

**STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

MJHS FL SOUTH PARCEL, LTD.,

Petitioner,

v.

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

FHFC Case No. 2021-114BP  
RFA No. 2021-205  
App. No. 2022-169BS

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**MJHS FL SOUTH PARCEL, LTD.'S  
FORMAL WRITTEN PROTEST AND  
PETITION FOR FORMAL ADMINISTRATIVE PROCEEDING**

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MJHS FL South Parcel, Ltd. (“MJHS”) petitions to protest a procurement decision made by the Florida Housing Finance Corporation (“FHFC” or “Florida Housing”). Florida Housing issued Request for Applications 2021-205 (the “RFA”) to solicit proposals for financing of affordable multifamily housing developments. MJHS submitted an application in response to the RFA but was not selected for award. MJHS files this Formal Written Protest and Petition for Formal Administrative Proceedings to contest Florida Housing’s preliminary decision to award financing to applicants other than MJHS. Support for this Petition follows:

**The Parties and the RFA**

1. The agency affected by this protest is the Florida Housing Finance Corporation (“Florida Housing”). Florida Housing’s address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

2. Florida Housing is a public corporation created by section 420.504, Florida Statutes, to administer the governmental function of financing or refinancing affordable housing. Florida Housing's statutory authority and mandates are found in Part V, Chapter 420, Florida Statutes. *See* §§ 420.501- 420.55, Fla. Stat.

3. Florida Housing administers competitive solicitations to make and service mortgage loans for new construction or rehabilitation of affordable housing through several programs, including the State Apartment Incentive Loan (SAIL) Program. *See* ch. 67-60, Fla. Admin. Code.

4. Florida Housing published Request for Applications No. 2021-205 in order to solicit proposals for the development of affordable multifamily housing for Families and the Elderly using SAIL Program funding as gap funding in conjunction with Tax-Exempt Bond Financing, Non-Competitive Housing Credits, and National Housing Trust Funds.

5. Through the RFA, Florida Housing announced that it expected to offer an estimated \$65,785,500 comprised of a part of the Family and Elderly demographic portion of SAIL funding approved by the 2021 Florida Legislature.

6. MJHS is a Florida limited liability company in the business of providing affordable housing. MJHS is located at 601 Brickell Key Drive, Suite 700, Miami, Florida 33131. For purposes of this proceeding, MJHS's address, telephone number and email address are those of its undersigned counsel.

7. MJHS submitted a proposal in response to the RFA, Application No. 2022-199BS, as did many other applicants.

8. MJHS's Application was fully responsive to the requirements and met all eligibility requirements of the RFA but was not selected for funding. MJHS was the only Self Sourced applicant in Miami-Dade County not selected for funding.

9. Numerous applicants filed to be selected for funding. Of those, the applications filed by Quail Roost Transit Village VI, Ltd. ("Quail Roost") and Heritage at Park View ("Heritage") were selected for funding. Two other applicants, Windmill Farms Associates, LLC ("Windmill Farms") and Naranja Grand II, LLC ("Naranja Grand") were not initially selected for funding. However, they were later recommended to be awarded funding based on discretionary sources of additional funding.

10. As set forth below, the Applications filed by Naranja Grand, Heritage, Windmill Farms, and Quail Roost failed to satisfy material requirements of the RFA and should be determined to be ineligible for funding. MJHS's Application should be funded instead.

#### **Notice and Authority for Petition**

11. On August 17, 2021, Florida Housing issued the RFA.

12. On August 20, 2021 and October 8, 2021, Florida Housing modified the RFA.

13. Applications in response to the RFA were due October 19, 2021.

14. Florida Housing received 90 applications in response to the RFA.

15. MJHS is a responsible applicant that filed an application that was fully responsive to the material requirements of the RFA. However, MJHS was not awarded for funding by Florida Housing and was not selected by FHFC at the November 30, 2021 Review Committee.

16. MJHS received notice of Florida Housing's preliminary RFA scoring and ranking through electronic posting on December 10, 2021 at 9:53 a.m. A copy of the Notice posted on Florida Housing's website is attached as Exhibit A.

17. On December 15, 2021, MJHS timely filed its Notice of Intent to Protest, attached as Exhibit B.

18. Pursuant to Florida Administrative Code Rule 67-60.009(5), no bond is required for this protest.

### **RFA 2021-205 Goals and Criteria**

19. The RFA sought proposals for affordable housing that would serve Families or the Elderly. The RFA also announced certain preferences, including preferences for proposals that met the needs of Veterans and Applicants that were “Self-Sourced.”<sup>1</sup>

20. The RFA provided the following funding goals:

- One Application that selected the Development Category of Preservation, with or without Acquisition, regardless of Demographic Commitment or County Size
- Two Elderly, New Construction Applications located in a Large County, with a preference for at least one Application that qualifies for the Veterans Preference
- Three Family, New Construction Applications located in a Large County, with a preference that at least two Applications are from Self-Sourced Applicants
- One Elderly, New Construction, Application located in a Medium County, with a preference for Applications that qualify for the Veterans Preference
- Two Family, New Construction, Application located in a Medium County, with a preference that at least one Application is from a Self-Sourced Applicant.

See Exhibit C, RFA, (§ 5, B.3.), attached as Exhibit C.

### **Requirement to Submit Responsive Applications**

21. In order to be eligible for funding, each applicant was required to submit an application which met every material requirement of the RFA. The RFA highlighted the “Eligibility Requirements” that were of such importance that they were deemed mandatory, and

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<sup>1</sup> “Self-Sourced” meant the Applicant would be funded by self-sourced permanent financing in the amount that at least half of the Applicant’s request for SAIL funding, or \$1 million, whichever is greater. See Exhibit C, RFA, p. 10 (§ 4, A.3.a.(1)(b)).

warned that the failure to adequately address any of these material requirements would render an application ineligible for funding. *See* Exhibit C (§ 5.A.1.).

22. In order to be selected for funding, Applications were required to meet all of the following mandatory, Eligibility Requirements:

- Submission Requirements met
- Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline
- Applicant Certification and Acknowledgement form provided and meets requirements
- Demographic Commitment selected
- Name of Applicant provided
- Evidence Applicant is a legally formed entity provided
- Name of Each Developer provided
- Evidence that each Developer entity is a legally formed entity provided
- Developer Experience Requirement met
- Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements
- Contact Information for Management Company provided
- Prior General Management Company Experience requirement met
- Authorized Principal Representative provided and meets requirements
- Name of Proposed Development provided
- Development Category selected
- Development Category Qualifying Conditions met
- Development Type provided
- Breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided, if applicable
- County identified
- **Address of Development Site provided**
- **Question whether a Scattered Sites Development answered**
- Development Location Point provided
- **Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable**
- Minimum Transit Score met (if applicable)
- Minimum Total Proximity Score met
- Mandatory Distance Requirement met
- **Total Number of Units provided and within limits**
- Number of new construction units and rehabilitation units provided
- Occupancy status of any existing units provided, if Rehabilitation
- Minimum Set-Aside election provided
- Total Set-Aside Breakdown Chart properly completed
- Unit Mix provided and meets requirements
- Number of residential buildings provided

- **Evidence of Site Control provided**
- Appropriate Zoning demonstrated
- Availability of Water demonstrated
- Availability of Sewer demonstrated
- Green Building Certification or Minimum Additional Green Building Features selected, as applicable
- Minimum Resident Programs selected
- Applicant’s SAIL Funding Request Amount
- Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County only)
- Applicant’s Non-Competitive Housing Credit Request Amount
- Applicant’s MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds)
- Development Cost Pro Forma provided (listing expenses or uses) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses
- Financial Arrearage Requirement and Insurance Deficiency Requirement met

RFA, Exhibit C (§ 5.A.1.)(*emphasis added*).

23. Each applicant was also required to identify the location of its proposed development, and identify whether the location was in a small, a medium, or a large county. Applicants were also required to provide evidence of site control, meaning a demonstration that the applicant controlled the land on which it proposed to construct affordable housing.

24. Each type of application had certain portions eligible for scoring and portions eligible for funding preferences. For example, an application was eligible to earn “proximity points” based on the distance between the development and points of interest to consumers, including community services such as medical facilities and pharmacies.

25. Once deemed eligible, Applications were then scored by a committee of Florida Housing, using scoring guidelines contained within the RFA. As noted below, several applicants failed to adequately address mandatory, material elements of the RFA and should have been deemed ineligible, rather than sorted. Once those applications are determined to be ineligible MJHS’s Application should be funded instead.

### Application Sorting Order

26. The RFA provided a sorting order in order to select applicants for funding.

27. When selecting applications that selected the Development Category of Preservation, with or without Acquisition, the RFA provides that the highest scoring applications will be determined by first sorting together all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order:

1. By the Application's eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
2. By the Age of Development Preference (with preference given to Applications that demonstrate within the Development Category Qualification Letter provided as Attachment 6 that the proposed Development was originally built at least 30 years prior to the Application Deadline, as outlined in Section Four, A.4.b.(2)(d) of the RFA;
3. By RA Level 1, 2 or 3 Preference (with preference given to Applications that achieve an RA Level Classification of RA Level 1, 2 or 3, as outlined in Section Four A.4.b.(3) of the RFA);
4. By the Application's eligibility for the ESS Construction Funding Preference, as outlined at Section Four A.4.d. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
5. By the Application's eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.10.d. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
6. By the Application's Leveraging Level which is outlined in Item 3 of Exhibit C of the RFA (with Applications that have a lower Leveraging Level number listed above Applications that have a higher Leveraging Level number);
7. By the Application's actual RA Level (with preference given to Applications with the lowest RA Level Classification so that RA Level 1 Applications receive the most preference and RA Level 6 Applications receive the least preference);
8. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
9. By lottery number, resulting in the lowest lottery number receiving preference.

*See Exhibit C, RFA (§ 5.B.4.a.).*

28. The RFA goes on to state the Application Sorting Order during selection process after selecting Applications for the goal to fund one Application that selected the Development Category of Preservation, with or without Acquisition is as follows:

1. By the Application's eligibility for the Per Unit Construction Funding Preference (which is outlined in Section Four A.10.d. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
2. Next, by the Application's Leveraging Level number (which is outlined in Item 3. of Exhibit C) with Applications that have a lower Leveraging Level number listed above Applications that have a higher Leveraging Level number;
3. By the Application's eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
4. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
5. By lottery number, resulting in the lowest lottery number receiving preference.

See Exhibit C, RFA (§ 5, B.4.b.).

### **Funding Selection Process**

29. After the applications are sorted, the RFA explains the Funding Selection Process.

The Process, in relevant part, provides:

a. Goal to fund one Application that selected the Development Category of Preservation

The first Application selected for funding will be the highest ranking eligible Application that selected the Development Category of Preservation, with or without Acquisition, regardless of the county or Demographic Commitment.

b. Goals to fund eight Medium and Large County, New Construction Applications

(1) Goal to fund one New Construction Application located in Miami-Dade County and one New Construction Application located in Broward County

(a) First Application selected to meet the goal to fund eight Medium and Large County, New Construction Applications

The first Application selected to meet the goal to fund eight Medium and Large County, New Construction Applications will be the highest ranking eligible New



Construction Application that is located in Miami-Dade County or Broward County, regardless of the Demographic Commitment, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.

(b) Second Application selected to meet the goal to fund eight Medium and Large County, New Construction Applications

If the Application selected for funding in paragraph (a) was an Elderly Application located in Miami-Dade County, the second Application will be the highest-ranking Family Application located in Broward County, with a preference that it be a Self-Sourced Application located in Broward County.

If the Application selected for funding in paragraph (a) was an Elderly Application located in Broward County, the second Application will be the highest-ranking Family Application located in Miami-Dade County, with a preference that it be a Self-Sourced Application located in Miami-Dade County.

If the Application selected for funding in paragraph (a) was a Family Application located in Miami-Dade County, the second Application will be the highest-ranking Application located in Broward County that either (i) is an Elderly Application that qualifies for the Veterans Preference; or (ii) is a Family Application that qualifies as a Self-Sourced Application. If there are no eligible Elderly Applications that qualifies for the Veterans Preference or Family Application that qualifies as a Self-Sourced Applications located in Broward County, then the second Applications selected for funding will be the highest-ranking Application located in Broward County, regardless of the Demographic Commitment, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.

If the Application selected for funding in paragraph (a) was a Family Application located in Broward County, the second Application will be the highest-ranking Application located in Miami-Dade County that either (i) is an Elderly Application that qualifies for the Veterans Preference; or (ii) is a Family Application that qualifies as a Self-Sourced Application. If there are no eligible Elderly Applications that qualifies for the Veterans Preference or Family Application that qualifies as a Self-Sourced Applications located in Miami-Dade County, then the second Applications selected for funding will be the highest-ranking Application located in Miami-Dade County, regardless of the Demographic Commitment, , the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.

(2) Goal to fund two Elderly, Large County, New Construction Applications

This goal will be met under the following circumstances:

(a) If neither of the Applications selected to meet the goal described in (1) above are Elderly Applications, the two highest-ranking eligible Elderly, Large County,

New Construction Applications that meets the Veterans Preference will be selected for funding, subject to the County Award Tally and both Funding Tests. If the goal could not be met because there were not enough eligible Applications that meets the Veterans Preference and this goal, the two highest-ranking eligible Elderly, Large County, New Construction Applications will be selected for funding, subject to the County Award Tally and both Funding Tests.

(b) If one of the Applications selected to meet the goal described in (1) above is an Elderly Application, the highest-ranking eligible Elderly, Large County, New Construction Application that meets the Veterans Preference will be selected for funding, subject to the County Award Tally and both Funding Tests. If the goal could not be met because there were no eligible unfunded Elderly, Large County, New Construction Applications that meets the Veterans Preference, the highest-ranking eligible Elderly, Large County, New Construction Application will be selected for funding, subject to the County Award Tally and both Funding Tests.

(3) Goal to Fund Three Family, Large County, New Construction Applications

This goal will be met under the following circumstances:

(a) If one or both of the Applications selected to meet the goal described in (1) above is a Family Application, that Application(s) will count towards this goal. To meet this goal, the highest-ranking Family, Large County, New Construction Self-Sourced Application(s) will be selected, subject to the County Award Tally and both Funding Tests, until this goal is met. If the goal could not be met because there were not enough eligible unfunded Self-Sourced Applications that could meet this goal, then the highest-ranking Family, Large County, New Construction Non-Self-Sourced Application(s) will be selected, subject to the County Award Tally and both Funding Tests, until this goal is met.

(4) Goal to Fund one Elderly, Medium County, New Construction Application

The Application selected for funding will be the highest-ranking eligible Elderly, Medium County, New Construction Application that meets the Veterans Preference, subject to the Funding Tests. If the goal could not be met because there were no eligible unfunded Elderly, Medium County, New Construction Applications that meets the Veterans Preference, the highest-ranking eligible Elderly, Medium County, New Construction Application will be selected for funding, subject to the Funding Tests.

(5) Goal to Fund two Family, Medium County, New Construction Applications

The first Application selected for funding will be the highest-ranking eligible Family, Medium County, New Construction Application from a Self-Sourced Applicant, subject to the County Award Tally and Funding Tests.

After the selection of the Application from a Self-Sourced Applicant or if there are no Applications from a Self-Sourced Applicant that can meet this goal, the

additional Application(s) selected to meet this goal will be the highest-ranking Family, Medium County, New Construction Application(s), regardless of whether the Application(s) is from a Self-Sourced Applicant, subject to the County Award Tally and both Funding Tests.

b. [sic] Family or Elderly (ALF or Non-ALF) Small County Applications<sup>2</sup>

...

c. Family or Elderly (ALF or Non-ALF) Medium County Applications

...

d. Family or Elderly (ALF or Non-ALF) Large County Applications

(1) Self-Sourced Applications

First, the highest ranking eligible unfunded Family Large County Self-Sourced Applications will be selected for funding, subject to the Geographic and Demographic Funding Tests and County Award Tally.

If funding remains and none of the eligible unfunded Family Large County Self-Sourced Applications can meet both Funding Tests, all remaining Self-Sourced Applicant Family Funding and Non-Self-Sourced Applicant Family Funding will be merged (“Family Funding Merge”). No further Self-Sourced Applications will be funded.

(2) One Application that meet the Veterans Preference

Next, the highest ranking eligible unfunded Elderly Large County Application that meet the Veterans Preference will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

(3) Remaining Large County Funding

If funding remains, the highest ranking eligible unfunded Family or Elderly (ALF or Non-ALF) Large County Applications, regardless of the Development Category, will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If funding remains and no eligible unfunded Large County Applications can meet the Funding Tests, then no further Applications will be selected for funding and the remaining funding will be distributed as approved by the Board.

See Exhibit C, RFA (§ 5, B.5.).

### **Review Committee Scoring and Selections**

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<sup>2</sup> The RFA repeats subsection b. Additionally, portions of the RFA that do not apply to this Petition have not been cited.

30. Finally, the RFA described the award process. Appointed committee members from Florida Housing independently evaluated and scored their assigned portions of the submitted applications based on mandatory and scored items. The complete Award Process from the RFA is set forth in Section Six of the RFA. See, Exhibit C, RFA (§ 6).

31. The Selection Process was carried out by the members of the Review Committee at a public meeting held December 10, 2021.

32. The following applications were selected by the Review Committee for preliminary funding:

One Preservation Application

1. 2022-214BS, The Franklin House, Lake, Elderly, Non-ALF

Two Elderly Large County New Construction Applications

1. 2022-159SN, Vista Breeze, Miami-Dade, Elderly, Non-ALF
2. 2022-163SN, Bear Creek Commons, Pinellas, Elderly, Non-ALF

Three Family Large County New Construction Applications

1. 2022-204S, Captiva Cove III, Broward
2. 2022-211S, Lofts at San Marco East, Duval
3. 2022-192S, Quail Roost Transit Village VI, Miami-Dade

One Elderly Medium County New Construction Application

1. 2022-137BSN, Astoria on 9<sup>th</sup>, Manatee, Elderly, Non-ALF

Two Family Medium County New Construction Applications

1. 2022-190S, Ridge Road, Leon
2. 2022-186S, Falcon Trace II, Osceola

Small County Application(s)

1. 2022-146BSN, College Arms Apartments, Putnam

Medium County Application(s)

1. 2022-146BSN, Princeton Grove, Okaloosa, Elderly, Non-ALF

Large County Application(s)

1. 2022-160S, Heritage at Park View, Miami-Dade
2. 2022-165SN, Casa di Francesco, Elderly, Non-ALF
3. 2022-144BS, Whispering Oaks, Orange

33. After additional funding was allocated to the RFA, two additional preliminary awards were made:

1. 2022-201BSN, Naranja Grand, Miami-Dade
2. 2022-216S, Windmill Farms, Miami-Dade

See Exhibit A.

**1. Naranja Grand's Application is Ineligible for Funding**

**Naranja Grand Failed to Demonstrate Site Control  
by Failing to Provide Proof of Consent Relieving a Deed Restriction**

34. Naranja Grand's application should be determined to be ineligible for funding for failure to demonstrate Site Control. Under the terms of the RFA, all applications are required to demonstrate Site Control by providing documentation that meets the requirements of the RFA for an eligible contract, deed, or certificate of title, of a lease. *See* Exhibit C, RFA, p. 49-50 § (4.A.7(1) – (3)). Documentation the Site Control Certification “must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases.” Exhibit C, RFA (§ 4.A.7.a.).

35. In its Application, Naranja Grand's supporting documentation regarding Site Control included only a Sublease Agreement between Elite Naranja Grand, Inc., as Sublessor, and

Naranja Grand II, LLC, as Sublessee. *See* Naranja Grand Application, Attachment 8, attached as Exhibit D. The Sublease Agreement states that Elite Naranja Grand, Inc., the Sublessor, currently leases the property pursuant to a Ground Lease with Elite Equity Development, Inc. *Id.*

36. Naranja Grand also included a Consent by Landlord in its documentation in which Elite Equity Development, Inc. consents to allow Elite Naranja Grand, Inc. to lease the property to Naranja Grand. A Ground Lease Agreement between Elite Equity Development, Inc and Elite Naranja Grand, Inc. is also included in the documentation provided by Naranja Grand. *Id.*

37. The property Naranja Grand seeks to develop is subject to Deed Restrictions. The property is governed by a Deed in which Miami-Dade County conveyed the property to Elite Equity Development, Inc. *See* Exhibit E, County Deed.

38. The Deed Restrictions require that the property be developed as affordable and workforce housing within two years of the date of the Deed. *Id.* at 3. The Deed Restrictions also contain the following prohibition: “Elite [Equity Development, Inc.] shall not assign or transfer its interest in the property or in this Deed absent the consent of the Miami-Dade County Board of County Commissioners.” *Id.* at 2. If Elite Equity Development, Inc. fails to comply with any of the Deed Restrictions and the violation is uncorrected, the property “shall revert to the County” at the option of the County upon written notice. *Id.* at 3.

39. Naranja Grand’s application fails to include any consent from the Miami-Dade County Board of County Commissioners for Elite Equity Development, Inc. to lease the property to Naranja Grand. The lease is therefore invalid because both leases are in violation of the requirements of the Deed Restriction because Elite Equity Development, Inc. conveyed its interest in the property without the consent of the Miami-Dade County Board of County Commissioners.

40. The RFA sets out specific requirements for site control that is provided as a Lease:

The lease must have an unexpired term of at least 50 years after the Application Deadline and the lessee must be the Applicant. The owner of the subject property must be a party to the lease, or a party to one or more intermediate leases, subleases, agreements, or assignments, between or among the owner, the Applicant, **or other parties, that have the effect of assigning the owner's right to lease the property** for at least 50 years to the lessee.

Exhibit C, RFA p. 50 (§ 4.A.7.(3) (emphasis added).

41. Naranja Grand should have included, as part of its application for the RFA, a copy of the consent by the Miami-Dade County Board of County Commissioners to the leases to Elite Naranja Grand, Inc. and to Naranja Grand II, LLC. Such a document is an agreement between the property owner and another party that has the effect of assigning the owner's right to lease the property.

42. Naranja Grand certified in the Site Control Certification Form that the information provided is true, correct and complete under penalty of perjury pursuant to Section 92.525, Florida Statutes and of misrepresentation pursuant to Section 420.508(35), Florida Statutes, and Rules 67-21.003(6) and 67-48.004(2), Florida Administrative Code. Elite Naranja Grand, Inc.'s submission must be considered a material misrepresentation if consent from Miami-Dade County was never obtained.

**Naranja Grand Failed to Demonstrate Site Control and Ability to Proceed by Failing to Submit Documents Sufficient to Identify the Development Site**

43. Under the terms of the RFA, all applications are required to demonstrate Readiness to Proceed through Site Control and Ability to Proceed. *See* Exhibit C, RFA (§ 4.A.7(1) – (3)).

44. Under the terms of the RFA, all applications are required to demonstrate Site Control by providing documentation that meets the requirements of the RFA for an eligible contract, deed, or certificate of title, of a lease. *See* Exhibit C, RFA (§ 4.A.7(1) – (3)). Documentation of Site Control “must include all relevant intermediate contracts, agreements,

assignments, options, conveyances, intermediate leases, and subleases.” Exhibit C, RFA (§ 4.A.7.a.). Similarly, appropriate zoning is another one of the “Ability to Proceed” elements that must be demonstrated. Each application must demonstrate that the entire proposed Development site is appropriately zoned and consistent with local land use regulations. *See* Exhibit C, RFA (§ 4.A.7.b.).

45. Naranja Grand deviated from the requirements of the RFA by failing to provide an acceptable survey of the proposed development site sufficient to demonstrate Readiness to Proceed. The Sublease agreement between Elite Naranja Grand, Inc. and Naranja Grand II, LLC details that Elite is within possession of 5.29 acres, a fully surveyed legal description of which is attached to the contract as Exhibit A. *See* Exhibit D. However, Elite Naranja Grand, Inc. only agrees to sublease 3.94 acres of the 5.29 acres to Naranja Grand II, LLC for the proposed development site. *Id.* The Sublease describes the 3.94 subleased acres as the “Demised Premises” and it attached to the Sublease in Exhibit B. *Id.*

46. However, the 3.94 acres subleased to Naranja Grand for its proposed development lacks any survey or legal description and merely states: “[t]he Northern 3.94 acres of the Leased Property described in Exhibit A.” *Id.* The document goes on to state: “This Exhibit B shall be substituted by a certified surveyor’s Legal Description that both parties shall “agree to,” at any time prior to the Commencement Date.” *Id.* Thus, rather than clearly identifying the location of the Demised Property within the larger lot, the Naranja Grand Application merely provides an agreement to agree on the exact location of the development site later.

47. Given that the Development site lacks a legal description and a survey and leaves the exact location open to further agreement, it is impossible to determine what legal area actually makes up the Development site for the proposed project. Further, it appears the parties have not



identified the Development site beyond a generalized understanding. Similarly, since the Development site has not been surveyed or identified through a legal description, the appropriate zoning cannot be determined. As a result, Naranja Grand's application failed to demonstrate Site Control or Ability to Proceed and should have been scored as ineligible for funding.

## **2. Quail Roost's Application is Ineligible for Funding**

48. Quail Roost submitted an application which exceeded density and intensity requirements of the local zoning code governing the property it proposed to develop.

49. Quail Roost's Application proposed a site with 1.393 acres. Under applicable density restrictions, no more than 174 units may be developed on a parcel of this size. Yet, Quail Roost's Application proposes 300 units. *See* Quail Roost Application, p. 10 of 17.

50. Quail Roost also submitted an Application in response to the RFA. Like all applicants, Quail Roost was required to identify the Location of the Proposed Development by stating: "(1) the address number, street name, and name of city, and/or (2) the street name, closest designated intersection, and either name of city or unincorporated area of county." RFA, Exhibit C (§ 4.A.5.).

51. However, Quail Roost identifies the address of the development site as "[o]n SW 184th St, at the intersection of SW 184th St and South Miami-Dade Busway." Quail Roost Application, p. 5 of 17. The street Quail Roost uses to identify the intersection where the proposed development is located, the South Miami-Dade Busway, is not a public street. Instead, it appears to be a busway, available only to public transit buses. Quail Roost's application failed to adequately describe the address number or street name and closest designated intersection. This was a material requirement of the RFA. Quail Roost's departure from RFA requirements renders its Application ineligible.

**3. Windmill Farm Failed to Identify Its Proposed Development Site as a Scattered Sites, Failed to Provide Its Address of Development Site, and Failed to Meet Ability to Proceed Requirements**

52. Windmill Farm also submitted an application in response to the RFA. Section Four A.5 of the RFA requires the Applicant to provide the location of the Development Site and state whether the Development consists of Scattered Sites (i.e., non-contiguous sites). 67-48.002(106), Fla. Admin. Code, defines a Scattered Site as:

[A] Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, is considered to be a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street. All of the Scattered Sites must be located in the same county.

53. That is, a Scattered Site exists if the property is separated by a roadway or street that is subject to an easement. If an Applicant does not disclose that a Development is on a Scattered Site as required by the RFA, then the Application must be deemed nonresponsive and ineligible for consideration of funding. Rule 67-60.006(1), Fla. Admin. Code. The proposed Development site Windmill Farm seeks to develop is not contiguous because it is separated by a roadway.

54. Windmill Farms’ Development site is currently comprised of two vacant, contiguous lots. However, Windmill Farms’ proposed platted Development site contains a private street, subject to an ingress-egress and utility easement that bisects the two lots and separates them into two halves, making the proposed Development site non-contiguous according to the Scattered Site definition. This is evidenced by Tentative Plat No. 24708, submitted by Windmill Farms to Miami-Dade County’s Platting Department, and approved by the Miami-Dade County Platting Committee on December 3, 2021, Attached as Exhibit F.

55. The RFA specifically states that “[u]nless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion of the construction or rehabilitation work.” Exhibit C, RFA (§ 4.) (emphasis added). Prior to 2018, the Department’s RFA instructions did not contain this definition, and courts determined whether sites were scattered as of the time of application. Now, however, the Department requires consideration of what each development site will look like once construction is completed.

56. The Development site proposed by Windmill Farm will, upon completion, be bisected by a street, subject to an easement, thus rendering it two Scattered Sites.

57. The RFA specifically requires applicants to disclose whether a Development site consists of Scattered Sites, and such disclosure is a mandatory Eligibility Item. *See* Exhibit C, RFA (§ 4.A.5.), (§ 5.A.1.).

58. By failing to identify its proposed Development site as Scattered Sites, Windmill Farms failed to comply with specific mandatory Eligibility Items required for all Scattered Sites in the RFA by:

- a. Failing to identify the Latitude and Longitude Coordinates for both Scattered Site locations;
- b. Failing to demonstrate Site Control and Ability to Proceed requirements for the entire proposed Development site, including Scattered Sites; and
- c. Failing to identify the address for both Scattered Site locations.

*See* Exhibit C, RFA (§ 5.A.1.).

59. Windmill Farm failed to disclose this required information and its application should have been determined to be ineligible for funding.

### **Recalibration and Substantial Effect**

60. Once ineligible applications are removed, the Funding Selection Process must be recalibrated. Pursuant to the RFA's sorting order and funding selection process, if any one of Naranja Grand, Quail Roost, or Windmill Farms are deemed ineligible for funding, then MJHS would be awarded funding.

61. Thus, MJHS's substantial interests are substantially affected by the evaluation and scoring of the responses to the RFA. The results of the scoring have affected MJHS's ability to obtain funding through the RFA. Consequently, MJHS has standing to participate in this proceeding.

#### 4. **Heritage's Application is Ineligible for Funding**

62. Heritage's application should be determined ineligible for funding because the proposed Development site exceeded the density requirements and height limitations permitted under local zoning and land use restrictions.

63. On Exhibit A of its Application, Heritage Selected Mid-Rise 5-6 Stories as their Development Type. *See* Heritage Application, p. 4. A Declaration of Restrictions (CFN 2010R0455739), recorded in Miami-Dade County on July 8, 2010 and hereby provided for reference on Exhibit G (the "Declaration"), limits the maximum height of the Subject Development Site to 94 dwelling units and a maximum of 3 Stories. *Id.* The Declaration runs with the land for a minimum of 30 years from the recorded date cannot be amended. *Id.*

64. Heritage provided erroneous and materially deficient information to Miami-Dade County in relation to the RFA's eligibility threshold requirement for the Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form ("Zoning Verification Form"). Heritage provided Miami-Dade County planning and zoning department

with a site plan, enclosed as Exhibit H, that showed no building height and a unit mix that is inconsistent with the information provided under Heritage's application.

65. Heritage selected a Development Type of "Mid-Rise (5-6 Stories)" in its Application. However, the underlying Deceleration prohibits height above 3 stories and the underlying zoning classification of RM-Edge that covers approximately 75% of the Development Site limits the maximum height to 2-stories. There are no administrative variances available to increase the height limitation under Miami-Dade County Land Development Code.

66. The Zoning Verification Form requires that the:

undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

67. There are multiple provisions of the Applicant Certification and Acknowledgment Form provided by Heritage that are materially misrepresented and should therefore be considered invalid. These violations are:

2. The Applicant has reviewed subsection 67-48.009(5), F.A.C., rule 67-48.004, F.A.C. and rule 67-21.027, F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
22. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

68. Additionally, demonstrating Appropriate Zoning and Total Number of Units within limits are threshold Eligibility Requirements under the RFA. See Exhibit C, RFA (§ 5.A.1.). Based on the failure to disclose the zoning restriction affecting the Development Site, the Zoning Verification Form should be considered invalid and the Total Units should be determined to be not within limits. Heritage should therefore be deemed ineligible for funding.

#### **Disputed Issues of Material Fact and Law**

69. Disputed issues of material fact and law entitle MHP to formal administrative proceedings pursuant to section 120.57(1), Florida Statutes. Disputed facts include, but are not limited to:

- a. Whether Florida Housing's actions in determining that Naranja Grand, Quail Roost, Windmill Farms, and Heritage were eligible was arbitrary and capricious;
- b. Whether Florida Housing's actions in determining that Naranja Grand, Quail Roost, Windmill Farms, and Heritage were eligible was contrary to competition;
- c. Whether Florida Housing's actions in determining that Naranja Grand, Quail Roost, Windmill Farms, and Heritage were eligible was clearly erroneous
- d. Whether Naranja Grand's Application should be deemed ineligible for funding under the RFA because of its failure to satisfy RFA requirements;
- e. Whether Quail Roost's Application should be deemed ineligible for funding under the RFA because of its failure to satisfy RFA requirements;
- f. Whether Windmill Farm's Application should be deemed ineligible for funding under the RFA because of its failure to satisfy RFA requirements;
- g. Whether Heritage's Application should be deemed ineligible for funding under the RFA because of its failure to satisfy RFA requirements;
- h. Such other disputed issues as are raised in this proceeding or identified during discovery.

**Statutes and Rules Entitling Relief**

70. MJHS is entitled to relief pursuant to sections 120.569, 120.57(1), and 120.57(3), Florida Statutes, and Florida Administrative Code Chapters 28-106, 28-110 and 67-60.

**Ultimate Statement of Facts and Law**

71. Naranja Grand, Quail Roost, Windmill Farms, and Heritage failed to complete their applications in accordance with the competitive solicitation; their applications were not responsive to and failed to comply with relevant portions of the RFA 20-205; and, therefore, their applications should not have been considered for funding or scored as being an eligible application.

72. Florida Housing improperly determined that the Naranja Grand, Quail Roost, Windmill Farms, and Heritage's applications were completed in accordance with the competitive solicitation; were responsive to all applicable provisions of the RFA 20-205 and, and as a result were eligible for funding under RFA 20-205.

73. MJHS reserves the right to amend this Petition if additional disputed issues of material fact arise during discovery.

**Request for Relief**

74. MJHS requests the following relief:


- a. That Application funding process be halted until this protest is resolved by final agency action;
- b. That Florida Housing provide an opportunity to resolve this Protest by mutual agreement within seven days of the filing of this Petition, as provided in section 120.57(3)(d)1., Florida Statutes;
- c. If this protest cannot be resolved by agreement, that the matter be referred to the Division of Administrative Hearings for formal administrative

proceedings involving disputed issues of material fact pursuant to section 120.57(1) and (3), Florida Statutes;

- d. That the assigned administrative law judge determine, as a matter of fact and law, that the Applications of Naranja Grand, Quail Roost, Windmills Farms, and Heritage should be deemed ineligible for funding and that MJHS's Application should be funded;
- e. That Florida Housing adopt the administrative law judge's recommendation to fund MJHS's Application by final order; and
- f. Such other relief as is just and equitable.

Dated on this 28<sup>th</sup> day of December, 2021.

PARKER, HUDSON, RAINER & DOBBS, LLP

  
\_\_\_\_\_  
Seann M. Frazier  
Florida Bar No. 971200  
Kristen Bond Dobson  
Florida Bar No. 118579  
215 South Monroe Street, Suite 750  
Tallahassee Florida 32301  
Telephone: (850) 681-0191  
[sfrazier@phrd.com](mailto:sfrazier@phrd.com)  
[kdobson@phrd.com](mailto:kdobson@phrd.com)



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing original has been filed via hand delivery with the Agency Clerk, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000 Tallahassee, Florida 32301 this 28th day of December 2021.

  
\_\_\_\_\_  
Seann M. Frazier

# Exhibit A

RFA 2021-205 Board Approved Preliminary Awards

Small County Funding Balance Available	-
Medium County Funding Balance Available	-
Large County Funding Balance Available	1,735,540.00

SAIF Funding Balance Available	1,735,540.00
Family Demographic Funding Balance Available	1,703,040.00
Elderly Demographic Funding Balance Available	32,500.00
Self-Sourced Applicant Funding Balance	MERGED
Non-Self-sourced Applicant Funding Balance	MERGED

NHTF Funding will be 100% allocated in accordance with Exhibit H

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	Saif Request	ELL Request	Total SAIF Request (SAIF + ELL)	Eligible For Funding?	Veterans Preference?	Self-Sourced Applicant?	Non-Self-Sourced Family Applicant?	Total Number of Units	Total Points	Per Unit Construction Funding Preference	Leveraging Level	Proximity Funding Preference	Age of Development Pref, If Pres	RA Level 1, 2 or 3 Pref, If Pres	ESS Construction Funding Pref, If Pres	Actual RA Level, If Pres	Florida Job Creation Preference	Lottery Number
<b>One Preservation Application</b>																									
2022-2148S	The Franklin House	Lake	M	Matthew D. Rule	National Church Residences	A/P	E, Non-ALF	1,500,000	411,000	1,911,000	Y	N	N	N/A	46	20	Y	1	Y	Y	Y	Y	1	Y	45
<b>Two Elderly Large County New Construction Applications</b>																									
2022-1595N	Vista Breeze	Miami-Dade	L	Kenneth Naylor	APC Vista Breeze Development, LLC - HACMB Development, LLC	NC	E, Non-ALF	3,000,000	600,000	3,600,000	Y	Y	N	N/A	119	20	Y	1	Y	N/A	N/A	N/A	N/A	Y	23
2022-1635N	Bear Creek Commons	Pinellas	L	Shawn Wilson	Blue Sky Developer, LLC	NC	E, Non-ALF	2,250,000	600,000	2,850,000	Y	Y	N	N/A	85	20	Y	2	Y	N/A	N/A	N/A	N/A	Y	7
<b>Three Family Large County New Construction Applications</b>																									
2022-204S	Captiva Cove III	Broward	L	Mara S. Mades	Cornerstone Group Partners, LLC	NC	F	3,180,000	600,000	3,780,000	Y	N	N	Y	106	20	Y	2	Y	N/A	N/A	N/A	N/A	Y	21
2022-211S	Lofts at San Marco East	Duval	L	James R. Hoover	TVC Development, Inc.	NC	F	3,600,000	600,000	4,200,000	Y	N	Y	55	172	20	Y	2	Y	N/A	N/A	N/A	N/A	Y	17
2022-192S	Quail Roost Transill Village VI	Miami-Dade	L	Kenneth Naylor	Quail Roost VI Development LLC	NC	F	7,000,000	600,000	7,600,000	Y	N	Y	55	300	20	Y	1	Y	N/A	N/A	N/A	N/A	Y	49
<b>One Elderly Medium County New Construction Application</b>																									
2022-13785N	Astoria on 8th	Manatee	M	Matthew A. Rieger	HTG Astoria Developer, LLC	NC	E, Non-ALF	4,750,000	600,000	5,350,000	Y	Y	N	N/A	120	20	Y	3	Y	N/A	N/A	N/A	N/A	Y	79
<b>Two Family Medium County New Construction Applications</b>																									
2022-190S	Ridge Road	Leon	M	Clayton Hunter Nelson	ECC Ridge Road Developer, LLC	NC	F	5,500,000		5,500,000	Y	N	Y	55	250	20	Y	4	Y	N/A	N/A	N/A	N/A	Y	8
2022-186S	Falcon Trace II	Osceola	M	Domingo Sanchez	DDER Development, LLC	NC	F	6,000,000	600,000	6,600,000	Y	N	N	Y	354	20	Y	1	Y	N/A	N/A	N/A	N/A	Y	74

RFA 2021-205 Board Approved Preliminary Awards

Application Number	Name of Development	County	County Site	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	SAIL Request	ELL Request	Total SAIL Request (SAIL + ELL)	Eligible For Funding?	Veterans Preference?	Self-Sourced Applicant?	Non-Self-Sourced Applicant?	Total Number of Units	Total Points	Per Unit Construction Funding Preference	Leveraging Level	Proximity Funding Preference	Age of Development Pref, If Pres	RA Level 1, 2 or 3 Pref, If Pres	ESS Construction Funding Pref, If Pres	Actual RA Level, If Pres	Florida Job Creation Preference	Lottery Number
<b>Small County Application(s)</b>																									
2022-19565**	College Arms Apartments	Punam	S	Joseph F. Chapman	Royal American Properties, LLC	A/P	F	4,999,860	522,100	5,521,960	Y	N	N	Y	108	20	Y	4	Y	Y	Y	N	1	Y	29
<b>Medium County Application(s)</b>																									
2022-14685N	Princeton Grove	Osaloosa	M	Matthew A. Rieger	HTG Princeton Grove Developer, LLC	NC	E, Non-ALF	4,250,000	600,000	4,850,000	Y	Y	N	N/A	107	20	Y	4	Y	N/A	N/A	N/A	N/A	Y	61
<b>Large County Application(s)</b>																									
2022-1605	Heritage at Park View	Miami-Dade	L	Robert G Hoskins	NuRock Development Partners, Inc.	NC	F	3,000,000	600,000	3,600,000	Y	N	Y	SS	103	20	Y	5	Y	N/A	N/A	N/A	N/A	Y	84
2022-1665N	Casa di Francesco	Hillsborough	L	Shawn Wilson	Blue Sky Developer, LLC; CCDOOP Developer, Inc.	NC	E, Non-ALF	3,500,000	600,000	4,100,000	Y	Y	N	N/A	140	20	Y	2	Y	N/A	N/A	N/A	N/A	Y	72
2022-1448S	Whispering Oaks	Orange	L	J. David Page	Southport Development, Inc., a WA Corporation doing business in FL as Southport Development Services, Inc.	NC	F	3,960,000	600,000	4,560,000	Y	N	N	Y	183	20	Y	2	Y	N/A	N/A	N/A	N/A	Y	20
<b>Additional funding allocated to RFA at 12/10/21 Board Meeting</b>																									
10,787,000.00																									
<b>Additional funding allocated from Family Funding at 12/10/21 Board Meeting</b>																									
1,705,040.00																									
<b>Additional funding awarded to Self-Sourced Applications</b>																									
11,300,000.00																									
<b>Additional funding remaining</b>																									
550,040.00																									
2022-20185N	Naranja Grand II	Miami-Dade	L	Matthew A. Rieger	Naranja Grand II Developer, LLC	NC	F	5,000,000	600,000	5,600,000	Y	N	Y	SS	200	20	Y	2	Y	N/A	N/A	N/A	N/A	Y	76
2022-216S	Windmill Farms	Miami-Dade	L	Francisco A Rojo	Landmark Development Corp.; Affordable Housing Solutions for Florida, Inc.	NC	F	6,300,000		6,300,000	Y	N	Y	SS	274	20	Y	3	N	N/A	N/A	N/A	N/A	Y	1

On December 10, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

## Exhibit B



RECEIVED

DEC 15 2021 8:00 AM

December 15, 2021

FLORIDA HOUSING  
FINANCE CORPORATION

Clerk of Corporation  
Florida Housing Finance Corporation  
227 North Bronough Street  
Suite 5000  
Tallahassee, Florida 32301

VIA ELECTRONIC MAIL  
[corporation.clerk@floridahousing.org](mailto:corporation.clerk@floridahousing.org)

**Re: RFA 2021-205 SAIL Financing of Affordable Multifamily Housing  
Developments to be Used in Conjunction with Tax-Exempt Bond Financing  
and Non-Competitive Housing Credits**

Dear Clerk:

On behalf of Applicant MJHS FL South Parcel, LTD., Application No. 2022-199BS ("MJHS South"), Developer MHP FL South Parcel Developer, LLC; ("MHP Developer"), and Developer MJHS South Parcel Developer, LLC, ("MJHS Developer"), this letter constitutes a Notice of Protest ("Notice") filed pursuant to sections 120.569 and 120.57(3), Florida Statutes, Chapter 28-110 and rule 67-60.009, Florida Administrative Code, and RFA 2021-205. MJHS South, MHP Developer, and MJHS Developer protest Florida Housing Finance Corporation's ("Florida Housing") intended decision with respect to the scoring, ranking and selection of all applications submitted in response to RFA 2021-205.

This Notice is being filed within 72 hours (not including weekends) of the posting of the Preliminary Awards on Florida Housing's website on Friday, December 10, 2021 at 9:53 a.m. MJHS South, MHP Developer, and MJHS Developer reserve the right to file a formal written protest within (10) days of the filing of this Notice pursuant to section 120.57(3), Florida Statutes. This Notice is being filed to, among other matters, preserve its ability to initiate or intervene in proceedings that may impact that scoring, ranking and funding determination.

Sincerely,

McDowell Housing Partners, LLC

A handwritten signature in blue ink, appearing to read "Daniel M. Lopez", enclosed within a large, loopy oval scribble.

Daniel M. Lopez

601 Brickell Key Drive, Suite 700  
Miami, FL 33131  
[www.mcdprop.com](http://www.mcdprop.com)  
Phone: 786-257-2767

## Exhibit C

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

**REQUEST FOR APPLICATIONS 2021-205**

**SAIL FINANCING OF AFFORDABLE MULTIFAMILY HOUSING  
DEVELOPMENTS TO BE USED IN CONJUNCTION WITH  
TAX-EXEMPT BOND FINANCING AND NON-COMPETITIVE  
HOUSING CREDITS**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: August 17, 2021**

**Due: October 19, 2021**

**Page 1 of 184**

RFA 2021-205



**SECTION ONE  
INTRODUCTION**

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing for Families and the Elderly utilizing State Apartment Incentive Loan (SAIL) funding as gap funding in conjunction with (i) Tax-Exempt Bond financing (i.e., Corporation-issued Multifamily Mortgage Revenue Bonds (MMRB) or Non-Corporation-issued Tax-Exempt Bonds obtained through a Public Housing Authority (established under Chapter 421, F.S.), a County Housing Finance Authority (established pursuant to Section 159.604, F.S.), or a Local Government), (ii) Non-Competitive Housing Credits (Housing Credit) and, if applicable, (iii) National Housing Trust Fund (NHTF).

A. SAIL

Florida Housing Finance Corporation (the Corporation) expects to offer an estimated \$65,758,500, comprised of a part of the Family and Elderly Demographic portion of the SAIL funding appropriated by the 2021 Florida Legislature. The amounts listed below include ELI Loan funding to cover the units that are set aside for Extremely Low Income (ELI) Households, including the commitment for a portion of ELI Set-Aside units as Link Units for Persons with Special Needs, as defined in Section 420.0004(13) F.S. and as further outlined in Sections Four A.6.d.(2)(c) of the RFA.

1. Demographic Categories

- a. \$22,693,500 of Elderly funding for proposed Developments with the Elderly Demographic Commitment (ALF and Non-ALF), and
- b. \$43,065,000 of Family funding for proposed Developments with the Family Demographic Commitment.

Up to a maximum of \$21,532,500 of the Family funding shall be reserved for Applicants that demonstrate self-financed sources and meet additional Application criteria set forth in Section Four, A.3.a.(1)(b) below (“Self-Sourced Applicants”).

\$21,532,500 of the Family funding shall be reserved for Applicants that select the Family Demographic Commitment but do not qualify as Self-Sourced Applicants.

2. County Geographic Categories

The following information is based on the most recent statewide low-income rental housing market study.

<b>County Geographic Category</b>	<b>Amount of Funding Allocated to Each County Geographic Category</b>
Small Counties	\$ 6,575,850
Medium Counties	\$ 23,804,577
Large Counties	\$ 35,378,073

B. Tax-Exempt Bonds and Non-Competitive Housing Credits (Housing Credit)

The SAIL funding offered in this RFA must be used in conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits. For purposes of this requirement, the Applicant will NOT utilize the Non-Competitive Application Package to apply for (i) Corporation-issued MMRB and the Non-Competitive Housing Credits or (ii) Non-Competitive Housing Credits to be used with Non-Corporation-issued Tax-Exempt Bonds (i.e. issued by a Public Housing Authority (established under Chapter 421, F.S.), a County Housing Finance Authority (established pursuant to Section 159.604, F.S.), or a Local Government). Instead, the Applicant is required to apply for the MMRB and/or Housing Credits as a part of its Application for the SAIL funding.

If, prior to the submission of the Applicant's Application in response to this RFA, the Applicant submits or has already submitted a Non-Competitive Application for the Development proposed in its SAIL Application, such previous Non-Competitive Application will not be considered and the Applicant will be required to request the Corporation-issued MMRB and/or Non-Competitive Housing Credits as a part of its SAIL Application request, as outlined above.

If the proposed Development is not selected for funding or if the Applicant's funding award is rescinded, and the Applicant still wishes to receive the MMRB and/or Non-Competitive Housing Credits, the Applicant will be required to submit a new Application for such funding using the Non-Competitive Application Package that is in effect at that time.

- C. Proposed Developments are not eligible for any funding offered in this RFA if the Applicant has already closed on the Tax-Exempt Bond financing prior to the Application Deadline for this RFA. In addition, proposed Developments are not eligible to receive any funding awarded through this RFA if the Applicant closes on the Tax-Exempt Bond financing prior to the issuance of the preliminary commitment for the SAIL funding. If the Bonds are closed between the Application Deadline and issuance of the preliminary commitment, the Applicant's award will be rescinded.

D. National Housing Trust Fund (NHTF)

The Corporation expects to offer an estimated \$9,000,000 in National Housing Trust Funds (NHTF) to support NHTF Units that meet the requirements outlined in Section Four, A.6.d.(2)(d) of the RFA. NHTF funding may be requested by Applicants that select the Development Category of New Construction or Redevelopment (with or without acquisition) and commit to NHTF Units. In such case, the invitation to enter credit underwriting will inform the Applicant of the NHTF award amount, and the requirement to set-aside NHTF Units.

Note: Applicants that are selected to receive funding and requested NHTF Funding will be invited to enter credit underwriting and will be expected to complete the credit underwriting process, including Board approval of the credit underwriting report, and execute a written agreement within twelve months of the date of the invitation to enter into credit underwriting.

- E. The Corporation is soliciting applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of all Exhibits, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

## SECTION TWO DEFINITIONS

Capitalized terms within this RFA shall have the meaning as set forth in this RFA, in Exhibit B, Rule Chapters 67-21, F.A.C. (effective May 18, 2021), 67-48, F.A.C. (effective May 18, 2021) and 67-60, F.A.C., (effective July 8, 2018) or in applicable federal regulations.

## SECTION THREE PROCEDURES AND PROVISIONS

*Unless otherwise stated within the RFA, the Application package, forms and other information related to this RFA may be found on the RFA Webpage at <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2021/2021-205> (also available by clicking [here](#)).*

### A. Submission Requirements

#### 1. Application Deadline

The Application Deadline is **3:00 p.m., Eastern Time, on October 19, 2021.**

#### 2. Completing the Application Package

##### a. Downloading and completing the documents provided by the Corporation

Download and complete the following documents found on the RFA Webpage:

- (1) The Application (Exhibit A of the RFA);
- (2) The Development Cost Pro Forma; and
- (3) The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) ("Principals Disclosure Form"). A Principals Disclosure Form that was approved during the Advance Review Process, which is described in Section Four A.3.c. of the RFA, may be used to satisfy this requirement.

The download process may take several minutes. Applicants should save these documents with a file name that is unique to the specific Application.

##### b. Creating the All Attachments Document

In addition to the three documents described in a. above, the Application Package also includes one copy consisting of all of the applicable completed Attachments described in the RFA ("All Attachments Document").

Compile all of the attachments described in the RFA into one pdf file separated by pages labeling each Attachment to create the All Attachments Document. This may be accomplished by merging the documents using a computer

program such as Adobe Acrobat Pro or by scanning all of the attachments together.

As described in Section Four, B.2., to be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading. It is not necessary to bookmark the Exhibit A document, the Development Cost Pro Forma, or the Principal Disclosure Form. Acrobat Standard DC or Acrobat Pro DC are the programs required to create bookmarks.

Note: The Corporation has provided instructions on how to bookmark the Attachments as well as sample pages that may be used to separate the attachments on the RFA Webpage. If any of the attachments are not applicable, the Applicant should insert a page stating "Not Applicable" behind the separation page.

3. Uploading the Application Package

The Application Package consists of Exhibit A, the Development Cost Pro Forma, the Principal Disclosure Form, and the All Attachments Document. To upload the Application Package:

- a. Go to the RFA Webpage.
- b. Click the link to login and upload the Application Package. Note: A username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.
- c. After successfully logging in, click "Upload Application Package." Enter the Development Name and click "Browse" to locate the following completed documents saved on the Applicant's computer:
  - (1) The Application (Exhibit A) in Word format;
  - (2) The Development Cost Pro Forma in Excel format;
  - (3) The Principals Disclosure form in Excel format. (If the Applicant received an approved Principals Disclosure Form through the Advance Review Process, the approved form is what should be uploaded);
  - (4) The All Attachments Document in a pdf format.

The average file size is 1.0 MB and should take a moment or two to upload. Larger files may take longer to upload. There is a file size limit of 15 MB, but this may be able to be reduced without reducing the number of pages submitted. Examples of factors that affect file size include the resolution of the scanner or scanning the documents in color or as a graphic/picture.

- d. After the four documents are displayed in the Upload webpage, click "Upload Selected Files" to electronically submit the documents to the Corporation by the Application Deadline. Then the Uploaded Application (consisting of all four documents comprising the Application Package), and its assigned Response Number will be visible in the first column.

Note: If the Applicant clicks "Delete" prior to the Application Deadline, the Application will no longer be considered a Submitted Application and the Applicant will be required to upload the Application Package again in order for these documents to be considered an Uploaded Application. This will generate a new Response Number.

4. Submission to the Corporation

a. Application Fee

By the Application Deadline, provide to the Corporation the required non-refundable \$3,000 Application fee, payable to Florida Housing Finance Corporation via check, money order, ACH, or wire transfer.

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment; and (iii) if paying by wire, include the Federal Reference Number, or if paying by ACH, include the Trace Number at question B.1 of Exhibit A.

**ACH Instructions:**

**BANK NAME:** Wells Fargo  
One Independent Drive, 8<sup>th</sup> Floor  
Jacksonville, Florida 32202

**ABA #:** 121000248

**ACCOUNT NAME:** FHFC

**ACCOUNT #:** 4967822909

**Wire Transfer Instructions:**

**BANK NAME:** WELLS FARGO BANK, N.A.  
420 MONTGOMERY STREET  
SAN FRANCISCO 94104  
United States of America (US)

**ABA #:** 121000248

**ACCOUNT NAME:** FHFC

**ACCOUNT #:** 4967822909

**Check or Money Order Instructions:**

**Payable to:** Florida Housing Finance Corporation

**Mailing Address:** Attn: Marisa Button  
Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301

For scoring purposes, the Corporation will not consider any documentation beyond the Application Package that is uploaded as described above.

**b. Assigning Lottery Numbers**

After 3:00 p.m., Eastern Time, on the Application Deadline, each Application for which an electronically submitted copy and the Application Fee are received by the Application Deadline will be assigned an Application number. In addition, these Applications will be assigned a lottery number by having the Corporation's internal auditors run the total number of Applications received through a random number generator program.

**c. Withdrawing an Application**

Pursuant to subsection 67-60.004(2), F.A.C., any Applicant may request withdrawal of its Application from a competitive solicitation by filing a written notice of withdrawal with the Corporation Clerk. For purposes of the funding selection process, the Corporation shall not accept any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, on the last business day before the date the Review Committee meets to make its recommendations until after the Board has taken action on the Review Committee's recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted. Any funding or allocation that becomes available after such withdrawal is accepted shall be treated as Returned Funding and disposed of according to Section Five B. of the RFA.

Pursuant to subsection 67-21.003(11), F.A.C., the withdrawal by the Applicant from any one program will be deemed by the Corporation to be a withdrawal of the Application from all programs.

- B.** This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.

- C. The Corporation reserves the right to:
1. Waive Minor Irregularities; and
  2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any interested party may submit any inquiry regarding this RFA in writing via e-mail at [RFA\\_2021-205\\_Questions@floridahousing.org](mailto:RFA_2021-205_Questions@floridahousing.org) (also accessible by clicking [here](#)) with "Questions regarding RFA 2021-205" as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on September 14, 2021. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on September 21, 2021, and will post a copy of all inquiries received, and their answers, on the RFA Webpage. The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.
- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- F. By submitting this Application, including all applicable attachments thereto, each Applicant agrees to the terms and conditions outlined in the RFA and certifies that:
1. **Public Records.** Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the Application Deadline, whichever is earlier.
  2. **Noninterference.** At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff, except Corporation legal staff, concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.
  3. **Requirements.** Proposed Developments funded under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the requirements outlined in Rule Chapter 67-48, F.A.C., and/or Rule Chapter 67-21, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
  4. **Modifications.** Any modifications that occur to the Request for Application will be posted on the web site and may result in an extension of the deadline. It is the

responsibility of the Applicant to check the website for any modifications prior to the Application Deadline.

- G. The Corporation expects to select one or more Applications to award the funding contemplated by this RFA. Any such Applications will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

#### **SECTION FOUR INFORMATION TO BE PROVIDED IN APPLICATION**

Provided below are the instructions to be used in completing Exhibit A of this RFA. Unless stated otherwise, all information requested in the RFA pertains to the Development proposed in this Application upon completion of the construction or rehabilitation work.

#### **A. Exhibit A Items**

##### **1. Applicant Certification and Acknowledgement**

Include an Applicant Certification and Acknowledgement form, executed by the Authorized Principal Representative, as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The Applicant Certification and Acknowledgement form is provided on the RFA Webpage. Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

##### **2. Demographic Commitment**

Select one of the following Demographic Commitments:

- a. Family – The proposed Development will serve the general population. Note: Self-Sourced Applicants must select the Family Demographic Commitment.
  - b. Elderly
- (1) Indicate whether the proposed Development will be an Elderly Assisted Living Facility (ALF) or an Elderly Non-ALF.

If the Elderly demographic commitment is selected, the Applicant understands, acknowledges and agrees that it will comply with the Federal Fair Housing Act requirements for housing for older persons and rent at least 80 percent of the total units to residents that qualify as older persons pursuant to that Act or as provided under any state or federal program that the Secretary of HUD determines is specifically designed and operated to assist elderly persons (as defined in the state or federal program). Further, the Applicant understands, acknowledges and agrees that all such units are subject to the income restrictions committed to in the Set-Aside Commitment section of this Application.



- (2) Veteran Preference in Elderly (ALF or Non-ALF) Developments in Medium and Large Counties

To qualify for the Veteran Preference in Elderly Developments, commit to offer a preference to Veterans on occupancy applications and waitlists throughout the Compliance Period with a goal of at least five percent of the units in the Development being occupied by one or more Veterans.

Veteran Households that meet the Link Units or other AMI Set-Aside requirements will also count towards the goal of at least five percent of the units in the Development being occupied by one or more Veterans.

**3. Applicant/Developer/Management Company/Contact Person**

a. Applicant Information

- (1) Applicant

(a) State the name of the Applicant.

(b) State whether the Applicant is a Self-Sourced Applicant.

The following criteria apply to Self-Sourced Applicants:

- Self-Sourced Applicants must select the Family Demographic Commitment as stated in Section Four, A.2. of the RFA;
- The Withdrawal Disincentive policy for Self-Sourced Applicants is stated in Section Four, A.3.b.(3)(b) of the RFA;
- Self-Sourced Applicants must select the Development Category of New Construction as stated in Section Four, A.4.(b) of the RFA;
- The Set-Aside requirements for Self-Sourced Applicants, including the requirement to set aside at least five percent of the total units below 50 percent AMI and all Link Unit requirements, are outlined in Section Four, A.6.d. of the RFA;
- The minimum and maximum SAIL request amounts for Self-Sourced Applicants are described in Section Four, A.10.(a)(1) of the RFA;
- Self-Sourced Applicants must confirm self-sourced permanent financing in an amount that is at least half of the Applicant's eligible SAIL Request Amount or \$1,000,000, whichever is greater, during scoring by providing the Self-Sourced Financing Commitment Verification form (Rev. 11-19). During the credit underwriting process, Self-Sourced Applicants must demonstrate self-sourced permanent financing in an amount that is at least half of the Applicant's eligible SAIL Request Amount or \$1,000,000, whichever

is greater. The SAIL Request Amount does not include the ELI Loan Funding Request Amount. This is further described in Section Four, A.10.b.(2)(i) of the RFA;

- Self-sourced financing will be funded and dispersed pro rata along with SAIL funding. The self-sourced financing must be subordinate to the SAIL loan. This is further described in Section Four, A.10.b.(2)(i) of the RFA; and
- The conditions of the SAIL Loan for Self-Sourced Applicants, including the term of the SAIL Loan, Affordability Period, Land Use Restriction Agreement (LURA), and the qualified contract process is outlined in Item 6.g. of Exhibit C of this RFA.

If any of these requirements are not met, the Applicant will be considered a non-Self-Sourced Applicant and, if the proposed Development was funded to meet the Self-Sourced Applicant Preference, funding awarded under this RFA may be rescinded.

- (2) The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. Include, as **Attachment 2** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements. Such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.
- (3) An Applicant that indicates that it is applying as a Non-Profit will only be considered a Non-Profit, for purposes of this RFA, if the Applicant (i) answers the question demonstrating that it meets the definition of Non-Profit as set out in Rule Chapter 67-21 or 67-48, F.A.C.; and (ii) provides the required information stated below. Any Applicant that applies as a Non-Profit but is not considered a Non-Profit will still be eligible for funding as a for profit entity.

The Applicant's Non-Profit status will be verified during credit underwriting. If this cannot be verified, the Applicant will no longer be considered a Non-Profit Applicant and funding awarded under this RFA may be rescinded.

Provide the following information for the Non-Profit entity that meets the definition stated in Rule Chapter 67-21 or 67-48, F.A.C. as **Attachment 3**:

- (a) The IRS determination letter;
- (b) A description/explanation of how the Non-Profit entity is substantially and materially participating in the management and operation of the Development (i.e., the role of the Non-Profit);

- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

If the Applicant applies as a Non-Profit entity and meets the requirements outlined above to be considered a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.

b. Developer Information

- (1) State the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified (that is not a natural person, Local Government, or Public Housing Authority) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, Local Government, or Public Housing Authority, provide, as **Attachment 4** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Developer satisfies the foregoing requirements. Such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.
- (3) Developer Experience
  - (a) Required Developer Experience

A natural person Principal of at least one experienced Developer entity, which must be disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) outlined below, must have, since January 1, 2001, completed at least one multifamily rental housing development that consists of a total number of units no less than 50 percent of the total number of units in the proposed Development.

The individual meeting the Developer Experience requirements must be disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) and must remain with the Development until the release of the operating deficit guarantee set forth in subsection 67-48.0072(18), F.A.C.

For purposes of this provision, completed development means (i) that the temporary or final certificate of occupancy has been issued for at least one unit in one of the residential apartment buildings within the

development, or (ii) that at least one IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, a Housing Credit development that contains multiple buildings is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

If the experience of a natural person Principal for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the natural person Principal must have also been a Principal of that previous Developer entity as the term Principal was defined by the Corporation at that time.

Required Developer Prior Experience Chart

Provide, as **Attachment 4** to Exhibit A, a prior experience chart for each natural person Principal intending to meet the required Developer experience reflecting the information for the completed multifamily rental housing development.

Each prior experience chart must include the following information:

Developer Prior Experience Chart			
Name of the natural person Principal with the required experience:			
Name of Developer Entity (for the proposed Development) for which the above individual is a Principal:			
Name of Development	Location (City & State)	Total Number of Units	Year Completed

(b) **Withdrawal Disincentive for Self-Sourced Applicants and Developers (5 points)**

(i) **To be awarded five points in this RFA**

Applications will be awarded five points if no Principal named in this RFA is also listed as a Developer, co-Developer or Principal of the Developer named on the Principals Disclosure Form included in RFAs 2019-116 or 2020-205 for Self-Sourced Applicants where an Application has been withdrawn any time subsequent to the applicable RFA’s Application Deadline, but on or before the execution of the issuance of the Preliminary Determination Certificate and payment of the Administrative Fee(s) for such Application(s).

For purposes of scoring this RFA, the Committee shall consider all such withdrawals that are made available to the Committee prior to the date that the Committee meets to make a recommendation to the Board.

(ii) The Withdrawal Disincentive as a Point Item in Future RFAs

Self-Sourced Applicants and Developers are on notice that any Self-Sourced Application submitted in this RFA from a Self-Sourced Applicant that is withdrawn any time subsequent to the Application Deadline but on or before the issuance of the Preliminary Determination Certificate and payment of the Administrative fee will (if the future RFA so provides) result in a point reduction in the scoring of Developer experience in future Applications in which the Developer, Co-Developer or any Principal of the Developer(s) named in the Developer section of the Principals of the Applicant and Developer(s) Disclosure Form of the withdrawn Application is named for purposes of satisfying the Developer experience requirement in the future Application.

Note: As used herein, an Application withdrawal includes a withdrawal of Self-Sourced Applications (or the funding under such Application) initiated or made by the Applicant or by the Corporation itself where such withdrawal by the Corporation is the result of the Applicant's failure to act in accordance with the terms of the RFA or to pay fees in a timely manner as required by the RFA. If an Applicant rejects or declines an invitation to enter credit underwriting within the deadline set forth in this RFA, this will be considered a withdrawal for the purposes of the withdrawal disincentive.

(c) Prior Development Experience a Point Item in Future RFAs

The Corporation will award points for Development Experience in certain RFAs beginning with the 2022/2023 RFA Cycle. Notice is given that any Principal of an Applicant and/or Developer(s) of any non-HUD financed Development\* or any non-RD financed Development\*\* funded in this RFA that also receives Board approval for any of (i) - (iii) below will be deemed ineligible for Development Experience points for exactly 2 years, commencing on the date of the Board's approval:

- (i) More than one exchange of credits, as outlined in the Qualified Allocation Plan, for the same non-HUD financed Development\* or any non-RD financed Development\*\* awarded since the Application Deadline of this RFA;
- (ii) At least one exchange of credits requiring Board approval, as outlined in the Qualified Allocation Plan, for two or more non-HUD financed Developments\* or any non-RD financed Development\*\* funded in RFAs 2020-201, 2020-202, 2020-203, 2020-204, 2020-208, or 2020-211; or
- (iii) A waiver to Rule 67-48, F.A.C., extending the firm commitment deadline of a non-HUD financed Development\* or any non-RD

financed Development\*\* awarded since the Application Deadline of this RFA.

\*A HUD financed Development is a Development that has received construction and/or permanent loan financing from HUD. All Developments without construction and/or permanent loan financing from HUD, which may include those with HUD subsidy funding such as PBRA, are considered non-HUD financed Developments.

\*\* An RD financed Development means a Development that has received construction and/or permanent loan financing from Rural Development (RD) within the United States Department of Agriculture (USDA). All Developments without construction and/or permanent loan financing from RD, which may include those with RD subsidy funding such as PBRA, are considered non-RD financed Developments.

c. Principals Disclosure for the Applicant and for each Developer (5 points)

(1) Eligibility Requirements

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) ("Principals Disclosure Form") as outlined in Section Three above. Prior versions of the Principal Disclosure Form will not be accepted.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals. Per subsection 67-48.002(94), F.A.C., any Principal other than a natural person must be a legally formed entity as of the Application deadline.

The investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified on the Principal Disclosure Form.

(2) Approval during Advance Review Process (5 Points)

Applicants will receive 5 points if the uploaded Principal Disclosure Form is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

To document these dates, the Corporation will stamp the Principal Disclosure Form on the date it is received and the date it is approved. If a Principal Disclosure Form has been approved, but the Applicant must change the form for

any reason, the form may be edited and resubmitted for approval, but the form will receive a new stamp reflecting the date the Corporation received the revised form. Likewise, if a form is returned to the Applicant for correction, the Applicant may make corrections and resubmit the form, but the date of the resubmission will be reflected as the date received. If a Principal Disclosure Form is submitted for an RFA with a "Received" date that is within 14 Calendar Days of the Application Deadline, the Applicant will not be eligible for the 5 Advance Review points.

The Advance Review Process for Disclosure of Applicant and Developer Principals is available on the RFA Webpage and also includes samples which may assist the Applicant in completing the required Principals Disclosure Form.

Note: It is the sole responsibility of the Applicant to review the Advance Review Process procedures and to submit any Principals Disclosure Form for review in a timely manner in order to meet the Application Deadline.

- (3) For purposes of the following, a material change shall mean 33.3 percent or more of the Applicant, a general partner of the Applicant, or a non-investor member of the Applicant, and a non-material change shall mean less than 33.3 percent of the Applicant, a general partner of the Applicant, or a non-investor member of the Applicant.

The name of the Applicant entity or Developer entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation after the Applicant has been invited to enter credit underwriting.

The Applicant entity shall be the recipient of the Housing Credits, and the borrowing entity for the SAIL loan(s) and, if applicable, the MMRB loan, and cannot be changed in any way (materially or non-materially) until after the closing of the loan(s). After loan closing, (a) any material change will require review and approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (b) any non-material change will require review and approval of the Corporation, as well as approval of the Board prior to the change. Changes to the Applicant entity (material or non-material) prior to the loan closing or without Board approval after the loan closing may result in disqualification from receiving funding and may be deemed a material misrepresentation. The Applicant must comply with Principal disclosure requirements outlined in Rule Chapter 67-48, F.A.C. for the duration of the Compliance Period. Changes to the officers or directors of a Public Housing Authority, officers or directors of a non-profit entity, or the investor-limited partner of an Applicant limited partnership or the investor-member of an Applicant limited liability company owning the syndicating interest therein will not result in disqualification, however, the change must be approved by the Corporation.

The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.

d. General Management Company Information

Identify the Management Company and provide, as **Attachment 5** to Exhibit A, a prior experience chart for the Management Company or a principal of Management Company demonstrating experience in the management of at least two affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, HOME, SAIL, etc.), at least one of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, for at least two years each. Note: The Management Company contact person identified in Exhibit A is not required to be the Principal of the Management Company identified in the Prior General Management Experience Chart.

The prior experience chart must include the following information:

Prior General Management Experience Chart				
Name of Management Company or a Principal of the Management Company with the Required Experience: _____				
Name of Development	Location (City & State)	Currently Managing or Formerly Managed	Length of Time (Number of Years)	Total Number of Units

e. Contact Person

- (1) Enter the information for the required Authorized Principal Representative. The Authorized Principal Representative (a) must be a natural person Principal of the Applicant listed on the Principal Disclosure Form; (b) must have signature authority to bind the Applicant entity; (c) must sign the Applicant Certification and Acknowledgement form submitted in this Application; (d) must sign the Site Control Certification form submitted in this Application; and (e) if funded, will be the recipient of all future documentation that requires a signature.
- (2) A separate Operational Contact Person may be included, if desired. If provided, the Operational Contact Person will be the recipient of any general correspondence associated with the Development activities that does not require a signature. If an Operational Contact Person is not provided, the Authorized Principal Representative will be the recipient of any such documentation.

4. General Proposed Development Information

- a. State the name of the proposed Development.



b. Development Category/ Rental Assistance (RA) Level

(1) Select one of the following Development Categories:

- New Construction\*
- Rehabilitation\*\*
- Acquisition and Rehabilitation\*\*
- Redevelopment
- Acquisition and Redevelopment
- Preservation; or
- Acquisition and Preservation

\*Self-Sourced Applicants must commit to the New Construction Development Category.

\*\*For purposes of SAIL funding, this includes Substantial Rehabilitation.

If the proposed Development consists of acquisition and either Rehabilitation or Preservation, with or without new construction (where the applicable new construction is for the building of units which will total less than 50 percent of the proposed Development's total unit count), and the Applicant is not requesting Corporation funding related to the acquisition, the Applicant should select Rehabilitation or Preservation, as applicable, as the Development Category. However, the acquisition costs and sources must still be reflected on the Development Cost Pro Forma.

(2) The proposed Development must meet the Development Category requirements for the applicable Development Category as listed below:

(a) New Construction

If requesting NHTF funding, all units must be new construction without any rehabilitation. If not requesting NHTF funding, at least 50 percent of the total units must be new construction.

(b) Rehabilitation (with or without Acquisition)

- (i) Less than 50 percent of the total units must be new construction;
- (ii) The proposed Development must meet the definitions of both Rehabilitation and Substantial Rehabilitation in Rule 67-48.002, F.A.C.; and
- (iii) Rehabilitation expenses within one 24-month period for the building(s) being rehabilitated must meet the criteria for both items below:

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

- (A) The estimated total amount of rehabilitation expenses must be equal to or greater than 20 percent of the adjusted basis of the acquired building; and
- (B) The qualified basis of the estimated total amount of rehabilitation expenses per low-income unit must be greater than or equal to \$15,000.

For scoring purposes, the Corporation performs a calculation to verify these criteria are met and displays the results on the bottom of the Detail/Explanation Sheet of the Development Cost Pro Forma (page 4) using the values within the Development Cost Pro Forma as identified below. The calculations are determined as follows:

Calculation information for (A) above:

To calculate the estimated total amount of rehabilitation expenses: Begin with the eligible Development Cost (Column 1, Item C), subtract eligible Total Acquisition Costs of Existing Development excluding land (Column 1, Item B), add eligible Developer Fee on Non-Acquisition Costs (Column 1, found within Item D, subject to RFA limits).

Note: Regardless of the number buildings in the proposed Development, the calculation at time of application will be based on the Development as a whole. Rehabilitation expenses are amounts chargeable to the capital account related to the rehabilitation of a building which are exclusive of the costs associated with the acquisition of the building.

To calculate the adjusted basis of the acquired building:

Begin with eligible Total Acquisition Costs of Existing Development excluding land (Column 1, Item B), add eligible Developer Fee on Acquisition Costs (Column 1, found within Item D). However, if the first line item in Column 1, Item B (Acquisition Cost of Existing Development, excluding land, Existing Building(s)) is zero, then the adjusted basis of the building shall also be zero.

Calculation information for (B) above:

Calculate the estimated total amount of rehabilitation expenses as described in the above calculation information for (A) above.

*For proposed Developments that qualify for a basis boost:*

The qualified basis is determined by multiplying the estimated total amount of rehabilitation expenses calculated above by 1.3, then multiplying the result by the Total Set-Aside Percentage. The result is divided by the number of Set-Aside Units. The resulting amount is the qualified basis of the estimated rehabilitation expenses per low-income unit.

*For proposed Developments that do not qualify for a basis boost:*

The qualified basis is determined by multiplying the estimated total amount of rehabilitation expenses calculated above by the Total Set-Aside Percentage. The result is divided by the number of Set-Aside Units. The resulting amount is the qualified basis of the estimated rehabilitation expenses per low-income unit.

(c) Redevelopment (with or without Acquisition)

- (i) If requesting NHTF funding, all units must be new construction without any rehabilitation. If not requesting NHTF funding, at least 50 percent of the total units must be new construction;
- (ii) The Development must meet the definition of Redevelopment in Rule Chapter 67-48.002, F.A.C.; and
- (iii) Provide, as **Attachment 6** to Exhibit A, a Development Category Qualification Letter from HUD or RD, dated within 12 months of the Application Deadline, which includes the following information:
  - Name of the Development\*;
  - Address of the Development;
  - Year built\*\*;
  - Total number of units that will receive PBRA and/or ACC if the proposed Development is funded;
  - Total number of units that currently have or are receiving PBRA and/or ACC. If none, the total number of units that originally received PBRA; and
  - The HUD or RD program currently associated with the existing development. If none, the HUD or RD program originally associated with the existing development.

\*For purposes of this provision, the Name of the Development may be the name at the time of the PBRA and/or ACC award.

\*\* The Development must have been built at least 30 years prior to the Application Deadline to meet the definition of Redevelopment.

- (d) Preservation (with or without Acquisition)
- (i) Less than 50 percent of the total units must be new construction;
  - (ii) The proposed Development must meet the definitions of Preservation in Rule 67-48.002, F.A.C. and Rehabilitation in Rule 67-48.002, F.A.C.,
  - (iii) Rehabilitation expenses within one 24-month period for the building(s) being rehabilitated must meet the criteria for both items below:
    - (A) The estimated total amount of rehabilitation expenses must be equal to or greater than 20 percent of the adjusted basis of the acquired building; and
    - (B) The qualified basis of the estimated total amount of rehabilitation expenses per low-income unit must be greater than or equal to \$15,000.

For scoring purposes, the Corporation performs a calculation to verify these criteria are met and displays the results on the bottom of the Detail/Explanation Sheet of the Development Cost Pro Forma (page 4) using the values within the Development Cost Pro Forma as identified below. The calculations are determined as follows:

Calculation information for (A) above:

To calculate the estimated total amount of rehabilitation expenses: Begin with the eligible Development Cost (Column 1, Item C), subtract eligible Total Acquisition Costs of Existing Development excluding land (Column 1, Item B), add eligible Developer Fee on Non-Acquisition Costs (Column 1, found within Item D, subject to RFA limits).

Note: Regardless of the number buildings in the proposed Development, the calculation at time of application will be based on the Development as a whole. Rehabilitation expenses are amounts chargeable to the capital account related to the rehabilitation of a building which are exclusive of the costs associated with the acquisition of the building.

To calculate the adjusted basis of the acquired building:

Begin with eligible Total Acquisition Costs of Existing Development excluding land (Column 1, Item B), add eligible Developer Fee on Acquisition Costs (Column 1, found within

Item D). However, if the first line item in Column 1, Item B (Acquisition Cost of Existing Development, excluding land, Existing Building(s)) is zero, then the adjusted basis of the building shall also be zero.

Calculation information for (B) above:

Calculate the estimated total amount of rehabilitation expenses as described in the above calculation information for (A) above.

*For proposed Developments that qualify for a basis boost:*

The qualified basis is determined by multiplying the estimated total amount of rehabilitation expenses calculated above by 1.3, then multiplying the result by the Total Set-Aside Percentage. The result is divided by the number of Set-Aside Units. The resulting amount is the qualified basis of the estimated rehabilitation expenses per low-income unit.

*For proposed Developments that do not qualify for a basis boost:*

The qualified basis is determined by multiplying the estimated total amount of rehabilitation expenses calculated above by the Total Set-Aside Percentage. The result is divided by the number of Set-Aside Units. The resulting amount is the qualified basis of the estimated rehabilitation expenses per low-income unit.

- (iv) The existing affordable development must be at least 75 percent occupied as of the Application Deadline; and
- (v) Provide a Development Category Qualification Letter from HUD or RD, as **Attachment 6** to Exhibit A. The letter must be dated within six months of the Application Deadline and include the following information:
- Name of the Development \*;
  - Address of the Development;
  - Year built\*\*;
  - Total number of units that currently receive PBRA and/or ACC;
  - Total number of units that will receive PBRA and/or ACC if the proposed Development is funded;
  - All HUD or RD financing program(s) originally and/or currently associated with the existing development; and
  - Confirmation that the Development has not received financing from HUD or RD after 2001 where the rehabilitation budget was at least \$10,000 per unit in any year.

## Complete RFA reflecting 8-20-21 and 10-8-21 modifications

\*For purposes of this provision, the Name of the Development may be the name at the time of the PBRA and/or ACC award.

\*\* The Development must have been built at least 20 years prior to the Application Deadline to meet the definition of Preservation and must be built in 1991 or earlier to receive the Age of Development funding selection preference

### (3) Rental Assistance (RA) Level Classification

#### (a) Development Category Qualification Letter

##### (i) Development Category of Redevelopment and Preservation (with or without Acquisition)

The Development Category Qualification Letter is required of all Developments with the Development Category of Redevelopment and Preservation (with or without Acquisition) as stated in the Development Category requirements above.

##### (ii) Development Category of New Construction or Rehabilitation, with or without Acquisition

The Development Category Qualification Letter is not an eligibility requirement for proposed Developments with the Development Category of New Construction or Rehabilitation, with or without Acquisition; however, in order to be classified as an RA Level other than RA Level 6, the Development Category Qualification Letter must be provided as **Attachment 6**, and must meet the following requirements:

The Development Category Qualification Letter must be a letter from a designated administrator of a federal program that provides long-term rental assistance. The rental assistance provided must be tied to the proposed Development and its units and be for a minimum of 20 years from the date the Development's units are placed in service\*. The letter must include the following information and be dated within 12 months of the Application Deadline:

- Name of the proposed Development;
- Address of the proposed Development;
- Total number of units that will receive PBRA, ACC, and/or other form of federal long-term rental assistance if the proposed Development is funded;
- The federal program associated with the rental assistance; and
- A statement that the committed rental assistance will be reserved and available for use by the proposed Development by the time the units are placed in service and

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

committed for a minimum of 20 years upon the units being placed in service\*.

\*This may be subject to congressional appropriation and continuation of the rental assistance program. For developments documenting the commitment of RD rental assistance, the minimum 20-year commitment term from the date the Development's units are placed in service is not applicable.

All funded Applications will be held to the number of RA Units stated in the Development Category Qualification Letter provided by the Applicant. This requirement will apply throughout the compliance period, subject to congressional appropriation and continuation of the rental assistance program.

(b) Calculating the Rental Assistance (RA) Level

The total number of units that will receive rental assistance (i.e., PBRA and/or ACC and, in the case of New Construction and Rehabilitation, other forms of federal long-term rental assistance), as stated in the Development Category Qualification Letter provided as **Attachment 6**, will be considered to be the proposed Development's RA Units and will be the basis of the Applicant's RA Level Classification. The Corporation will divide the RA Units stated in the Development Category Qualification Letter by the total units stated by the Applicant in Exhibit A, resulting in a Percentage of Total Units that are RA Units. Using the Rental Assistance Level Classification Chart below, the Corporation will determine the RA Level associated with both the Percentage of Total Units and the number of RA Units. The best rating of these two levels will be assigned as the Application's RA Level Classification.

Rental Assistance Level Classification Chart			
Rental Assistance Level	Percentage of Total Units that will receive Rental Assistance		Number of RA Units that will receive Rental Assistance
Level 1	All units (with the exception of up to 2 units)	or	At least 100 RA Units and greater than 50% of the total units
Level 2	Greater than 90.00%	or	Greater than 90 RA Units but less than 100 RA Units and greater than 50% of the total units
Level 3	Greater than 75.00%, equal to or less than 90.00%	or	Greater than 75 RA Units but less than 90 RA Units and greater than 50% of the total units
Level 4	Greater than 50.00%, equal to or less than 75.00%		N/A
Level 5	Greater than 10.00%, equal to or less than 50.00%		N/A
Level 6*	10.00% or less of the total units receive rental assistance		N/A

\*Applications will be classified RA Level 6 if 10.00% or less of the total units will receive rental assistance or if the Applicant fails to meet the criteria outlined above.

c. Development Type

Select the Development Type for the proposed Development. For mixed-type Developments, indicate the type that will comprise the majority of the units in the Development.

- Garden Apartments (a building comprised of 1, 2 or 3 stories, with or without an elevator)
- Townhouses
- Mid-Rise, 4-stories (a building comprised of 4 stories and each residential building must have at least one elevator)
- Mid-Rise, 5 to 6-stories (a building comprised of 5 or 6 stories and each residential building must have at least one elevator)
- High-Rise (a building comprised of 7 or more stories and each residential building must have at least one elevator)

For purposes of determining the number of stories, each floor in the building(s) should be counted regardless of whether it will consist of retail, parking, or residential.

Note: Any dwelling unit that consists of more than one story, (e.g. Townhouse), is prohibited for Elderly Set-Aside Units. A residential building that consists of more than one story is not prohibited for Elderly Set-Aside Units if there is a minimum of one elevator per residential building provided for all Elderly Set-Aside Units that are located on a floor higher than the first floor.

d. Enhanced Structural Systems (“ESS”) Construction Qualifications

To qualify as “Enhanced Structural Systems Construction” or “ESS Construction” for purposes of the Total Development Cost Limitation calculation and the Leveraging calculation, the proposed Development must meet at least one of the specifications listed below.

- (1) For all new construction buildings, and as of the Application Deadline for all existing buildings proposed for rehabilitation, as applicable, all of the following structural elements must consist of 100 percent poured concrete/masonry, 100 percent steel, or a combination adding up to 100 percent of concrete/masonry and steel, as verified during credit underwriting: all exterior walls and other external load-bearing elements, as well as the floor of the lowest story of the building that contains residential, commercial or storage space (other than parking), and any under-floor/under-ground supports for that lowest story’s floor.

Additionally, if the proposed work includes rehabilitation of any structural elements listed above, the structural elements must also meet the above requirements after completion of the rehabilitation work.

- (2) Any new construction buildings with the Development Type of Mid-Rise (4, 5 or 6 story) that utilize a ESS Podium Structure shall qualify as “ESS Construction.” New construction buildings of other Development Types that utilize a ESS Podium Structure must meet the requirements in (1) above in order to qualify as “ESS Construction.” In this event, the top surface of the podium itself shall be considered to be the floor of the lowest story of the building that contains residential, commercial or storage space (other than parking).



For the purposes of determining “ESS Construction,” there is no requirement regarding the materials to be used in the roof of the building.

The term “ESS Podium Structure” shall mean a non-residential support structure underneath the rental units constructed solely of concrete/masonry, steel, or some combination of concrete/masonry and steel together, and where said structure under the rental units must utilize at least 85 percent of the square footage for parking or non-commercial utility/ancillary building uses only. Up to 15 percent of the square footage can be used for other non-residential purposes.

These qualifying criteria specifically exclude face brick or brick veneer from qualifying as ESS Construction for purposes of this RFA unless the proposed Development otherwise meets the requirements in (1) or (2) above.

For purposes of this RFA, the Corporation will consider an Application to be ESS Construction if the answer to question 4.d. of Exhibit A is “Yes.” This will be verified during the credit underwriting process. If this cannot be verified the Development will no longer be considered ESS Construction, and funding awarded under this RFA may be rescinded.

e. Combination of Development Categories, Development Types, or ESS/non-ESS Construction

If the Development utilizes a combination of Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Leveraging Classification calculation and Total Development Cost Per Unit Limitation calculation, complete the chart in Exhibit A of the RFA reflecting the appropriate breakdown.

If the Development does not utilize a combination of Development Categories, Development Types, or ESS/non-ESS Construction, the chart is not required. In that event, the Leveraging Classification calculation and Total Development Cost Per Unit Limitation calculation will be made by applying the Development Type, Development Category and ESS Construction determination to all units in the proposed Development.

**5. Location of Proposed Development**

a. Indicate the county where the proposed Development will be located.

**Large, Medium and Small County Geographic Categories**

Large	Medium		Small	
Broward	Alachua	Manatee	Baker	Jefferson
Duval	Bay	Marion	Bradford	Lafayette
Hillsborough	Brevard	Martin	Calhoun	Levy
Miami-Dade	Charlotte	Okaloosa	Columbia	Liberty
Orange	Citrus	Osceola	De Soto	Madison
Palm Beach	Clay	Pasco	Dixie	Monroe
Pinellas	Collier	Polk	Franklin	Nassau
	Escambia	St. Johns	Gadsden	Okeechobee
	Flagler	St. Lucie	Gilchrist	Putnam
	Hernando	Santa Rosa	Glades	Suwannee
	Highlands	Sarasota	Gulf	Taylor
	Indian River	Seminole	Hamilton	Union
	Lake	Sumter	Hardee	Wakulla
	Lee	Volusia	Hendry	Walton
	Leon		Holmes	Washington
			Jackson	

b. Provide the Address of the Development site

Indicate (1) the address number, street name, and name of city, and/or (2) the street name, closest designated intersection, and either name of city or unincorporated area of county. If the proposed Development consists of Scattered Sites, this information must be provided for each of the Scattered Sites.

c. State whether the Development consists of Scattered Sites.

If the proposed Development consists of Scattered Sites, the following conditions must be met:

- (1) For Developments located in a county other than Monroe County, a part of the boundary of each Scattered Site must be located within ½ mile of a part of the boundary of the Scattered Site with the most units. For Developments located in Monroe County, a part of the boundary of each Scattered Site must be located within 20 miles of a part of the boundary of the Scattered Site with the most units;
- (2) Site control and Ability to Proceed must be demonstrated in the Application for all Scattered Sites; and
- (3) All Scattered Sites must be located within the same county.

d. Latitude/Longitude Coordinates

- (1) Provide a Development Location Point stated in decimal degrees, rounded to at least the sixth decimal place. If the proposed Development consists of

Scattered Sites, as of Application Deadline the Development Location Point must affirmatively be established on the site with the most units, as outlined in subsection 67-48.002(34), F.A.C., and latitude and longitude coordinates for each Scattered Site must also be provided.

- (2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, provide the latitude and longitude coordinates of one point located anywhere on the Scattered Site. The coordinates must be stated in decimal degrees and rounded to at least the sixth decimal place.

Note: 30.443900, -84.283960 is an example of decimal degrees format, represented to six decimal places.

e. Proximity Requirements and Proximity Tiebreakers used in Funding Selection Process

The Application may earn proximity points based on the distance between the Development Location Point and the Bus or Rail Transit Service (if Private Transportation is not selected at question 5.e.(2)(a) of Exhibit A) and the Community Services stated in Exhibit A. Proximity points are awarded according to the Transit and Community Service Scoring Charts outlined in Item 2 of Exhibit C. Proximity points will not be applied towards the total score. Proximity points will only be used to determine whether the Applicant meets the required minimum proximity eligibility requirements and the preferences outlined in the chart below.

Requirements

All Large County Applications must achieve a minimum number of Transit Service Points and achieve a minimum number of total proximity points to be eligible for funding. Small and Medium County Applications are not required to achieve a minimum number of Transit Service Points but must achieve a minimum number of total proximity points to be eligible for funding.

Proximity Funding Preference Qualifications

All Applications may also qualify for the Proximity Funding Preference described in Section Five, B.4. of the RFA.

Application Qualifications	If Eligible for PHA or RD Proximity Point Boost, Required Minimum Transit Service Points that Must be Achieved to be Eligible for Funding	If NOT Eligible for PHA or RD Proximity Point Boost, Required Minimum Transit Service Points that Must be Achieved to be Eligible for Funding	Required Minimum Total Proximity Points that Must be Achieved to be Eligible for Funding	Minimum Total Proximity Points that Must be Achieved to Receive the Proximity Funding Preference
Large County Application	1.5	2.0	10.5	12.5 or more
Medium County Application	N/A	N/A	7.0	9.0 or more
Small County Application	N/A	N/A	4.0	6.0 or more

The Application may earn proximity points through the following:

- Qualifying for the PHA Proximity Point Boost or the RD 515 Proximity Point Boost;
- Providing private transportation or based on the distance between the Development Location Point and the Bus or Rail Transit Service; and
- Based on the distance between the Development Location Point and the Community Services.

(1) PHA or RD 515 Proximity Point Boost

(a) PHA Proximity Point Boost

An Application that involves a site(s) with an existing Declaration of Trust between a Public Housing Authority (PHA) and HUD will qualify to receive a 3-point boost toward its proximity score if the Applicant provides a letter from the PHA dated within 12 months of the Application Deadline certifying that the site(s) where all of the units in the proposed Development will be located has an existing Declaration of Trust between the PHA and HUD. The letter must be signed by the appropriate person authorized to make such a certification and must be provided as **Attachment 7** to Exhibit A. Note: This 3-point boost will not count toward meeting the Minimum Transit Services score.

or

(b) RD 515 Proximity Point Boost

An Application that involves property that is currently assisted with RD 515 funding will qualify to receive a 3-point boost toward its proximity score if the Applicant demonstrates RD 515 funding as outlined in Section Four A.10.b.(1) of the RFA and the Applicant selected the Development Category of Rehabilitation or Redevelopment, with or without Acquisition. Note: This 3-point boost will not count toward meeting the Minimum Transit Services score.

(c) All Large County Applications that qualify for either the PHA Proximity Point Boost or the RD 515 Proximity Point Boost will be required to achieve at least 1.5 Transit Service Points. All other Large County Applications will be required to achieve at least 2.0 Transit Service Points.

(2) Transit Services (Maximum of 6 points)

Select Private Transportation or provide the location information for one of the remaining four Transit Services to achieve Proximity Points to use for calculating the Application's Transit Score. The Transit Service Scoring Charts, reflecting the

methodology for calculating the points awarded based on the distances, are outlined Exhibit C.

Location of coordinates for Transit Services

To receive proximity points for Transit Services other than Private Transportation, provide latitude and longitude coordinates for that service, stated in decimal degrees, rounded to at least the sixth decimal place, and the distance between the Development Location point and the coordinates for the service. The distances between the Development Location Point and the latitude and longitude coordinates for each service will be the basis for awarding proximity points.

For a Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, and Rail Station, coordinates must represent the location where passengers may embark and disembark the bus or train.

(a) Private Transportation (2 Points)

This service is defined in Exhibit B and may be selected only if the Applicant selected the Elderly (ALF or Non-ALF) Demographic Commitment.

or

(b) Public Bus Stop (Maximum 6 Points)

(i) This service is defined in Exhibit B and may be selected by all Applicants.

(ii) Each Public Bus Stop must meet the definition of Public Bus Stop as defined in Exhibit B. Each Public Bus Stop, except for Sister Stops, must serve at least one unique route. Up to two of the selected Public Bus Stops may be Sister Stops as defined in Exhibit B.

or

(c) Public Bus Transfer Stop (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

or

(d) Public Bus Rapid Transit Stop (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

or

(e) Public Rail Station (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

(3) Community Services (Up to three Community Services may be selected, for a maximum 4 Points for each service)

The Community Services that are available to all Demographics are Grocery Store, Medical Facility, Pharmacy, and Public School.

Up to three Community Services may be selected, for a maximum 4 Points for each service. If all four Community Services are selected, the Corporation will only award points for the three Community Services that are closest to the Development Location Point based on the distance stated in Exhibit A, even if the service that is furthest from the Development Location Point would have achieved a higher point value. In the event that the two Community Services that are furthest from the Development Location Point have an equal distance, the Corporation will select the service that is listed higher on the Community Service chart in Exhibit A. Under no circumstance will the fourth service be considered for points, even if during the litigation process, one of the Community Services is determined to not qualify for proximity points.

Provide the location information and distances for Community Services on which to base the Application's Community Services Score. The Community Service Scoring Charts, which reflect the methodology for calculating the points awarded based on the distances, are outlined in Exhibit C.

The distance between the Development Location Point and each Community Service must be calculated from a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located. If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same location for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

(4) Scoring Proximity to Services (Transit and Community)

(a) Private Transportation

Applicants that selected the Elderly (ALF or Non-ALF) Demographic Commitment and wish to provide Private Transportation as the Transit

Service must select "Yes" at question 5.e.(2)(a) of Exhibit A to be eligible to receive 2 points.

(b) Bus and Rail Transit Services

Applicants that wish to receive proximity points for Transit Services other than Private Transportation must provide latitude and longitude coordinates for that service, stated in decimal degrees, rounded to at least the sixth decimal place, and the distance between the Development Location Point and the coordinates for the service. The distances between the Development Location Point and the latitude and longitude coordinates for each service will be the basis for awarding proximity points. Failure to provide the distance for any service will result in zero points for that service. The Transit and Community Service Scoring Charts reflecting the methodology for calculating the points awarded based on the distances are in Exhibit C.

(c) Community Services

Applicants that wish to receive proximity points for any community service must provide the name and address for that service, and the distance between the Development Location Point and the location for the service. The distances between the Development Location Point and the doorway threshold for each service will be the basis for awarding proximity points. Failure to provide the distance for any service will result in zero points for that service. The Transit and Community Service Scoring Charts reflecting the methodology for calculating the points awarded based on the distances are in Exhibit C.

f. Mandatory Distance Requirement

To be eligible for funding, Applications must qualify for the Mandatory Distance Requirement. Applications may qualify automatically, as outlined below. Applications that are not eligible for the automatic qualification will only qualify if the distance between the Development Location Point, (and the latitude and longitude coordinates provided for any Scattered Sites, if applicable), and the coordinates for the other properties identified on the June 21, 2021 FHFC Development Proximity List (the List) that serve the same demographic group as the proposed Development meets the Mandatory Distance Requirement as outlined in (2) below. The List is available on the RFA Webpage. Applications that do not qualify for the Mandatory Distance Requirement under (1) or (2) below will not be eligible for funding.

(1) Applications Eligible for the Automatic Qualification for the Mandatory Distance Requirement

- (a) The Applicant selected the Rehabilitation Development Category (with or without Acquisition), the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline, and the proposed

Development meets all of the following criteria: (i) the Applicant commits to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart, and (ii) the proposed Development is classified as RA Level 1 or RA Level 2;

- (b) The Applicant selected the Redevelopment Development Category (with or without Acquisition) and the proposed Development meets all of the following criteria: (i) the Applicant commits to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, and (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent; or
  - (c) The Applicant selected the Preservation Development Category (with or without Acquisition).
- (2) Applications not eligible for the automatic qualification for the Mandatory Distance Requirement will qualify for the Mandatory Distance Requirement if the distance between the latitude and longitude coordinates provided for the Development Location Point, and any Scattered Sites, if applicable, to the coordinates for the other properties identified on the June 21, 2021 Development Proximity List (the List) that serve the same demographic group as the proposed Development meet the following distance requirements:

	Distance between the proposed Development and Developments on the List if the Development on the Proximity List has <u>at least 31 Total Units</u>	Distance between the proposed Development and Developments on the List if the Development on the Proximity List has <u>less than 31 Total Units</u>
All Small Counties	2.0 miles	1.0 miles
All Medium Counties	1.0 miles	N/A
All Large Counties	0.5 miles	N/A

The June 21, 2021 FHFC Development Proximity List and mapping software to display both the Proximity List properties on the list and the Mandatory Distance Requirement buffers described in the chart above are available on the RFA Webpage.

An Applicant may disregard any Development(s) on the List that serves the same demographic group as the proposed Development if the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one of the following criteria: (i) they are contiguous or are divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development. If this provision applies to the proposed



Development, Identify the Development(s) on the List that it wishes to disregard.

**6. Number of Units and Buildings**

- a. State the total number of units that will be in the proposed Development upon completion.

Note: All Buildings must consist of at least five units per building. This will be confirmed in credit underwriting.

All proposed Developments must consist of a minimum of 30 total units. The total units include all set-aside units, Manager Units as described in Rule Chapter 67-53, F.A.C., and if applicable, market rate units. The maximum total number of units, if applicable, is limited as follows:

- (1) Elderly Non-ALF Developments
  - (a) There is no total unit limitation for proposed Developments with the Development Category of Rehabilitation or Preservation, with or without Acquisition, of an existing, occupied housing facility that is operating as housing for older persons as set forth in the Federal Fair Housing Act as of the Application Deadline.
  - (b) Proposed Developments that do not meet the conditions in (a) above that are located in Miami-Dade County and Broward County may consist of up to 200 total units. Proposed Developments that do not meet the conditions in (a) above that are located in all other counties may consist of up to 160 total units.
- (2) Elderly ALF Developments may consist of up to 125 total units.
- (3) Family Developments
  - (a) Proposed Developments with a Development Category of New Construction or Redevelopment, with or without Acquisition that are requesting Corporation-issued MMRB cannot exceed a maximum of 300 total units.
  - (b) There is no total unit limitation for proposed Developments with the Development Category of Rehabilitation or Preservation, with or without Acquisition.

Note: The total number of units stated in the Application may be increased, up to any applicable allowable limit, after the Applicant has been invited to enter into credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.

- b. Indicate whether the proposed Development consists of (1) 100 percent new construction units (2) 100 percent rehabilitation units or (3) a combination of new construction units and rehabilitation units and state the quantity of each type.

Note: To be eligible for NHTF funding, proposed Developments that select the Development Category of New Construction or Redevelopment, with or without Acquisition, must be 100 percent new construction.

- c. Occupancy Status

- (1) If the Development Category is Rehabilitation, with or without Acquisition, indicate whether there are any existing units on the Development site as of Application Deadline, and if so, the occupancy status of such units.
- (2) If the Development Category is Preservation, with or without Acquisition, the existing affordable development must be at least 75 percent occupied as of the Application Deadline.

Regardless of the Development Category, if there are existing occupied units and if the Development is funded, a plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.

- d. Set-Aside Commitments

- (1) Minimum Set-Aside Commitments per Section 42 of the IRC

Per Section 42 of the IRC, elect one of the following minimum set-aside commitments:

- 20% of the units at 50% or less of the Area Median Income (AMI)
- 40% of the units at 60% or less of the AMI
- Average Income Test

Note: Choosing the 20 percent at 50 percent AMI or less minimum set-aside will restrict ALL Set-Aside Units at 50 percent or less of the AMI. Applicants may select the 40 percent at 60 percent AMI or less minimum set-aside without committing to set aside any of the units at the 60 percent AMI level. For example, an Applicant may commit to set aside 40 percent at 50 percent AMI and this would also be considered 40 percent at 60 percent AMI or less.

The Average Income Test requires that (a) forty percent or more of the residential units in the Development be both rent-restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by the Applicant with respect to the respective unit, subject to the special rules relating to income limitation which (b) require the Applicant to designate the imputed income limitation of each unit taken into account under (a) above, such that the average of the imputed income limitations of all units designated by the Applicant shall not exceed 60 percent of the area median

income. The designated imputed income limitation of any such unit shall be in 10-percent increments as follows: 20 percent, 30 percent, 40 percent, 50 percent, 60 percent, 70 percent, or 80 percent of the area median income. If the Average Income Test is selected, the set-aside commitment for the Tax-Exempt Bonds will be 40 percent of the units at 60 percent or less of the AMI.

(2) Set-Aside Commitments per Corporation Requirements

The Corporation has additional minimum set-aside requirements beyond those required by Section 42 of the IRC which must be reflected on the Total Set-Aside Breakdown Chart, as outlined below:

(a) Total Income Set-Aside Commitment

(i) Proposed Developments with a Demographic Commitment of Family or Elderly Non-ALF

If the Average Income Test is not selected, set aside a total of at least 80 percent of the Development's total units at 60 percent AMI or less.

If the Average Income Test is selected, set aside a total of at least 80 percent of the Development's total units at 80 percent AMI or less, but the Average AMI of the Qualifying Housing Credit Units\* cannot exceed 60 percent.

(ii) Proposed Developments with a Demographic Commitment of Elderly ALF

If the Average Income Test is not selected, set aside a total of at least 50 percent of the Development's total units at 60 percent AMI or less.

If the Average Income Test is selected, set aside a total of at least 50 percent of the Development's total units at 80 percent AMI or less, but the Average AMI of the Qualifying Housing Credit Units\* cannot exceed 60 percent.

\*The Average AMI of the Qualifying Housing Credit Units is further described in (3)(b) below.

(b) Extremely Low Income (ELI) and Below 50 Percent AMI Set-Aside Units

(i) ELI Set-Aside Unit Requirements for proposed Developments from Non-Self-Sourced Applicants

Non-Self-Sourced Applicants are required to set aside a required percentage of total units for Extremely Low Income (ELI)

Households and meet all Link requirements stated below. Such Applicants will be eligible for ELI Loan Funding.

If the Average Income Test is not selected, the Applicant must set aside at least 10 percent of total units for ELI Households. The requirement to set aside units for ELI Households refers to the ELI AMI level for the county where the proposed Development is located, as outlined on the chart below. 50 percent of the ELI Set-Aside Units must meet the Link Unit requirements.

If the Average Income Test is selected, the Applicant must set aside at least 15 percent of total units for ELI Households. The ELI AMI level will be 30 percent, regardless of county. Applicants will be eligible for ELI Loan funding. 50 percent of the ELI Set-Aside Units must meet the Link Unit requirements.

(ii) Set-Aside Unit Requirements for Self-Sourced Applicants that did not select the Average Income Test

If the Average Income Test is not selected, the Applicant must set aside at least five percent of the total units below 50 percent AMI. None of these units are required to be set aside for ELI Households; however, the Applicant will qualify for ELI Loan Funding if units are set aside for ELI Households (“ELI Set-Aside Units”). The requirement to set aside units for ELI Households refers to the ELI AMI level for the county where the proposed Development is located, as outlined on the chart below. 50 percent of the units that are set aside below 50 percent AMI must meet the Link Unit requirements.

*Examples of the above requirement for Self-Sourced Applicants that did not select the Average Income Test:*

Development A is located in a county which has an ELI AMI level of 30 percent. The Applicant sets aside five percent of the total units at 45 percent AMI and 95 percent of the total units at or above 50 percent AMI. The units set aside at 45 percent AMI will satisfy the requirement to set aside at least five percent of the total units below 50 percent AMI. 50 percent of these units must meet the Link Unit requirements. The proposed Development is not eligible for ELI Loan Funding.

Development B is located in a county which has an ELI AMI level of 40 percent. The Applicant sets aside five percent of the total units at 40 percent AMI and 95 percent of the total units at or above 50 percent AMI. The units set aside at 40 percent AMI will satisfy the requirement to set aside at least five percent of the total units below 50 percent AMI. 50 percent of these units

must meet the Link Unit requirements. Additionally, because the county ELI level is 40 percent, these same units will be considered ELI Set-Aside Units and will be eligible for ELI Loan Funding.

Development C is located in a county which has an ELI AMI level of 40 percent. The Applicant sets aside five percent of the total units at 50 percent AMI and 95 percent of the total units at AMI levels above 50 percent AMI. The proposed Development will not be eligible for funding because the Applicant failed to meet the requirement to set aside at least five percent of the total units below 50 percent AMI.

(iii) Set-Aside Unit Requirements for Self-Sourced Applicants that did select the Average Income Test

If the Average Income Test is selected, the Applicant must set aside at least five percent of the total units below 50 percent AMI. Applicants will only qualify for ELI Loan Funding if units are set aside for ELI Households at 30 percent AMI or below ("ELI Set-Aside Units"), in addition to the five percent of the total units set aside below 50 percent AMI. 50 percent of the units that are set aside below 50 percent AMI must meet the Link Unit requirements.

*Examples of the above requirement for Self-Sourced Applicants that selected the Average Income Test:*

A Self-Sourced Applicant submits Development D and sets aside five percent of the total units at 30 percent AMI and 95 percent of the total units at or above 50 percent AMI. The units set aside at 30 percent AMI will satisfy the requirement to set aside at least five percent of the total units below 50 percent AMI. 50 percent of these units must meet the Link Unit requirements. However, these ELI Set-Aside Units are not eligible for ELI Loan Funding. Applicants will only qualify for ELI Loan Funding if the Applicant commits to ELI Set-Aside Units that are in addition to the five percent of the total units required to be below 50 percent AMI.

A Self-Sourced Applicant submits Development E and sets aside five percent of the total units at 30 percent AMI, five percent of the total units at 40 percent AMI, and 90 percent of the total units at or above 50 percent AMI. The units set aside at 40 percent AMI will satisfy the requirement to set aside at least five percent of the total units below 50 percent AMI. Additionally, the units set aside at 30 percent AMI will be considered ELI Set-Aside Units and will be eligible for ELI Loan

Funding. 50 percent of all of the units that are set aside below 50 percent AMI must meet the Link Unit requirements.

A Self-Sourced Applicant submits Development F and sets aside five percent of the total units at 50 percent AMI and 95 percent of the total units at or above 50 percent AMI. The proposed Development will not be eligible for funding because the Applicant failed to meet the requirement to set aside at least five percent of the total units below 50 percent AMI.

(iv) ELI Loan Funding Amounts

All Non-Self-Sourced Applicants are eligible for ELI Loan funding for each ELI Set-Aside unit, not to exceed the lesser of (i) \$600,000; or (ii) the maximum amount based on the ELI Set-Aside per unit limits for 10 percent of the total units, as further outlined in Section Four A.10.a.(1)(b) of the RFA. All Self Sourced Applicants are eligible for ELI Loan funding for each ELI Set-Aside unit that is in addition to the five percent of the total units below 50 percent AMI, not to exceed 10 percent of the total units, as further outlined in Section Four A.10.a.(1)(b) of the RFA.

The following chart sets out the ELI Area Median Income (AMI) for each County and the maximum ELI Loan gap funding amounts per eligible ELI Set-Aside unit. If the Unit Mix stated by the Applicant is adjusted during the credit underwriting process, the ELI Loan gap funding amount may be decreased, but under no circumstances shall it be increased.

County	2021 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Alachua	33%	\$70,900	\$83,100	\$93,700
Baker	33%	\$71,300	\$83,800	\$94,200
Bay	35%	\$60,200	\$70,600	\$79,700
Bradford	40%	\$41,300	\$48,600	\$54,700
Brevard	33%	\$70,400	\$82,500	\$93,000
Broward	28%	\$100,900	\$118,400	\$133,600
Calhoun	40%	\$39,800	\$46,500	\$52,500
Charlotte	35%	\$58,100	\$68,200	\$76,900
Citrus	40%	\$39,800	\$46,500	\$52,500
Clay	33%	\$72,500	\$85,000	\$95,900
Collier	28%	\$96,700	\$113,300	\$128,000
Columbia	40%	\$42,300	\$49,500	\$55,800
DeSoto	40%	\$39,800	\$46,500	\$52,500
Dixie	40%	\$39,800	\$46,500	\$52,500

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

County	2021 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Duval	33%	\$72,500	\$85,000	\$95,900
Escambia	33%	\$66,900	\$78,400	\$88,400
Flagler	33%	\$66,500	\$78,200	\$88,200
Franklin	40%	\$41,700	\$48,700	\$55,100
Gadsden	30%	\$82,200	\$96,200	\$108,600
Gilchrist	33%	\$70,900	\$83,100	\$93,700
Glades	40%	\$39,800	\$46,500	\$52,500
Gulf	40%	\$42,100	\$49,300	\$55,600
Hamilton	40%	\$39,800	\$46,500	\$52,500
Hardee	40%	\$39,800	\$46,500	\$52,500
Hendry	40%	\$39,800	\$46,500	\$52,500
Hernando	33%	\$71,500	\$83,800	\$94,600
Highlands	40%	\$39,800	\$46,500	\$52,500
Hillsborough	33%	\$71,500	\$83,800	\$94,600
Holmes	40%	\$39,800	\$46,500	\$52,500
Indian River	33%	\$70,700	\$82,700	\$93,500
Jackson	40%	\$39,800	\$46,500	\$52,500
Jefferson	30%	\$82,200	\$96,200	\$108,600
Lafayette	40%	\$40,900	\$48,000	\$54,100
Lake	30%	\$82,200	\$96,200	\$108,600
Lee	33%	\$69,800	\$81,800	\$92,100
Leon	30%	\$82,200	\$96,200	\$108,600
Levy	40%	\$39,800	\$46,500	\$52,500
Liberty	40%	\$39,800	\$46,500	\$52,500
Madison	40%	\$39,800	\$46,500	\$52,500
Manatee	30%	\$83,200	\$97,300	\$109,700
Marion	40%	\$40,000	\$46,700	\$52,700
Martin	33%	\$69,200	\$81,200	\$91,700
Miami-Dade	25%	\$113,400	\$133,100	\$150,000
Monroe	25%	\$127,700	\$149,800	\$168,800
Nassau	33%	\$72,500	\$85,000	\$95,900
Okaloosa	30%	\$84,700	\$99,200	\$111,700
Okeechobee	40%	\$39,800	\$46,500	\$52,500
Orange	30%	\$82,200	\$96,200	\$108,600
Osceola	30%	\$82,200	\$96,200	\$108,600
Palm Beach	28%	\$98,300	\$115,200	\$129,800
Pasco	33%	\$71,500	\$83,800	\$94,600
Pinellas	33%	\$71,500	\$83,800	\$94,600
Polk	40%	\$44,200	\$51,900	\$58,500
Putnam	40%	\$39,800	\$46,500	\$52,500

County	2021 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Saint Johns	33%	\$72,500	\$85,000	\$95,900
Saint Lucie	33%	\$69,200	\$81,200	\$91,700
Santa Rosa	33%	\$66,900	\$78,400	\$88,400
Sarasota	30%	\$83,200	\$97,300	\$109,700
Seminole	30%	\$82,200	\$96,200	\$108,600
Sumter	35%	\$60,400	\$70,800	\$79,800
Suwannee	40%	\$39,800	\$46,500	\$52,500
Taylor	40%	\$39,800	\$46,500	\$52,500
Union	40%	\$39,800	\$46,500	\$52,500
Volusia	35%	\$58,700	\$68,700	\$77,500
Wakulla	33%	\$70,700	\$83,100	\$93,500
Walton	33%	\$67,300	\$79,000	\$89,100
Washington	40%	\$39,800	\$46,500	\$52,500

If the Set-Aside Breakdown Chart reflects more than the applicable required percentage of the total units at the ELI AMI level for the county where the proposed Development is located, during the credit underwriting process the Credit Underwriter will determine whether the Applicant’s ELI Set-Aside unit commitment will need to be reduced by increasing the set aside units at AMI level(s) above the ELI level. Any such reduction in the ELI Set-Aside units would be no lower than the applicable required ELI Set-Aside percentage.

(c) Link Units for Persons with Special Needs

With the exception of Developments financed with HUD Section 811, a United States Department of Agriculture RD program (“USDA RD”), and Applicants that select the Elderly ALF Demographic Commitment, the following requirements apply:

- All Non-Self-Sourced Applicants must commit to set aside 50 percent of the ELI Set-Aside units as Link Units for Persons with Special Needs.
- All Self-Sourced Applicants must commit to set aside 50 percent of all of the units that are set aside below 50 percent AMI as Link Units for Persons with Special Needs.

At least one member of each Link unit’s household shall be referred by a Special Needs Household Referral Agency (Referral Agency) with which the owner executes a Link Memorandum of Understanding (MOU) approved by the Corporation. The current list of designated Special Needs Household Referral Agencies for each county is published on the Corporation’s Website under the Quick Links section at <https://www.floridahousing.org/programs/special-needs-housing->



overview/serving-special-needs (also accessible by clicking [here](#)). Execute a Link Memorandum of Understanding (MOU) with at least one of the Special Needs Household Referral Agencies serving the Development's county. The deadline for the Corporation's approval of the fully executed Link MOU is outlined in Exhibit D.

Additional requirements for the Link Units for Persons with Special Needs are described in Exhibit E of the RFA.

(d) Tenant Selection Plan

With the exception of Developments financed with HUD Section 811, a United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, the Tenant Selection Plan, as explained in Exhibit G, shall be submitted by the owner to the Corporation for approval within 21 Calendar Days of the date of the invitation to enter credit underwriting. The waiting list section of the Tenant Selection Plan shall establish selection preferences or a section for special admissions specifically for individuals or families who are referred by a designated Referral Agency.

If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, the Tenant Selection Plan must be sent to the Corporation for preliminary approval before sending to HUD. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report.

(e) National Housing Trust Fund (NHTF) Units

If the proposed Development is located in a Small, Medium, or Large County and the Applicant committed to the Development Category of New Construction or Redevelopment, (with or without Acquisition), in addition to the SAIL funding, ELI Loan funding, Non-Competitive Housing Credits, and MMRB/local bond funding, the Applicant may also request forgivable NHTF loan funding to subsidize additional deep targeted units for Persons with Special Needs (NHTF Units) at 22% AMI as further described in Section One, Section Four, A.10.a.(4) and Exhibit I of the RFA. The NHTF Units will be in addition to the requirement to set aside ELI Set-Aside units and Link Units for Persons with Special Needs as calculated in (b) above.

Applicants that request forgivable NHTF loan funding are required to set aside a certain number of units that meet the requirements stated below. The number of units that must be set aside as NHTF Units is based on the County Size.

- (i) If the proposed Development is located in a Large County, five units that were committed to serving 60% AMI (or higher if an

adequate amount of 60 percent units are not available) will be deemed NHTF Units;

- (ii) If the proposed Development is located in a Small or Medium County, three units that were committed to serving 60% AMI (or higher if an adequate amount of 60 percent units are not available) will be deemed NHTF Units.
- (iii) NHTF Units will be committed to serving 22% AMI;
- (iv) NHTF Units must be set aside as Link units for Persons with Special Needs who are referred by a Corporation-designated Special Needs Household Referral Agency;
- (v) After 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI; and
- (vi) For purposes of the Average Income Test, NHTF Units will be treated as 60 percent AMI units.

Note: Applicants that are selected to receive funding and requested NHTF Funding will be invited to enter credit underwriting and will be expected to complete the credit underwriting process, including Board approval of the credit underwriting report, and execute a written agreement within twelve months of the date of the invitation to enter into credit underwriting.

(f) Examples of the Requirements Above

- (i) Application A is a New Construction Development in a Medium County that consists of 107 total units and did not commit to Average Income Test but did request NHTF Funding to provide NHTF Units. The Applicant does not qualify as a Self-Sourced Applicant.

In this example, 11 units, (10 percent of the total units, rounded up), must be set-aside as ELI Set-Aside units. ELI Loan Funding will be made available for these ELI Set-Aside Units, up to the lesser of the amount listed in the chart at 6.d.(2)(b) above, or \$600,000. Six of the ELI Set-Aside units (50 percent of the ELI Set-Aside units, rounded up), must be set-aside as Link Units for Persons with Special Needs. In addition, because the Applicant elected to commit to NHTF Units, three units will be set aside as NHTF Units and qualify for NHTF Funding as outlined in Exhibit I of this RFA.

- (ii) Application B is a New Construction Development in a Large County that consists of 106 total units. The Applicant committed to the Average Income Test and requested NHTF

Funding to provide NHTF Units. The Applicant does not qualify as a Self-Sourced Applicant.

In this example, 16 units, (15 percent of the total units, rounded up), must be set-aside as ELI Set-Aside units. ELI Loan Funding will be made available for 11 of the ELI Set-Aside Units, (10 percent of the total units, rounded up), up to the lesser of the amount listed in the chart at 6.d.(2)(b) above, or \$600,000. Eight of the ELI Set-Aside units (50 percent of the ELI Set-Aside units, rounded up), must be set-aside as Link Units for Persons with Special Needs. In addition, because the Applicant elected to commit to NHTF Units, five units will be set aside as NHTF Units and qualify for NHTF Funding as outlined in Exhibit I of this RFA.

- (iii) Application C is a New Construction Development in a Large County that consists of 105 total units. The Applicant committed to the Average Income Test but did not commit to any ELI Set-Aside Units or NHTF Units. The Applicant qualifies as a Self-Sourced Applicant.

In this example, 6 units, (5 percent of the total units, rounded up), must be set aside below 50 percent AMI. The Applicant will not qualify for ELI Loan Funding or NHTF Funding.

- (iv) Application D is a New Construction Development in a Large County that consists of 104 total units. The county ELI level is 35% AMI. The Applicant did not commit to the Average Income Test or NHTF Units. The Applicant qualifies as a Self-Sourced Applicant.

In this example, 6 units, (5 percent of the total units, rounded up), must be set-aside below 50 percent AMI. If those units are set aside at or below 35 percent AMI, they will be considered ELI Set Aside Units and ELI Loan Funding will be made available for all six ELI Set-Aside Units, up to the lesser of the amount listed in the chart at 6.d.(2)(b) above, or \$600,000. Half of the ELI Set-Aside Units are required to be set-aside as Link Units for Persons with Special Needs. The Applicant will not qualify for NHTF Funding.

(3) Total Set-Aside Breakdown Chart

Complete the applicable Total Set-Aside Breakdown Chart provided in question 6.d.(2) of Exhibit A.

- (a) Completing the Total Set-Aside Breakdown Chart if not committing to the Average Income Test

Indicate on the chart at 6.d.(2)(a) of Exhibit A the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. If the Total Set-Aside Breakdown Chart reflects that either the Total Set-Aside Percentage or the ELI commitment does not meet the Set-Aside requirements, this Application will not be eligible for funding. Note: There are three columns in the Total Set-Aside Breakdown Chart which allows Applicants to have different commitments for the different programs. The most restrictive commitment will be enforced.

Note: In order for the ELI Set-Aside Units to convert to serve residents at or below 60 percent AMI after 15 years, the ELI Set-Aside Units must only be a SAIL commitment and only be stated in the SAIL column of the Total Set-Aside Breakdown Chart. Because the Housing Credit column and the MMRB column represent 50-year commitments, Applicants that restate the ELI commitment in the Housing Credit or MMRB column are committing to set-aside that percentage of the total units for ELI Households for the entire Compliance Period. Additionally, because the number of NHTF Units may be adjusted downward and recalculated after awards are made, Applicants should not represent any NHTF Units in this chart.

Methodology Used by the Corporation to Convert the Percentage of Total Units to Set-Aside Units and, if applicable, Market Rate Units

- (i) First, calculate of the number of Set-Aside Units for the lowest AMI level commitment.

The percentage associated with the lowest AMI level that the Applicant commits to will be multiplied by the total units, rounded up to the next whole unit. The result will be the number of Set-Aside Units at the lowest AMI level commitment.

- (ii) Then, calculate the number of Set-Aside Units for the second lowest AMI level.

The percentage associated with the second lowest AMI level that the Applicant commits to will be first added to the percentage associated with the lowest AMI level commitment. These percentages, added together, will be multiplied by the total units, rounded up to the next whole unit.

The number of units calculated in (i) above will be subtracted from the result to calculate the number of Set-Aside Units at the second lowest AMI level commitment.

- (iii) Then, calculate the number of Set-Aside Units for each remaining AMI level, if applicable.

Starting with the third lowest AMI level remaining, the number of Set-Aside Units for each of the remaining AMI levels will be calculated using the same methodology described in (ii) above.

- (iv) Finally, calculate market-rate units, if applicable

To calculate the number of market-rate units, the total number of Set-Aside Units will be subtracted from the total number of units.

- (b) Completing the Total Set-Aside Breakdown Chart if committing to the Average Income Test

If committing to the Average Income Test, Applicants must indicate on the chart at 6.d.(2)(b) of Exhibit A the number of Set-Aside Units, stated in whole numbers, to be set aside at each selected AMI level.

Note: In order for the NHTF Units to convert to serve residents at or below 60 percent AMI after 30 years, the NHTF Units should not be stated on the Total Set-Aside Breakdown Chart. Because the column represents a 50-year commitment, Applicants that restate the NHTF commitment in the column are committing to set-aside that number of units as NHTF Units for the entire Compliance Period. Applicants should not represent any NHTF Units in this chart.

The Corporation will verify that the number of units set aside at the ELI level meets the ELI minimum requirements by dividing the number of units that are set-aside at 30 percent AMI, or less, by the total number of units. The Corporation will also verify the overall Set-Aside Commitment of all units by adding all Set-Aside Units and then dividing this sum by the total number of units. The Corporation will calculate the Average AMI of the Qualifying Housing Credit Units using the methodology below.

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. After entering the number of units into this worksheet, the percentage of total units is calculated, which may reflect numbers represented with decimal places instead of whole numbers.

If the Total Set-Aside Breakdown Chart reflects that the Average AMI of the Qualifying Housing Credit Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI, or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, this Application will not be eligible for funding.

Calculation of the Average AMI of the Qualifying Housing Credit Units for the Average Income Test

- (i) First, state the total number of Set-Aside Units at each AMI commitment.
- (ii) Then, at each AMI commitment, multiply the number of Set-Aside Units by the AMI percentage (e.g., a commitment of 13 Set-Aside Units at 30 percent AMI would be calculated as follows:  $13 \times 0.30 = 3.9$ ).
- (iii) Repeat this calculation at each AMI level. Then add the results together.
- (iv) Divide the number calculated in (iii) by the total number of Set-Aside Units stated in (i).
- (v) This number must be equal to or less than 60 percent to meet the eligibility requirement. If the Average AMI of the Qualifying Housing Credit Units exceeds 60 percent, this Application will not be eligible for funding.

Where reasonably possible, keep the unit mix consistent across each committed AMI level.

The above ELI and all other set-aside commitments must be taken into account during any pre-leasing and leasing activities.

(c) National Housing Trust Fund (NHTF) Units

If the proposed Development selected the Development Category of New Construction or Redevelopment (with or without Acquisition), in addition to the SAIL funding, ELI Loan funding, Non-Competitive Housing Credits, and MMRB/local bond funding, the Applicant may also request forgivable NHTF loan funding to subsidize additional deep targeted units for Persons with Special Needs (NHTF Units) at 22% AMI as further described in Section One, Section Four, A.10.a.(4) and Exhibit I of the RFA. The NHTF Units will be in addition to the requirement to set aside ELI Set-Aside units and Link Units for Persons with Special Needs as calculated above.

e. Unit Mix

(1) Completing the Unit Mix Chart

Complete the Unit Mix Chart listing the total number of bedrooms per unit, the total number of bathrooms per unit (including half-baths, if applicable), the total number of units per bedroom type, and the number of units that are ELI Set-Aside units. All units in the proposed Development must be listed, including all manager/employee units and all market rate units, if applicable. Units may have no more than four bedrooms.

If additional space is required, enter the information in the Addenda. Note: If the ELI Set-Aside units are not proportionally distributed across the unit mix, the Corporation will redistribute the ELI Set-Aside units as needed. This may cause a reduction to the ELI Loan Amount as further outlined in Section Four, A.10.a.(1)(b) of the RFA.

- (2) Unit Mix requirements for Elderly Developments
  - (a) If the Elderly Non-ALF Demographic Commitment is selected and the Development Category of Rehabilitation, with or without Acquisition, is selected, at least 40 percent of the total units must be comprised of one bedroom or Zero Bedroom Units, and no more than 20 percent of the total units can be larger than two bedroom units.
  - (b) If the Elderly Non-ALF Demographic Commitment is selected and the Development Category of New Construction or Redevelopment, with or without Acquisition, is selected, at least 50 percent of the total units must be comprised of one bedroom or Zero Bedroom Units, and no more than 15 percent of the total units can be larger than two bedroom units.
  - (c) If the Elderly ALF Demographic Commitment is selected, at least 90 percent of the total units must be comprised of units no larger than one bedroom and the sharing of a unit by two or more unaffiliated residents cannot be a condition of occupancy.
- (3) If the Family Demographic Commitment is selected, and the Development Category of New Construction or Redevelopment, with or without acquisition, is selected, not more than 25 percent of the total units in the Development may consist of Zero Bedroom units.

f. Number of Buildings

State the anticipated number of residential buildings.

Note: All Buildings must consist of at least five units per building. This will be confirmed in credit underwriting.

The number of residential buildings stated in the Application may be changed only by written request of an Applicant to Corporation staff after the Applicant has been invited to enter credit underwriting.

g. Compliance Period

All Applicants are required to set aside the units for 50 years.

Non-Self-Sourced Applicants knowingly, voluntarily and irrevocably commit to waive, and do hereby waive, for the duration of the 50-year set aside period, the option to convert the Development to market rate, including any option or right to submit a

request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.

**Demographic Commitments:** The Compliance Period committed to in this section includes the units set aside for the Demographic Commitments made in this RFA, which includes the commitments for Link Units and ELI Households, and the NHTF Units, if applicable.

**Income Set-Aside Commitments:** If the Applicant did not commit to the Average Income Test, after 15 years all of the ELI Set-Aside Units stated in the SAIL column of the Total Set-Aside Breakdown Chart may convert to serve residents at or below 60 percent AMI, and, if the NHTF Units are **not** stated in Total Set-Aside Breakdown Chart, after 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI. After year 15 the ELI Set-Aside units may convert to 60 percent AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire Compliance Period.

If the Applicant committed to the Average Income Test and if the NHTF Units are **not** stated in Total Set-Aside Breakdown Chart, after 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI; however, the Link Persons with Special Needs set-aside commitment must be maintained throughout the entire Compliance Period.

Although the percentage of units committed to must remain in effect for the entire Compliance Period, the particular units designated for the Demographic Commitment and AMI commitment must not be limited to the same units throughout the Compliance Period. Doing so may cause the Development to be in noncompliance.

## 7. Readiness to Proceed

### a. Site Control

Demonstrate site control by providing, as **Attachment 8** to Exhibit A, the properly completed and executed Florida Housing Finance Corporation Site Control Certification form (Form Rev. 08-18), which is provided on the RFA Webpage.

For the Site Control Certification form to be considered complete, as an attachment to the form, include the documentation required in Items (1), (2), and/or (3), as indicated below, demonstrating that it is a party to an eligible contract or lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

(1) An eligible contract must meet all of the following conditions:

(a) It must have a term that does not expire before March 31, 2022 or that contains extension options exercisable by the purchaser and



conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than March 31, 2022;

- (b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;
  - (c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and
  - (d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.
- (2) Proof of Ownership through a recorded document such as a Deed or Certificate of Title – The documentation must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.
  - (3) Lease - The lease must have an unexpired term of at least 50 years after the Application Deadline and the lessee must be the Applicant. The owner of the subject property must be a party to the lease, or a party to one or more intermediate leases, subleases, agreements, or assignments, between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to lease the property for at least 50 years to the lessee.

Note: The Corporation will not review the site control documentation that is submitted with the Site Control Certification form during the scoring process unless there is a reason to believe that the form has been improperly executed, nor will it in any case evaluate the validity or enforceability of any such documentation. During scoring, the Corporation will rely on the properly executed Site Control Certification form to determine whether an Applicant has met the requirement of this RFA to demonstrate site control. The Corporation has no authority to, and will not, evaluate the validity or enforceability of any eligible site control documentation that is attached to the Site Control Certification form during the scoring process. During credit underwriting, if it is determined that the site control documents do not meet the above requirements, the Corporation may rescind the award.

b. Ability to Proceed

Demonstrate the following Ability to Proceed elements as of Application Deadline, for the entire proposed Development site, including all Scattered Sites, if applicable, as outlined below. The Florida Housing Ability to Proceed Verification forms are provided on the RFA Webpage. Note: The Applicant may include the Florida Housing Ability to

Proceed Verification forms that were included in a previous RFA submission for the same proposed Development, provided (i) the form(s) used for this RFA are labeled Form Rev. 06-2020, (ii) the forms are dated within 12 months of the Application Deadline, (iii) none of the information entered on the form and certified to by the signatory has changed in any way, and (iv) the requirements outlined in this RFA are met. If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

(1) **Appropriate Zoning.** Demonstrate that as of the Application Deadline the entire proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming by providing, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form:

- (a) The Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 06-20); or
- (b) The Florida Housing Finance Corporation Local Government Verification that Permits are Not Required for this Development form (Form Rev. 06-20).

Note: With regard to the terms “Rate of Growth Ordinance (ROGO)” and “Building Permit Allocation System (BPAS),” as used by different jurisdictions within the Florida Keys Area of Critical State Concern, for purposes of the verification forms outlined in (a) and (b) above, all references on these forms to “Rate of Growth Ordinance (ROGO)” shall be considered by the Corporation to have the same meaning as “Building Permit Allocation System (BPAS).”

(2) **Availability of Water.** Demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 10** to Exhibit A:

- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 06-20); or
- (b) Documentation from the water service provider that contains the Development location and the number of units and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

(3) **Availability of Sewer.** Demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 11** to Exhibit A:

- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 06-20); or
- (b) Documentation from the waste treatment service provider that contains the Development location, the number of units, and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

## 8. Construction Features

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

All features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

### a. Federal Requirements and State Building Code Requirements for all Developments

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973\*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

\*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development.

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

The above documents are available on the RFA Webpage.

b. General Features

- (1) The following General Features must be provided for all proposed Developments:
  - Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit;
  - Termite prevention;
  - Pest control;
  - Window covering for each window and glass door inside each unit;
  - Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
  - Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
    - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
    - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
    - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - At least two full bathrooms in all 3 bedroom or larger new construction units;
  - Bathtub with shower in at least one bathroom in at least 90 percent of the new construction non-Elderly units; and
  - Elderly Developments must have a minimum of one elevator per residential building provided for all Elderly Set-Aside Units that are located on a floor higher than the first floor.
- (2) All Family Demographic Developments must provide a full-size range and oven in all units.
- (3) All Developments with the Elderly (ALF or Non-ALF) Demographic, must also provide the following:

For new construction units, a full-size range and oven must be incorporated in all units.

All rehabilitation units are expected to have a full-size range and oven unless found to be not physically feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA.

c. Required Accessibility Features, regardless of the age of the Development

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. Florida Housing requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) which affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

(1) Required Accessibility Features in all Units

- Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

(2) In addition to the 5 percent mobility requirement outlined above, all Family Demographic Developments must provide reinforced walls for future installation of horizontal grab bars in place around each tub/shower and toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design.

At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit and toilet in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident

household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit and toilet, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

- (3) Accessibility Features in all Developments with the Elderly (ALF or Non-ALF) Demographic must also provide the following features:
- 20 percent of the new construction units must have roll-in showers.
  - Horizontal grab bars in place around each tub and/or shower, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:
    - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.1.
    - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.2.
    - If a roll-in shower is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 608.3.2;
  - Reinforced walls for future installation of horizontal grab bars in place around each toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design;
  - All bathrooms in all new construction units must have vanity cabinets with at least one roll-out shelf or drawer in bottom of cabinet;
  - Adjustable shelving in master bedroom closets (must be adjustable by resident); and
  - In one of the kitchen's base cabinets, there shall be a large bottom drawer that opens beyond full extension, also referred to as an "over-travel feature." Drawers with the over-travel feature allow drawers to extend completely past the cabinet front so all the contents can be accessed. The drawer shall be deep and wide enough to store pots and pans and the drawer slides shall have a weight load rating of a minimum of 100 pounds. The drawers shall be mounted on a pair of metal side rails that are ball-bearing.

d. Required Green Building Features in all Developments

- (1) All new construction units and, as applicable, all common areas must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA:
- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
  - Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
    - Toilets: 1.28 gallons/flush or less,
    - Urinals: 0.5 gallons/flush,
    - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
    - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
  - Energy Star certified refrigerator;
  - Energy Star certified dishwasher;
  - Energy Star certified ventilation fan in all bathrooms;
  - Water heater minimum efficiency specifications:
    - Residential Electric:
      - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
      - More than 55 gallons = Energy Star certified; or
      - Tankless = 0.97 EF and Max GPM of  $\geq 2.5$  over a 77° rise or 0.87 UEF and GPM of  $\geq 2.9$  over a 67° rise;
    - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
    - Commercial Gas Water Heater: Energy Star certified;
  - Energy Star certified ceiling fans with lighting fixtures in bedrooms;
  - Air Conditioning (in-unit or commercial):
    - Air-Source Heat Pumps – Energy Star certified:
      - $\geq 8.5$  HSPF/  $\geq 15$  SEER/  $\geq 12.5$  EER for split systems
      - $\geq 8.2$  HSPF  $\geq 15$  SEER/  $\geq 12$  EER for single package equipment including gas/electric package units
    - Central Air Conditioners – Energy Star certified:
      - $\geq 15$  SEER/  $\geq 12.5$  EER\* for split systems
      - $\geq 15$  SEER/  $\geq 12$  EER\* for single package equipment including gas/electric package units.
- NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and 1 bedroom units.
- (2) In addition to the required Green Building features outlined in (1) above, proposed Developments with the Development Category of New Construction

or Redevelopment, with or without Acquisition, must select one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); Enterprise Green Communities; or ICC 700 National Green Building Standard (NGBS).

- (3) In addition to the required Green Building features outlined in (1) above, proposed Developments with a Development Category of Rehabilitation or Preservation, with or without Acquisition, must select enough additional Green Building features in Exhibit A so that the total point value of the features selected equals at least 10 points. Failure to select at least 10 points worth of the features will result in the Application failing to meet this requirement.

e. Items to be included in the rehabilitation scope of work, as outlined in Exhibit F

- (1) All Applicants will be required to address the following required items:
  - (a) Required features outlined in a. and c. above. If the CNA provider determines that the required items cannot be addressed within the contemplated budget, the proposed Development will be deemed infeasible and the Corporation will rescind funding from the proposed Development;
  - (b) All items outlined in b. above;
  - (c) Immediate repair items as identified in the CNA report that threaten the health and safety of the residents, as well as items identified as being in violation of recorded building and/or fire codes;
  - (d) Critical repair items identified in the CNA report that require immediate remediation to prevent additional substantial deterioration to a particular system, address an immediate need observed by the CNA consultant, or extend the life of a system critical to the operation of the property;
  - (e) Green building items outlined in 8.d. above, considering the appropriateness and feasibility of the features and the remaining useful life, as outlined in the CNA provider's final report. For the additional Green Building features selected by the Applicant at question 8.d.(3) of Exhibit A, a total of 10 points must be maintained; and
  - (f) Items identified in the CNA report as having a remaining useful life of 5 years or less.
- (2) Once items in (1) above have been addressed in the Rehabilitation Scope of Work, the following items may be added to the scope, if within the remaining available budget.
  - (a) Items identified in the CNA report as having a remaining useful life of 6-15 years.



- (b) Features and amenities that add to the marketability of the Development.

**9. Resident Programs**

The quality of the Resident Programs committed to by the Applicant is subject to approval of the Board of Directors. The availability of the Resident Programs must be publicized on an ongoing basis such as through community newsletters, bulletin board posts, or flyers.

a. Family Demographic Commitment

If the Family Demographic is selected, provide at least three of the resident programs outlined below. The eligible resident programs which may be selected are as follows:

(1) After School Program for Children

This program requires the Applicant or its Management Company to provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.

(2) Adult Literacy

The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants' reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education.

Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(3) Employment Assistance Program

The Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction must be held between the hours of 8:00 a.m. and 7:00 p.m. and include, but not be limited to, the following:

- Evaluation of current job skills;
- Assistance in setting job goals;
- Assistance in development of and regular review/update of an individualized plan for each participating resident;
- Resume assistance;
- Interview preparation; and

- Placement and follow-up services.

If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction.

(4) Family Support Coordinator

A Family Support Coordinator must be provided at no cost to the resident. The Family Support Coordinator shall assist residents in assessing needs and obtaining services, with the goal of promoting successful tenancies and helping residents achieve and maintain maximum independence and self-sufficiency. Responsibilities shall include linking residents with public and private resources in the community to provide needed assistance, develop and oversee on-site programs and activities based on the needs and interests of residents, and support residents in organizing group activities to build community and to address and solve problems such as crime and drug activity. The duties of the Family Support Coordinator shall not be performed by property management staff. The Coordinator shall be on-site and available to residents at least 20 hours per week, within the hours of 9 a.m. and 8 p.m. The Coordinator may be an employee of the Development or, through an agreement, an employee of a third-party agency or organization that provides these services.

(5) Financial Management Program

The Applicant or its Management Company shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. If the Development consists of Scattered Sites, the Resident Program must be held on the Scattered Site with the most units. Residents residing at the other sites of a Scattered Site Development must be offered transportation, at no cost to them, to the classes. The topic areas must include, but not be limited to:

- Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;
- Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- Retirement planning & savings options including preparing a will and estate planning; and
- Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

Different topic areas must be selected for each session, and no topic area may be repeated consecutively.

- (6) Homeownership Opportunity Program - Applicant commits to provide a financial incentive which includes the following provisions:
- The incentive must be applicable to the home selected and may not be restricted to or enhanced by the purchase of a home in which the Applicant, Developer, or other related party has an interest;
  - the incentive must be not less than 5 percent of the rent received by the owner for the unit during the entire occupancy by the household (Note: The incentive will be paid for all months for which the household is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);
  - the benefit must be in the form of a gift or grant and may not be a loan of any nature;
  - the benefits of the incentive must accrue from the beginning of occupancy;
  - the vesting period can be no longer than 2 years of continuous residency; and
  - no fee, deposit or any other such charge can be levied against the household as a condition of participation in this program.

b. Elderly (ALF or Non-ALF) Demographic Commitment

- (1) Required Resident Program for all Applicants that select the Elderly Demographic (ALF or Non-ALF)

24 Hour Support to Assist Residents In Handling Urgent Issues

An important aging in place best practice is providing the residents access to property management support 24 hours per day, 7 days a week to assist them to appropriately and efficiently handle urgent issues or incidents that may arise. These issues may include, but are not limited to, an apartment maintenance emergency, security or safety concern, or a health risk incident in their apartment or on the property. The management's assistance will include a 24/7 approach to receiving residents' requests for assistance that will include a formal written process for relevant property management staff to effectively assess and provide assistance for each request.

This assistance may include staff:

- visiting or coordinating a visit to a resident's apartment to address an urgent maintenance issue;
- responding to a resident being locked out of their apartment;
- contacting on-site security or the police to address a concern;
- providing contact information to the resident and directing or making calls on a resident's behalf to appropriate community-based emergency services or related resources to address an urgent health risk incident;

- calling the resident's informal emergency contact; or
- addressing a resident's urgent concern about another resident.

Property management staff shall be on site at least 8 hours daily, but the 24-hour support approach may include contracted services or technology to assist the management in meeting this commitment, if these methods adequately address the intent of this service. The Development's owner and/or designated property management entity shall develop and implement policies and procedures for staff to immediately receive and handle a resident's call and assess the call based on a resident's request and/or need.

At a minimum, residents shall be informed by the property management, at move-in and via a written notice(s)/instructions provided to each resident and displayed in the Development's common or public areas, that staff are available to receive resident calls at all times. These notices shall also provide contact information and direction to first contact the community-based emergency services if they have health or safety risk concerns.

- (2) Applicants who select the Elderly ALF Demographic Commitment must also provide the following resident programs:

- (a) Medication Administration

The Applicant or its Management Company shall provide, pursuant to ALF licensure requirements, staff to administer medications in accordance with a health care provider's order or prescription label.

- (b) Services for Persons with Alzheimer's Disease and Other Related Disorders

The Applicant or its Management Company shall advertise and provide supervision and services to persons with Alzheimer's disease and other related disorders that are specific to each affected resident and pursuant to ALF licensure requirements.

- (3) Applicants who select the Elderly (ALF or Non-ALF) Demographic, must provide at least three of the resident programs outlined below:

- (a) Adult Literacy

The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants' reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education.

Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(b) Computer Training

The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(c) Daily Activities

The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(d) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

The Applicant or its Management Company must provide residents with a list of qualified service providers for (a) light housekeeping, and/or (b) grocery shopping, and/or (c) laundry and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six months.

(e) Resident Assurance Check-In Program

Provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

**10. Funding**

a. Corporation Funding

(1) Total SAIL Request Amount

The SAIL loan shall be non-amortizing and shall have an interest rate of 1 percent. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C.

(a) The Applicant must state the amount of SAIL funding it is requesting, as well as on the Development Cost Pro Forma. If the Applicant states an amount that is not a whole dollar amount, the Corporation will round the amount down to a whole dollar amount.

(i) The SAIL Request Amount is limited to the lesser of the following:

Self-Sourced Applicants are limited to a maximum SAIL request limit of \$30,000 per unit; however, this may be further reduced if Permanent Sources that Cause Reduction in Maximum SAIL Request Amounts of Self-Sourced Applicants are provided\*. All other Applicants are limited to a maximum SAIL request limit of \$70,000 per unit;

- \$7,000,000 per Development that is located in a Large County, and has a Development Category of New Construction or Redevelopment (with or without Acquisition);
- \$6,000,000 per Development that is located in a Small or Medium County, and has a Development Category of New Construction or Redevelopment (with or without Acquisition);
- \$5,000,000 per Development if the Development Category is Preservation or Rehabilitation (with or without Acquisition);
- A maximum of 25 percent of Total Development Cost if less than five percent of the total units are ELI Set-Aside Units, or 35 percent of Total Development Cost if at least five percent of the total units are ELI Set-Aside Units as explained in (c) below.

\*As further explained in Section Four, A.10.b.(2)(i) below, if a Self-Sourced Applicant demonstrates Permanent Sources that Cause Reduction in Maximum SAIL Request Amounts of Self-Sourced Applicants, such funding will not be considered self-sourced financing and said funding will be divided by the total number of units. The result of this will be deducted from the maximum per unit SAIL request (\$30,000). For example: If a Self-Sourced Applicant is proposing a Development consisting of 100 total units and includes \$1,000,000 in permanent financing from a government entity, the maximum per unit SAIL Request will be reduced from \$30,000 per unit to \$20,000 per unit ( $\$1,000,000 / 100 = \$10,000$ .  $\$30,000 - \$10,000 = \$20,000$ ).

(ii) Minimum SAIL Loan Request Amount

Applicants with a proposed Development located in Miami-Dade County, including Self-Sourced Applicants with a proposed Development located in Miami-Dade County, must have an Eligible SAIL Request Amount of at least \$3,000,000.

In the event of a discrepancy between the amount shown in this section and that shown elsewhere within the Application, the amount shown in this section shall be deemed to be the Applicant's SAIL Request Amount.

(b) ELI Loan Request Amount

State the amount of ELI Loan funding it is requesting, as well as on the Development Cost Pro Forma for all ELI Set-Aside units. ELI Loan Funding cannot exceed the lesser of (i) \$600,000; or (ii) the maximum amount based on the ELI Set-Aside per unit limits, as outlined in Section Four, A.6. above, for 10 percent of the total units. If the Applicant states an amount that is not a whole dollar amount, the Corporation will round the amount down to a whole dollar amount.

The Applicant should state the amount of ELI Loan funding the proposed Development is eligible to receive in Exhibit A, as well as on the Construction/Rehab and Permanent Analysis. If the Applicant lists an amount of ELI Loan funding that is greater than the amount for which the Applicant is eligible, the Corporation will reduce the amount to the maximum eligible amount, as outlined immediately below, within the priority sequence provided in (c) below.

For each proposed ELI Set-Aside unit, the proposed Development must take a unit that would otherwise be at 60 percent AMI or higher and restrict it as an ELI Set-Aside unit. The ELI Set-Aside units must be distributed across the unit mix on a pro-rata basis for sizing the ELI Loan amount and on a best effort's basis in practice. To ensure this proportionate distribution, Applicants are strongly encouraged to use the ELI Maximum and NHTF Determination Worksheet which is available on the RFA Website. By entering the data into the Worksheet, the number and unit mix of the ELI Set-Aside units along with the maximum amount of the ELI Loan will calculate automatically. This maximum ELI Loan amount can then be entered into the appropriate Application response. However, if the ELI Set-Aside units are not proportionately distributed across the unit mix or if a per unit funding amount(s) is used that is higher than the limit permitted, the Corporation will redistribute the ELI Set-Aside units and/or utilize the appropriate per unit funding limit, as needed, to lower the ELI Loan Amount to the maximum allowed. The terms and conditions of the ELI Loan are outlined in Exhibit H of the RFA.

(c) Additional Information regarding the Applicant's Total SAIL Request Amount

(i) Maximum Total SAIL Request as a Percentage of Eligible Total Development Cost

During scoring, some costs stated on the Development Cost Pro Forma may be reduced if the stated amount exceeds the allowed amount. This would also cause a reduction to the Total Development Cost stated on the Development Cost Pro Forma.

The resulting Total Development Cost, as adjusted if applicable, will be deemed to be the Applicant's Eligible Total Development Cost.

For Applicants that commit at least five percent of the total units as ELI Set-Aside Units, the combined total of (a) the Applicant's Eligible SAIL Request Amount and (b) the Applicant's Eligible ELI Loan Request Amount cannot exceed 35 percent of the Eligible Total Development Cost. For Applicants that commit less than five percent of the total units as ELI Set-Aside Units, the combined total of (a) the Applicant's Eligible SAIL Request Amount and, if applicable, (b) the Applicant's Eligible ELI Loan Request Amount cannot exceed 25 percent of the Eligible Total Development Cost.

Any necessary adjustments needed to bring the total of these loans within the applicable percent maximum will be made during the scoring process, as well as during the credit underwriting process. Adjustments will be made first to reduce the SAIL Request Amount, if necessary, to meet both the per unit and per Development limitations provided in (a) above, secondly to reduce the ELI Loan amount, if necessary, to fall within the maximum qualifying amount as provided in (b) above, and then lastly to reduce the SAIL Request Amount, as adjusted if applicable, to meet the applicable percent of Total Development Cost limitation test. The resulting SAIL Request Amount, as adjusted if applicable, will be deemed to be the Applicant's Eligible SAIL Request Amount. The resulting ELI Loan Request Amount, as adjusted if applicable, will be deemed to be the Applicant's Eligible ELI Loan Request Amount.

(ii) Additional adjustments, if applicable

During the scoring process, if the Applicant states a SAIL Request Amount and/or ELI Request Amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request.



If a reduction is needed and a funding shortfall is created in either the Construction/Rehab and/or the Permanent Analysis of the Applicant's Development Cost Pro Forma, the amount of the adjustment(s), to the extent needed and possible, will be offset by increasing the deferred Developer Fee up to the maximum eligible amount as provided below.

Applicants with a proposed Development located in Miami-Dade County must have an Eligible SAIL Request Amount of at least \$3,000,000. Should any of the adjustments outlined herein result in the Applicant's Eligible SAIL Request Amount falling below the minimum \$3,000,000 amount, such Application will no longer be eligible to be considered for funding under this RFA.

(2) Non-Competitive Housing Credits

- (a) The Applicant must state the anticipated amount of Housing Credits it is requesting ("Applicant's Housing Credit Request Amount").

The 4% Housing Credit Request Amount is not subject to a request limit; however, if the Applicant states an amount that is not a whole dollar amount, the Corporation will round the amount down to a whole dollar amount.

- (b) Declaration as First Phase of a Multiphase Development

To declare this proposed Development as the first phase of a multiphase Development, the question in Exhibit A must be answered "Yes" and at least one building must be located within the HUD-designated DDA or HUD-designated QCT stated in Exhibit A.

During the credit underwriting process, an opinion letter must be submitted to the Corporation by a licensed attorney that the Development meets the definition of a "multiphase project" as defined in the Federal Register related to the Statutorily Mandated Designation of Difficult Development Areas and Qualified Census Tracts for the applicable year. The letter must also include: (i) the name of the declared first phase Development and the Corporation-assigned Application number, (ii) the total number of phases and the projected Development name for each phase, (iii) the total number of buildings in each phase, (iv) the expected completion date for each phase, and (v) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting.

To qualify for the basis boost, subsequent phases must meet the requirements in (c)(i) below.

(c) Basis Boost Qualifications

With regard to Housing Credits, HUD provides regulatory guidance on the effective date of Difficult Development Area (DDA) and Qualified Census Tract (QCT) lists for the purpose of determining whether a Development qualifies for an increase in eligible basis in accordance with Section 42(d)(5)(B) of the IRC. HUD's notice published in the September 24, 2020 edition of the Federal Register <https://www.federalregister.gov/documents/2020/09/24/2020-21041/statutorily-mandated-designation-of-difficult-development-areas-and-qualified-census-tracts-for-2021> (also available by clicking [here](#)) governs the eligibility for a basis boost for the Development proposed in this RFA.

If the Applicant is requesting 4% Housing Credit that will be used with County HFA-issued Tax-Exempt Bonds and the Applicant indicates that the proposed Development is eligible for the basis boost, during the credit underwriting process the Applicant will be required to provide a letter certifying the date the bond application was deemed complete, as outlined in Exhibit D.

(i) Subsequent Phase of a Multiphase Development

For purposes of this RFA, a subsequent phase of a multiphase Development is one where the first phase was located within a HUD-designated DDA or HUD-designated QCT and appropriately identified as such, and received an award of Housing Credits ("initial award") in one of the following: (i) the 2011 Universal Application Cycle, (ii) a Request for Proposal or Request for Application ("RFP" or "RFA") issued in calendar year 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 or (iii) a Non-Competitive Housing Credit Application (awarded through a Corporation competitive RFA process or a Non-Corporation Bond issuer's competitive application).

For the subsequent phase to be eligible for the basis boost, after the initial award, (A) the Applicant must have submitted an Application for Housing Credits in immediately consecutive years, per the HUD requirements, (B) the 730-day period following the initial award must not end prior to the submission deadline for the Corporation's competitive RFA or a Non-Corporation Bond issuer's competitive application, per HUD's requirements, and (C) the subsequent phase must have at least one building located within the boundary of the declared HUD-designated DDA or HUD-designated QCT which applied to

the Development declared as the first phase by the first phase Applicant.

If the proposed Development qualifies as a subsequent phase of a multiphase Development, indicate as such in Exhibit A and provide the Corporation-assigned Application number for the Development where the first phase was declared and awarded an allocation of Housing Credits.

The proposed Development's subsequent phase status will be confirmed during the credit underwriting process. If it is determined that the proposed Development does not meet the criteria to be designated a subsequent phase of a multiphase Development and the Housing Credit request was based on such contention, it will no longer be considered a subsequent phase of a multiphase Development.

(ii) HUD-designated Small Area DDA (SADDA)

A proposed Development will be eligible for the basis boost if located within a HUD-designated Small Area DDA (SADDA), as defined in Section 42(d)(5)(B)(iii), IRC. The SADDA designation will only apply to the building(s) located within the applicable SADDA Zip Code Tabulation Area (ZCTA) and only those building(s) will be eligible for the basis boost.

HUD has assigned a ZCTA number to each SADDA, available at <https://www.huduser.gov/portal/qct/index.html> and <https://www.huduser.gov/portal/datasets/qct.html> (also available by clicking [here](#) and [here](#)). The applicable HUD mapping software is available at [https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html) (also available by clicking [here](#)).

To qualify, identify, in Exhibit A, the ZCTA number(s) for the proposed Development.

During credit underwriting and at the time of Final Cost Certification, if it is determined that there are buildings located outside of the applicable SADDA ZCTA, the Corporation reserves the right to reduce the Housing Credit Allocation if the eligible basis for the building(s) located in the applicable SADDA ZCTA is not sufficient to support the request amount.

(iii) HUD-designated Non-Metropolitan DDA

The proposed Development will be eligible for the basis boost if the Development county, as stated in Exhibit A, is located within a HUD-designated non-metropolitan DDA as defined in Section 42(d)(5)(B)(iii), IRC. The 2021 HUD-designated non-metropolitan DDAs are available here: <https://www.huduser.gov/portal/Datasets/qct/DDA2021NM.PDF>.

(iv) HUD-designated QCT

The proposed Development will be eligible for the basis boost if the entire Development is located, as of Application Deadline, within a HUD-designated QCT, as defined in Section 42(d)(5)(B)(ii), IRC, as amended and based on the current census, as determined by HUD.

The HUD-designated QCTs are available here: <https://www.huduser.gov/portal/Datasets/qct/QCT2021M.PDF> and <https://www.huduser.gov/portal/Datasets/qct/QCT2021NM.PDF>.

To qualify, indicate the HUD-designated QCT census tract number.

(d) Housing Credit Equity Proposal

A Housing Credit equity proposal must be provided as **Attachment 12**. For purposes of this RFA, to be counted as a source, an equity proposal, regardless of whether the documentation is in the form of a commitment, proposal, term sheet or letter of intent, must meet the requirements set out below:

- (i) If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing and, for scoring purposes, the maximum amount of Housing Credit equity to be permitted in the Development Cost Pro Forma will be adjusted downward from the amount stated in the equity proposal. This adjusted maximum Housing Credit equity will be calculated by taking the total amount of equity to be provided to the proposed Development as stated in the equity proposal letter, dividing it by the credit allocation stated in the equity proposal and multiplying that quotient by the Applicant's Eligible Housing Credit Request Amount. If the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity

proposal, the equity proposal will be considered a source of financing and the maximum amount of Housing Credit equity to be permitted for scoring in the Development Cost Pro Forma will be the amount stated in the equity proposal.

- (ii) If syndicating/selling the Housing Credits, the Housing Credit equity proposal must meet the following criteria:
- Be executed by the equity provider;
  - Include specific reference to the Applicant as the beneficiary of the equity proceeds;
  - State the proposed amount of equity to be paid prior to construction completion;
  - State the anticipated Housing Credit Request Amount;
  - State the anticipated dollar amount of Housing Credit allocation to be purchased; and
  - State the anticipated total amount of equity to be provided.

If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing, the partnership agreement or operating agreement must meet the requirements above or submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.

- (iii) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided. The commitment must include the following information and evidence of ability to fund must be provided as **Attachment 12** to the Application:
- The proposed amount of equity to be paid prior to construction completion;
  - The anticipated Housing Credit Request Amount;
  - The anticipated dollar amount of Housing Credit allocation to be purchased; and
  - The anticipated total amount of equity to be provided.

Note: Exhibit D to the RFA outlines the documentation required to be submitted during credit underwriting demonstrating that the equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria).

- (3) Tax Exempt Bonds

(a) Corporation-Issued MMRB

State the amount of Corporation-Issued MMRB being requested. The MMRB Request amount must be in increments of \$5,000. The Corporation will make any necessary adjustment by rounding up to the nearest \$5,000.

There is no requirement to include any documentation regarding the MMRB in the Application. The necessary documentation that will be required after the Applicant is invited to enter credit underwriting is outlined in Exhibit D.

(b) County HFA-issued Tax-Exempt Bonds

- (i) Provide, as **Attachment 13** to Exhibit A, a letter, executed by the chair or vice chair of the governing body, mayor, or deputy mayor, city manager or assistant city manager, county manager/administrator/coordinator or assistant county manager/administrator/coordinator, executive director or assistant executive director, or by an individual occupying a position reasonably equivalent to any of the foregoing, as applicable, of the entity issuing the Tax-Exempt Bonds, that (a) confirms that the Applicant has submitted an application for Tax-Exempt Bonds for the Development proposed in this RFA, (b) states the amount of the Applicant's Bond request, and (c) confirms that the closing on the Bonds has not occurred and will not occur prior to the Application Deadline for this RFA; and
- (ii) The Applicant must include the anticipated amount of such Bond financing on the Construction/Rehab Analysis and the Permanent Analysis.

There is no requirement to include any other documentation regarding the County HFA-issued Tax-Exempt Bonds in the Application beyond what is required at **Attachment 13**. The necessary documentation will be required after the Applicant is invited to enter credit underwriting, as outlined in Exhibit D to the RFA.

Applicants are not eligible to apply for any funding offered in this RFA if the Applicant has already closed on the Tax-Exempt Bond financing prior to the Application Deadline for this RFA. In addition, proposed Developments are not eligible to receive any funding awarded through this RFA if the Applicant closes on the Tax-Exempt Bond financing prior to the issuance of the preliminary commitment. As part of the Applicant's acceptance of the invitation to enter credit underwriting (i.e., the preliminary commitment), the Applicant will be required to confirm that the Bonds have not closed. If the Bonds are closed

between the Application Deadline and issuance of the SAIL preliminary commitment, the Applicant's award will be rescinded.

(4) NHTF Loan Funding

Applicants proposing Developments in Small or Medium Counties that commit to the Development Category of New Construction or Redevelopment (with or without Acquisition) may request NHTF Funding for three NHTF Units. Applicants proposing Developments in Large Counties that commit to the Development Category of New Construction or Redevelopment (with or without Acquisition) may request NHTF Funding for five NHTF Units.

The NHTF loan shall be a forgivable loan with an interest rate of 0 percent for 30 years. The terms and conditions of the NHTF loans are further outlined in Exhibit I of the RFA.

Because NHTF Funding award amounts are calculated after Applications are selected for funding, NHTF Funding will not be counted as a source of funding on the Development Cost Pro Forma.

(5) Other Corporation Funding

(a) If the Development has received funding from the Predevelopment Loan Program (PLP), the Corporation file number and amount of funding must be listed. Note: PLP funding cannot be used as a source of financing on the Construction/Rehab Analysis or the Permanent Analysis.

(b) List any other Corporation funding that is intended to be utilized as a source of financing for the proposed Development.

b. Non-Corporation Funding

(1) If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 515 Program and/or RD 538 Program, the following information must be provided:

(a) Indicate the applicable RD Program(s) in Exhibit A.

(b) For a proposed Development that is assisted with funding from RD 515, include the following:

(i) Include the funding amount at the USDA RD 515 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis), and

(ii) Provide a letter from RD, dated within six months of the Application Deadline, as **Attachment 14** to Exhibit A, confirming the funding source as outlined below:

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

(A) For proposed Developments with the Development Category of Rehabilitation, Preservation, or Redevelopment (either one with or without Acquisition), the RD letter must include the following information:

- Name of existing development;
- Name of proposed Development;
- Current RD Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Acknowledgment that property will remain in the USDA/RD 515 loan portfolio.

or

(B) For proposed Developments with the Development Category of New Construction, the RD letter must include the following information:

- Name of Proposed Development;
- Name of Applicant as borrower or direct recipient;
- RD Loan amount; and
- Acknowledgment that property is applying for Housing Credits.

(c) If the proposed Development will be assisted with funding under the RD 538 Program, include the following:

- (i) Include the funding amount at the USDA RD 538 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis); and
- (ii) Provide the letter sent to the Applicant by an RD 538 approved lender certifying that the lender is prepared to make a loan consistent with the program requirements through the Section 538 Guaranteed Rural Rental Housing ("538") Loan Program as **Attachment 14** to Exhibit A. The U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders is available on the RFA Webpage.

As outlined in Exhibit D, the Section 538 Selection letter from RD must be provided during credit underwriting.

(2) Non-Corporation Funding Proposals

Unless stated otherwise within this RFA, for funding, other than Corporation funding and deferred Developer Fee, to be counted as a source



on the Development Cost Pro Forma, provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be provided as **Attachment 15**. Self-Sourced Applicants must provide the Self-Sourced Financing Commitment Verification form (Rev. 11-19). Additional considerations for Self-Sourced Applicants are set forth in (i), below.

For purposes of the Application, the following will not be considered a source of financing: net operating income, capital contributions not documented in accordance with financing proposals that are not from a Regulated Mortgage Lender, fee waivers or any portion of any fees that are reimbursed by the local government. Additionally, fee waivers or any portion of any fees that are reimbursed by the local government cannot be considered as Development costs.

(a) Financing Proposal

Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria.

Each financing proposal shall contain:

- Amount of the construction loan, if applicable;
- Amount of the permanent loan, if applicable;
- Specific reference to the Applicant as the borrower or direct recipient; and
- Signature of lender.

Note: Eligible Local Government financial commitments (i.e., grants and loans) can be considered a source of financing without meeting the requirements above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Form 07-2019) and/or the Local Government Verification of Contribution – Loan Form (Form 07-2019) and such grant and/or loan is effective at least through June 30, 2022. A loan with a forgiveness provision (and no accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the "Loan" or the "Grant" verification forms can be used. The grant and loan forms (Form 07-2019) are available on the RFA Webpage. If the loan form is used for a loan with forgiveness provision (and no accrued interest charges), the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

- (b) Financing that has closed:
- (i) For any financing other than Tax-Exempt Bond financing\*, if the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:
- Amount of the construction loan, if applicable;
  - Amount of the permanent loan, if applicable; and
  - Specific reference to the Applicant as the borrower/direct recipient/mortgagee.

\*As stated in Section One and Section Four A.10.a. of the RFA, proposed Developments are not eligible to apply for any funding offered in this RFA if the Applicant has already closed on the Tax-Exempt Bond financing prior to the Application Deadline for this RFA. In addition, proposed Developments are not eligible to receive any funding awarded through this RFA if the Applicant closes on the Tax-Exempt Bond financing prior to the issuance of the preliminary commitment for the SAIL funding. As part of the Applicant's acceptance of the invitation to enter credit underwriting (i.e., the preliminary commitment), the Applicant will be required to confirm that the Bonds have not closed. If the Bonds are closed between the Application Deadline and issuance of the preliminary commitment, the Applicant's award will be rescinded.

- (ii) Except for HUD and RD funding, if the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, provide a letter from the lender, dated within six months of the Application Deadline, that includes the following information:
- Specifically references the Applicant as the assuming party;
  - If a permanent loan, states the amount to be assumed; and
  - If a construction loan, states the maximum amount of funding capacity.

If the debt being assumed is provided by HUD, provide a letter from HUD, dated within six months of the Application Deadline, confirming the funding source. The letter must include the following information:

- Name of existing development;
- Name of proposed Development;
- Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Applicable HUD program.

If the debt being assumed is provided by RD, the Applicant is only required to provide the information described in Item 10.b.(1)(b) above.

- (c) If the financing proposal is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, evidence of ability to fund must be provided, with one exception. Self-Sourced Applicants that provide the Self-Sourced Financing Commitment Verification form (Rev. 11-19) behind Attachment 15 will be required to provide the evidence of ability to fund that source of financing during credit underwriting. If a Self-Sourced Applicant includes any other financing proposal that is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, it will follow the same requirements as Non-Self-Sourced Applicants, and the evidence of ability to fund must be provided.

Evidence of ability to fund includes: (i) a copy of the lender's most current audited financial statements no more than 17 months old; or (ii) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer Fee.

In the case where the seller (or lessor) of the Development's property is providing a seller's or lessor's note (purchase money mortgage or equivalent) to help finance the Applicant's acquisition of the property, evidence of its ability to fund the amount of the note is not needed so long as the Application includes a letter from the seller or lessor that meets the financing proposal criteria outlined in (2)(a) above and the amount of the note is equal to or less than the purchase price of the property.

- (d) If a financing proposal shows an amount less than the corresponding line item on the Development Cost Pro Forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount greater than the corresponding line item on the Development Cost Pro Forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.

- (e) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (f) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (g) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (h) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.
- (i) Demonstration of permanent source(s) of financing from Self-Sourced Applicants

Self-Sourced Applicants must include the Self-Sourced Financing Commitment Verification form (Rev. 11-19) as Attachment 15. During scoring and credit underwriting, Self-Sourced Applicants must demonstrate self-sourced financing in an amount that is at least half of the Applicant's eligible SAIL Request Amount (excluding the ELI Loan Funding) or \$1,000,000, whichever is greater. During credit underwriting, the self-sourced financing must demonstrate evidence of ability to fund as described in (c) above. Permanent Sources that Cause Reduction in Maximum SAIL Request Amounts of Self-Sourced Applicants are not considered self-sourced financing. In addition, deferred Developer Fee cannot be used to qualify as a self-sourced funding source for Self-Sourced Applicant.

Self-sourced financing will be funded and dispersed pro rata along with SAIL funding. The self-sourced financing must be subordinate to the SAIL loan. For example: The Self-Sourced Applicant demonstrates the ability to fund a subordinate bond purchase (e.g., a Tranche B loan, subordinate to all other financing). Self-Sourced permanent financing sources must be identified on the Development Cost Pro Forma and labeled as either "Self-Sourced: Bond-Financing" or "Self-Sourced: Non-Bond-Financing" using the drop-down option available. self-sourced financing proposals must be provided in **Attachment 15**, in accordance with the requirements of subsection (c), above.

If a Self-Sourced Applicant demonstrates Permanent Sources that Cause Reduction in Maximum SAIL Request Amounts of Self-Sourced

Applicants, the funding will be divided by the total number of units. The result of this will be deducted from the maximum per unit SAIL request (\$30,000). For example: If a Self-Sourced Applicant is proposing a Development consisting of 100 total units and includes \$1,000,000 in permanent financing from a government entity, the maximum per unit SAIL Request will be reduced from \$30,000 per unit to \$20,000 per unit ( $\$1,000,000 / 100 = \$10,000$ .  $\$30,000 - \$10,000 = \$20,000$ ).

c. Development Cost Pro Forma

All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources (both Corporation and non-Corporation funding). The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant's funding Request Amount is adjusted downward, this may result in a funding shortfall. If the Application has a funding shortfall, it will be ineligible for funding.

The Development Cost Pro Forma must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition, including the Developer Fee and General Contractor fee, as outlined below. Waived or reimbursed fees or charges are not considered costs to the Development and therefore, should not be included on the Development Cost Pro Forma. Note: deferred Developer Fees are not considered "waived fees."

Developer Fee and General Contractor fee must be disclosed. In the event the Developer Fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer Fee, General Contractor fee, or contingency reserve that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable. As stated below, Applicants may not enter any amounts pertaining to operating deficit reserves. The Corporation will not consider any operating deficit reserves listed on the Development Cost Pro Forma.

Unless stated otherwise in this RFA, except for deferred Developer Fee, the Application requires complete information on all sources of Development funding and the proposed uses of those funds. All loans, grants, donations, syndication proceeds, etc., should be detailed in the Application as outlined above. The total of monetary funds determined to be in funding proposals must equal or exceed uses.

(1) Developer Fee

Each Developer Fee component listed in (a) and (b) below shall not exceed the respective amounts described below:

- (a) Developer Fee on Acquisition Costs, is limited to 18 percent of the Total Acquisition Cost of Existing Development (excluding land) stated on the Development Cost Pro Forma in Column 3 of Item B, rounded down to the nearest dollar; and
- (b) Developer Fee on Non-Acquisition Costs, is limited to 18 percent of the net amount after deducting Total Acquisition Cost of Existing Development (excluding land) (Column 3 of Item B) from the Development Cost stated on the Development Cost Pro Forma in Column 3 of Item C, rounded down to the nearest dollar.

If the maximums stated in (a) or (b) are exceeded, the Corporation will adjust the amount down to the maximum allowed. Additionally, the Corporation may further adjust the Developer Fee on Acquisition Costs, and/or Developer Fee on Non-Acquisition Costs stated on the Development Cost Pro Forma and used to calculate the Developer Fee in Item D of the Development Cost Pro Forma. The conditions for such adjustments are stated below:

- If the amount of Developer Fee on Acquisition Costs is more than the amount allowed in (a) above, AND if the amount of Developer Fee on Non-Acquisition Costs is less than the amount allowed in (b) above, the Corporation will reduce the amount of Developer Fee on Acquisition Costs to the maximum allowed amount, and increase the amount of Developer Fee on Non-Acquisition Costs by the amount reduced in the Developer Fee on Acquisition Costs, up to the maximum allowed amount.
- If the amount of Developer Fee on Non-Acquisition Costs is more than the amount allowed in (b) above, AND if the amount of Developer Fee on Acquisition Costs is less than the amount allowed in (a) above, the Corporation will reduce the amount of Developer Fee on Non-Acquisition Costs to the maximum allowed amount, and increase the amount of Developer Fee on Acquisition Costs by the amount reduced in the Developer Fee on Non-Acquisition Costs, up to the maximum allowed amount.

The Corporation will allow up to 100 percent of the eligible Developer Fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund; however, deferred Developer Fee may not be used as self-sourced funding.

Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer Fee. Consulting fees include, but are not limited to, payments for Application consultants,

construction management or supervision consultants, or local government consultants.

(2) General Contractor Fee

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during the scoring of the Application by multiplying the actual construction cost by 14 percent, rounded down to the nearest dollar.

(3) Contingency Reserves

For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed (a) 5 percent of hard and soft costs for Development Categories of New Construction or Redevelopment, with or without Acquisition; or (b) 15 percent of hard costs and 5 percent of soft costs for Development Categories of Rehabilitation or Preservation, with or without Acquisition, as further described in Rule Chapter 67-48 and 67-21, F.A.C. The determination of the contingency reserve is limited to the maximum stated percentage of total actual construction costs (hard costs) and general development costs (soft costs), as applicable.

(4) Operating Deficit Reserves

An operating deficit reserve is not to be included as part of Development Costs and cannot be used in determining the maximum Developer Fee. Applicants may not enter any amounts pertaining to any type of reserve other than the contingency reserve mentioned above on the Development Cost Pro Forma as part of the Application process. A reserve, including an operating deficit reserve, if necessary as determined by an equity provider, first mortgage lender, and/or the Credit Underwriter engaged by the Corporation in its reasonable discretion, will be required and sized in credit underwriting. The inclusion of any reserve is not permitted in the Application (other than the permitted contingency reserve) which may include, but is not limited to, operating deficit reserve, debt service shortfalls, lease-up, rent-re-stabilization, working capital, lender or syndicator required reserve(s), and any pre-funded capital (replacement) reserves. If any reserve other than the permitted contingency reserve can be identified and is included in the Development Cost Pro Forma, the Corporation will remove it during Application scoring.

In exchange for receiving funding from the Corporation, the Corporation reserves the authority to restrict the disposition of any funds remaining in any operating deficit reserve(s) after the term of the reserve's original purpose has terminated or is near termination. Authorized disposition uses are limited to payments towards any outstanding loan balances of the Development funded from the Corporation, any outstanding Corporation

fees, any unpaid costs incurred in the completion of the Development (i.e., deferred Developer Fee), the Development's capital replacement reserve account (provided, however, that any operating deficit reserve funds deposited to the replacement reserve account will not replace, negate, or otherwise be considered an advance payment or pre-funding of the Applicant's obligation to periodically fund the replacement reserve account), the reimbursement of any loan(s) provided by a partner, member or guarantor as set forth in the Applicant's organizational agreement (i.e., operating or limited partnership agreement). The actual direction of the disposition is at the Applicant's discretion so long as it is an option permitted by the Corporation. In no event, shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer Fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.

The Corporation will review the limited partnership agreement or limited liability company operating agreement language on reserves for compliance with the above requirement. If the limited partnership agreement or limited liability company operating agreement does not specifically state that the parties will comply with the Corporation's requirements stated above, the Corporation will require an amendment of the agreement and will not issue IRS form(s) 8609 until the amendment is executed and provided to the Corporation.

d. Per Unit Construction Funding Preference

(1) The following Applications will qualify for this funding preference, as outlined in Section Five of the RFA:

- (a) Applications with a Development Category of New Construction or Redevelopment, with or without Acquisition, and
- (b) Applications with a Development Category of Preservation or Rehabilitation, with or without Acquisition, that reflect an amount of at least \$32,500 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 (Actual Construction Cost) is divided by the number of total units in the Development.

(2) The following Applications will not qualify for this funding preference:

Applications with a Development Category of Preservation or Rehabilitation, with or without Acquisition, that reflect an amount less than \$32,500 per unit, when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 (Actual Construction Cost) is divided by the number of total units in the Development.



Indicate whether the proposed development qualifies for this funding preference in Exhibit A.

- e. Principal of the Applicant is a Public Housing Authority and/or an instrumentality of a Public Housing Authority

The Applicant should state whether any Principals of the Applicant entity are a Public Housing Authority and/or an instrumentality of a Public Housing Authority. To qualify for the "Add-On Bonus" used in the Total Development Cost Per Unit Base Limitation calculation described Section Five, A.1 of the RFA and in Item 1 of Exhibit C of the RFA, and the PHA multiplier used in the Leveraging Calculation described in Item 3. of Exhibit C of this RFA, the Public Housing Authority and/or instrumentality of a Public Housing Authority must be reflected on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019). For purposes of the "Add-On Bonus", the Public Housing Authority and/or instrumentality of a Public Housing Authority must not be disclosed as only the Investor Limited Partner of the Applicant or Investor Member of the Applicant.

If the Principal of the Applicant is an instrumentality of a Public Housing Authority, state the name of the Public Housing Authority.

**11. Local Government Contributions (5 Points)**

- a. Applicants Eligible for Automatic Points

With the exception of Applicants of proposed Developments located in Miami-Dade County, Applicants that selected and qualified for the Development Category of Preservation or Rehabilitation, with or without Acquisition, will automatically receive the maximum of five points without any requirement to demonstrate a Local Government contribution.

- b. Applicants Not Eligible for Automatic Points

(1) In order for Applicants of proposed Developments located in Miami-Dade County, regardless of Development Category, to receive the maximum of five points, provide evidence of at least \$250,000 in Local Government committed funding (i.e. grants and/or loans and/or fee waivers) that is effective as of the Application Deadline and is in effect at least through June 30, 2022. Fee deferrals cannot be counted towards the \$250,000 requirement. Applicants of proposed Developments located in Miami-Dade County with less than \$250,000 in committed funds from the Local Government will receive zero Local Government contribution points.

(2) In order for Applicants of proposed Developments located in counties other than Miami-Dade County that selected the Development Category of New Construction or Redevelopment, with or without Acquisition to receive the maximum of five points, provide evidence of a Local Government grant, loan, fee waiver and/or fee deferral that is effective as of the Application Deadline, is in effect at least through June 30, 2022, and has a face amount whose dollar

amount is equal to or greater than the amount listed on the County Contribution List for All Counties Other than Miami-Dade County (set out below) for the county in which the proposed Development will be located. Applicants of proposed Developments located in counties other than Miami-Dade County that do not have the necessary contribution amounts to achieve maximum points will be scored on a pro-rata basis.

(3) Self-Sourced Applicants

If a Self-Sourced Applicant demonstrates Permanent Sources that Cause Reduction in Maximum SAIL Request Amounts of Self-Sourced Applicants, the funding will be divided by the total number of units. The result of this will be deducted from the maximum per unit SAIL request (\$30,000). For example: If a Self-Sourced Applicant is proposing a Development consisting of 100 total units and includes \$1,000,000 in permanent financing from a government entity, the maximum per unit SAIL Request will be reduced from \$30,000 per unit to \$20,000 per unit ( $\$1,000,000 / 100 = \$10,000$ .  $\$30,000 - \$10,000 = \$20,000$ ).

The only Local Government contributions that will be considered for Applicants of proposed Developments located in counties other than Miami-Dade County for the purpose of scoring are:

- Monetary grants
- Loans with the exception of USDA RD funds
- A one-year or more deferral of a fee beyond the date that it is routinely due
- Waiver of fees

c. Evidence of the Local Government Contribution

As evidence of the Local Government contribution, provide the properly completed and executed Local Government Verification of Contribution Form(s) (Form Rev. 07-2019) as **Attachment 16** to Exhibit A. The following Local Government Contribution forms (Form Rev. 07-2019) are available at the RFA Webpage:

- Local Government Verification of Contribution - Loan Form
- Local Government Verification of Contribution - Grant Form
- Local Government Verification of Contribution - Fee Waiver Form
- Local Government Verification of Contribution - Fee Deferral Form

To qualify for points, the face amount of the Local Government contribution stated on the applicable form(s) must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

A loan with a forgiveness provision (and no accrued interest charges) requiring approval of the Local Government can be treated as a loan or a grant, for scoring purposes. Either the "Loan" or the "Grant" verification forms can be used. If the loan form is used for a loan with forgiveness provision (and no accrued interest charges), the space for entering the net present value of the loan is not applicable.

Funds administered by the Local Government, including federal funds and SHIP funds, may be included in the contribution as long as the appropriate verification form is provided. For purposes of this RFA, USDA-RD funds will NOT count as a Local Government contribution.

The contribution may not be included as an expense on the Development Cost Pro Forma nor may it be considered part of Development Cost for purposes of calculating Housing Credit basis or Developer's fee. The exception to the previous sentence is deferred Local Government fees, which may be shown on the Development Cost Pro Forma.

For a contribution consisting of a loan or deferred fee to be considered complete and eligible for points, the Local Government Verification form must reflect the total amount of the loan or deferred fee. Calculate the net present value of the payments using the discount rate of 5.50 percent.

NOTE: Applications are not required to reflect the net present value on any Local Government Verification forms.

NOTE: Neither the payment stream for the present value calculations (if contribution consists of a loan or deferred fee) nor the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) are required to be attached to the certification form or otherwise included in the Application in order for the certification form to be considered for points.

In order to be eligible to be considered for points as a Local Government contribution, the contribution must:

- Be in effect as of Application Deadline;
- Be effective at least through June 30, 2022;
- Be dedicated solely for the proposed Development;
- Provide a tangible economic benefit that results in a quantifiable cost reduction and must be given specifically to the proposed Development because the Development will provide affordable housing; and
- State, federal, or Local Government funds initially obtained by or derived from a Local Government qualify as a Local Governmental contribution even though the funds are directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization, provided that they otherwise meet the requirements set forth in this RFA, including those relating to the executed verification form.

Local Government contributions that are ineligible to be considered for points include:

- Contributions that are not specifically made for the benefit of affordable housing but are instead of general benefit to the area in which the Development is located;

- The fact that no impact fees or other such fees are levied by a local jurisdiction for ANY type of development does not constitute a Local Government contribution. If such fees are levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this RFA, no Local Government contribution exists and no points will be awarded;
- The absence of interest on a loan or the absence of interest payments until a specific date does not constitute a deferral or waiver of fees;
- Local Government contributions that have not received final approval;
- A contribution from an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer;
- A contribution from a PHA;
- HOPE VI funds; and
- A contribution of any portion of the Applicant's site below market value.

To calculate the net present value of a Local Government contribution below market interest rate loan or fee deferral:

- Calculate the net present value of the payments due to the Local Government. For a loan, this includes any balloon payment of principal due on a non-amortizing or non-fully amortizing loan. For a fee deferral, this includes the amount of the fee due at the end of the deferral period.
- Calculate the net present value of the loan payments using the discount rate.

**Example:** If the discount rate is assumed to be 5.50 percent and the Local Government will provide a fully-amortizing \$50,000 loan with payments due monthly based on a 1.0 percent interest rate for the entire 15-year term, the net present value is calculated as follows:

Calculate the monthly principal and interest payments of the \$50,000 loan at 1.0 percent (\$299.25).

Calculate the net present value of the stream of the monthly payments over 15 years (180 months) using a 5.50 percent discount rate (\$36,623.93).

**Example:** If the discount rate is assumed to be 5.50 percent and the Local Government will provide a \$50,000 loan with interest-only payments due monthly based on a 1.0 percent interest rate for entire 15-year term and principal due at maturity, the net present value is calculated as follows:

Calculate the monthly interest-only payment of the \$50,000 loan at 1.0 percent (\$41.67).

Calculate the net present value of the stream of the monthly payments over 15 years (180 months) and principal due at maturity, using a 5.50 percent discount rate (\$27,052.53).

**Example:** A Development is to be located in Sarasota County and has achieved a Local Government contribution with a face amount of \$37,500. The County Contribution List states that a Development to be located in Sarasota County must obtain contributions representing a face amount of \$50,000 to achieve 5 points. Therefore, in this example, the Development would receive 3.75 points  $((\$37,500 / \$50,000) \times 5)$ .

**NOTE:** Points will be rounded to two decimal places (3.345 rounded up to 3.35 and 3.3449 rounded down to 3.34).

**County Contribution List**

County in Which the Development Is to be Located	Face Amount of Contribution Required to Achieve Maximum Points	County in Which the Development Is to be Located	Face Amount of Contribution Required to Achieve Maximum Points
Broward	\$100,000	Columbia	\$10,000
Duval Hillsborough Orange Palm Beach Pinellas	\$75,000	Monroe Nassau Putnam Sumter	
Brevard Lee Pasco Polk Sarasota Seminole Volusia	\$50,000	Bradford De Soto Gadsden Hardee Hendry Jackson Levy Okeechobee Suwannee Walton	\$5,000
Alachua Collier Escambia Lake Leon Manatee Marion	\$37,500	Baker Calhoun Dixie Franklin Gilchrist Glades Gulf	\$2,500

Bay Charlotte Citrus Clay Flagler Hernando Highlands Indian River Martin Okaloosa Osceola St. Johns St. Lucie Santa Rosa	\$20,000	Hamilton Holmes Jefferson Lafayette Liberty Madison Taylor Union Wakulla Washington	
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**B. Additional Information**

1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, the following is ***strongly recommended***: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment.

Additionally, include the following at question B.1. of Exhibit A:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

2. Bookmarking the All Attachments Document before uploading (5 points)

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading. Instructions are provided on the RFA Webpage. Acrobat Standard DC or Acrobat Pro DC are the programs required to create bookmarks.

3. Addenda

Use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items described in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

**SECTION FIVE  
SCORING AND EVALUATION PROCESS**

**A. Scoring the RFA**

**1. Determining Eligibility**

Only Applications that meet all of the following Eligibility Items will be eligible for funding and considered for funding selection.

<b>Eligibility Items</b>
Submission Requirements met*
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline
Applicant Certification and Acknowledgement form provided and meets requirements
Demographic Commitment selected
Name of Applicant provided
Evidence Applicant is a legally formed entity provided
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity provided
Developer Experience Requirement met
Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements
Contact Information for Management Company provided
Prior General Management Company Experience requirement met
Authorized Principal Representative provided and meets requirements
Name of Proposed Development provided
Development Category selected
Development Category Qualifying Conditions met
Development Type provided
Breakdown of number of units associated with each Development Type, Development Category and ESS/Non-ESS provided, if applicable
County identified
Address of Development Site provided
Question whether a Scattered Sites Development answered
Development Location Point provided
Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable
Minimum Transit Score met (if applicable)
Minimum Total Proximity Score met
Mandatory Distance Requirement met
Total Number of Units provided and within limits
Number of new construction units and rehabilitation units provided
Occupancy status of any existing units provided, if Rehabilitation
Minimum Set-Aside election provided
Total Set-Aside Breakdown Chart properly completed

Unit Mix provided and meets requirements
Number of residential buildings provided
Evidence of Site Control provided
Appropriate Zoning demonstrated
Availability of Water demonstrated
Availability of Sewer demonstrated
Green Building Certification or Minimum Additional Green Building Features selected, as applicable
Minimum Resident Programs selected
Applicant's SAIL Funding Request Amount
Eligible SAIL Request Amount Meets Minimum Request Amount (Miami-Dade County only)
Applicant's Non-Competitive Housing Credit Request Amount
Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds)
Development Cost Pro Forma provided (listing expenses or uses) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses
Financial Arrearage Requirement and Insurance Deficiency Requirement met**
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development in a previous RFA ***
Verification of no recent de-obligations ****
Total Development Cost Per Unit Limitation met*****

\* Submission Requirement

To be eligible for funding, the following submission requirements must be met: (i) the Application must be submitted online by the Application Deadline, and (ii) the required Application fee must be submitted as of the Application Deadline.

\*\* Financial Arrearage Requirement and Insurance Deficiency Requirement

An Application will be deemed ineligible for funding if, as of close of business **two days\*** before the Committee meets to make a recommendation to the Board, either of the following occur: (1) there remains any financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation as reflected on the most recently published Past Due Report; or (2) an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer has an insurance deficiency for any Development awarded Corporation resources, which are in first lien position, issued during or after September 2016 that is governed by the Insurance Guide posted to the Corporation's Website under the link <https://www.floridahousing.org/data-docs-reports/insurance-guide> (also accessible by clicking [here](#)).



The Past Due Report contains the financial arrearages to the Corporation as well as the Insurance Deficiency Report. The most recently published Past Due Report is posted to the Corporation's Website under the link <https://www.floridahousing.org/data-docs-reports/past-due-reports> (also accessible by clicking [here](#)), but not more recently than seven business days prior to the date the Committee meets to make a recommendation to the Board.

\* For example, if a review committee meeting is held on a Wednesday, regardless of the time of the meeting, the arrearages must be paid by Monday close of business.

\*\*\* Previous Funding Requirements

Requirement that there can be no prior acceptance to an invitation to enter credit underwriting for the same Development in a previous RFA

An Application will be deemed ineligible for funding if the Applicant has accepted an invitation to enter credit underwriting for the same Development (with the exception of funding awarded under the Predevelopment Loan Program (PLP) and/or the Elderly Housing Community Loan (EHCL) program) and, as of Application Deadline for this RFA, the funding has not been returned to the Corporation. If the acceptance to an invitation to enter credit underwriting in occurs after the Application Deadline and before the Review Committee Meeting for this RFA, the proposed Development will be considered ineligible for funding in this RFA. If the acceptance to an invitation to enter credit underwriting occurs after the Review Committee Meeting for this RFA, the proposed Development will be considered ineligible for funding in this RFA and any funding awarded in this RFA will be rescinded and considered Returned Funding.

\*\*\*\* Verification of no recent de-obligations

An Application will be deemed ineligible to be considered for funding if, as of the close of business the day before the Committee meets to make a recommendation to the Board, an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer has received an award of any funding from any RFA issued by Florida Housing Finance Corporation but such funding has been de-obligated by the Florida Housing Finance Corporation Board of Directors within the seven years prior to this RFA Application Deadline, with the exception of de-obligations that resulted from the termination of the Multifamily Energy Retrofit Program (MERP) funding awarded through RFA 2015-115.

\*\*\*\*\* Total Development Cost Per Unit Limitation

By submitting its Application, the Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation

during the scoring, credit underwriting, and final Housing Credit allocation process.

Any Application that has an amount that exceeds these limitations during scoring will not be eligible for funding. These TDC Per Unit Base Limitation amounts, inclusive of any applicable TDC multiplier and/or TDC add-on, are effective during the scoring process. Item 1 of Exhibit C provides the TDC Per Unit Base Limitation amounts that account for an escalation factor to be incorporated for the credit underwriting process and final allocation process, as explained in the exhibit.

**Total Development Cost Per Unit Base Limitations to be used during the scoring process**

Measure	New Construction Units					Rehabilitation Units	
	Garden Non-ESS*	Garden ESS*	Mid-Rise-Non-ESS*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation ** for all counties except Broward, Miami-Dade and Palm Beach counties	\$270,100	\$311,900	\$311,900	\$344,700	\$358,000	\$146,900	\$221,600
Maximum TDC Per Unit Limitation ** for Broward, Miami-Dade and Palm Beach counties	\$284,500	\$327,100	\$327,100	\$361,000	\$374,700	\$153,600	\$232,600
Applicable TDC Multipliers (to be applied against the Development's TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
TDC Multiplier for Elderly-ALF Developments					95%		
TDC Multiplier for Florida Keys Area for all areas located north of Plantation Key (i.e., north of Tavernier Creek)					65%***		
TDC Multiplier for Florida Keys Area for all areas located on or south of Plantation Key (i.e., south of Tavernier Creek)					50%***		
TDC Add-On for Applicants that have a PHA/instrumentality of a PHA as a Principal					\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation		
TDC Add-on for All Applicants due to known expenses related to tax-exempt bond transactions					\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation		

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High-Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

\*\* Exclusive of-property purchase price and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the term of operating deficit reserves (ODR) is mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves. Examples of reserves which can be considered part of the operating deficit reserve for this calculation are provided in the Operating Deficit Reserve portion of the Funding section in the RFA. For purposes of property purchase price to be excluded, the Corporation uses the lesser of the appraised value, or the actual property purchase price. When property purchase price is referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the property purchase price approved by the Corporation to be provided in the final cost certification under the building acquisition and land owned cost line items. In addition, the costs identified by any Applicant as the construction costs associated with commercial and/or retail space are excluded from the TDC Per Unit Limitation process. For Applicants that have a public housing authority/instrumentality of a public housing authority listed as a Principal on the Applicant's Principal Disclosure Form may also exclude demolition costs and tenant relocation costs from TDC PU Limitation calculations. The total amount of costs that are to be excluded from the TDC Per Unit Limitation process are the applicable property acquisition price (building and land), construction costs associated with the delivery of commercial/retail space, operating deficit reserves and certain PHA costs described herein are referred to in Exhibit C in the congregate as applicable qualifying costs.

\*\*\* If the proposed Development consists of Scattered Sites, the 50% TDC Multiplier applies only if all of the sites are located south of Tavernier Creek.

**2. Awarding Points**

Point Items	Maximum Points
Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline	5
Bookmarking Attachments prior to submission	5
Developer Experience Withdrawal Disincentive	5
Local Government Contribution Points	5
<b>Total Possible Points</b>	<b>20</b>

**B. Selection Process**

1. Funding Available

a. SAIL Funding Available: \$65,758,500

(1) Demographic Funding

(a) Family Funding Available: \$43,065,000

Up to a maximum of \$21,532,500 of the Family funding shall be reserved for Applicants that select the Family Demographic Commitment that qualify as Self-Sourced Applicants

\$21,532,500 of the Family funding shall be reserved for Applicants that select the Family Demographic Commitment but do not qualify as Self-Sourced Applicants

(b) Elderly Funding Available: \$22,693,500

(2) Geographic Funding

(a) Small County Funding Available: \$6,575,850

(b) Medium County Funding Available: \$23,804,577

(c) Large County Funding Available: \$35,378,073

b. Funding Tests

Applications will only be selected for funding if there is enough SAIL funding available in both the applicable SAIL Geographic Category (SAIL Geographic Funding Test) and the

SAIL Demographic Category (SAIL Demographic Funding Test) to fund the Applicant's Total SAIL Request Amount (i.e., the Applicant's Eligible SAIL Request Amount plus the Applicant's Eligible ELI Loan Request Amount).

Additional criteria considered for Family Developments to meet the SAIL Demographic Funding Test

(1) Funding Available

Up to a maximum of \$21,532,500 of the Family Funding will be reserved for Applicants that qualify as Self-Sourced Applicants ("Self-Sourced Applicant Family Funding").

\$21,532,500 of the Family Funding will be reserved for Applicants that select the Family Demographic Commitment but do not qualify as Self-Sourced Applicants ("Non-Self-Sourced Applicant Family Funding").

The Self-Sourced Applicant Family Funding and Non-Self-Sourced Applicant Family Funding will remain part of the SAIL Demographic Funding Test until the Family Funding Merge described in 5.d. below.

(2) Additional SAIL Demographic Funding Test requirement for Family Developments used prior to Family Funding Merge described in 5.d. below.

(a) Non-Self-Sourced Family Applications

In addition to the SAIL Geographic Funding Test and SAIL Demographic Funding Test criteria stated above, in order for a Non-Self-Sourced Family Application to be selected for funding, there must be enough SAIL funding available in the Non-Self-Sourced Applicant Family Funding to fund the Applicant's Total SAIL Request Amount (i.e., the Applicant's Eligible SAIL Request Amount plus the Applicant's Eligible ELI Loan Request Amount).

(b) Self-Sourced Family Applications

In addition to the SAIL Geographic Funding Test and SAIL Demographic Funding Test criteria stated above, in order for a Self-Sourced Application to be selected for funding, there must be enough SAIL funding available in the Self-Sourced Applicant Family Funding to fund the Applicant's Total SAIL Request Amount (i.e., the Applicant's Eligible SAIL Request Amount plus the Applicant's Eligible ELI Loan Request Amount).

For purposes of the Funding Tests, SAIL Geographic Funding Test refers to the availability of SAIL funding for Large County, Medium County, and Small County Applications to fully fund the Applicant's Total SAIL Request Amount and SAIL Demographic Funding Test refers to the funding available for Elderly Applications (i.e., Applications with the Demographic of Elderly (ALF or Non-ALF) and Family Applications

(i.e., Applications with the Demographic of Family) to fully fund the Applicant's Total SAIL Request Amount. The funding available in each SAIL Geographic Category and SAIL Demographic Category is outlined above. SAIL funds tentatively awarded to an Application will be deducted from the funds available within the applicable SAIL Geographic Category and the applicable SAIL Demographic Category. An Application will only be selected for funding if both the SAIL Geographic Funding Test and the SAIL Demographic Funding Test (the Funding Tests) are met.

**2. County Award Tally**

As each Application is selected for tentative funding, the county where the proposed Development is located will have one Application credited towards the County Award Tally. The Corporation will prioritize eligible unfunded Applications that meet the Funding Test and are located within counties that have the lowest County Award Tally above other eligible unfunded Applications with a higher County Award Tally that also meet the Funding Test, even if the Applications with a higher County Award Tally are higher ranked.

**3. Goals**

- One Application that selected the Development Category of Preservation, with or without Acquisition, regardless of Demographic Commitment or County Size
- Two Elderly, New Construction Applications located in a Large County, with a preference for at least one Application that qualifies for the Veterans Preference
- Three Family, New Construction Applications located in a Large County, with a preference that at least two Applications are from Self-Sourced Applicants.
- One Elderly, New Construction, Application located in a Medium County, with a preference for Applications that qualify for the Veterans Preference
- Two Family, New Construction, Application located in a Medium County, with a preference that at least one Application is from a Self-Sourced Applicant.

For purposes of the funding selection, Applications with the Development Category of New Construction, Redevelopment, with or without Acquisition, will qualify as New Construction Applications; and Applications with the Demographic Commitment of Elderly (ALF or Non-ALF) will qualify as Elderly Applications.

**4. Application Sorting Order**

- a. Application Sorting Order when selecting Applications for the goal to fund one Application that selected the Development Category of Preservation, with or without Acquisition

The highest scoring Applications will be determined by first sorting together all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order:

- (1) By the Application's eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
  - (2) By the Age of Development Preference (with preference given to Applications that demonstrate within the Development Category Qualification Letter provided as Attachment 6 that the proposed Development was originally built at least 30 years prior to the Application Deadline, as outlined in Section Four, A.4.b.(2)(d) of the RFA);
  - (3) By RA Level 1, 2 or 3 Preference (with preference given to Applications that achieve an RA Level Classification of RA Level 1, 2 or 3, as outlined in Section Four A.4.b.(3) of the RFA);
  - (4) By the Application's eligibility for the ESS Construction Funding Preference, as outlined at Section Four A.4.d. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
  - (5) By the Application's eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.10.d. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
  - (6) By the Application's Leveraging Level which is outlined in Item 3 of Exhibit C of the RFA (with Applications that have a lower Leveraging Level number listed above Applications that have a higher Leveraging Level number);
  - (7) By the Application's actual RA Level (with preference given to Applications with the lowest RA Level Classification so that RA Level 1 Applications receive the most preference and RA Level 6 Applications receive the least preference);
  - (8) By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
  - (9) By lottery number, resulting in the lowest lottery number receiving preference.
- b. Application Sorting Order during selection process after selecting Applications for the goal to fund one Application that selected the Development Category of Preservation, with or without Acquisition
- (1) By the Application's eligibility for the Per Unit Construction Funding Preference (which is outlined in Section Four A.10.d. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;

- (2) Next, by the Application's Leveraging Level number (which is outlined in Item 3. of Exhibit C) with Applications that have a lower Leveraging Level number listed above Applications that have a higher Leveraging Level number;
- (3) By the Application's eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- (4) By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- (5) By lottery number, resulting in the lowest lottery number receiving preference.

**5. The Funding Selection Process**

- a. Goal to fund one Application that selected the Development Category of Preservation

The first Application selected for funding will be the highest ranking eligible Application that selected the Development Category of Preservation, with or without Acquisition, regardless of the county or Demographic Commitment.

- b. Goals to fund eight Medium and Large County, New Construction Applications

- (1) Goal to fund one New Construction Application located in Miami-Dade County and one New Construction Application located in Broward County

- (a) First Application selected to meet the goal to fund eight Medium and Large County, New Construction Applications

The first Application selected to meet the goal to fund eight Medium and Large County, New Construction Applications will be the highest ranking eligible New Construction Application that is located in Miami-Dade County or Broward County, regardless of the Demographic Commitment, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.

- (b) Second Application selected to meet the goal to fund eight Medium and Large County, New Construction Applications

- If the Application selected for funding in paragraph (a) was an Elderly Application located in Miami-Dade County, the second Application will be the highest-ranking Family Application located in Broward County, with a preference that it be a Self-Sourced Application located in Broward County.

- If the Application selected for funding in paragraph (a) was an Elderly Application located in Broward County, the second Application will be the highest-ranking Family Application located in Miami-Dade County, with a preference that it be a Self-Sourced Application located in Miami-Dade County.
- If the Application selected for funding in paragraph (a) was a Family Application located in Miami-Dade County, the second Application will be the highest-ranking Application located in Broward County that either (i) is an Elderly Application that qualifies for the Veterans Preference; or (ii) is a Family Application that qualifies as a Self-Sourced Application. If there are no eligible Elderly Applications that qualifies for the Veterans Preference or Family Application that qualifies as a Self-Sourced Applications located in Broward County, then the second Applications selected for funding will be the highest-ranking Application located in Broward County, regardless of the Demographic Commitment, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.
- If the Application selected for funding in paragraph (a) was a Family Application located in Broward County, the second Application will be the highest-ranking Application located in Miami-Dade County that either (i) is an Elderly Application that qualifies for the Veterans Preference; or (ii) is a Family Application that qualifies as a Self-Sourced Application. If there are no eligible Elderly Applications that qualifies for the Veterans Preference or Family Application that qualifies as a Self-Sourced Applications located in Miami-Dade County, then the second Applications selected for funding will be the highest-ranking Application located in Miami-Dade County, regardless of the Demographic Commitment, , the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.

(2) Goal to fund two Elderly, Large County, New Construction Applications

This goal will be met under the following circumstances:

- (a) If neither of the Applications selected to meet the goal described in (1) above are Elderly Applications, the two highest-ranking eligible Elderly, Large County, New Construction Applications that meets the Veterans Preference will be selected for funding, subject to the County Award Tally and both Funding Tests. If the goal could not be met because there were not enough eligible Applications that meets the Veterans Preference and this goal, the two highest-ranking eligible Elderly, Large County, New Construction Applications will be selected for funding, subject to the County Award Tally and both Funding Tests.



- (b) If one of the Applications selected to meet the goal described in (1) above is an Elderly Application, the highest-ranking eligible Elderly, Large County, New Construction Application that meets the Veterans Preference will be selected for funding, subject to the County Award Tally and both Funding Tests. If the goal could not be met because there were no eligible unfunded Elderly, Large County, New Construction Applications that meets the Veterans Preference, the highest-ranking eligible Elderly, Large County, New Construction Application will be selected for funding, subject to the County Award Tally and both Funding Tests.
- (3) Goal to Fund Three Family, Large County, New Construction Applications
- This goal will be met under the following circumstances:
- (a) If one or both of the Applications selected to meet the goal described in (1) above is a Family Application, that Application(s) will count towards this goal. To meet this goal, the highest-ranking Family, Large County, New Construction Self-Sourced Application(s) will be selected, subject to the County Award Tally and both Funding Tests, until this goal is met. If the goal could not be met because there were not enough eligible unfunded Self-Sourced Applications that could meet this goal, then the highest-ranking Family, Large County, New Construction Non-Self-Sourced Application(s) will be selected, subject to the County Award Tally and both Funding Tests, until this goal is met.
- (4) Goal to Fund one Elderly, Medium County, New Construction Application
- The Application selected for funding will be the highest-ranking eligible Elderly, Medium County, New Construction Application that meets the Veterans Preference, subject to the Funding Tests. If the goal could not be met because there were no eligible unfunded Elderly, Medium County, New Construction Applications that meets the Veterans Preference, the highest-ranking eligible Elderly, Medium County, New Construction Application will be selected for funding, subject to the Funding Tests.
- (5) Goal to Fund two Family, Medium County, New Construction Applications
- The first Application selected for funding will be the highest-ranking eligible Family, Medium County, New Construction Application from a Self-Sourced Applicant, subject to the County Award Tally and Funding Tests.
- After the selection of the Application from a Self-Sourced Applicant or if there are no Applications from a Self-Sourced Applicant that can meet this goal, the additional Application(s) selected to meet this goal will be the highest-ranking Family, Medium County, New Construction Application(s), regardless of whether the Application(s) is from a Self-Sourced Applicant, subject to the County Award Tally and both Funding Tests.

b. Family or Elderly (ALF or Non-ALF) Small County Applications

The highest ranking eligible unfunded Family or Elderly (ALF or Non-ALF) Small County Applications, regardless of the Development Category, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant, will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If funding remains and none of the eligible unfunded Small County Applications can meet both of the Funding Tests, or if there are no eligible unfunded Small County Applications, the remaining Small County Geographic funding will be allocated to the Medium County Geographic Category and to the Large County Geographic Category on a pro-rata basis based on the geographic distribution adjusted to meet the requirements of Section 420.5087, F.S.

c. Family or Elderly (ALF or Non-ALF) Medium County Applications

(1) Self-Sourced Applications

First, the highest ranking eligible unfunded Family Medium County Self-Sourced Applications will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If funding remains and none of the eligible unfunded Family Medium County Self-Sourced Applications can meet both of the Funding Tests, no further Family Medium County Self-Sourced Applications will be selected for funding.

(2) One Application that meet the Veterans Preference

Next, the highest ranking eligible unfunded Elderly Medium County Application that meet the Veterans Preference will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

(3) Remaining Medium County Funding

If funding remains, the highest ranking eligible unfunded Family or Elderly (ALF or Non-ALF) Medium County Applications, regardless of the Development Category, will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If none of the eligible unfunded Medium County Applications can meet both of the Funding Tests, or if there are no eligible unfunded Medium County Applications, the remaining Medium County Geographic funding will be allocated to the Large County Geographic Category.

d. Family or Elderly (ALF or Non-ALF) Large County Applications

(1) Self-Sourced Applications

First, the highest ranking eligible unfunded Family Large County Self-Sourced Applications will be selected for funding, subject to the Geographic and Demographic Funding Tests and County Award Tally.

If funding remains and none of the eligible unfunded Family Large County Self-Sourced Applications can meet both Funding Tests, all remaining Self-Sourced Applicant Family Funding and Non-Self-Sourced Applicant Family Funding will be merged ("Family Funding Merge"). No further Self-Sourced Applications will be funded.

(2) One Application that meet the Veterans Preference

Next, the highest ranking eligible unfunded Elderly Large County Application that meet the Veterans Preference will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

(3) Remaining Large County Funding

If funding remains, the highest ranking eligible unfunded Family or Elderly (ALF or Non-ALF) Large County Applications, regardless of the Development Category, will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If funding remains and no eligible unfunded Large County Applications can meet the Funding Tests, then no further Applications will be selected for funding and the remaining funding will be distributed as approved by the Board.

**6. Returned Funding**

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant withdrawing, an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or provisions outlined in Rule Chapter 67-48, F.A.C., will be distributed as approved by the Board.

**SECTION SIX  
AWARD PROCESS**

Committee members shall independently evaluate and score their assigned portions of the submitted Applications, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the

Applications deemed eligible for funding in order applying the funding selection criteria outlined in Section Five above and develop a recommendation or series of recommendations to the Board.

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Exhibits H and I of the RFA, and Rule Chapter 67-21, F.A.C., and Rule Chapter 67-48, F.A.C.

The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

After the Board's decision to select Applicants for funding in this RFA has become final action, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.

**Exhibit A to RFA 2021-205 - SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And Non-Competitive Housing Credits**

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion of the construction or rehabilitation work.

**1. Applicant Certification and Acknowledgement form**

Provide the Applicant Certification and Acknowledgement form, executed by the Authorized Principal Representative, as **Attachment 1**.

**2. Demographic Commitment**

a. Select one of the following Demographic Commitments:

[Choose an item.](#)

Note: Self-Sourced Applicants must select the Family Demographic Commitment.

b. Veteran Preference in Elderly (ALF or Non-ALF) Developments in Medium and Large Counties

If the Demographic Commitment is Elderly, does this Application qualify for the Veteran Preference in Elderly Developments?

[Choose an item.](#)

**3. Applicant, Developer, Management Company, and Contact Person**

a. Applicant

(1) Applicant Information

(a) State the name of the Applicant:

[Click here to enter text.](#)

(b) Does the Applicant qualify as a Self-Sourced Applicant?

[Choose an item.](#)

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.

(3) Non-Profit Applicant qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C. or Rule Chapter 67-21, F.A.C.?

[Choose an item.](#)

If "Yes", provide the required information for the Non-Profit entity as **Attachment 3**.

b. Developer Information

- (1) Name of each Developer (including all co-Developers)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

- (2) For each Developer entity listed in question (1) above (that is not a natural person, Local Government, or Public Housing Authority), provide, as **Attachment 4**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

- (3) Developer Experience (5 Points)

- (a) Required Developer Experience

To be eligible for funding, for each experienced Developer entity, provide, as **Attachment 4**, the required prior experience chart for at least one experienced natural person Principal of that entity.

- (b) Developer Experience Withdrawal Disincentive (5 Points)

To receive five points, the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.3.b.(3)(b) of the RFA must be met.

c. Principals Disclosure for the Applicant and for each Developer (5 points)

- (1) Eligibility Requirement

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-19) ("Principals Disclosure Form") with the Application and Development Cost Pro Forma, as outlined in Section Three of the RFA identifying the Principals of the Applicant and Developer(s) as of the Application Deadline.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline.

For Housing Credits, the investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified.

(2) Advance Review of Principals Disclosure Form (5 points)

Applicants will receive five points if the uploaded Principal Disclosure Form was either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline.

d. Management Company

(1) Contact Information

First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last Name: [Click here to enter text.](#)  
Management Company: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)  
City: [Click here to enter text.](#)  
State: [Choose a state.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Area Code](#) [7 digit number](#) [extension](#)  
E-Mail Address: [Click here to enter text.](#)

(2) Provide, as **Attachment 5**, the required prior experience chart for the Management Company or a principal of the Management Company reflecting the required information.

e. Contact Person

(1) Authorized Principal Representative contact information (required)

First Name: [Click here to enter text.](#)  
Middle Initial: [Click here to enter text.](#)  
Last Name: [Click here to enter text.](#)  
Organization: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)  
City: [Click here to enter text.](#)  
State: [Choose a state.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Area Code](#) [7 digit number](#) [extension](#)  
E-Mail Address: [Click here to enter text.](#)

(2) Operational Contact Person information (optional)

First Name: [Click here to enter text.](#)

Middle Initial: [Click here to enter text.](#)  
Last Name: [Click here to enter text.](#)  
Organization: [Click here to enter text.](#)  
Street Address: [Click here to enter text.](#)  
City: [Click here to enter text.](#)  
State: [Choose a state.](#)  
Zip: [Click here to enter text.](#)  
Telephone: [Area Code](#) [7 digit number](#) [extension](#)  
E-Mail Address: [Click here to enter text.](#)

**4. General Proposed Development Information**

- a. Name of the proposed Development

[Click here to enter text.](#)

- b. Development Category/Rental Assistance (RA) Level

- (1) Select the Development Category

[Choose an item.](#)

\* Note: Self-Sourced Applicants must select New Construction.

\*\*For purposes of SAIL funding, Rehabilitation includes Substantial Rehabilitation.

- (2) The Development Category requirements are outlined in Section Four.

- (3) Rental Assistance (RA) Level

If applicable, the Corporation will calculate the Rental Assistance (RA Level) based on the Development Category Qualification Letter provided as **Attachment 6** and using the criteria described in Section Four.

- c. Select the Development Type

[Choose an item.](#)

- d. Enhanced Structural Systems ("ESS") Construction Qualifications

Does the proposed Development meet the requirements to be considered Enhanced Structural Systems Construction as outlined in Section Four A.4.d. of the RFA?

[Choose an item.](#)

- e. Combination of Development Categories, Development Types, or ESS/non-ESS Construction



If the Development utilizes a combination of Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Leveraging Classification calculation and Total Development Cost Per Unit Limitation calculation, complete the chart below.

If the Development does not utilize a combination of Development Categories, Development Types, or ESS/non-ESS Construction, the chart is not required. In that event, the Leveraging Classification calculation and Total Development Cost Per Unit Limitation calculation will be made by applying the Development Type, Development Category and ESS Construction determination to all units in the proposed Development.

Measure	New Construction Units					Rehabilitation Units	
	Garden Non-ESS*	Garden ESS*	Mid-Rise-Non-ESS*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Enter the applicable number of units	<a href="#">Enter the number of units</a>	<a href="#">Enter the number of units</a>	<a href="#">Enter the number of units</a>	<a href="#">Enter the number of units</a>	<a href="#">Enter the number of units</a>	<a href="#">Enter the number of units</a>	<a href="#">Enter the number of units</a>

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High-Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

**5. Location of proposed Development**

a. County: [Choose a county.](#)

b. Development Location

(1) Address of Development Site:

[Click here to enter text.](#)

(2) City of Development Site\*:

[Click here to enter text.](#)

\*If the proposed Development is located in the unincorporated area of a county, provide that information.

c. Does the proposed Development consist of Scattered Sites?

[Choose an item.](#)

d. Latitude and Longitude Coordinates

(1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place

[Click here to enter text.](#)

Longitude in decimal degrees, rounded to at least the sixth decimal place  
[Click here to enter text.](#)

- (2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

[Click here to enter text.](#)

e. Proximity

- (1) PHA or RD 515 Proximity Point Boost

- (a) Does the proposed Development qualify for the PHA Proximity Point Boost?

[Choose an item.](#)

If "Yes", provide the required letter as **Attachment 7.**

- (b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

[Choose an item.](#)

If "Yes", provide the required letter as **Attachment 14.**

- (2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application's Transit Score.

- (a) If the proposed Development will serve the Elderly (ALF or Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

[Choose an item.](#)

- (b) Other Transit Services

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile)*
Public Bus Stop 1	<a href="#">Latitude Coordinates</a>	<a href="#">Longitude Coordinates</a>	<a href="#">Distance</a>
Public Bus Stop 2	<a href="#">Latitude Coordinates</a>	<a href="#">Longitude Coordinates</a>	<a href="#">Distance</a>

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

Public Bus Stop 3	<a href="#">Latitude Coordinates</a>	<a href="#">Longitude Coordinates</a>	<a href="#">Distance</a>
Public Bus Transfer Stop	<a href="#">Latitude Coordinates</a>	<a href="#">Longitude Coordinates</a>	<a href="#">Distance</a>
Public Bus Rapid Transit Stop	<a href="#">Latitude Coordinates</a>	<a href="#">Longitude Coordinates</a>	<a href="#">Distance</a>
SunRail Station, MetroRail Station, or TriRail Station	<a href="#">Latitude Coordinates</a>	<a href="#">Longitude Coordinates</a>	<a href="#">Distance</a>

\*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

(3) Community Services

Up to three Community Services may be selected, for a maximum 4 Points for each service

Service	Service Name	Service Address	Distance (rounded up to the nearest hundredth of a mile):*
Grocery Store	<a href="#">Service Name</a>	<a href="#">Service Address</a>	<a href="#">Distance</a>
Medical Facility	<a href="#">Service Name</a>	<a href="#">Service Address</a>	<a href="#">Distance</a>
Pharmacy	<a href="#">Service Name</a>	<a href="#">Service Address</a>	<a href="#">Distance</a>
Public School	<a href="#">Service Name</a>	<a href="#">Service Address</a>	<a href="#">Distance</a>

\*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the proposed Development meet the Mandatory Distance Requirement automatically?

[Choose an item.](#)

If "No", does the proposed Development and any Development(s) on the List serve the same demographic commitment category, have one or more of the same Financial Beneficiaries, and meet at least one of the following criteria: (i) they are contiguous or divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development?

[Choose an item.](#)

If “Yes”, these properties will be disregarded for purposes of the Mandatory Distance Requirement. Identify the specific Development(s) on the List to disregard:

[Click here to enter text.](#)

The Corporation will determine whether the Mandatory Distance Requirements are met using the criteria described in Section Four.

**6. Number of Units and Buildings**

a. Total number of units that will be in the proposed Development upon completion: [Click here to enter text.](#)

b. Provide the number of new construction units and rehabilitation units

[Choose an item.](#)

If “Combination of new construction and rehabilitation units” is selected, state the quantity of each type:

[Click here to enter text.](#) new construction units

[Click here to enter text.](#) rehabilitation units

c. Occupancy Status

(1) If the Development Category committed to is Rehabilitation, with or without Acquisition, indicate which of the following applies to the Development site as of Application Deadline:

[Choose an item.](#)

(2) If the Development Category committed to is Preservation, with or without Acquisition, the existing affordable development must be at least 75 percent occupied as of the Application Deadline.

If there are existing occupied units and if the Development is funded, a plan for relocation of existing tenants will be required to be provided to the Credit Underwriter, as outlined in Exhibit D.

d. Set-Aside Commitments

(1) Select one of the following minimum set-aside commitments:

[Choose an item.](#)

(2) Total Set-Aside Breakdown Chart

(a) Applicants committing to the minimum set-aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart:

Total Set-Aside Breakdown Chart - Percentage of Residential Units			
Required for all Applications	Required for all Applications requesting MMRB	Required for all Applications	AMI Level
Units with a 50-Year Commitment for SAIL (with exception for ELI which convert after year 15)	Units with a 50-Year Commitment for MMRB	Units with a 50-Year Commitment for Non-Competitive Housing Credit	
Enter Number %		Enter Number %	At or Below 25%
Enter Number %		Enter Number %	At or Below 28%
Enter Number %		Enter Number %	At or Below 30%
Enter Number %		Enter Number %	At or Below 33%
Enter Number %		Enter Number %	At or Below 35%
Enter Number %		Enter Number %	At or Below 40%
Enter Number %		Enter Number %	At or Below 45%
Enter Number %	Enter Number %	Enter Number %	At or Below 50%
Enter Number %	Enter Number %	Enter Number %	At or Below 60%
Total Set-Aside Percentage	Enter Number %	Enter Number %	

Note: In order for the ELI Set-Aside Units to convert to serve residents at or below 60 percent AMI after 15 years, the ELI Set-Aside Units must only be a SAIL commitment and only be stated in the SAIL column of the Total Set-Aside Breakdown Chart. Applicants that restate the ELI commitment in the Housing Credit or MMRB column are committing to set-aside that percentage of the total units for ELI Households for the entire 50 Compliance Period. Additionally, Applicants should not represent any NHTF Units in this chart.

(b) Applicants committing to the Average Income Test must complete this chart:

Total Set-Aside Breakdown Chart	
Number of Residential Units for 50-year commitment	AMI Level
Enter Number	At or Below 20%

<u>Enter Number</u>	At or Below 30%
<u>Enter Number</u>	At or Below 40%
<u>Enter Number</u>	At or Below 50%
<u>Enter Number</u>	At or Below 60%
<u>Enter Number</u>	At or Below 70%
<u>Enter Number</u>	At or Below 80%
<u>Enter Number</u>	Market Rate Units
<b><u>Enter Number</u> % (Total Set-Aside Percentage)</b>	

In order for the NHTF Units to convert to serve residents at or below 60 percent AMI after 30 years, the NHTF Units should not be stated on the Total Set-Aside Breakdown Chart. Because the column represents a 50 year commitment, Applicants that restate the NHTF commitment in the column are committing to set-aside that number of units as NHTF Units for the entire Compliance Period. Applicants should not represent any NHTF Units in this chart.

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Qualifying Housing Credit Units exceeds 60 percent, and/or if the number of Set-Aside Units set aside at 30 percent AMI or less, is not equal to or greater than the required ELI commitment, and/or the overall Set-Aside Commitment requirement is not met, the Application will not be eligible for funding.

e. Unit Mix Chart

(1) Complete the chart below:

Number of Bedrooms/Bathrooms per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>

- (2) Answer the following questions:
- (a) How many Zero Bedroom Units are described in the unit mix chart?  
Enter Number
  - (b) How many one-bedroom units are described in the unit mix chart?  
Enter Number
  - (c) How many two-bedroom units are described in the unit mix chart?  
Enter Number
  - (d) How many three-bedroom units are described in the unit mix chart?  
Enter Number
  - (e) How many four-bedroom units are described in the unit mix chart?  
Enter Number

f. Number of Buildings

Number of anticipated residential buildings: Enter Number

g. Compliance Period

All Applicants are required to set aside the units for 50 years as further described in Section Four of the RFA.

**7. Readiness to Proceed**

a. Site Control

The properly completed and executed Florida Housing Finance Corporation Site Control Certification form (Form Rev. 08-18) and attachments must be provided as **Attachment 8** to demonstrate site control as of Application Deadline.

b. Ability to Proceed documents

- (1) Provide the required documentation to demonstrate zoning as **Attachment 9**.
- (2) Provide the required documentation to demonstrate availability of water as **Attachment 10**.
- (3) Provide the required documentation to demonstrate availability of sewer as **Attachment 11**.

**8. Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.
- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. Green Building Features:
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) Proposed Developments with the Development Category New Construction or Redevelopment, with or without Acquisition, must select one of the following Green Building Certification programs described in Section Four.

Choose an item.

- (3) Proposed Developments with the Development Category Rehabilitation or Preservation, with or without Acquisition, must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.
  - Programmable thermostat in each unit (2 points)
  - Humidistat in each unit (2 points)
  - Water Sense certified dual flush toilets in all bathrooms (2 points)
  - Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
  - Energy Star certified roof coating (2 points)\*
  - Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points)\*
  - Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
  - Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
  - High Efficiency HVAC with SEER of at least 16 (2 points)\*\*
  - Energy efficient windows in each unit (3 points)
    - o For all Development Types except Mid-Rise and High Rise: Energy Star rating for all windows in each unit;



- For Development Type of Mid-Rise and High Rise:
  - U-Factor of 0.50 or less and a SHHG of 0.25 or less where the fenestration is fixed; and
  - U-Factor of 0.65 or less and a SHHG of 0.25 or less where the fenestration is operable (i.e., the window opens)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star certified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

## 9. Resident Programs

- a. Applicants that select the Family Demographic must commit to provide at least three of the following resident programs:

- After School Program for Children
- Adult Literacy
- Employment Assistance Program
- Family Support Coordinator
- Financial Management Program
- Homeownership Opportunity Program

- b. Developments serving the Elderly (ALF or Non-ALF) Demographic:

- (1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.
- (2) Additional required Resident Programs for all Applicants who select the Elderly ALF Demographic Commitment are outlined in Section Four.
- (3) Applicants that select the Elderly (ALF or Non-ALF) Demographic must commit to at least three of the following resident programs, in addition to the required resident programs stated in Section Four:

- Adult Literacy
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

**10. Funding**

a. Corporation Funding

(1) Total SAIL Request Amount

- (a) SAIL Request Amount: [Click here to enter text.](#)
- (b) ELI Loan Request Amount: [Click here to enter text.](#)

(2) Non-Competitive Housing Credits

- (a) Housing Credit Request Amount (annual amount): \$ [Click here to enter text.](#)
- (b) Is the proposed Development the first phase of a multiphase Development?

[Choose an item.](#)

(c) Basis Boost Qualifications

- (i) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the basis boost?

[Choose an item.](#)

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared: [Click here to enter text.](#)

- (ii) Are any buildings in the proposed Development located in a SADDA?

[Choose an item.](#)

If "Yes", provide the SADDA ZCTA Number(s): [Click here to enter text.](#)

(The Applicant should separate multiple SADDA ZCTA Numbers by a comma.)

- (iii) Is the proposed Development located in a non-metropolitan DDA?

[Choose an item.](#)

- (iv) Is the proposed Development located in a QCT?

[Choose an item.](#)

If "Yes", indicate the HUD-designated QCT census tract number: [Click here to enter text.](#)

- (d) The Housing Credit equity proposal must be provided as **Attachment 12**.
- (3) Corporation-Issued MMRB Loan Request Amount (if applicable): \$ [Click here to enter text.](#)

If the Applicant intends to utilize County HFA-issued Tax-Exempt Bonds for the proposed Development, provide the required documentation as **Attachment 13**.

- (4) Does the Applicant intend to utilize NHTF Funding for NHTF Units?

[Choose an item.](#)

Note: NHTF funding will be awarded as outlined in Section Five and Exhibit I. NHTF funding will not be available for proposed Developments in Small Counties.

- (5) Other Corporation Funding

- (a) If a PLP loan has been awarded for this Development, provide the following information:

<b>Corporation File #</b>	<b>Amount of Funding</b>
<a href="#">Click here to enter text</a>	\$ <a href="#">Click here to enter text</a>

- (b) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

Corporation Program	Corporation File No.	Amount of Funding
SAIL	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>
HOME-Rental	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>
MMRB	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>
EHCL	<a href="#">Enter file No.</a>	\$ <a href="#">Enter file No.</a>

b. Non-Corporation Funding

- (1) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 14** to Exhibit A.

RD 515       RD 538

- (2) Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 15**. Self-Sourced Applicants must also include the Self-Sourced Financing Commitment Verification form (Rev. 11-19) as **Attachment 15**.

c. Development Cost Pro Forma

To meet the submission requirements, upload the Development Cost Pro Forma as outlined in Section Three of the RFA.

d. Per Unit Construction Funding Preference

Does the proposed Development qualify for the Per Unit Construction Funding Preference?

Choose an item.

e. Principal of the Applicant is a Public Housing Authority and/or an instrumentality of a Public Housing Authority

Is a Principal of the Applicant Entity a Public Housing Authority or an instrumentality of a Public Housing Authority?

Choose an item.

If the Principal of the Applicant Entity is an instrumentality of a Public Housing Authority, state the name of the Public Housing Authority:

Click here to enter text.

\*\*\*\*\*

**11. Local Government Contributions**

With the exception of Applicants of proposed Developments located in Miami-Dade County, if the Applicant selected the Development Category of Preservation or Rehabilitation, with or without Acquisition, the Application will automatically receive maximum points.

If the Applicant has a proposed Development located in Miami-Dade County or if the Applicant selected the Development Category of New Construction or Redevelopment, with or without Acquisition (i.e., the Application is not eligible for automatic points), has a Local Government committed to provide a contribution to the proposed Development?

Choose an item.

If "Yes", in order to be considered for points for this section of the RFA, provide the applicable Local Government Verification of Contribution form(s) as **Attachment 16** as outlined in Section Four, 11. of the RFA.

**B. Other Information**

1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, the following is **strongly recommended**: (i) provide the Application Fee at least 48 hours

prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment.

Additionally, include the following:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

[Click here to enter text.](#)

2. Bookmarking the All Attachments Document before uploading (5 points)

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading.

3. Addenda

Use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

**Exhibit B – Definitions**

<p>“Grocery Store”</p>	<p>A retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the public, that has been issued a food permit, current and in force as of the dates outlined below, issued by the Florida Department of Agriculture and Consumer Service (FDACS) which designates the store as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits.</p> <p>Additionally, it must have (i) been in existence and available for use by the general public since a date that is 6 months prior to the Application Deadline; or (ii) been in existence and available for use by the general public as of the Application Deadline AND be one of the following: Albertson’s, Aldi, Bravo Supermarkets, BJ’s Wholesale Club, Costco Wholesale, Food Lion, Fresh Market, Harvey’s, Milam’s Markets, Piggly Wiggly, Presidente, Publix, Sam’s Club, Sav – A – Lot, Sedano’s, SuperTarget, Trader Joe’s, Walmart Neighborhood Market, Walmart Supercenter, Whole Foods, Winn-Dixie.</p>
<p>“Medical Facility”</p>	<p>A medically licensed facility that employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to provide general medical treatment to patients by walk-in or by appointment. Facilities that only treat specific classes of medical conditions, including, but not limited to clinics/emergency rooms affiliated with specialty or Class II hospitals, or facilities that only treat specific classes of patients (e.g., age, gender) will not be accepted.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
<p>“Permanent Sources that Cause Reduction in Maximum SAIL Request Amounts of Self-Sourced Applicants”</p>	<p>Permanent sources of funding that are not Corporation funding, local HFA bond funding, Regulated Mortgage Lender funding, USDA RD funding, tax credit equity, Deferred Developer Fee, seller’s notes for the acquisition of property, or self-sourced financing. All other permanent sources of financing will cause the maximum SAIL request allowed to be reduced as outlined in Section Four, A.10.b.(2)(i) of the RFA. The Self-Sourced Applicant’s construction/rehab sources of funding do not affect the maximum per unit SAIL Request.</p>
<p>“Pharmacy”</p>	<p>A community pharmacy operating under a valid permit issued pursuant to s. 465.018, F.S., current and in force as of the dates outlined below and open to the general public at least five days per week without the requirement of a membership fee.</p> <p>Additionally, it must have (i) been in existence and available for use by the general public since a date that is 6 months prior to the Application Deadline; or (ii) been in existence and available for use by the general public as of the Application Deadline AND be one of the following: Albertson’s, Costco Wholesale, CVS, Harvey’s, Kmart, Navarro’s, Piggly Wiggly, Publix, Sav – A – Lot, Target, Walgreens, Wal-Mart, Winn-Dixie.</p>

<p>“Private Transportation”</p>	<p>At no cost to the residents, transportation provided by the Applicant or its Management Company to non-emergency medical appointments such as therapy, chemotherapy, dentistry, hearing, dialysis, prescription pick-ups, testing and x-rays, as well as shopping, public service facilities, and/or educational or social activities. The vehicle used for the residents’ transportation must accommodate at least six adult passengers, including the vehicle’s driver and at least one wheelchair position. Access to a program such as “Dial-A-Ride” will not meet this definition.</p>
<p>“Public Bus Rapid Transit Stop”</p>	<p>A fixed location at which passengers may access public transportation via bus. The Public Bus Rapid Transit Stop must service at least one bus that travels at some point during the route in either a lane or corridor that is exclusively used by buses, and the Public Bus Rapid Transit Stop must service at least one route that has scheduled stops at the Public Bus Rapid Transit Stop at least every 20 minutes during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
<p>“Public Bus Stop”</p>	<p>A fixed location at which passengers may access one or two routes of public transportation via buses. The Public Bus Stop must service at least one bus route that either (i) has scheduled stops at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis; or (ii) has the following number of scheduled stops within a 24 hour period, Monday through Friday, excluding holidays, on a year-round basis, for the applicable county size;</p> <p>Small and Medium Counties: 12 scheduled stops</p> <p>Large Counties: 18 scheduled stops</p> <p>Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
<p>“Public Bus Transfer Stop”</p>	<p>For purposes of proximity points, a Public Bus Transfer Stop means a fixed location at which passengers may access at least three routes of public transportation via buses. Each qualifying route must either (i) have a scheduled stop at the Public Bus Transfer Stop at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis; or (ii) have the following number of scheduled stops at the Public Bus Transfer Stop within a 24 hour period, Monday through Friday, excluding holidays, on a year-round basis, for the applicable county size:</p> <p>Small and Medium Counties: 12 scheduled stops</p>

	<p>Large Counties: 18 scheduled stops</p> <p>This would include bus stations (i.e., hubs) and bus stops with multiple routes. Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
<p>“Public Rail Station”</p>	<p>For purposes of proximity points, a Public Rail Station means a fixed location at which passengers may access the scheduled public rail transportation on a year-round basis at a MetroRail Station located in Miami-Dade County, a TriRail Station located in Broward County, Miami-Dade County or Palm Beach County, or a SunRail Station located in the following counties: Orange, Osceola, Seminole, and Volusia</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
<p>“Public School”</p>	<p>Either (i) a public elementary, middle, junior and/or high school, where the principal admission criterion is the geographic proximity to the school; or (ii) a charter school or a magnet school, if the charter school or magnet school is open to appropriately aged children who apply, without additional requirements for admissions such as passing an entrance exam or audition, payment of fees or tuition, or demographic diversity considerations.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p>
<p>“Regulated Mortgage Lender”</p>	<p>(a) A state or federally chartered entity authorized to transact business in this state that regularly engages in the business of making mortgage loans secured by real property in this state, whose mortgage lending activities subject it to the jurisdiction of the State of Florida Office of Financial Regulation, the Board of Governors of the Federal Reserve, Office of the Comptroller of the Currency, the National Credit Union Administration, or the Federal Deposit Insurance Corporation; (b) A Fannie Mae-approved lender whose name appears on the Fannie Mae list of Delegated Underwriting and Servicing (DUS®) Lenders*; (c) A HUD-approved lender whose name appears on the U.S. Department of Housing and Urban Development (HUD) list of Multifamily Accelerated Processing (MAP) Approved Lenders*; (d) A RD-approved lender whose name appears on the U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders*; or (e) A Freddie Mac-approved multifamily lender whose name appears on Freddie Mac’s lists of Program Plus (Florida region) lenders, Targeted Affordable Housing lenders or Seniors Housing lenders*; or (f) a mortgage lender that is a certified Community Development Financial Institution (CDFI) in the State of Florida that has been awarded funding from the CDFI Fund in a cumulative amount of at least \$5,000,000, exclusive of New Market Tax Credit (NMTC) awards, whose name and CDFI awards can be</p>



	<p>confirmed on the CDFI Fund’s web site (Qualified CDFI, and the affiliate(s) of such Qualified CDFI. As used herein, the affiliate(s) of a Qualified CDFI means the parent, subsidiary or successor of the Qualified CDFI, or an entity that shares common ownership or management with the Qualified CDFI. If the lender is an affiliate of the Qualified CDFI, the funding letter(s) being considered by the Corporation must include the name of the Qualified CDFI and a statement that the lender is an affiliate of the Qualified CDFI.</p> <p>*These documents are available on the RFA Webpage.</p>
<p>“Set-Aside Units”</p>	<p>When not committing to the Average Income Test, Set-Aside Units are units set aside at or below 60 percent of the Area Median Income for the county in which the Development is located. The total number of Set-Aside Units is then calculated as follows:</p> <p style="padding-left: 40px;">The total number of units within the proposed Development multiplied by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.</p> <p>When committing to the Average Income Test, Set-Aside Units are units set aside at or below 80 percent of the Area Median Income for the county in which the Development is located, but the average AMI shall not exceed 60 percent. The total number of Set-Aside Units is calculated by adding together the number of units at or below 80 percent AMI represented on the Total Set-Aside Breakdown Chart.</p>
<p>“Sister Stop”</p>	<p>Sister Stop is defined as two bus stops that (i) individually, each meet the definition of Public Bus Stop; (ii) are separated by a street or intersection from each other; (iii) are within 0.2 miles of each other; (iv) serve the same bus route(s); and (v) and the buses travel in different directions.</p>
<p>“Veteran”</p>	<p>A person who served in the active military, naval, or air service and who was discharged or released under honorable conditions only or who later received an upgraded discharge under honorable conditions, notwithstanding any action by the United States Department of Veterans Affairs on individuals discharged or released with other than honorable discharges.</p>

**Exhibit C – Additional Information**

**1. Total Development Cost Per Unit Limitation**

- a. The Total Development Cost Per Unit Limitation was reviewed during the scoring process as outlined in Section Five, A. During credit underwriting and final cost certification, the Total Development Cost Per Unit Limitation will be reviewed again using the values in the chart below including the “Escalation Factor” of 6.0 percent, as follows:

Total Development Cost Per Unit Base Limitation plus all applicable Add-Ons, then multiplied by the Escalation Factor. The result of this will then be divided by each applicable TDC Multiplier.

Multiply this by the number of units in the proposed Development, rounded down to the nearest whole dollar, to calculate the proposed Development’s Maximum Total Development Cost (Maximum TDC).

Note: If there are multiple unit types, this process is done for each unique unit type and then they are all added together.

**Total Development Cost Per Unit Base Limitations, to be used for Total Development Cost Per Unit Limitation Tests in Credit Underwriting and Final Cost Certification, prior to any Escalation Factor**

Measure	New Construction Units					Rehabilitation Units	
	Garden Non-ESS*	Garden ESS*	Mid-Rise-Non-ESS*	Mid-Rise-ESS*	High-Rise*	Garden*	Non-Garden*
Maximum TDC Per Unit Limitation ** for all counties except Broward, Miami-Dade and Palm Beach counties	\$270,100	\$311,900	\$311,900	\$344,700	\$358,000	\$146,900	\$221,600
Maximum TDC Per Unit Limitation ** for Broward, Miami-Dade and Palm Beach counties	\$284,500	\$327,100	\$327,100	\$361,000	\$374,700	\$153,600	\$232,600
Applicable TDC Multipliers (to be applied against the Development’s TDC) and TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation)							
<b>TDC Multiplier for Elderly-ALF Developments</b>						95%	
TDC Multiplier for Florida Keys Area for all areas located north of Plantation Key (i.e., north of Tavernier Creek)						65%***	
TDC Multiplier for Florida Keys Area for all areas located on or south of Plantation Key (i.e., south of Tavernier Creek)						50%***	
TDC Add-on for All Applicants due to known expenses related to tax-exempt bond transactions						\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation	
TDC Add-On for Applicants that have a PHA/instrumentality of a PHA as a Principal						\$5,000 of additional per unit costs will be added to the above Maximum TDC Per Unit Limitation	

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High-Rise (7 or more stories). ESS means Enhanced Structural Systems Construction.

\*\* Exclusive of-property purchase price and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the

term of operating deficit reserves (ODR) is mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves. Examples of reserves which can be considered part of the operating deficit reserve for this calculation are provided in the Operating Deficit Reserve portion of the Funding section in the RFA. For purposes of property purchase price to be excluded, the Corporation uses the lesser of the appraised value, or the actual property purchase price. When property purchase price is referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the property purchase price approved by the Corporation to be provided in the final cost certification under the building acquisition and land owned cost line items. In addition, the costs identified by any Applicant as the construction costs associated with commercial and/or retail space are excluded from the TDC Per Unit Limitation process. For Applicants that have a public housing authority/instrumentality of a public housing authority listed as a Principal on the Applicant's Principal Disclosure Form may also exclude demolition costs and tenant relocation costs from TDC PU Limitation calculations. The total amount of costs that are to be excluded from the TDC Per Unit Limitation process are the applicable property acquisition price (building and land), construction costs associated with the delivery of commercial/retail space, operating deficit reserves and certain PHA costs described herein are referred to in Exhibit C in the congregate as applicable qualifying costs.

\*\*\* If the proposed Development consists of Scattered Sites, the 50% TDC Multiplier applies only if all of the sites are located south of Tavernier Creek.

**b. Reviewing the Developer Fee and the Total Development Cost of the proposed Development during Credit Underwriting**

The Total Development Cost of the proposed Development ("TDC of the Proposed Development") is often adjusted during credit underwriting. Any such adjustments that occurred during the credit underwriting process may cause the maximum Developer Fee allowed for the proposed Development to fluctuate. Additionally, as further explained below, if the TDC of the proposed Development exceeds the Maximum TDC after all mandated reductions have been implemented, this may result in a negative recommendation by the credit underwriter in the final credit underwriting report and a request of the Corporation's Board to de-obligate the awarded funding.

The Maximum TDC is not altered throughout the process, remaining at the same initial amount at each step. However, it is possible the maximum Developer Fee can be adjusted to a lower amount subsequent to the initial determination established below.

The following methodology will calculate the maximum Developer Fee for the proposed Development. Any reductions to the Applicant's stated Developer Fee will cause the TDC of the proposed Development to be equally reduced in the final credit underwriting report described below. This process assumes the initially stated Developer Fee in b. and c. below does not violate the maximum Developer Fee as determined by multiplying the proposed Development's Development Costs by the maximum Developer Fee percentage as stated in the applicable Rule and this RFA, rounded down to the nearest dollar.

**(1) First Review of the Developer Fee and the TDC of the Proposed Development**

A Developer Fee can be earned on Development Cost as defined by Rule Chapter 67-21, F.A.C., up to the maximum limit allowed, as calculated below. The proposed Development's maximum Developer Fee will be first calculated as follows:

The credit underwriter will calculate the maximum Developer Fee by dividing the Maximum TDC amount by 1.18, and then multiply the result by 18 percent, rounding up to the nearest whole dollar. Note: These figures represent the applicable Developer Fee percentage for the Development of 18 percent and

one plus the applicable Developer Fee percentage for the Development (1+18%).

If the maximum Developer Fee calculated in this step is equal to or greater than the proposed Development's stated Developer Fee, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this first review.

If this step causes the maximum Developer Fee to be less than the proposed Development's stated Developer Fee, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development will be equally reduced to incorporate the first mandated cost reduction.

(2) Second Review of the Developer Fee and the TDC of the Proposed Development

The second step will reduce the maximum Developer Fee by the lesser of (a) the actual amount that the TDC of the Proposed Development exceeds the Maximum TDC, (b) \$500,000, or (c) 25 percent of the Maximum Developer Fee calculated in (1) above.

If the maximum Developer Fee calculated in this step is equal to or greater than the proposed Development's Developer Fee calculated in (1) above, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this second review.

If this step causes the maximum Developer Fee to be less than the proposed Development's Developer Fee calculated in (1) above, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development will be equally reduced to incorporate the second mandated cost reduction.

(3) Third Review of the Developer Fee and the TDC of the Proposed Development

The third step will have the maximum Developer Fee calculated in (2) above reduced by the same percentage as the percentage that the TDC of the Proposed Development determined in (2) above exceeds the Maximum TDC.

This is determined by dividing the TDC of the Proposed Development calculated in (2) above by the Maximum TDC calculated in (2) above. If the resulting percentage is greater than 100%, then the resulting percentage will have 100% subtracted from it. This number is then multiplied by the maximum Developer Fee calculated in (2) above, rounded down to the nearest whole dollar and the resulting amount is subtracted from the maximum Developer Fee calculated in (2) above, yielding a new, lower maximum Developer Fee. If the resulting percentage is less than or equal to 100 percent, the third review is complete without any further mandated adjustments to either the stated Developer Fee or the TDC of the Proposed Development.

If the maximum Developer Fee calculated in this step is equal to or greater than the proposed Development's Developer Fee calculated in (2) above, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this third review.

If this step causes the maximum Developer Fee to be less than the proposed Development's Developer Fee calculated in (2) above, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development will be equally reduced to incorporate the third mandated cost reduction.

As a note, if the initial stated Developer Fee is already at or below the maximum Developer Fee as calculated in the third review of the Developer Fee, then there is no adjustment mandated to be incorporated into the Developer Fee. This also means there are no corresponding cost savings to reduce the TDC of the Proposed Development since all mandated TDC cost reductions stemming from this process are coming from reducing the stated Developer Fee.

(4) The 5% Test

The Total Development Cost of the proposed Development ("TDC of the Proposed Development") in place after all three cost reduction steps have been performed as detailed above cannot exceed the Maximum TDC by more than 5 percent ("5% Test"). The 5% Test is performed only at time of Credit Underwriting and is not part of the Final Cost Certification Application Package process described in c. below.

If the TDC of the Proposed Development after the third mandated cost reduction step does not meet the 5% Test, the final credit underwriting report shall be presented at the next Florida Housing Finance Corporation Board Meeting with a negative recommendation by the Credit Underwriter with a staff request to de-obligate the awarded funding due to a proposed Development having excessive development costs.

c. Reviewing the Developer Fee and the TDC of the Proposed Development stated in the Final Cost Certification Application Package ("FCCAP")

The TDC of the Proposed Development may be further adjusted when the FCCAP is processed. Any such adjustments that occurs with the FCCAP may cause the maximum Developer Fee allowed for the proposed Development to either increase, as described in (3) below, or decrease, as described in (2) and (4) below. Any increase or decrease to the Applicant's stated Developer Fee will cause the TDC of the Proposed Development to be equally increased or decreased, respectively.

The TDC of the Proposed Development preliminarily stated in the FCCAP is compared to the Maximum TDC as calculated in a. above as well as to the TDC reported in the final credit underwriting report.

*Policy when the Developer Fee was not reduced by the process described in b. above*

- (1) If the TDC of the Proposed Development preliminarily stated in the FCCAP is less than or equal to the Maximum TDC calculated in a. above, no adjustment will be required, and no further action will be taken relative to the TDC PU Limitation process.
- (2) If the TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the Maximum TDC calculated in a. above and if the maximum Developer Fee calculated in b. above is equal to or greater than the proposed Development's Developer Fee initially presented in the FCCAP, there will be no resulting deduction to the preliminarily stated Developer Fee or the TDC of the Proposed Development for the first step in this review.

Alternatively, if the TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the Maximum TDC calculated in a. above and if the maximum Developer Fee calculated in b. above is less than the proposed Development's Developer Fee initially presented in the FCCAP, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in b. above, and the TDC of the Proposed Development will be equally reduced to incorporate the this mandated cost reduction for this alternative first step in this review.

After the applicable above first step of c.(2) is complete, the calculations described in (2)(a) and (2)(b) below ("the First and Second Review of the Developer Fee and the TDC of the Proposed Development preliminarily stated in the FCCAP") will determine the final Developer Fee.

- (a) First Review of the Developer Fee and the TDC of the Proposed Development preliminarily stated in the FCCAP

If the TDC of the Proposed Development after the prior review step is greater than the TDC reported in the final credit underwriting report, the maximum Developer Fee calculated in b. above will be reduced by the lesser of (i) the actual amount of costs in excess of the amount allowed by the Maximum TDC, (ii) \$250,000, or (iii) 10 percent of the maximum Developer Fee calculated in b. above.

If the maximum Developer Fee calculated in this step is equal to or greater than the Developer Fee stated in the FCCAP, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this review.

If this step causes the maximum Developer Fee to be less than the Developer Fee stated in the FCCAP, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development will be equally reduced to incorporate this cost reduction.

(b) Second Review of the Developer Fee and the TDC of the Proposed Development

The maximum Developer Fee as calculated in step (2)(a) above will be reduced by the same percentage as the percentage that the TDC of the Proposed Development calculated in (2)(a) above exceeds the Maximum TDC.

This is determined by dividing the TDC of the Proposed Development calculated in step (2)(a) above by the Maximum TDC. If the resulting percentage is greater than 100%, then the resulting percentage will have 100% subtracted from it. This number is then multiplied by the maximum Developer Fee calculated in step (2)(a) above, rounded down to the nearest whole dollar and the resulting amount is subtracted from the maximum Developer Fee calculated in step (2)(a) above. If the resulting percentage is less than or equal to 100 percent, this review is complete without any further mandated adjustments to either the stated Developer Fee or the TDC of the Proposed Development calculated in step (2)(a) above.

If the maximum Developer Fee calculated in this step is equal to or greater than the Developer Fee calculated in step (2)(a) above, there will be no resulting deduction to the stated Developer Fee or the TDC of the Proposed Development from this review.

If this step causes the maximum Developer Fee to be less than the Developer Fee calculated in step (2)(a) above, the stated Developer Fee will be reduced to the maximum Developer Fee calculated in this step, and the TDC of the Proposed Development calculated in step (2)(a) above will be equally reduced to incorporate this cost reduction.

*Policy when the Developer Fee was reduced by the process described in b. above*

- (3) If the TDC of the Proposed Development preliminarily stated in the FCCAP is less than the TDC reported in the final credit underwriting report, the calculations in b. above will be repeated using the TDC of the Proposed Development preliminarily stated in the FCCAP. This may result in an increase to the final Developer Fee as a result of the initial Maximum Developer Fee not being reduced to the extent determined at time of credit underwriting during steps b.(1)-(3).
- (4) If the TDC of the Proposed Development preliminarily stated in the FCCAP is greater than the TDC reported in the final credit underwriting report, the calculations described in (2)(a) above (“the First Review of the Developer Fee and the TDC of the Proposed Development preliminarily stated in the FCCAP”) will determine the final Developer Fee. In this scenario, the calculations described in (2)(b) above will not be applied.

A template and training video regarding the Total Development Cost Per Unit Limitation have been made available. A link has been added to the RFA Webpage called “Total Development Cost Per Unit Limitation Information Used In RFAs”. This link will take users to a new webpage with examples of this process, as well as a template, training video, and, for assistance after the

review and evaluation process as explained in Section Three, F.2. of this RFA, contact information for available Florida Housing staff.

**2. Transit and Community Service Scoring Charts**

**a. Transit Service Scoring Charts**

<b>Distances if using one or two Public Bus Stops</b>			
Small County Distance between the Development Location Point and eligible service	Medium and Large County Distance between the Development Location Point and eligible service	Number of Proximity Points Awarded if one Public Bus Stop is within the stated distance	Number of Proximity Points Awarded if two Public Bus Stops are within the stated distance
if less than or equal to 0.30 miles	if less than or equal to 0.30 miles	2.0	4.0
if greater than 0.30 and less than or equal to 0.75 miles	if greater than 0.30 and less than or equal to 0.40 miles	1.5	3.0
if greater than 0.75 and less than or equal to 1.00 miles	if greater than 0.40 and less than or equal to 0.50 miles	1.0	2.0
if greater than 1.00 and less than or equal to 1.25 miles	if greater than 0.50 and less than or equal to 0.75 miles	0.0	1.0
If greater than 1.25. miles	If greater than 0.75 miles	0.0	0.0

<b>Distances if using three Public Bus Stops</b>		
Small County Distance between the Development Location Point and the furthest Public Bus Stop coordinates stated in Exhibit A	Medium and Large County Distance between the Development Location Point and the furthest Public Bus Stop coordinates stated in Exhibit A	Number of Proximity Points Awarded if three Public Bus Stops are within the stated distance
if less than or equal to 0.30 miles	if less than or equal to 0.30 miles	6.0
if greater than 0.30 and less than or equal to 0.75 miles	if greater than 0.30 and less than or equal to 0.50 miles	5.5
if greater than 0.75 and less than or equal to 1.00 miles	if greater than 0.50 and less than or equal to 0.75 miles	5.0
if greater than 1.00 and less than or equal to 1.25 miles	if greater than 0.75 and less than or equal to 1.00 miles	4.5

<b>Public Rail Station, Public Bus Transfer Stop, or Public Bus Rapid Transit Stop</b>		
Small County Distance between the Development Location Point and eligible service	Medium and Large County Distance between the Development Location Point and eligible service	Number of Proximity Points Awarded for Eligible Service



Complete RFA reflecting 8-20-21 and 10-8-21 modifications

if less than or equal to 0.30 miles	if less than or equal to 0.30 miles	6.0
if greater than 0.30 and less than or equal to 0.75 miles	if greater than 0.30 and less than or equal to 0.50 miles	5.5
if greater than 0.75 and less than or equal to 1.00 miles	if greater than 0.50 and less than or equal to 0.75 miles	5.0
if greater than 1.00 and less than or equal to 1.25 miles	if greater than 0.75 and less than or equal to 1.00 miles	4.5
if greater than 1.25 and less than or equal to 1.50 miles	if greater than 1.00 and less than or equal to 1.25 miles	4.0
if greater than 1.50 and less than or equal to 1.75 miles	if greater than 1.25 and less than or equal to 1.50 miles	3.5
if greater than 1.75 and less than or equal to 2.00 miles	if greater than 1.50 and less than or equal to 1.75 miles	3.0
if greater than 2.00 and less than or equal to 2.50 miles	if greater than 1.75 and less than or equal to 2.00 miles	2.5
if greater than 2.50 miles	if greater than 2.00 miles	0.0

b. Community Services Scoring Charts

Grocery Store, Medical Facility and Pharmacy		
Small County Distance between the Development Location Point and eligible service	Medium and Large County Distance between the Development Location Point and eligible service	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.30 miles	if less than or equal to 0.30 miles	4.0
if greater than 0.30 and less than or equal to 0.75 miles	if greater than 0.30 and less than or equal to 0.50 miles	3.5
if greater than 0.75 and less than or equal to 1.00 miles	if greater than 0.50 and less than or equal to 0.75 miles	3.0
if greater than 1.00 and less than or equal to 1.25 miles	if greater than 0.75 and less than or equal to 1.00 miles	2.5
if greater than 1.25 and less than or equal to 1.50 miles	if greater than 1.00 and less than or equal to 1.25 miles	2.0
if greater than 1.50 and less than or equal to 1.75 miles	if greater than 1.25 and less than or equal to 1.50 miles	1.5
if greater than 1.75 and less than or equal to 2.00 miles	if greater than 1.50 and less than or equal to 1.75 miles	1.0
if greater than 2.00 and less than or equal to 2.25 miles	if greater than 1.75 and less than or equal to 2.00 miles	0.5
If greater than 2.25 miles	If greater than 2.00 miles	0.0

Public School		
Small County Distance between the Development Location Point and eligible service	Medium and Large County Distance between the Development Location Point and eligible service	Number of Proximity Points Awarded for Eligible Service
if less than or equal to 0.75 miles	if less than or equal to 0.50 miles	4.0
if greater than 0.75 and less than or equal to 1.0 miles	if greater than 0.50 and less than or equal to 0.75 miles	3.5

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

if greater than 1.0 and less than or equal to 1.25 miles	if greater than 0.75 and less than or equal to 1.00 miles	3.0
if greater than 1.25 and less than or equal to 1.5 miles	if greater than 1.00 and less than or equal to 1.25 miles	2.5
if greater than 1.5 and less than or equal to 1.75 miles	if greater than 1.25 and less than or equal to 1.5 miles	2.0
if greater than 1.75 and less than or equal to 2.0 miles	if greater than 1.50 and less than or equal to 1.75 miles	1.5
if greater than 2.0 and less than or equal to 2.25 miles	if greater than 1.75 and less than or equal to 2.00 miles	1.0
if greater than 2.25 miles	if greater than 2.00 miles	0

**3. Leveraging Classification**

Each eligible Application will be assigned a Leveraging Level 1 – 5, with 1 being the best score, based on the total Corporation SAIL Funding amount per Set-Aside Unit relative to all other eligible Application’s total Corporation SAIL Funding amount per Set-Aside Unit.

The total Corporation SAIL Funding amount is calculated only using the Applicant’s Eligible SAIL Request. ELI Loan funding, MMRB, and Non-Competitive Housing Credit funding, if applicable, will all be excluded from the following leveraging calculation.

The calculation of the total Corporation SAIL funding amount will begin by taking the Eligible SAIL Request Amount and then applying the methodology described in a. through d. below, as applicable:

- a. If the Development qualifies for a Housing Credit basis boost, the Eligible SAIL Request Amount will be multiplied by 1.15; and
- b. If the proposed Development is located in Broward County, the amount will be multiplied by 0.88; and
- c. If the Applicant has a PHA as a Principal (disclosed in the Principal Disclosure form), a multiplier of 0.93 will be applied; and
- d. If the proposed Development met the requirements to be considered ESS Construction, a multiplier of 0.87 will be applied. Note: All Applicants that selected the High-Rise Development Type will be considered to meet the requirements to be considered ESS Construction for all High-Rise units.

Note: More than one of the above may apply. For instance, if a. and b. and c. and d. apply and the Development qualifies for the basis boost, the Eligible SAIL Request will be multiplied by 1.15, then multiplied by 0.88 and then by 0.93 and then by 0.87.

- e. If the Development consists of new construction units, the total Corporation funding amount calculated above will also be multiplied by a Leveraging Factor. The Leveraging Factor is calculated as follows:

- (1) The number of new construction units in all High-Rise Buildings stated in question 4.e. of Exhibit A will be multiplied by 0.82

- (2) The number of new construction units in all Mid-Rise with Elevator buildings (a building comprised of 4, 5 or 6 stories) stated in question 4.e. of Exhibit A will be multiplied by 0.85
- (3) The number of new construction units in all Garden buildings stated in question 4.e. of Exhibit A will be multiplied by 0.92
- (4) The number of new construction units in all other Development Types stated in question 4.e. of Exhibit A will be multiplied by 1.

Add the results of (1) – (4) together, then divide by the total number of units in the Development. The result of this calculation is the Leveraging Factor. The Leveraging Factor is then multiplied by the total Corporation funding amount as calculated in a. – d. above. This result is the total Corporation funding amount used in f. below.

- f. The total Corporation funding amount will then be divided by the number of Set-Aside Units, resulting in the total Corporation funding per Set-Aside Unit.
- g. All eligible Applications will be divided into three lists: (i) the Applications with the Development Category of Preservation, Acquisition and Preservation, Rehabilitation, and Acquisition and Rehabilitation (“Rehabilitation List”); (ii) the Applications submitted by Self-Sourced Applicants (“Self-Sourced Applicants List”); and (iii) all remaining Applications proposing New Construction and all Applications proposing Redevelopment (“New Construction List”).

- (1) The New Construction List will be compiled as follows:

The Applications on the New Construction List will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation SAIL funding per Set-Aside Unit and ending with the Application that has the highest amount.

The total number of Applications on the list will be multiplied by 10 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the “First Leveraging Level Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the First Leveraging Level Cut-Off. If any Applications have identical total Corporation SAIL funding per set-aside unit amounts, the Applications will be further sorted using lottery number, with the HIGHEST (worst) lottery number being listed first.

Applications above the First Leveraging Level Cut-Off will be classified as Leveraging Level 1.

The total number of Applications on the list will be multiplied by 30 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the “Second Leveraging Level Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the Second Leveraging Level Cut-Off.

Applications above the Second Leveraging Level Cut-Off, that are not in Leveraging Level 1 will be classified as Leveraging Level 2. Applications below the Second Leveraging Level Cut-Off will continue with this same process until all eligible Applications have been assigned to one of five leveraging levels (Leveraging Level 1 representing the top 10 percent, Leveraging Level 2 representing the top 30 percent that are not Leveraging Level 1; Leveraging Level 3 representing the top 50 percent that are not Leveraging Level 1 or 2; Leveraging Level 4 representing the top 70 percent that are not Leveraging Level 1, 2 or 3; and Leveraging Level 5 remaining Applications).

- (2) The Applications on the Rehabilitation List, and the Applications on the Self-Sourced Applicants List will be classified as Leveraging Level 1 – 5 using the same manner as the New Construction List.

#### 4. Florida Job Creation Funding Preference

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Funding Preference. To determine eligibility for the preference, the Corporation will calculate the Application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1,000,000 of SAIL funding. To qualify for the Florida Job Creation Funding Preference in Section Five of the RFA, all Applications must earn a Florida Job Creation score equal to or greater than 6.74.

Determination of the Florida Job Creation score will be based on the following information:

- The number of new construction and rehabilitation units committed to by the Applicant (as stated by the Applicant in Exhibit A of the RFA);
- The applicable Florida job creation rate for the type of units:
  - Rate of 3.184 Florida Jobs per unit for proposed new construction units;
  - Rate of 1.572 Florida Jobs per unit for proposed rehabilitation units; and
- The Eligible SAIL Request Amount (ELI Loan funding will not be included).

The score for the Florida Rate of Job Creation per \$1,000,000 of SAIL funding will be measured using one of the following calculations:

- a. Developments consisting of only new construction units:

Number of new construction units x 3.184 Florida Jobs per unit x 1,000,000 / the Eligible SAIL Request Amount = Florida Jobs per \$1,000,000 of SAIL funding.

For example:

Application A consists of 70 new construction units and has an Eligible SAIL Request Amount of \$4,900,000.

$70 \times 3.184 \times 1,000,000 / 4,900,000 =$  Florida Job Creation score of 45.49.

- b. Developments consisting of only rehabilitation units:

Number of rehabilitation units x 1.572 Florida Jobs per unit x 1,000,000 / the Eligible SAIL Request Amount = Florida Jobs per \$1,000,000 of SAIL funding.

For example:

Application B consists of 70 rehabilitation units and has an Eligible SAIL Request Amount of \$4,900,000.

$70 \times 1.572 \times 1,000,000 / 4,900,000 =$  Florida Job Creation score of 22.46.

- c. Developments consisting of both new construction and rehabilitation units:

(Number of new construction units x 3.184 Florida Jobs per unit + Number of rehabilitation units x 1.572 Florida Jobs per unit) x 1,000,000 / the Eligible SAIL Request Amount = Florida Jobs per \$1,000,000 of SAIL funding.

For example:

Application C consists of 50 new construction units and 20 rehabilitation units and has an Eligible SAIL Request Amount of \$4,900,000.

$(50 \times 3.184 + 20 \times 1.572) \times 1,000,000 / 4,900,000 =$  Florida Job Creation score of 38.91.

In above examples, all Applications will qualify for the Job Creation Funding Preference because each has a Florida Job Creation score that is equal to or greater than 6.74.

## 5. Fees

The Corporation and, if applicable, the Credit Underwriter shall collect via check or money order from the Applicant the following fees and charges in conjunction with this RFA. Failure to pay any fee shall cause the funding awarded to be withdrawn as outlined in the credit underwriting and program requirements outlined in Rule Chapters 67-21, F.A.C. and 67-48, F.A.C.

All fees set forth below, except for Compliance Monitoring Fees and Loan Servicing Fees, are part of Development Cost and can be included in the Development Cost Pro Forma and paid with loan proceeds.

- a. Application Fee

All Applicants requesting funding in this RFA shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.

- b. TEFRA Fee

Applicants awarded Corporation-issued MMRB shall submit a non-refundable TEFRA fee to the Corporation in the amount of \$1,000 within seven Calendar Days of the date of

the invitation to enter Credit Underwriting. This fee shall be applied to the actual cost of publishing required newspaper advertisements and Florida Administrative Register notices of TEFRA Hearings. If the actual cost of the required publishing exceeds \$1,000, Applicant shall be invoiced for the difference. If a Local Public Fact Finding Hearing is requested, the Applicant shall be responsible for payment of any fees incurred by the Corporation. If the first TEFRA approval period has expired and a second TEFRA notice and hearing are required, Applicant is responsible for all costs associated with the additional TEFRA process.

c. Credit Underwriting Fees

The following fees are not the fees that will be charged but are listed below for estimation purposes of completing the Development Cost Pro-Forma in the Application. The actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

(1) Program fee

Programs	Primary Program Fee		Multiple Program Fees	Total
Corporation-issued Tax-Exempt Bonds (MMRB), Non-Competitive Housing Credit, SAIL, and ELI Loan funding	\$15,543 – MMRB	+	\$4,850 – SAIL and ELI Loan funding + \$4,850 - Non-Competitive Housing Credit	\$25,243
Non-Competitive Housing Credit (to be used with Non-Corporation-issued Tax-Exempt Bonds), SAIL, and ELI Loan funding	\$14,479 – SAIL and ELI Loan funding	+	\$4,850 – Non-Competitive Housing Credit	\$19,329
Corporation-issued Tax-Exempt Bonds (MMRB), Non-Competitive Housing Credit, SAIL, ELI Loan funding and NHTF Funding	\$15,543 – MMRB	+	\$4,850 – SAIL and ELI Loan funding + \$4,850 - Non-Competitive Housing Credit + \$4,850 - NHTF Funding	\$30,093
Non-Competitive Housing Credit (to be used with Non-Corporation-issued Tax-Exempt Bonds), SAIL, ELI Loan funding and NHTF Funding	\$14,479 – SAIL and ELI Loan funding	+	\$4,850 – Non-Competitive Housing Credit + \$4,850 - NHTF Funding	\$24,179

(2) Re-underwriting fee: \$186 per hour, not to exceed \$8,215.

If a Housing Credit Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Housing Credit Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC will be subject to an hourly fee of \$186. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

- (3) Extraordinary Services fee: \$186 per hour.
- (4) MMRB and/or NHTF Funding Subsidy Layering Review:
  - (a) If previously underwritten \$2,501
  - (b) If not previously underwritten \$4,392
- (5) Capital Needs Assessment Review (if applicable): \$2,200

d. Administrative Fees

With respect to the Housing Credit Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 9 percent of the annual Housing Credit Allocation amount stated in the Preliminary Allocation. The administrative fee shall be 5.5 percent of the stated annual Housing Credit Allocation for Non-Profit Applicants. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation. In the event the Final Housing Credit Allocation amount exceeds the annual Housing Credit Allocation amount stated in the Preliminary Determination, the Applicant is responsible for paying the applicable administrative fee on the excess amount before IRS Forms 8609 are issued for the Development.

e. Compliance Monitoring Fees

The following fees are not the fees that will be charged but are listed below for estimation purposes of completing the Development Cost Pro-Forma in the Application. The actual fees and percentage increases will be determined based on the current contract, including any addendum, for services between the Corporation and the Compliance Monitor(s).

(1) Program Fees

Programs	Primary Program Fee		Multiple Program Fees
Corporation-issued MMRB/Non-Competitive Housing Credit, SAIL, and ELI Loan funding	MMRB and Non-Competitive Housing Credit:  A total annual fee comprised of a base fee of \$173 per month + an additional fee per set-aside unit of \$10.59 per year, subject to a minimum of \$270 per month, and subject to an automatic annual increase of 3 percent of the prior year's fee. Where a difference exists between set-aside requirements for MMRB and Housing Credit, the fees collected will be based upon the higher number of Set-Aside Units Set-Aside Units.	+	\$964 – SAIL + \$964 – ELI Loan funding  +, if applicable  \$964 NHTF Funding
Non-Competitive Housing Credit (to be used with Non-Corporation-issued Bonds), SAIL, and ELI Loan funding	Non-Competitive Housing Credit:  A total annual fee comprised of a base fee of \$173 per month + an additional fee per set-aside unit of \$10.59 per year, subject to a minimum of \$270 per month, and subject to an automatic annual increase of 3 percent of the prior year's fee. Since fees for the full Housing Credit Extended Use Period will be collected at final allocation, the fee amount is discounted at a rate of 2 percent.	+	\$964 – SAIL + \$964 – ELI Loan funding  +, if applicable  \$964 NHTF Funding

- (2) Follow-up Reviews/Extraordinary Services fee: \$186 per hour

f. Commitment Fees

With respect to the SAIL Program and ELI Loan funding, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the SAIL loan amount and the ELI Loan amount upon acceptance of the firm commitment. The Applicant's award of non-competitive Housing Credits, or, if applicable, the NHTF and/or MMRB funding will not affect the amount of the Applicant's commitment fee.

- (1) Non-Profit sponsors who provide a certification indicating that funds will not be available prior to closing shall be permitted to pay the commitment fee at closing.
- (2) All Applicants shall remit the commitment fee payable to the Florida Housing Finance Corporation.

g. Firm Loan Commitment and Loan Closing Extension Fees

In the event the SAIL loan and ELI Loan do not close within the timeframes prescribed, extension fees will be assessed as outlined in subsections 67-48.0072(21) and 67-48.0072(26), F.A.C.

h. Loan Servicing Fees

The following fees are not the fees that will be charged but are listed below for estimation purposes of completing the Development Cost Pro Forma in the Application. The actual fees will be based on the current contract, including any addendum, for services between the Corporation and the Servicer(s).

(1) Construction Loan Servicing Fees

The SAIL loan, the ELI Loan, and, if applicable, the MMRB Loan, each have a Construction Loan Servicing Fee to be paid as indicated. Applicants that are awarded NHTF Funding will not have a separate Construction Loan Servicing Fee for the NHTF Loan. The following fees are listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s) in effect at the time of loan closing.

- \$186 per hour for an in-house review of a draw request
- \$186 per hour for on-site inspection fees, up to a maximum of \$1,844 per draw



- \$186 per hour for extraordinary services
- (2) Permanent Loan Servicing Fees
- (a) The SAIL loan, the ELI Loan and, if applicable, the NHTF Loan, each have a Permanent Loan Servicing Fee to be paid annually. The following fee is listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s) in effect at the time of loan closing.
- Annual fee of 25 bps of the outstanding loan amount, with a minimum monthly fee of \$222 and a maximum monthly fee of \$883, and an hourly fee of \$186 for extraordinary services.
- (b) MMRB loans have a Permanent Loan Servicing Fee to be paid annually. The following fee is listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s) in effect at the time of loan closing.
- 2.3 bps of the outstanding bond balance annually, subject to a minimum monthly fee of \$222, and an hourly fee of \$186 for extraordinary services.

Additional legal, cost of issuance, bond underwriting, credit enhancement, liquidity facility and servicing fees associated with the financing shall also be paid by the Applicant.

i. Additional SAIL Loan Fees

SAIL Applicants will be responsible for all fees associated with the Corporation's legal counsel related to the SAIL Program based on the current contract for services between the Corporation and the legal counsel.

j. Additional ELI Loan and NHTF Loan Fees

Applicants receiving ELI Loan funding and, if applicable, NHTF funding will be responsible for all fees associated with the Corporation's legal counsel related to the ELI Loan and, if applicable, NHTF Loan.

Note: Although all Applicant awarded NHTF Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2), Non-Profit Applicants will not be charged a fee for the environmental review.

k. Corporation-issued MMRB Fees

(1) Refundable Good Faith Deposit and Cost of Issuance Fees

- (a) Good Faith Deposit: Good faith deposit means a total deposit equal to one percent of the loan amount reflected in the loan commitment paid by the Applicant to the Corporation. The Applicant shall pay a total deposit equal to one percent of the aggregate principal amount of proposed Taxable and Tax-exempt Bonds, or \$75,000, whichever is greater, to the Corporation, which deposit may be applied toward the Cost of Issuance Fee. The maximum good faith deposit required is \$175,000. The good faith deposit is payable in one installment and is due within 14 Calendar Days of the date the Board of Directors approves the Credit Underwriting Report. If the good faith deposit is exhausted, the Applicant shall be required to pay, within three business days of notice, an additional deposit to ensure payment of the expenses associated with the processing of the Application, the sale of the Bonds, including document production and the securitization of the loan. The good faith deposit shall be remitted by certified check or wire transfer. In the event the MMRB Loan does not close, the unused portion of the good faith deposit shall be refunded to the Applicant. Notwithstanding the foregoing, the Applicant is responsible for all expenses incurred in preparation for loan closing. Any and all costs of the Corporation will be deducted from the good faith deposit prior to refunding any unused funds to the Applicant. In the event that additional invoices are received by the Corporation subsequent to a determination that the MMRB Loan will not close and refunding any unused funds to the Applicant, which invoices related to costs incurred prior to such determination and refunding, Applicant shall be responsible for payment of the balance due as invoiced.
- (b) Cost of Issuance Fee: the Corporation shall require Applicants or participating Qualified Lending Institutions selected for participation in the program, to deliver to the Corporation, or, at the request of the Corporation, directly to the Trustee, before the date of delivery of the Bonds, a Cost of Issuance Fee in an amount determined by the Corporation to be sufficient to pay the costs and expenses relating to issuance of the Bonds, which amount shall be deposited into an account to be held by the Trustee. The Corporation shall provide the Applicant with a good faith estimate of the Cost of Issuance Fee prior to closing. The Applicant shall pay all costs and expenses incurred by the Corporation in connection with the issuance of the Bonds, the expenditure of the MMRB Loan proceeds, and provision of Credit Enhancement, if any, even if such costs and expenses exceed the Cost of Issuance Fee. Any amounts remaining in this account at the time the balance is transferred and the account closed pursuant to the trust indenture shall be returned to the Applicant.

(2) Non-refundable TEFRA, HUD Risk Sharing and Appraisal fees

- (a) TEFRA Fee: Applicants shall submit a non-refundable TEFRA fee to the Corporation in the amount of \$1,000 within seven Calendar Days of the date of the invitation to enter Credit Underwriting. This fee shall be applied to the actual cost of publishing required newspaper advertisements and Florida Administrative Register notices of TEFRA Hearings. If the actual cost of the required publishing exceeds \$1,000, Applicant shall be invoiced for the difference. If a Local Public Fact Finding Hearing is requested, the Applicant shall be responsible for payment of any fees incurred by the Corporation. If the first TEFRA approval period has expired and a second TEFRA notice and hearing are required, Applicant is responsible for all costs associated with the additional TEFRA process.
- (b) Appraisal Fee: Applicants shall submit the required appraisal fee within seven Calendar Days of being invoiced by the Credit Underwriter.
- (c) HUD Risk Sharing Fees: Applicants also using the HUD Risk Sharing Program for the Development shall be responsible for associated fees, as follows:
  - (i) Format II environmental review fee – The fee the Applicant shall pay will be determined by contract between the Corporation and the environmental professional.
  - (ii) Subsidy layering review fee – The fee the Applicant shall pay will be determined by the contract between the Corporation and the Credit Underwriter.

(3) Short-Term Bond Redemption and Ongoing Fees

The following fees may not be the fees that will be charged but are listed below for estimation purposes of completing the Development Cost Pro Forma in the Application. The actual fees will be based on the current contracts, including any addendum, for services between Florida Housing Finance Corporation and the professionals involved, as well as on the loan commitment signed by the Applicant and the Corporation.

(a) Short-Term Bond Redemption Fees

Bond Amount	≤ 18-Month	18+ to 24-Month	24+ to 36-Month
Up to \$15 million	33 bps	25 bps	18 bps
Above \$15 million, up to \$20 million	32 bps	24 bps	17 bps
Above \$20 million, up to \$25 million	31 bps	23 bps	16 bps

Above \$25 million, up to \$30 million	30 bps	22 bps	15 bps
Above \$30 million, up to \$40 million	29 bps	21 bps	14 bps
Above \$40 million	28 bps	20 bps	13 bps

Note: The minimum Short-Term Bond Redemption Fee is \$25,000.

(b) Ongoing Fees

Program Administration Fee will be an annual fee of 24 basis points based on the amount of bonds outstanding, but not less than \$10,000 per annum.

Note: The ongoing Program Administration Fee does not include compliance monitoring fees, loan servicing fees, and trustee fees.

i. Construction Inspection Fees

The following fees are not the fees that will be charged but are listed below for estimation purposes of completing the Development Cost Pro Forma in the Application. The actual fees will be based on the current contract, including any addendum, for services between the Corporation and the Servicer(s).

On-site construction inspection - \$186 per hour, not to exceed \$1,844 per inspection.

m. Additional Housing Credit Fees

Housing Credit Applicants shall be responsible for all processing fees related to the Housing Credit Program.

n. Assumption/Renegotiation/ Subordination Fees

For all loans, excluding MMRB, where the Applicant is requesting a sale and/or transfer and assumption of the loan, the borrower or purchaser shall submit to the Corporation a non-refundable assumption fee of one-tenth of one percent of the loan amount.

For all loans, excluding MMRB, where the Applicant is requesting a renegotiation of the loan, the borrower shall submit to the Corporation a non-refundable renegotiation fee of one-half of one percent of the loan amount.

For all loans, excluding MMRB, where the Applicant is requesting an extension of the loan term, the borrower shall submit to the Corporation a non-refundable extension fee of one-tenth of one percent of the loan amount. If the extension is associated with a renegotiation of the loan, then only the renegotiation fee will be charged.

For all regulatory agreements, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated.

**6. Additional Requirements**

By submitting its Application, the Applicant acknowledges and agrees that it will conform to the following requirements:

a. Eligible Reserve for Replacement Items

The replacement reserve funds required by subsection F.A.C. 67-21.026(11), F.A.C., and if applicable, 67-21-014(2), F.A.C., are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010.

The list is available on the RFA Webpage.

b. Final Cost Certification Application Package (Form FCCAP)

In accordance with subsection 67-21.027(6), F.A.C., the Final Cost Certification Application Package (Form FCCAP), Rev. April 2020, shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer and General Contractor fees as described in Rule 67-21.026, F.A.C., and shall be submitted to the Corporation by the earlier of the following two dates:

- (1) The date that is 90 Calendar Days after all the buildings in the Development have been placed in service, as evidenced by the required documentation outlined in the Final Cost Certification Package, or
- (2) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

The Corporation may grant extensions for good cause upon written request.

The FCCAP shall be completed, executed and submitted to the Corporation for the Housing Credit Development Final Cost Certification (DFCC) and the General Contractor Cost Certification (GCCC) included in the form package, along with the executed Extended Use Agreement and appropriate recording fees, IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries (if requested by the Corporation), a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter for both the DFCC and GCCC, an unmodified audit report prepared by an independent certified public accountant for both the DFCC and GCCC, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the Form FCCAP instructions. The Final Housing Credit Allocation will not be issued until such time as all required items are received and processed by the Corporation.

Form FCCAP, Rev. April 2020, is available on the RFA Webpage.

c. Financial Reporting Form SR-1

Following the end of the SAIL loan term, within 151 Calendar Days following the Applicant's fiscal year end the Applicant shall continue to provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. 01-21 pursuant to subsection 67-21. 027(8), F.A.C., with regard to the Non-Competitive Housing Credits and, if applicable, subsection 67-21.008(16), F.A.C., with regard to MMRB. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: [financial.reporting@floridahousing.org](mailto:financial.reporting@floridahousing.org).

The Financial Reporting Form SR-1 is available on the Corporation's Website <http://www.floridahousing.org/owners-and-managers/compliance/forms> (also accessible by clicking [here](#)).

- d. Part IIIA, Sections 401 through 408 and 410, of the Fannie Mae Multifamily Selling and Servicing Guide, in effect as of June 10, 2015

The financial statements and information provided for review (pursuant to paragraph 67-48.0072(14)(b), F.A.C. for SAIL, and, if applicable, sub-paragraph 67-21.014(2)(j)2., F.A.C. for MMRB) should be in satisfactory form (inclusive of the substitution of the Multifamily Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the RFA Webpage.

When referring to the Multifamily Selling and Servicing Guide, any references to "Lender" means the "Corporation-assigned Credit Underwriter" and any references to "Fannie Mae" means "Florida Housing Finance Corporation."

- e. Florida Housing Finance Corporation (FHFC) Insurance Guide

Pursuant to subsection 67-48.010(13), F.A.C., the Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide (and as amended from time to time). The most recently published FHFC Insurance Guide is available on the Corporation's Website <http://www.floridahousing.org/owners-and-managers/compliance/forms> (also accessible by clicking [here](#)).

- f. Tax-Exempt Bond-Financed Developments receiving bonds issued by a Public Housing Authority (established under Chapter 421, F.A.C.) or a Local Government (as defined in Section 420.503, F.S.) shall:

- (1) Be subject to the Credit Underwriting fees as set forth in the RFA. Failure to submit the required Credit Underwriting fee to the Credit Underwriter within seven Calendar Days of the date of the invitation to enter Credit Underwriting shall result in withdrawal of the invitation;
- (2) Participate in the Credit Underwriting process pursuant to Rule 67-21.026,

F.A.C.;

- (3) Receive a Preliminary Determination prior to the bonds being issued if the Corporation receives a Credit Underwriting report prepared by one of the Corporation's contracted Credit Underwriters which meets the criteria required pursuant to Rule Chapter 67-21, F.A.C., and recommends a Housing Credit Allocation and the issuance of Tax-exempt Bonds, and receives evidence of a loan commitment in reference to the Tax-exempt Bonds where the amount of the Bonds is at least 50 percent or more of the aggregate basis of any building and the land on which the building is located;
  - (4) Be subject to the administrative fee specified in the RFA. The administrative fee must be paid within seven Calendar Days of the date of the Preliminary Determination;
  - (5) Be subject to a Developer Fee limitation as specified in Rule Chapter 67-21, F.A.C., and the RFA;
  - (6) Be subject to the provisions of Part I (administration) and Part III (Housing Credit Program) of Rule Chapter 67-21, F.A.C.;
  - (7) If requested by the Corporation, provide an IRS Form 8821 for each Financial Beneficiary of the Development, as defined in Rule Chapter 67-48, F.A.C., prior to Final Housing Credit Allocation;
  - (8) Be subject to the provisions of Rule Chapter 67-21, F.A.C., pertaining to the required Extended Use Agreement;
  - (9) Be subject to the monitoring fee specified in the RFA; and
  - (10) Receive Building Identification Numbers from the Corporation upon satisfying the above requirements and the Final Cost Certification Application Package requirements of Rule 67-21.027, F.A.C.
- g. Term of the SAIL Loan, Affordability Period, and Land Use Restriction Agreement (LURA)
- (1) Rule Chapter 67-48 applies to all SAIL loans.
  - (2) For Self-Sourced Applicants, no principal may be paid on a qualifying subordinate Self-Sourced debt prior to the payoff of the SAIL loan in full. Any payment of self-sourced financing interest will be made subordinate to SAIL loan interest payments.
  - (3) Affordability Commitment and Compliance Period will be 50 years for all Applicants as set forth in the LURA.
  - (4) Only Self-Sourced Applicants that apply for funding in this RFA will retain the right to seek a qualified contract in accordance with Section 42 of the I.R.C., as amended and Rule Chapter 67-21, F.A.C. All Other Applicants will waive the

right to seek a qualified contract. Additionally, if a Self-Sourced Applicant transfers ownership of the Development within the first 15 years of the Compliance Period, the new owner must waive the right to seek a qualified contract.

- (a) If the Corporation does not provide a qualified contract within the one-year period, and the Applicant repays the SAIL Loan principal and interest in full, the SAIL LURA will terminate in conjunction with the Housing Credit Extended Use Agreement (EUA), upon full repayment of SAIL loan. Additionally, the corresponding three-year tail for termination of tenancy and any increase in gross rent will apply to the proposed development. The SAIL LURA will not terminate until the SAIL Loan is paid in full.
  - (b) The Corporation will not terminate MMRB LURAs associated with Self-Sourced Applications if the Corporation does not provide a qualified contract within the one-year period; however, the Corporation MMRB LURA will have a 15 year term. Potential Self-Sourced Applicants should be aware of applicable bond set-aside commitments for Corporation issued or non-Corporation tax exempts issued bonds when developing their financing structure.
- (5) All permanent sources designated on the Development Cost Pro Forma as self-sourced financing must remain as a source in the Development for a minimum of 15 years and may not be repaid to the Applicant from any funding source, including development cash flow. If self-sourced financing is repaid to the Applicant prior to the payment of the SAIL loan in full, the SAIL loan will be in default and must be paid in full and the Applicant and any associated Applicant or Developer principals or affiliates may be subject to material misrepresentation consequences set forth in Rule 67-48.004(2), F.A.C.
- (6) Self-sourced financing will be funded and will be dispersed pro rata along with SAIL funding. The self-sourced financing must be subordinate to the SAIL loan. This is further described in Section Four, A.10.b.(2)(i) of the RFA.



## Exhibit D – Timeline

The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation:

1. Within seven Calendar Days of the date of the invitation to enter credit underwriting:
  - a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s), which includes the CNA review fee and TEFRA Fee, if applicable, as outlined in Item 4 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.; and
  - b. Verification that the Development qualifies as a USDA-eligible rural address, if applicable. Addresses can be verified by visiting <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>
  - c. If the Applicant is receiving Corporation-issued MMRB, the Credit Enhancer's Commitment or Bond Purchaser's Letter of Interest, including a contact person's name, address and telephone number, credit underwriting standards and an outline of proposed terms, must be provided. The stated amount of the Commitment or Letter of Interest shall not be less than the proposed principal amount of the bonds (including any proposed Taxable Bonds);
  - d. If the Applicant is using Non-Corporation-issued Tax-Exempt Bonds, a copy of the signed TEFRA letter which is Development-specific must be provided, along with the following documentation, as applicable:
    - (1) If the Credit Underwriting for the bonds is complete and it was prepared by a Credit Underwriter under contract with the Corporation, provide a complete copy of the final Credit Underwriting Report; or
    - (2) If the Credit Underwriting for the bonds has not been completed or has been completed by a credit underwriter not under contract with the Corporation, provide the name of the assigned credit underwriter and a copy of the inducement resolution or acknowledgement resolution awarding the bonds.
  - e. Confirmation that the bonds have not closed since the Application Deadline.
2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, if requested by the Corporation, submit IRS Form 8821 for all Financial Beneficiaries as defined in Rule Chapter 67-48, F.A.C.
3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, submit all of the following. Submission of all documents should be provided electronically to the Corporation at one time.

- a. Provide the name, mailing address, and email address of the chief elected official of the local jurisdiction where the proposed Development is located;
- b. Provide notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable;
- c. Provide the Applicant's Federal Identification Number and the Employer Identification Number ("EIN") Certificate. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number.
- d. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form (Forms Rev. 11-14) which are available on the RFA Webpage. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, contact Corporation staff to request an extension for submission of the Phase II ESA form;
- e. Demonstrate that electricity and roads are available to the entire proposed Development site as of the date signed by providing the following:
  - (1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure form (Form Rev. 08-20) which is available on the RFA Webpage; or
  - (2) Documentation from the service provider that contains the Development location and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- f. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and for Elderly ALF only, Service Provider), as outlined below. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (1) Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.
  - (2) Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form. Note: provide the prior experience chart, as outlined in the form.
  - (3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form.

- (4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form and the Florida Housing Finance Corporation Attorney Certification for MMRB, SAIL, HOME and/or other Gap Loans form\*.
- (5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form.
- (6) Identify the Service Provider by providing the completed and executed Florida Housing Finance Corporation Service Provider or Principal of Service Provider Certification form (for Elderly ALF Developments only).

The certification forms (Forms Rev. 07-2019) are available on the RFA Webpage. Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

- g. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, the Tenant Selection Plan, as explained in Exhibit G, shall be submitted by the owner to the Corporation for review and approval. If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, the Tenant Selection Plan must be sent to the Corporation for preliminary approval before sending to HUD. The waiting list section of the Tenant Selection Plan shall establish selection preferences or a section for special admissions specifically for individuals or families who are referred by a designated Referral Agency. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;
- h. Provide confirmation that the owner will submit the fully executed Link MOU for the Corporation's approval within nine months of the invitation to enter into credit underwriting, as described in Exhibit E;
- i. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
- j. Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both. If the Applicant indicates that the proposed Development does not consist of Scattered Sites, but it is determined during credit underwriting that the proposed Development does meet the definition of Scattered Sites, all of the Scattered Sites requirements must have been met as of Application Deadline and, if all Scattered Sites requirements were not in place as of the Application Deadline, the Applicant's funding award will be rescinded;
- k. Provide notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the

Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be required to enter the applicable percentages on the form and return the completed form to the Corporation;

- i. Provide confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
  - (1) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
  - (2) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
- m. If there are existing occupied units as of Application Deadline, provide to the Credit Underwriter a plan for relocation of existing tenants. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling units; as well as the approach to inform and prepare the residents for the rehabilitation activities;
- n. If the Applicant indicated that the proposed Development is the first phase of a multiphase Development, submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a "multiphase project" as defined in the Federal Register. The letter must also include: (a) the name of the declared first phase Development and the Corporation-assigned Application number, (b) the total number of phases and the projected Development name for each phase, (c) the total number of buildings in each phase, (d) the expected completion date for each phase, and (e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting;



- e. Provide to the Corporation a copy of each General Information Notice for each occupied unit, as outlined in Item 3.a. of Exhibit I. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered;
  - f. The Applicant will be required to provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan, as outlined in Item 3.b. of Exhibit I;
  - g. The Applicant will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Non-Profit Applicants will not be charged a fee for the environmental review, as stated in Item 3.c.(1) of Exhibit I;
  - h. The Applicant will be required to provide a certification that must be executed by the contractor for compliance with debarment and suspension regulations, as outlined in Item 3.c.(2) of Exhibit I;
  - i. Certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C., as outlined in Item 3.c.(3) of Exhibit I; and
  - j. If the Applicant is requesting 4% Housing Credit that will be used with County HFA-issued Tax-Exempt Bonds and the Applicant indicates that the proposed Development is eligible for the basis boost, the Applicant will be required to provide a letter certifying the date the bond application was deemed complete.
9. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:
- a. The Applicant's Non-Profit status, if applicable;
  - b. Each Scattered Site meets the requirements of this RFA and Section 42 of the IRC, if applicable;
  - c. The proposed Development's ability to meet the Enhanced Structural Systems Construction qualifications;
  - d. Calculation of eligible basis which may cause a reduction in the Housing Credit Allocation. This may include review of the location of buildings and whether all buildings are eligible for the eligible basis boost, if applicable;
  - e. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, Developments that have a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, must demonstrate HUD approval within a Tenant Selection Plan for an owner-adopted preference or special admissions preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located;
  - f. The proposed Development's first phase or subsequent phase's status;

- g. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount;
- h. If the Development Category of Preservation (with or without Acquisition) is selected, whether 75 percent occupancy status met as of Application Deadline; and
- i. The proposed Development has a minimum of five units per building.

If any of these cannot be verified, all funding awarded under this RFA may be reduced or may be rescinded if the award or the Application's eligibility status was based on such information, and/or the Applicant may be determined to have made a material misrepresentation.

## **Exhibit E – Additional requirements for the Link Units for Persons with Special Needs**

The Link to Permanent Housing Strategy (Link) enhances the ability of extremely low-income (ELI) households with special needs to access and retain affordable rental housing in their communities. The Corporation requires Developers to provide a specified percentage of a Development's ELI Set-Aside units for special needs households receiving community based supportive services who are referred by a designated supportive services agency in the community where the Development is located. All Link units must do the following:

### **I. Link Set-Aside Requirements**

With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, for the entire Compliance Period as specified in both the regulatory agreement and as stated in the RFA, the Development shall set aside the required percentage of the ELI Set-Aside units as Link Units for Persons with Special Needs. At least one member of each Link unit's household shall be referred by a Special Needs Household Referral Agency (Referral Agency) with which the owner executes a Link Memorandum of Understanding (MOU) approved by the Corporation.

### **II. Link Memorandum of Understanding (MOU)**

The Corporation has established and maintains a list of supportive service agencies or organizations serving each county, each of which is designated as a Referral Agency. The current list of designated Special Needs Household Referral Agencies for each county is published on the Corporation's Website under the Quick Links section at <https://www.floridahousing.org/programs/special-needs-housing-overview/serving-special-needs> (also accessible by clicking [here](#)). These agencies are statewide, regional or local organizations that administer community-based supportive services to the populations served by Link.

The MOU is a formal agreement between the owner and a Referral Agency that specifies the intent of the Link Strategy and describes the roles and responsibilities of each party to the MOU. The MOU form to be executed shall be the version most recently provided on the Corporation's website at <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/link-units-for-persons-with-special-needs-information> (also accessible by clicking [here](#)).

- A. The owner shall execute an MOU with at least one designated Referral Agency serving the county and intended population where the Development will be located and rent units to households referred by the Referral Agency with which the MOU is executed.
- B. As stated in Exhibit D, within nine months of the date of the invitation to enter credit underwriting, submit the fully executed Link MOU for the Corporation's approval. If the owner is unable to meet the deadline, an extension may be requested from the Corporation, and a non-refundable processing fee of \$5,000 shall be charged to the owner.



- C. Prior to execution of the MOU, but not later than 10 Calendar Days before the deadline by which the fully-executed MOU shall be received by the Corporation, the MOU form stipulated in the applicable RFA shall be completed and reviewed by the owner and Referral Agency, and then submitted by the owner to the Corporation for review and preliminary approval.
- D. For Developments with a Housing Assistance Payment contract and/or an Annual Contributions Contract with HUD: The waiting list section of the Tenant Selection Plan shall establish selection preferences or a section for special admissions specifically for individuals or families who are referred by a designated Referral Agency. The Tenant Selection Plan shall be submitted by the owner to the Corporation for review and preliminary approval before sending to HUD. HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report.
- E. Owners that have a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD shall maintain a separate waiting list for referred applicants and prioritize these individuals for any available Link units. During and after lease-up, Referral Agency referrals must be moved in first, regardless of chronological order of the general waiting list, until all Link units are occupied with Referral Agency referrals.
- F. After review and preliminary approval of the MOU by the Corporation, and no later than the deadline established in the invitation to enter into credit underwriting, the owner shall provide one original fully-executed hard copy of the MOU to the Corporation. Once approved by the Corporation, the owner shall arrange for a copy of the approved MOU to be maintained on file at the site of the Development's records for compliance monitoring purposes.
- G. When the owner is noncompliant because no Referral Agency that serves the county where the Development is located is available to execute an MOU, the noncompliance shall be held in a correction period status until the earlier of (i) approval by the Corporation of an MOU executed with a new Referral Agency, or (ii) the passage of 45 Calendar Days following placement of a Referral Agency that serves the Development's county onto the Corporation's Referral Agency list.
- H. When a Referral Agency notifies the owner of its intent to terminate an MOU, the owner shall notify the Corporation of the MOU termination by email, at [Link@floridahousing.org](mailto:Link@floridahousing.org), within five Calendar Days of receiving the notification from the Referral Agency. The owner shall then select another Referral Agency for the Development's county and obtain approval from the Corporation for the MOU executed with the new Referral Agency no later than 45 Calendar Days after receipt of notification from the prior Referral Agency of its intent to terminate the MOU.
- I. When an owner intends to terminate an MOU, the owner shall repeat the process outlined in all of the steps above to obtain approval from the Corporation for a new MOU executed with another Referral Agency before termination of the prior MOU may become effective.

- J. The Corporation may require the owner to terminate an MOU with a Referral Agency if that partnership is not effective in meeting the intent of the Link Set-Aside Requirement. The owner shall execute another MOU with a new Referral Agency before terminating the MOU. The owner shall follow the process outlined in all of the steps above to obtain approval from the Corporation.

**III. Notification of the Availability of Units for Referral of Intended Link Households**

- A. The owner shall meet with the chosen Referral Agency to review the Link roles and responsibilities of each party, the household income limitation and other eligibility criteria for tenancy, household move-in expenses and on-going monthly rental payments. The meeting shall be held no less than 45 Calendar Days before the anticipated commencement of any activities related to the leasing of any unit in the Development. The owner shall maintain documentation of the meeting with the Referral Agency and shall provide a copy for review by the Corporation upon its request.
- B. Leasing Activity (Lease-up and Pre-leasing): During leasing activities, the owner shall make all units available for the intended Link households referred by the Referral Agency, until the Development's Link Set-Aside Requirement has been met. If the Development has not met its Link Set-Aside Requirement by the passing of 30 Calendar Days after the last unit is actually available for occupancy, the owner may lease the units to any eligible household. To the extent that an ELI-unit requirement coincides with a Link Set-Aside Requirement, for a period not to exceed nine months, a failure to meet the ELI-unit requirement shall not cause noncompliance during the lease-up or 30 Calendar Day hold period.
- C. Once the Development's leasing activity is completed, a vacant unit formerly occupied by a Link household shall be held open for intended households referred by the Referral Agency for a period of 30 Calendar Days starting from the date the vacated unit is suitable for occupancy and ready to lease. The owner shall notify the Referral Agency that a unit is available on or before the date that the vacated unit becomes suitable for occupancy and ready to lease, but no more than 30 Calendar Days before the unit is anticipated to be ready to lease. The vacated unit shall retain the Link classification until next occupied, at which time the classification of the new household shall be applied to the unit.
- D. When the Development is an Acquisition/Rehabilitation Development that is occupied at the earlier of the loan closing or site acquisition, all units (at any AMI set-aside level) that become available and are suitable for occupancy and ready to lease shall be prioritized for intended households referred by the Referral Agency until the Link requirement has been met.
- E. Communication between the owner and the Referral Agency's designated contact person related to activities in this section shall be conducted via email. Activities that must be conducted by email are as follows:
  - 1. Requests to develop MOU with Referral Agency;
  - 2. Draft reviews of MOUs between the parties;

3. Final version of executed MOU;
  4. Current contact information for the contact staff designated by the owner and Referral Agency and listed in the MOU;
  5. Notifications of unit availability;
  6. Number of Calendar Days unit will be held open for referrals;
  7. Information about rental policies and eligibility criteria;
  8. Outcome of referrals;
  9. Notifications of issues or concerns that may adversely affect the tenancy of the household; and
  10. Requests for termination of MOU.
- F. The owner shall maintain a Link communication tracking log that documents: (i) the unit number of each offered unit; (ii) the date each unit was suitable for occupancy; (iii) the date of the email notice to the Referral Agency that each unit was available for rent to a Link household, including the dates of required follow up; (iv) date of response from Referral Agency, (v) Referral Agency response, (vi) outcome of referral, and (vii) number of days the unit was held open.
- G. If an owner notifies a Referral Agency that a unit is available and the Referral Agency does not respond, the owner shall contact the Referral Agency at least three times, at intervals of no less than seven Calendar Days, during the 30-day period after the initial notice of unit availability was sent to the Referral Agency. The owner shall document all notification activity on its Link communication tracking log.
- H. The owner shall notify the Referral Agency regarding the outcome of each referral within one business day after a determination is made regarding the household's eligibility to occupy the available unit.
- I. If a referral does not result in occupancy by the referred household, the 30-day holding period shall continue to allow the Referral Agency the opportunity to refer another household. The owner shall follow up with the Referral Agency at intervals of no less than seven Calendar Days during the remainder of the 30-day holding period. The owner shall document all notification activity on its Link communication tracking log.

#### **IV. Link Compliance Monitoring Documentation**

- A. The owner shall cause the following documentation to be maintained on file for compliance monitoring purposes. Such documents shall be made available for inspection by Corporation personnel or its monitoring agents at any reasonable time. The owner shall provide copies of such documents, either electronic or paper, to the Corporation within three business days of any request by the Corporation for such copies.

1. A copy of all active MOUs approved by the Corporation;
  2. A copy of all terminated MOUs. Terminated MOUs shall be retained for seven years beyond the period of tenancy for any household referred under the particular MOU;
  3. A copy of any current correction period extensions granted by the Corporation; and
  4. Email communication with the Referral Agency demonstrating timely notification regarding the availability of units for the intended Link household, outcome of each referral, and, when an available unit was not rented to a Link household, the number of days the available unit was held open for intended Link household.
- B. The monthly Program Report submitted to the Corporation by the Development shall reflect the number of Link households residing in an ELI Set-Aside unit.
- C. The Compliance Period committed to in the RFA also includes the units set aside for the Demographic Commitments, which includes the commitments for Link and ELI Households. The affordability period committed to in the RFA includes the units set aside for ELI Households. Although the percentage of units committed to must remain in effect for the entire Compliance Period, the units designated for the Demographic Commitment and AMI commitment must not be limited to the same units throughout the Compliance Period. Doing so may cause the Development to be in non-compliance with Section 42.

## Exhibit F - Rehabilitation Scoping Process with a Capital Needs Assessment

The following is the procedure by which the scope of the rehabilitation will be determined for Applicants rehabilitating units as part of the proposed Application. This may include those with the Development Category of New Construction or Redevelopment (with or without acquisition), if the plan includes rehabilitation of at least one existing unit.

The Flowchart attached to this Exhibit has been designed to graphically illustrate the steps described below.

### 1. The Pre-Application Stage (Steps 1-2)

Prior to submitting an Application, Applicants should conduct appropriate due diligence to determine whether it is physically and financially feasible to comply with the minimum requirements contained in Section Four A.8., for proposed Developments with at least one rehabilitation unit. Applicants receiving a preliminary award who are found (through the Capital Needs Assessment and Rehabilitation scoping process further described below) to be unable to meet all of the requirements of Section Four A.8.a. and c. with the sources available for the Rehabilitation will have their preliminary award of funding rescinded.

At the time of Application, Applicants proposing any rehabilitation of units will be required to certify that the contemplated budget and available sources are adequate to meet all requirements outlined in Section Four A.8. of this RFA.

### 2. The Capital Needs Assessment (CNA) Stage (Steps 3-7)

- a. Once the invitation to Credit Underwriting has been accepted, all Developments with at least one rehabilitation unit shall have a CNA prepared. This may include those with the Development Category of New Construction or Redevelopment (with or without acquisition), if the plan includes rehabilitation of at least one existing unit. Due to closing deadlines outlined in Rule Chapters 67-48 and 67-21, F.A.C., the CNA process will run concurrently with the Credit Underwriting process (which includes the market study and PRL, if applicable).
- b. Upon receipt of the credit underwriting fee(s) and the CNA review fee, the Credit Underwriter shall obtain quotes for the CNA, and invoice the Applicant. The CNA shall be ordered by the Credit Underwriter no later than 7 Calendar Days after receiving the CNA fee deposit. The choice of the CNA provider will be left solely up to the Credit Underwriter, and shall be chosen from the Corporation's approved list of qualified providers.
- c. Once the CNA has been ordered, the CNA provider will contact the Applicant to obtain basic information regarding the current physical condition of the property. The Applicant (or designee) shall answer the CNA provider's request for information within 7 Calendar Days of receipt. Further, a physical inspection of the property shall be scheduled to take place between the CNA provider, the Applicant (or designee), the Corporation (if desired) and the Credit Underwriter (if desired), no later than 30 Calendar Days from the ordering of the CNA. No less than 7 Calendar Days prior to the

physical inspection, the Applicant shall ensure that original construction plans, if available, and a history of major repair expenditures covering at least the most recent 5 years, have been delivered to the CNA provider.

- d. At a minimum, the CNA provider will:
- (1) Review available documentation from the original construction and previous rehabilitations and current or planned improvements to the greatest extent possible:
    - Site survey;
    - Appraisals;
    - As-built drawings or record drawings;
    - Previous accessibility surveys;
    - Planned Capital Improvements;
    - Planned maintenance or replacement;
    - Previous reports on Property condition;
    - Existing Physical Deficiencies and pending work;
    - Warranties for construction products, appliances and equipment;
    - Preventative maintenance requirements;
    - Operations and maintenance plans;
    - Maintenance reports and contracts; and
    - Previous repairs, improvements or replacements.
  - (2) Make all appropriate inquiries to obtain and review any relevant information relating to the Property from the local governmental agencies and departments having jurisdiction over the Property. Documentation should include, to the greatest extent possible:
    - Certificates of Occupancy;
    - Inspection records and certificates;
    - Reports of existing building / fire code violations;
    - Reports of existing regulatory, health or zoning violations; and
    - Documentation of ongoing or pending litigation on Physical Conditions of the Property.
  - (3) Interview Applicant's point of contact and/or maintenance staff via a Pre-Site Visit questionnaire (Appendix E of the CNA Guide) to acquire information about preceding or pending repairs, replacements and their costs, level of preventive maintenance exercised;
  - (4) Conduct a review of the expected useful life of all equipment and building components using the Corporation's Estimated Useful Life Tables (Appendix F of the CNA Guide);
  - (5) Physically inspect the property via visual observation unless specified otherwise;

- (6) Develop a 15-year replacement reserve table to be used in Credit Underwriting and post-rehabilitation asset management in the prescribed format indicated in Appendix K of the CNA Guide;
  - (7) Review the Corporation requirements in Section Four A.8. of the RFA; and
  - (8) Consider the Applicant's scope of work preferences. (Note: The CNA provider will use his/her professional judgement in the appropriateness of items included in the Applicant's scope.)
- e. At a minimum, the physical inspection will include:
- (1) All vacant and out-of-service units;
  - (2) At least 25% of all occupied units;
  - (3) All units set aside to meet Section 504 of the Rehabilitation Act of 1973, as outlined in Section Four, A.8.a. of the RFA;
  - (4) At least one unit in each building;
  - (5) At least one unit of each bedroom-size configuration;
  - (6) All common areas; and
  - (7) For scattered sites, at least one unit from each site, but no less than the percentages specified above.
- f. The CNA provider will independently evaluate every aspect of the property including basic development information, evaluation of the Corporation's required construction features (if present), site conditions, building components and systems, amenities and program features and hazardous materials and conditions as indicated in Appendix A of the CNA Guide. The CNA provider should document representative conditions with photographs as prescribed in the CNA Guide and use reasonable efforts to document typical conditions present including material physical deficiencies, if any.
- g. The CNA provider shall also identify any known or observed deficiencies with the property, considering both individual units and common areas. The CNA provider should separately list in the CNA any existing conditions which threaten the life and safety of residents. Immediate needs of this nature should be brought to the attention of the property management, the Credit Underwriter, and the Corporation through the CNA report.
- h. The CNA provider shall conduct an accessibility survey using the format prescribed in Appendix B of the CNA Guide and the FHFC Accessibility requirements outlined in Sections Four A.8.a. and c. of the RFA.
- i. After the inspection and evaluation is complete, the CNA provider will deliver a CNA report to the Credit Underwriter and the Corporation. The CNA report shall follow the requirements and content as described in section 3.3 of the CNA Guide, and will reflect the CNA provider's independent professional opinion in regard to:

- (1) A summary of all Immediate needs which threaten health or life safety;
- (2) A summary of all known or observed deficiencies pursuant to the FHFC Accessibility requirements outlined in Sections Four A.8.a. and c. of the RFA, FHA, and/or ADA requirements, as well as outstanding and/or recorded building or fire code violations;
- (3) Confirmation that all items committed to in the Application (including all items required by the Corporation as outlined in Section Four A.8. of the RFA) are physically and financially feasible within the contemplated budget, which shall include the appropriateness of the rehabilitation measures selected by the Applicant, considering the remaining useful life and the current condition of the subject features;
- (4) A list of and associated costs of **immediate** repair items, critical repair items, deferred maintenance items for needs to be addressed in less than 12 months from the completion of the CNA, required accessibility items, and other items required by Section Four A.8 of the RFA, in a format prescribed in Appendix J of the CNA Guide;
- (5) A list and associated costs of all long-term physical needs between years 1 and 15 from completion of the CNA in a format prescribed in Appendix K of the CNA Guide. The cost estimate will include both current replacement cost and inflation adjusted replacement costs using a 3% annual inflation factor;
- (6) An estimate of the “reserves necessary for replacements”;
- (7) An estimate of the cost of rehabilitation based on one or more of the following sources:
  - (a) Applicant or Owner provided unit costs;
  - (b) Owner’s historical experience costs;
  - (c) Consultant’s cost database or cost files;
  - (d) Commercially available cost information or published commercial data;
  - (e) Third-party cost information from contractors, vendors, or suppliers; and/or
  - (f) Other qualified sources that the Corporation determines appropriate.
- (8) An executive summary as described in section 3.3 of the CNA Guide:
- (9) An evaluation of site conditions (as applicable) as indicated in Appendix A section III of the CNA guide;
- (10) An evaluation of building components and systems conditions (as applicable) as indicated in Appendix A section IV of the CNA guide;
- (11) An evaluation of conditions of any existing FHFC required construction features as indicated in Appendix A section II of the CNA guide;



- (12) An evaluation of fixtures, casework and equipment conditions (as applicable) as indicated in Appendix A section V of the CNA guide;
  - (13) Evaluation of conditions of any amenities and program features on the property as indicated in Appendix A section VI of the CNA guide;
  - (14) A description of directly observed or potential on-site hazardous materials and conditions as indicated in Appendix A section VII of the CNA guide;
  - (15) An analysis of the estimated remaining useful life of the property, which shall be in the format prescribed by Appendices H and I of the CNA Guide;
  - (16) The basis for identifying any item for repair or replacement;
  - (17) Appendices (photographs, site plans, maps, etc.); and
  - (18) Certification of the CNA provider's qualifications and acknowledgments of who prepared the report, when the report was prepared, and for whom the report was prepared.
- j. The CNA provider will confirm that it is **physically** feasible to meet the requirements of Sections Four A.8.a. and A.8.c. of the RFA within the contemplated budget, and provide an estimated cost for meeting those requirements.
  - k. The CNA provider will opine as to the physical and financial feasibility of the inclusion of full-size ranges and ovens in all rehabilitation units. The CNA provider shall include supporting documentation (plan sketch with dimensions, photographs, etc.) that support their conclusion.
  - l. The CNA provider will opine as to the physical and financial feasibility of all of the Green Features required in Section Four A.8.d. of the RFA.
  - m. Where appropriate, the CNA provider will comment on the proportions of physical needs that have resulted from accumulated deferred maintenance, and from ordinary use and decline of a properly maintained property. If, in the CNA provider's expert opinion, the deterioration of the property has been accelerated by poor management practices, that information must be disclosed to the Credit Underwriter and the Corporation.
  - n. The CNA provider will also comment on whether rehabilitation of a particular feature ordinarily requires relocation of the tenant.
3. The Scoping Stage (Steps 8-11)
    - a. The CNA provider will complete a draft of the Rehabilitation Scope of Work spreadsheet, utilizing the information gathered from steps 3-7 above and each Rehabilitation Scope of Work must include the measures listed below. The Rehabilitation Scope of Work spreadsheet (rev. 05-2020) is attached to this Exhibit.
      - (1) A minimum per unit hard cost budget of non-luxury improvements as specified in the RFA.

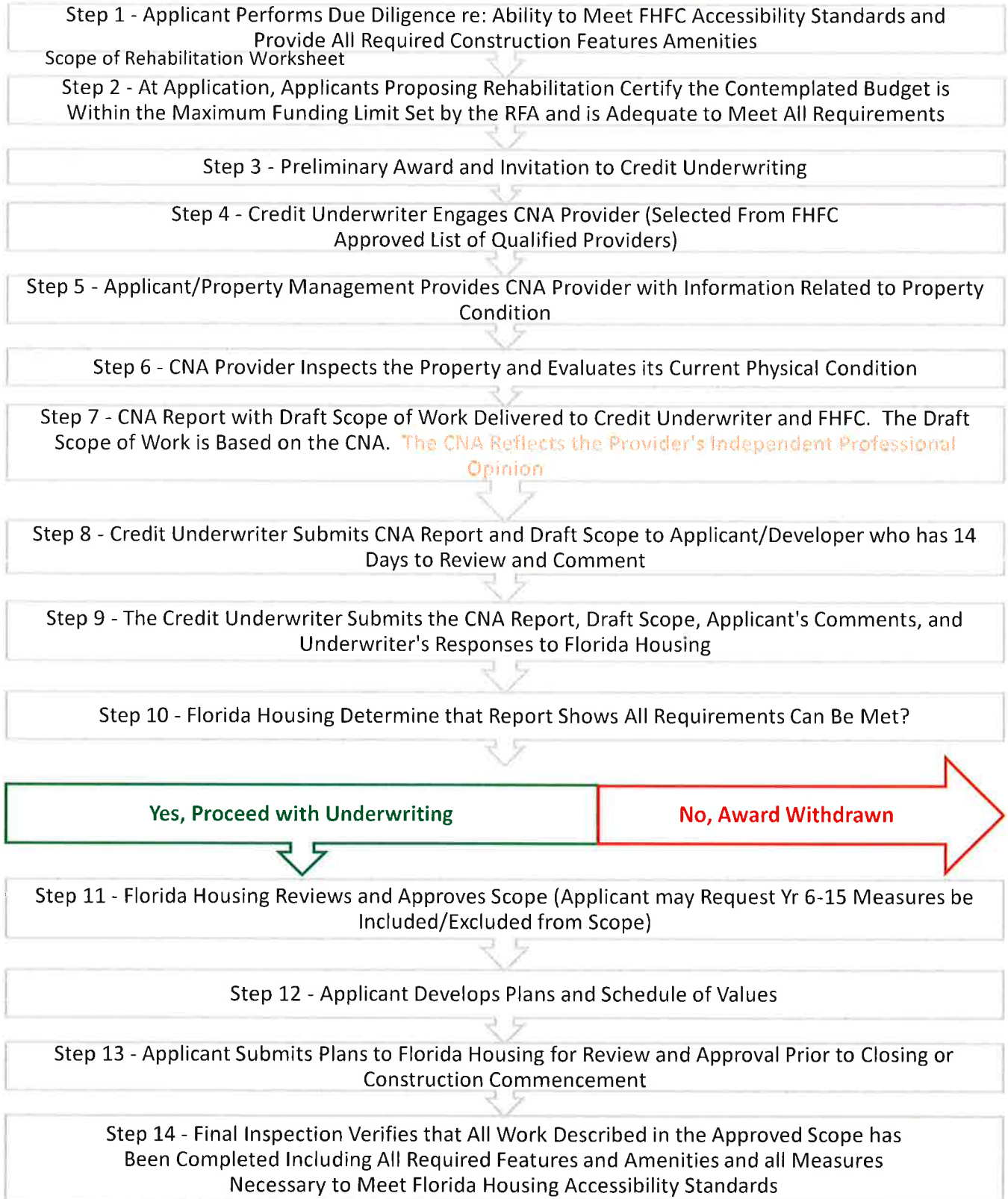
- (2) Corrective actions for all Immediate and Critical needs noted in the CNA including all deficiencies which threaten health and life safety, as well as observed and recorded building or fire code issues.
  - (3) The replacement of any component of the building or site with an effective remaining useful life, according to the Corporation's Estimated Useful Life Tables (Appendix F of the CNA Guide, of less than 5 years. The CNA will be used to determine which components meet this criterion.
  - (4) The replacement of any component of the building or site with an effective remaining useful life, according to the Corporation's Estimated Useful Life Tables (Appendix F of the CNA Guide, of less than 15 years, if determined appropriate for this rehabilitation and if there is remaining funding available. The CNA will be used to determine which components meet this criterion.
  - (5) Substantially the same scope of work in all units of the same type.
  - (6) Compliance with this Exhibit, the requirements of the applicable RFA, the Florida Administrative Code, and any other Florida Housing guidance upon completion of work.
  - (7) Compliance with applicable Florida building code and local fire code regulations, as well as FHA and ADA requirements upon completion of work.
  - (8) Compliance with all applicable Florida Housing accessibility requirements upon completion of work.
  - (9) Compliance with Uniform Physical Condition Standards (UPCS) upon completion of work.
- b. The CNA Provider will populate the Scope of Rehabilitation Worksheet with the measures identified in the CNA in the following order:
- (1) All Immediate needs noted in the CNA including all deficiencies which threaten health and life safety (Immediate Needs in the template), needs required to conform with applicable Florida building code and local fire code regulations, as well as FHA and ADA requirements;
  - (2) All Critical needs noted in the CNA (Critical Needs in the template);
  - (3) All work required to meet FHFC accessibility requirements (Accessibility Requirement in the worksheet);
  - (4) Any item required in the applicable RFA, or promised by the Applicant at the time of Application (RFA Requirement in the worksheet);
  - (5) Any component of the building or site with an effective remaining useful life of less than 5 years (5 yr Need in the worksheet);

- (6) To the extent that funding is available, replacement of any component of the building or site with an effective remaining useful life of less than 15 years (6-15 yr Need in the worksheet); and
    - (7) Enhancements required to make the property marketable (Marketability in the worksheet).
  - c. Systems and components with more than 5, but less than 15 years of remaining useful life should be prioritized in the following order:
    - (1) Site improvements;
    - (2) Structural components and building envelope;
    - (3) Mechanical, electrical, and plumbing systems;
    - (4) Unit improvements including fixtures and finishes;
    - (5) Common area improvements; and
    - (6) Other improvements.
  - d. Once the CNA report is completed by the CNA provider, the report will be sent to the Credit Underwriter and the Corporation, with the draft Rehabilitation Scope of Work spreadsheet, as soon as practicable, but no later than 30 days after the completion of the site inspection.
  - e. Upon receipt of the CNA report and draft Scope of Work, the Credit Underwriter will forward the documents to the Applicant. The Applicant shall then have a 14 Calendar Day review period in which the Applicant may provide addition information and comment on the draft Scope of Work.
  - f. Upon the close of the Applicant's 14 Calendar Day review and comment period, the Credit Underwriter shall have a 7 Calendar Day review period in which the Credit Underwriter may craft opinions and recommendations to the Corporation regarding the Applicant's comments on the draft Scope of Work. At the end of this 7 Calendar Day period, the Credit Underwriter shall submit the CNA report, the draft Scope of Work, the Applicant's comments (on the draft scope) and the Credit Underwriter's opinions and recommendations to the Corporation.
  - g. The Corporation shall review the material provided by the Credit Underwriter to first determine that all of the requirements of Sections Four A.8.a. and c. have been met within available sources for the proposed Rehabilitation of the Development. If the Corporation determines the above requirements cannot be met with available sources, the preliminary award will be rescinded.
4. Credit Underwriting and Beyond (Steps 12–15)
  - a. If the Corporation determines that all of the requirements of Sections Four A.8.a. and c. can be met, and that there are no other issues that would disqualify the Applicant, then the Credit Underwriting process may proceed.

- b. During the Credit Underwriting process, the Corporation will review and approve the final Scope of Work for the project.
- c. Once the Corporation has approved the final Scope of Work for the Development, the Applicant shall develop construction plans and the schedule of values for the Development. These construction plans shall be submitted to the Corporation for review and approval during the credit underwriting process.
- d. As with any funding, the Corporation will conduct a final inspection to verify that all work in the approved Scope of Work has been completed, including delivery of all required features, amenities and measures needed to meet the Corporation's Housing Accessibility Standards.

Complete RFA reflecting 8-20-21 and 10-8-21 modifications

Flowchart



Complete RFA reflecting 8-20-21 and 10-8-21 modifications

INSERT LINES AS NECESSARY & Copy formula in column G\*

REHABILITATION WORK SCOPE

APPLICATION NUMBER:  
 RFA NUMBER:  
 DEMOGRAPHIC:  
 DEVELOPMENT NAME:  
 DEVELOPMENT LOCATION:  
 DEVELOPER:  
 APPLICANT NAME:


YEAR BUILT:  
 RESIDENTIAL UNIT COUNT:  
 GROSS SQUARE FOOTAGE:  
 NUMBER OF LINK UNITS:


TRADE ITEM	Need Category <small>(Select from dropdown menu)</small>	Description: materials, performance specifications	QUANTITY <small>(Enter # of Units)</small>	UNIT DESCRIPTION <small>(of sq. etc.)</small>	UNIT COST <small>(Enter Cost Per Unit)</small>	TOTAL COSTS <small>(quantity * unit cost)</small>
<b>Accessibility</b>						
convert existing units to UFAS-compliant units						\$0.00
retrofit existing units for Fair Housing compliance						\$0.00
retrofit existing common areas to meet UFAS, Fair Housing, & ADA						\$0.00
retrofit existing site to meet Fair Housing, ADA						\$0.00
additional Florida Housing accessibility requirements						\$0.00
<b>Total (Accessibility)</b>						\$0.00
<b>Demolition</b>						
site						\$0.00
add interior: ceilings, walls, floor, plumbing, HVAC, etc.						\$0.00
add exterior: siding, roofing, patios, decks, stairs, breezeways						\$0.00
<b>Total (Demolition)</b>						\$0.00
<b>Unusual site conditions (such as lead, asbestos, mold abatement)</b>						
lead abatement						\$0.00
asbestos abatement						\$0.00
mold abatement						\$0.00
<b>Total (Unusual site conditions (such as lead, asbestos, mold abatement))</b>						\$0.00
<b>Site Improvements</b>						
lighting						\$0.00
parking surfaces						\$0.00
fencing						\$0.00
retaining walls						\$0.00
<b>Total (Site Improvements)</b>						\$0.00
<b>Landscaping &amp; Irrigation</b>						
<b>Total (Landscaping &amp; Irrigation)</b>						\$0.00
<b>Structure &amp; Building Envelope</b>						
<b>Total (Structure &amp; Building Envelope)</b>						\$0.00
<b>Mechanical, Electrical, Plumbing</b>						
HVAC						\$0.00
<b>Total (Mechanical, Electrical, Plumbing)</b>						\$0.00
<b>Utilities</b>						
water service						\$0.00
fire service						\$0.00
storm water piping						\$0.00
sewer service						\$0.00
electrical service						\$0.00
gas service						\$0.00
<b>Total (Utilities)</b>						\$0.00
<b>Common Area Interior Elements</b>						
<b>Total (Common Area Interior Elements)</b>						\$0.00
<b>Unit Interior Elements</b>						
<b>Total (Unit Interior Elements)</b>						\$0.00
<b>Total Costs</b>						\$0.00
<b>Total Costs Per Residential Unit</b>						\$0.00
<b>Total Costs Per Gross Square Foot</b>						\$0.00
<b>Summary by Need Category</b>						
Total Costs for Specific Need Category	Immediate Need			0.0%		\$0
Total Costs for Specific Need Category	Critical Needs			0.0%		\$0
Total Costs for Specific Need Category	RFA Requirement			0.0%		\$0
Total Costs for Specific Need Category	Accessibility Requirement			0.0%		\$0
Total Costs for Specific Need Category	Deferred Maintenance			0.0%		\$0
Total Costs for Specific Need Category	Need in Years 1-5			0.0%		\$0
Total Costs for Specific Need Category	Need in Years 6-15			0.0%		\$0
Total Costs for Specific Need Category	Marketability			0.0%		\$0
Total Costs for Specific Need Category	Other			0.0%		\$0

\*To Insert Rows, select a cell on the blank row immediately above the applicable subsection total row (for instance, row 20). Then, while in the "Home" tab of the menu ribbon at the top, click open the "Insert" icon within the Cells Menu Group and choose the "Insert Sheet Rows" menu option. This will insert one new row. If you want to insert more than one row, highlighting as many rows as you need to insert, but the first row must be the blank row identified above and follow the remaining instructions. Once you have inserted the number of rows needed, copy the cell in total column (column G) from the last row that has a row total (for instance, cell G19) onto column G of the newly inserted rows.

## **Exhibit G - Tenant Selection Plan Requirements**

### Extremely Low Income (ELI) Household's Tenant Selection Criteria

The Applicant must adhere to the following tenant selection criteria when evaluating the eligibility of a household applying for tenancy in a unit set aside for Extremely Low Income (ELI) Households:

- The credit history related to medical expenses, cable and internet services will not be taken into consideration when conducting credit checks.
- ELI Household's Income Requirement Policy – The household monthly income must not be required to be more than two times the monthly rent. (e.g., If the monthly rent is \$500, the household monthly income will not be required to exceed \$1,000.)
- The eviction history look-back period must not be more than 5 years. A household is permitted one eviction during the 5-year look-back period, unless the eviction was due to causing physical harm to development staff, tenants or intentional property damage.

### Additional Tenant Selection Criteria for All Households

The Applicant must adhere to the following tenant selection criteria when evaluating the eligibility of all households applying for tenancy.

- The arrest record of a household member will not be considered when determining any household's application for tenancy.
- For households with publicly funded rental assistance, the income requirement will be based on the household's paid portion of the rent.

### Tenant Application Fees and Deposits

The Applicant must adhere to the following tenant application fees and deposits requirements for a household applying for tenancy in a unit set aside for extremely low income households:

- It is prohibited to charge a fee to a household that is applying for tenancy in a unit that is set aside for extremely low-income households for the purposes of reserving or holding a unit.
- The application for tenancy fee will be no more than \$35 per adult in a household.
- A security deposit for new tenant households will be not more than the amount of one month's rent.

### Application for Tenancy

The Applicant must include and prominently place the following information in the Development's application for tenancy packet that is provided to all interested households:

- The tenant selection approach and criteria used to evaluate and determine a household's application for tenancy. The criteria under which a household was screened and evaluated, as well as the determination, must be included in each tenant household's file.

The approach regarding a household's notification and appeal process and timeline, if the household's application is rejected or determined ineligible.

- A description of reasonable accommodations or reasonable modifications for persons with disabilities, pursuant to Section 504 of the Rehabilitation Act of 1973. The description shall include accommodations that must be considered by the Development such as physical dwelling unit modifications for greater accessibility and use, as well as individualized assessments of mitigating factors related to a disability that adversely affected a household's credit, eviction or criminal history. The description shall also include the process for requesting a reasonable accommodation, the determination approach, and decision-making timelines.

A description of an applying household's or existing tenant's housing protections pursuant to the Violence Against Women Reauthorization Act of 2013 (VAWA). The description will include that applying households may request that the Development conduct an individualized assessment of mitigating factors related to being a victim of domestic violence, dating violence, sexual assault, and stalking that adversely affected the household's credit, eviction, or criminal history.

#### Notification of Rejection or Ineligibility for Tenancy

The Applicant must, at a minimum, notify any household that their application for tenancy was rejected or determined ineligible through a documented process such as a written letter or email to the address provided by the household.

The notification will be provided to a household within 5 business days from the day the determination is made.

The notice must include information regarding:

- The reasons a household's application for tenancy was rejected or determined ineligible.
- A household's right to appeal the Development's decision, as well as complete instructions regarding how a household may appeal the decision.



**Exhibit H – Credit Underwriting Procedures for the ELI Loan**

The applicable credit underwriting, program requirements and loan terms and conditions are outlined in Rule Chapter 67-48, F.A.C., for the SAIL loan, and in Rule Chapter 67-21, F.A.C., for the Non-Competitive Housing Credits and, if applicable, the Corporation-issued MMRB loan.

The applicable credit underwriting, program requirements and loan terms and conditions for the ELI Loan are outlined below.

**1. Credit Underwriting Procedures for the ELI Loan:**

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the ELI Loan.
- b. The credit underwriting for the ELI Loan will be accomplished along with the credit underwriting for the SAIL loan. The Credit Underwriter may request additional information at any time during the credit underwriting process for the ELI Loan.
- c. The Credit Underwriter’s loan recommendations for the ELI Loan will be sent to the Board for approval at the time the SAIL loan recommendations are sent.
- d. A firm loan commitment for the ELI Loan will be issued at the time the firm loan commitment for the SAIL loan is issued.
- e. The ELI Loan must close by the deadlines outlined in Rule Chapter 67-48, F.A.C., for the SAIL loan.

**2. Terms and Conditions of the ELI Loan:**

ELI Loans will be subject to the credit underwriting provisions outlined in Section 1 above and the loan provisions outlined below:

- a. The terms and conditions of the ELI Loan shall be as follows:
  - (1) The ELI Loan may be in a first, second, or other subordinated lien position;
  - (2) The ELI Loan shall:
    - (a) Have the amount based on the funding requirements set forth in this RFA; and
    - (b) Be non-amortizing at 0 percent simple interest per annum over the life of the ELI Loan, with the principal forgivable at maturity provided the units for which the ELI Loan amount is awarded are targeted to ELI Households for the first 15 years of the Compliance Period. The minimum term of the ELI Loan is 15 years.
  - (3) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a

superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;

- (4) The ELI Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
- (5) The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan shall constitute a default during the term of the loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for ELI Households is discovered during the course of compliance monitoring or by any other means;
- (6) The Corporation shall require adequate insurance to be maintained on the Development as determined by the Corporation or the Corporation's servicer sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide, dated August 30, 2016, as updated, as outlined Exhibit C of the RFA;
- (7) All ELI Loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100, Titles II and III of the Americans with Disabilities Act of 1990 as Implemented by 28 CFR Part 35, and Section 504 of the Rehabilitation Act of 1973 ("Section 504 and its related regulations"), as outlined in Section Four, A.8. of the RFA. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100. To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the SAIL Program to the same extent as if the SAIL Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the SAIL Program, SAIL funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all SAIL Developments, as outlined in Section Four, A.8. of the RFA;
- (8) Rent controls for the ELI Set-Aside units for which the ELI Loan is issued shall be restricted at the level applicable for federal Housing Credits;
- (9) The documents creating, evidencing or securing each ELI Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA

constitutes a default under the ELI Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it;

- (10) The affordability period committed to in this RFA includes the units set aside for ELI Households. After 15 years, all of the ELI Set-Aside units may convert to serve residents at or below 60 percent AMI (as outlined in Section Four, A.6.d.(3)(a) and Section Four, A.6.g. of the RFA); however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire affordability period; and
- (11) If, after initial certification of ELI Households and move in, ELI Set-Aside units are no longer distributed across the unit mix on a pro-rata basis, the Development will not be in noncompliance so long as the next unit of required size that becomes vacant in the Development is rented to an ELI Household until the ELI Set-Aside units in the Development again meets its requirement to be distributed across the unit mix on a pro-rata basis.

b. The ELI Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:

- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
- (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the ELI Loan for the period originally specified or longer; and
- (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in this RFA.

c. ELI Loan construction disbursements and permanent loan servicing shall be based on the following:

- (1) ELI Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the ELI Loan to the Total Development Cost, unless approved by the Credit Underwriter;
- (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection;

- (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw;
- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount;
- (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
  - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
  - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
- (6) The servicer may request submission of revised construction budgets;
- (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter; and
- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the ELI Loan Agreement.

**Exhibit I – Credit Underwriting Procedures for the NHTF Forgivable Loan**

The applicable credit underwriting, program requirements and loan terms and conditions are outlined in Rule Chapter 67-48, F.A.C., for the SAIL loan, and in Rule Chapter 67-21, F.A.C., for the Non-Competitive Housing Credits and, if applicable, the Corporation-issued MMRB loan. The applicable ELI Loan credit underwriting, program requirements and loan terms and conditions are outlined in Exhibit H of the RFA.

The applicable credit underwriting, program requirements and loan terms and conditions for the NHTF Loan are outlined below.

**1. Credit Underwriting Procedures for the NHTF Loan**

- a. The invitation to enter credit underwriting constitutes a preliminary commitment for the NHTF Loan.
- b. The credit underwriting for the NHTF Loan will be accomplished along with the credit underwriting for the SAIL Loan and ELI Loan. The Credit Underwriter may request additional information at any time during the credit underwriting process for the NHTF Loan.
- c. The Credit Underwriter’s loan recommendations for the NHTF Loan will be sent to the Board for approval at the time the SAIL Loan and ELI Loan recommendation(s) are sent.
- d. A firm loan commitment for the NHTF Loan will be issued at the time the firm loan commitment(s) for the SAIL Loan and ELI Loan is issued.
- e. The NHTF Loan must close by the deadlines outlined in Rule Chapter 67-48, F.A.C., for the SAIL Loan.
- f. Each Development that is awarded a forgivable NHTF loan shall have the final amount of NHTF loan sized based on the following criteria:
  - (1) The initial amount will be based on providing five units if the proposed Development is located in a Large County and three units if the proposed Development is located in a Small or Medium County. Whereas the NHTF units can float throughout the Development and are not tied to any specific bedroom count, the intended households to be served would most likely align with the smaller bedroom count units, like Zero or one-bedroom units. The amount for each of these units shall equal the NHTF Set-Aside per unit minimums that are dependent upon the county where the proposed Development is located, as outlined on the chart below.

NHTF Set-Aside per unit minimums:

County	NHTF Request per Unit	County	NHTF Request per Unit	County	NHTF Request per Unit
Alachua	\$199,300	Hardee	\$151,200	Okaloosa	\$214,200
Baker	\$200,500	Hendry	\$151,200	Okeechobee	\$151,200
Bay	\$182,900	Hernando	\$201,200	Orange	\$207,700
Bradford	\$156,900	Highlands	\$151,200	Osceola	\$207,700
Brevard	\$197,800	Hillsborough	\$201,200	Palm Beach	\$232,900
Broward	\$239,400	Holmes	\$151,200	Pasco	\$201,200
Calhoun	\$151,200	Indian River	\$198,600	Pinellas	\$201,200
Charlotte	\$176,400	Jackson	\$151,200	Polk	\$168,000
Citrus	\$151,200	Jefferson	\$207,700	Putnam	\$151,200
Clay	\$203,900	Lafayette	\$155,400	Saint Johns	\$203,900
Collier	\$229,500	Lake	\$207,700	Saint Lucie	\$194,400
Columbia	\$160,400	Lee	\$195,900	Santa Rosa	\$187,900
DeSoto	\$151,200	Leon	\$207,700	Sarasota	\$210,400
Dixie	\$151,200	Levy	\$151,200	Seminole	\$207,700
Duval	\$203,900	Liberty	\$151,200	Sumter	\$183,300
Escambia	\$187,900	Madison	\$151,200	Suwannee	\$151,200
Flagler	\$187,100	Manatee	\$210,400	Taylor	\$151,200
Franklin	\$158,500	Marion	\$151,600	Union	\$151,200
Gadsden	\$207,700	Martin	\$194,400	Volusia	\$177,900
Gilchrist	\$199,300	Miami-Dade	\$245,900	Wakulla	\$198,900
Glades	\$151,200	Monroe	\$276,800	Walton	\$189,400
Gulf	\$159,600	Nassau	\$203,900	Washington	\$151,200
Hamilton	\$151,200				

- (2) If there is NHTF Loan pool funding remaining, then each of the Applications with NHTF Funding will be awarded a pro rata amount of the remaining NHTF loan pool, up to the NHTF Set-Aside per unit Maximum Limits, which are dependent upon the county where the proposed Development is located and the construction type of the proposed Development, as outlined in the chart below. If each of those Applications is awarded the NHTF Set-Aside per unit limit and there is NHTF Loan pool funding remaining, the remaining NHTF Loan pool will be distributed as approved by the Board.

NHTF Set-Aside per unit Maximum Limits

Maximum Subsidy Limits– New Construction Only		
Construction Type	Miami-Dade, Broward, Palm Beach Counties	Remainder of Florida
Garden – Non-ESS	N/A	\$185,500
Garden – Concrete	\$239,300	\$218,000
Mid-Rise – Non-ESS	N/A	\$218,000
Mid-Rise – Concrete	\$260,300	\$237,800
High-Rise	\$309,200	\$284,000
Add this factor to the all above limits if a development is subject to the requirements of the Davis-Bacon Act		\$5,000

\*N/A means the Construction Type is not allowed or is inappropriate for the location.

- (3) If there is not enough NHTF Loan pool funding to provide the NHTF Set-Aside per unit minimums for each Large County Application awarded NHTF Funding to provide five NHTF Units and each Small or Medium County Application awarded NHTF Funding to provide three NHTF Units, then one NHTF unit will be removed in the sequence below until the total amount of NHTF funding awarded no longer exceeds the NHTF loan pool. If following this sequence creates an amount of total NHTF awards equal to the NHTF loan pool, then the process is completed. If following this sequence creates an amount of total NHTF awards less than the NHTF Loan pool, then a pro rata increase will be awarded as provided in (2) above.
- (a) The Proposed Development from the Small County with the highest amount of NHTF Funding per unit amount, and if two Small Counties are tied with the highest amount of NHTF Funding per unit amount, then the last one selected;
  - (b) The Proposed Development from the Small County with the next highest amount of NHTF Funding per unit amount, and if two Small Counties are tied with the next highest amount of NHTF Funding per unit amount, then the last one selected;
  - (c) The Proposed Development from the Small County with the smallest amount of NHTF Funding per unit amount, and if two Small Counties are tied with the smallest amount of NHTF Funding per unit amount, then the last one selected;
  - (d) Repeating this same sequence with the Medium County first, then Large County Applications that were awarded NHTF Funding.

**2. Terms and Conditions of the NHTF Loan**

NHTF Loans will be subject to the credit underwriting provisions outlined in Section 1 above and the loan provisions outlined below:

- a. The terms and conditions of the NHTF Loan shall be as follows:
- (1) The NHTF Loan may be in a first, second, or other subordinated lien position;
  - (2) The NHTF Loan shall:
    - (a) Have the amount based on the funding requirements set forth in this RFA; and
    - (b) Be non-amortizing at 0 percent simple interest per annum over the life of the NHTF Loan, with the principal forgivable at maturity provided the units for which the NHTF Loan amount is awarded are targeted as NHTF Units for the first 30 years of the Compliance Period. The minimum term of the NHTF Loan is 30 years; and
    - (c) Up to 33.33 percent of the NHTF award can be used as an operating deficit reserve for operations associated with deeper income targeting for the NHTF units over 30 years.
  - (3) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;
  - (4) The NHTF Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;
  - (5) The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan shall constitute a default during the term of the loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for NHTF Units is discovered during the course of compliance monitoring or by any other means;
  - (6) Rent controls for the 22 percent AMI units for which the NHTF Loan is issued shall be restricted at the level applicable for federal Housing Credits;



- (7) The documents creating, evidencing or securing each NHTF Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the NHTF Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it; and
  - (8) The Compliance Period committed to in this RFA includes the units set aside at 22 percent AMI as NHTF Units. After 30 years, all of the NHTF Units may convert to serve residents at or below 60 percent AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire affordability period.
- b. The NHTF Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
- (1) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
  - (2) The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the NHTF Loan for the period originally specified or longer; and
  - (3) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in this RFA.

- c. NHTF Loan construction disbursements and permanent loan servicing shall be based on the following:
- (1) NHTF Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the NHTF Loan to the Total Development Cost, unless approved by the Credit Underwriter;
  - (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection;
  - (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw

- and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw;
- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount;
  - (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
    - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
    - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
  - (6) The servicer may request submission of revised construction budgets;
  - (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter; and
  - (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the NHTF Loan Agreement.

### **3. Additional NHTF Unit Requirements**

Applicants will be required to comply with the following requirements and provide the following information:

#### **a. General Information Notice**

In accordance with the Uniform Relocation Act (URA), as part of 24 CFR Part 92, a Development receiving NHTF funds must provide a notice to all tenants informing them of their rights under the URA in accordance with Chapter 2 of the HUD Handbook 1378\*. The proper manner of notice is provided in this Handbook. A copy of each General Information Notice must be provided to each tenant, not just tenants in NHTF Units. By the due date outlined in the invitation to enter credit underwriting, the Applicant must provide to the Corporation a copy of each General Information Notice

for each occupied unit. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered.

b. Certification of Consistency with the Consolidated Plan

During the credit underwriting process, the Applicant will be required to provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan. Developments located in entitlement jurisdictions should request a certification of consistency letter from the appropriate authorities in that jurisdiction (typically, the community development staff). Developments located in non-entitlement jurisdictions (e.g. small non-entitlement cities or unincorporated areas of counties) should request a certification of consistency letter from the state. To request a certification of consistency letter from the state (or if you are not sure which Consolidated Plan applies to the location of your proposed HOME Development), please contact:

Florida Housing Finance Corporation  
HOME staff  
850-488-4197

c. Other Federal Requirements

(1) HUD Environmental Requirements

All Applicants awarded NHTF Funding will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Applicants that qualify as Non-Profit Applicants will not be charged a fee for the environmental review.

(2) Debarment and Suspension

Owners and contractors are prohibited from employing, awarding contracts, or funding any contractors or subcontractors that have been debarred, suspended, proposed for debarment or placed on ineligibility status by HUD. In addition, any owners who are debarred, suspended, proposed for debarment, or ineligible will be ineligible for funding. Therefore, a certification must be executed by the contractor for compliance with debarment and suspension regulations. During the credit underwriting process the Applicant will be required to provide the executed certification form\*.

(3) Lead Based Paint

If the Development was built before 1978, Lead Based Paint Regulations may apply. See 24 CFR Part 35 for exemptions. During the credit underwriting process, the Applicant must certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

If the Applicant is purchasing the property and the Development was built before 1978, provide a copy of the executed Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards form\*, signed by both the buyer and the seller.

(4) Section 3

Each Applicant shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on funded projects in the community. The Applicant shall keep records to document the number of low- and moderate-income people who are hired to work on funded projects.

(5) Flood

The Applicant shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, as applicable.

(6) Historic Preservation

The Applicant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, as applicable. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

\*Documents can be found on the RFA Webpage.

**Applicant Certification and Acknowledgement Form**

1. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48 and 67-21, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
2. The Applicant has reviewed subsection 67-48.009(5), F.A.C., rule 67-48.004, F.A.C. and rule 67-21.027, F.A.C., and certifies to its eligibility to apply for the funding offered in this RFA.
3. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Development will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973 as outlined in Section Four, A.8. of the RFA; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing authority waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team (which consists of Developer, Management Company, General Contractor, Architect, Attorney,

and Accountant) will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.

9. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement(s) for the SAIL loan(s) and, if applicable, the MMRB loan, and (ii) an Extended Use Agreement for the Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
10. The Applicant certifies that there are no agreements, other than the letter of intent provided with this Application or the Limited Partnership Agreement, between the Applicant and the Housing Credit Syndicator/equity provider.
11. The Applicant certifies that the complete Limited Partnership Agreement, including any amendments thereto, will be divulged to the Corporation and the credit underwriter.
12. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) none of the construction or inspection work that is normally performed by subcontractors is performed by the General Contractor; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer, as further described in subsection 67-48.0072(17), F.A.C.; and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17)F.A.C.
13. The Applicant, the Developer and all Principals are in good standing among all other states' housing agencies and have not been prohibited from applying for funding.
14. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third-party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
15. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
16. All permanent sources designated on the Development Cost Pro Forma as self-sourced financing must remain as a source in the Development for a minimum of 15 years and may not be repaid to the Applicant from any funding source, including development cash flow. If self-sourced financing is repaid to the Applicant prior to the payment of the SAIL loan in full, the SAIL loan will be in default and must be paid in full, and the Applicant and any Applicant or Developer Principals and Affiliates may be subject to material misrepresentation consequences set forth in subsection 67-48.004(2), F.A.C.;

17. If a Self-Sourced Applicant transfers ownership of the Development within the first 15 years of the Compliance Period, the new owner must waive the right to seek a qualified contract;
18. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
19. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
20. The Applicant has read, understands, and will comply with the Capital Needs Assessment requirements outlined in Exhibit F.
21. The Applicant has read, understands and will comply with the Tenant Selection Plan requirements outlined in Exhibit G.
22. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

\_\_\_\_\_  
Signature of Authorized Principal Representative

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title (typed or printed)

NOTE: Provide this form as Attachment 1 to the RFA. This form must be signed by the Authorized Principal Representative stated in Exhibit A.

## Exhibit D



# Attachment

# 8

**FLORIDA HOUSING FINANCE CORPORATION**  
**Site Control Certification Form**

As of the Application Deadline for this RFA, the Applicant entity Naranja Grand II, LLC

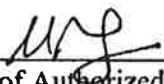
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has control of the Development site and all Scattered Sites, if applicable. Control of the site means that by Application Deadline the Applicant can establish one or more of the following requirements that include the terms set forth in Section Four A.7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

To be considered complete, documents demonstrating that site control pursuant to the terms set forth in Section Four A.7.a. of the RFA are attached.

Under the penalties of perjury pursuant to Section 92.525, F.S., and of material misrepresentation pursuant to Section 420.508(35), Fla. Statutes, and Fla. Admin. Code Section 67-21.003(6) and/or 67-48.004(2), I declare and certify that I have read the foregoing and that the information is true, correct and complete.

  
\_\_\_\_\_  
Signature of Authorized Principal Representative

Matthew A. Rieger  
\_\_\_\_\_  
Name (typed or printed)

Manager of Manager  
\_\_\_\_\_  
Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.

(Form Rev. 08-18)

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") dated effective as of the 28th day of September, 2021 (the "Effective Date"), is made by and between **ELITE NARANJA GRAND, INC.**, a Florida Profit Corporation (hereinafter called the "Sublessor") and **NARANJA GRAND II, LLC**, a Florida limited liability company (hereinafter called the "Sublessee").

WHEREAS, the Sublessor is in rightful possession of certain real property located in Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Property") pursuant to that certain Ground Lease dated as of August 18th, 2021 (as may be amended, the "Master Lease"), by and between **ELITE EQUITY DEVELOPMENT, INC.**, a Florida Profit Corporation, (the "Landlord") and Sublessor, as tenant therein; and

WHEREAS, Sublessor and Sublessee acknowledge that a true and correct copy of the Master Lease thereof has been provided by Sublessor and accepted by Sublessee, and the parties agree that the provisions of said Master Lease are incorporated herein by reference; and

WHEREAS, the Sublessor wishes to sublease to the Sublessee the portion of the Leased Property which is as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Demised Premises"), on the same terms and conditions as set forth in the Master Lease, except as modified hereby:

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above Recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Lease.
2. Sublease. The Sublessor hereby subleases to the Sublessee, and the Sublessee hereby leases from Sublessor, the Demised Premises.
3. Term. The term of this Sublease shall be co-terminus with the Master Lease, commencing on the date hereof and ending on the date which is seventy-five (75) years from the Commencement Date. The obligation to pay Rent shall begin on the date on which the Sublessee closes on the construction financing for its contemplated development (the "Commencement Date"). In any event, the term of this Sublease shall expire upon the termination or expiration of the term of the Master Lease.
4. Rent. Sublessee hereby agrees to pay to Sublessor as Rent, under this Sublease, a one-time capitalized lease payment in the amount of \$2,000,000 (the "Capital Lease Payment"). Fifty Percent (50%) of the Capital Lease Payment (the "Initial Capital Lease Payment"), shall be payable at the time of the closing of the construction loan, the Commencement Date, with the remainder to be paid at the time of the closing of the permanent loan (the "Final Capital Lease Payment"). As and when the Rent is due and payable under the Master Lease with respect to the Demised Premises, Sublessee shall pay such Rent directly to Landlord, which shall satisfy the obligations of Sublessee to otherwise have paid the Rent to Sublessor. It is the intention of this Sublease that the Sublessee shall be liable for the payment of all Rent and impositions becoming due and payable under the Master Lease by Sublessor to Landlord with respect to the units to be developed at the Demised Premises, during the term of this Sublease. To that end,

Sublessee shall make all payments of Rent and impositions with respect to the Demised Premises directly to Landlord.

5. Relationship to Master Lease. This agreement is a sublease and is subject to all the provisions in the Master Lease. Neither Sublessor nor Sublessee shall commit or permit to be committed any act or omission that will violate any provisions of the Master Lease with respect to the Demised Premises. Except with regard to rights of sublessees and the rights or obligations of Landlord, as set forth in the Master Lease, if the Master Lease terminates with respect to the Demised Premises, this Sublease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Sublease, except with respect to any obligations which specifically survive the termination or expiration of this Sublease. This Sublease is made expressly subject to the terms, covenants and conditions of the Master Lease, and Sublessee expressly assumes any and all of the obligations of Sublessor under the Master Lease with respect to the Demised Premises, and agrees to be subject to all conditions and restrictions to which Sublessor is subject including, but not limited to, the obligation for the development, use and operation of every part of the Demised Premises. Any act required to be performed by Sublessor pursuant to the terms of the Master Lease in respect of the Demised Premises shall be performed by Sublessee and the performance of such act shall be deemed to be performed by Sublessor and shall be accepted by Landlord as Sublessor's act, provided such act is otherwise performed in accordance with the terms of the Master Lease. Nothing herein contained shall be construed to modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions or conditions in the Master Lease (except as herein expressly provided), and all covenants, agreements, terms, provisions and conditions of the Master Lease are hereby mutually declared to be in full force and effect. It is the express intention of the parties of this Sublease that the Master Lease is incorporated into this Sublease and Sublessee, and not Sublessor, shall be responsible for all provisions of the Master Lease in respect of the Demised Premises as if they were fully set forth in this Sublease.

6. Rights of Sublessee. Sublessee (and all succeeding and successor transferees) shall succeed to all rights and obligations of Sublessor under the Master Lease with respect to the Demised Premises, including but not limited to the right to mortgage, encumber and otherwise assign and further sublease the Demised Premises, subject, however, to all duties and obligations of Sublessor as set forth in the Master Lease, and subject to the terms hereof.

7. Further Sublet. Sublessee may not further sublet without the permission of the Landlord.

8. Public Liability Insurance. The Sublessee agrees to maintain the insurance in respect of the Demised Premises in the types and amounts described in the Master Lease and shall name Sublessor as an additional insured under all such policies. Coverages required by this section shall be evidenced by certificates of insurance from insurance companies reasonably acceptable to Sublessor showing the requisite liability limits and shall specify that Sublessee's insurance policies shall not be modified, altered, canceled or allowed to expire or lapse without thirty (30) days prior notice to Sublessor. Sublessor is to be held harmless, from and against any and all liability, losses, and damages suffered or incurred by Sublessor by reasons directly (a) arising out of or (b) caused by Sublessee, in connection with Sublessee's occupancy of the Demised Premises, excepting loss and/or injury caused by the acts, negligence or omissions of the Sublessor, its servants, agents or representatives.

9. Sublessor's Representations and Warranties. Sublessor hereby represents and warrants to Sublessee that, as of the date hereof:

(a) It has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessor have the authority to bind Sublessor and to enter into this transaction and Sublessor has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

(b) Sublessor will deliver possession of the Demised Premises to Sublessee, and, at all times, keep the Demised Premises free and clear of any and all liens, mortgages, encumbrances, tenancies and occupancies of every nature whatsoever.

(c) Sublessor is the current lessee under the Master Lease.

(d) Sublessor has not made, caused or incurred, or allowed any other to make, cause or incur, any assignment, sale, sublease, disposition or transfer or any right, title, and/or interest in, to, and under the Master Lease of the Demised Premises (other than that which may have been made to Sublessee), or any claim, demand, obligation, liability, action or cause of action in any way pertaining to the Master Lease or the Demised Premises.

(e) There are no existing mortgages, encumbrances or liens on Sublessor's leasehold interest and Sublessor will not hereafter subordinate to or mortgage or encumber its leasehold interest.

10. Sublessee's Representations and Warranties. Sublessee hereby represents and warrants to Sublessor that, as of the date hereof, Sublessee has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessee have the authority to bind Sublessee and to enter into this transaction and Sublessee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

11. Events of Default of Sublessee. The occurrence of any of the following shall be an "Event of Default" of Sublessee hereunder:

(a) Default is made when Rent payable to Sublessor under this Sublease shall become due and payable and does not occur punctually. Such default shall continue for a period of thirty (30) days after written notice thereof from Sublessor to Sublessee.

(b) Default is made by Sublessee in failing to keep, observe or perform any of the terms contained in this Sublease, excepting the obligation to pay the Rent, and such default shall continue for a period of thirty (30) days after written notice thereof from Sublessor to Sublessee setting forth with reasonable specificity the nature of the alleged breach; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (30) days, Sublessee fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default; however, even in no event will default be allowed to be cured past ninety days without another extending provision of this contract or the Master Lease.

(c) Any default in the obligations of Sublessor under the Master Lease relating to the Demised Premises, other than (i) an obligation which can only be performed by Sublessor thereunder or (ii) a default which is caused by Sublessor.

12. Failure to Cure Default by Sublessee. If an Event of Default of Sublessee shall occur, Sublessor, at any time after the periods set forth in Section 11 (a) or (b) and provided Sublessee has failed to cure such Event of Default within such applicable period, or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Sublessee fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default, shall, have the following rights and remedies, which are cumulative:

(a) In addition to any and all other remedies, in law or in equity, or as set forth in this Sublease, that Sublessor may have against Sublessee, Sublessor shall be entitled to sue Sublessee for all damages, costs and expenses arising from Sublessee's committing an Event of Default hereunder and to

recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

(b) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessee and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessee or the necessity of posting a bond.

13. Events of Default of Sublessor. Omitted.

14. Power of Attorney-Sublessor. Omitted.

15. Discharge of Liens. Omitted.

16. Notices. Each notice required or permitted to be given hereunder must also be in compliance with the Master Lease. The addresses for the parties hereto are as follows:

Sublessor: ELITE NARANJA GRAND, INC.  
7942 NW 164th Terrace  
Miami Lakes, Florida 33016  
Attn: Roosevelt Bradley  
rbradley@mavenstrategiesllc.com

Sublessee: NARANJA GRAND II, LLC  
3225 Aviation Avenue, 6th Floor  
Coconut Grove, Florida 33133  
Attn: Matthew A. Rieger  
mattr@htgf.com

17. Subleasehold Mortgage.

(a) Without limiting any of the provisions of the Master Lease as to the mortgaging of the Sublessee's subleasehold estate in the Demised Premises, it is agreed that, without Sublessor's prior consent, Sublessee shall have the right from time to time during the Term to mortgage, collaterally assign, or otherwise encumber in favor of one or more lenders the Sublessee's leasehold estate and interest ("Leasehold Interest") under one or more leasehold mortgages ("Leasehold Mortgages"), the Sublessee's personal property located on the Demised Premises, its subleases and issues, rents and profits therefrom, as security for such Leasehold Mortgages. However, notice is to be given to Sublessor. Notwithstanding this right, the Landlord's fee estate in the Leased Premises shall not be subject to such leasehold mortgage or any related mortgage document.

(b) In the event of any default by Sublessee under the Sublease or any Leasehold Mortgage, Sublessor will allow Permitted Leasehold Mortgagee (as hereinafter defined) to enforce its lien and security interest in Sublessee's personal property located at the Demised Premises including assembling and removing all of Sublessee's personal property located on the Premises.

(c) (i) If the Sublessee shall mortgage its Leasehold Interest, and if the holder of such Leasehold Mortgage (each a "Permitted Leasehold Mortgagee") shall provide the Sublessor with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the mortgagee, the Sublessor and the Sublessee agree that, following receipt of such notice by the Sublessor, the provisions of this Section 17 shall apply with respect to such Leasehold Mortgage.

(ii) Sublessor agrees that no notice given to Sublessee subsequent to the date Sublessee's leasehold interest in the Land is encumbered by a Leasehold Mortgage is valid unless simultaneously given to the Permitted Leasehold Mortgagee at the address provided by it.

(iii) In the event of any assignment of a Leasehold Mortgage or in the event of change of address of a Permitted Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to the Sublessor.

(iv) After the Sublessor has received the notice provided for by subsection (c)(1) above, the Sublessee, upon being requested to do so by the Sublessor, shall with reasonable promptness provide the Sublessor with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage and of each amendment or other modification or supplement to such instruments.

(d) Until such time as the Leasehold Mortgages are paid in full, the Sublessor shall not consent to any termination, material amendment, modification or supplement to this Sublease unless consented to in writing by the Permitted Leasehold Mortgagees which consent will not be unreasonably delayed, conditioned or withheld.

(e) In the event there is a conflict between the terms of this Sublease and those of a Leasehold Mortgage (including but not limited to the provisions of this Sublease and those of a Leasehold Mortgage pertaining to the disposition of insurance proceeds or condemnation awards), the terms of the Leasehold Mortgage shall govern.

(f) Permitted Leasehold Mortgagee may at its option, at any time before this Sublease has been terminated as provided herein, and before the expiration of the time periods specified in Section 17(g) below, pay any of the Rent or other sums due under this Sublease, or effect any insurance, or pay any taxes or assessments, or make any repairs and improvement, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Sublease or to prevent the termination of this Sublease. Permitted Leasehold Mortgagee also shall be afforded the right, but not the obligation, to perform any other term, covenant, or condition of this Sublease to be performed by Sublessee, as well as to remedy any default by Sublessee hereunder, and Sublessor shall accept such performance by any Permitted Leasehold Mortgagee with the same force and effect as if furnished by Sublessee, provided, however, that Permitted Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Sublessor. Additionally, Sublessee may delegate irrevocably to Permitted Leasehold Mortgagee the authority to exercise any or all of Sublessee's rights hereunder, including, but not limited to the right of Permitted Leasehold Mortgagee to participate (in conjunction with or to the exclusion of Sublessee) in any proceeding, arbitration or settlement involving condemnation or eminent domain affecting Sublessee's leasehold interest in the Demised Premises, but no such delegation shall be binding upon Sublessor unless and until either Sublessee or Permitted Leasehold Mortgagee in question shall give to Sublessor a true copy of a written instrument effecting such delegation, in form required for recording. Any provision of this Sublease that gives Permitted Leasehold Mortgagee the privilege of exercising a particular right of Sublessee hereunder on condition that Sublessee shall have failed to exercise such right shall not be deemed to diminish any privilege that Permitted Leasehold Mortgagee may have, by virtue of a delegation of authority from Sublessee, to exercise such right without regard to whether or not Sublessee shall have failed to exercise such right.

(g) Sublessor shall give Permitted Leasehold Mortgagee notice in writing of any defaults by Sublessee under this Sublease, and Permitted Leasehold Mortgagee shall have thirty (30) days after receipt of such written notice from Sublessor to cure such default which is reasonably susceptible of cure. Further, as to any non-monetary default, Permitted Leasehold Mortgagee shall have thirty (30) days after receipt of such written notice from Sublessor, and a reasonable time after the expiration of said thirty (30) days if it

shall have commenced foreclosure or other appropriate proceeding in the nature thereof within said thirty (30) day period and is diligently prosecuting the same, within which to endeavor to cure such default; and notwithstanding any other provision of this Sublease, all rights (if any) of Sublessor to terminate this Sublease upon the default by Sublessee are and shall continue to be at all times while Sublessee is indebted to Permitted Leasehold Mortgagee, subject to and conditioned upon Sublessor's first having given Permitted Leasehold Mortgagee written notice of such default and Permitted Leasehold Mortgagee's failure to cure such default within the time and upon the conditions stated above after receiving such written notice of default.

(h) A Permitted Leasehold Mortgagee may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Sublease in lieu of foreclosure, and any purchaser at a foreclosure proceeding undertaken in regard to a Leasehold Mortgage may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by such foreclosure proceedings. A Permitted Leasehold Mortgagee may exercise any rights and remedies available to it under its Leasehold Mortgage without consent or approval of Sublessor.

(i) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, Sublessor shall provide written notice of such termination to Permitted Leasehold Mortgagee and shall include in the notice a statement of all sums which would be due under this Sublease at the time of termination and all other defaults of Sublessee existing at such time. Sublessor may enter into a new sublease for the Demised Premises with the Permitted Leasehold Mortgagee, for the remainder of the term, effective as of the date of such termination, at the same Rent and subject to the same covenants and agreements, terms, provisions and limitations herein contained, provided that:

(i) The Sublessor receives the Permitted Leasehold Mortgagee's written request for such new sublease within 30 days from the date that notice of such termination is received by Permitted Mortgagee and all amounts then due and owing to the Sublessor under this Sublease shall be paid coterminous with the entry into the new sublease together with any and all costs and expenses, including reasonable counsel fees, court costs and disbursements made by the Sublessor in connection with any such default and termination as well as in connection with the execution and delivery of the new sublease, less the net income collected by the Sublessor from the Demised Premises subsequent to the date of termination of this Sublease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under the new sublease; and

(ii) Upon the execution and delivery of the new sublease at the time payment is made in (i) above, all subleases which thereafter may have been assigned and transferred to the Sublessor shall thereupon be assigned and transferred without recourse by the Sublessor to the Permitted Leasehold Mortgagee, as the new Sublessee.

(j) (i) For the purposes of this Section 17, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or of the Leasehold Interest hereby created, nor shall any Permitted Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Sublease or of the Leasehold Interest hereby created so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Sublessee to be performed hereunder; however, the purchaser at any sale of this Sublease and of the Leasehold Interest hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section 17, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the



Sublessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Interest. If the Permitted Leasehold Mortgagee or its designee shall become holder of the Leasehold Interest and if the improvements on the Demised Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Permitted Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the improvements only to the extent of the net insurance proceeds received by the Permitted Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the Project or other improvements, and should the Permitted Leasehold Mortgagee or its designee choose not to fully reconstruct the improvements, such failure shall constitute an event of default under this Sublease.

(ii) Any Permitted Leasehold Mortgagee or other acquirer of the Leasehold Interest of the Sublessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the Sublessee's Leasehold Interest, without further consent of the Sublessor, sell and assign the Leasehold Interest on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Sublease; provided the Sublessor has approved such assignee, which approval shall not be unreasonably withheld, and such assignee has delivered to the Sublessor its written agreement to be bound by all of the provisions of this Sublease.

(iii) Notwithstanding any other provisions of this Sublease to the contrary, any sale of this Sublease and of the Leasehold Interest hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Sublease and of the Leasehold Interest hereby created in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Sublease and of the Leasehold Interest hereby created.

(k) The Sublessor shall give each Permitted Leasehold Mortgagee prompt notice of any legal proceedings between the Sublessor and the Sublessee involving obligations under this Sublease. Each Permitted Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, the Sublessor shall give the Permitted Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on the Permitted Leasehold Mortgagee.

(l) Intentionally Omitted.

(m) The Sublessor shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of Sublessee's Leasehold Interest or permitted subletting by the Sublessee), within ten (10) days after written request from the Sublessee or Permitted Leasehold Mortgagee to do so, certify by written instrument duly executed and acknowledged to any Permitted Leasehold Mortgagee or purchaser, or proposed leasehold mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Sublease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Sublease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any known offsets, counterclaims or defenses hereto on the part of the Sublessee; (v) as to the commencement and expiration dates of the term of this Sublease; and (vi) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Sublessee and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Sublessor.

(n) Notices from the Sublessor to the Permitted Leasehold Mortgagee shall be mailed to the address furnished to the Sublessor, and those from the Permitted Leasehold Mortgagees to the Sublessor shall be mailed to the address designated pursuant to the provisions of Section 17(c)(i). Such notices, demands and requests shall be given in the manner described in Section 16 and shall in all respects be governed by the provisions of that section.

(o) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, the Sublessor shall give prompt notice thereof to each Permitted Leasehold Mortgagee who has made the request referred to in Section 17(c).

18. Investor. The following shall apply with respect to the Sublessee's Investor (the "Investor"):

(a) The Sublessor agrees to accept payment or performance by the Investor as though the Sublessee had done the same, and the Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Sublease.

(b) The Sublessor agrees to give the Investor, at the address to be provided by the Investor, a written copy of all notices and demands that the Sublessor gives to the Sublessee.

(c) The Sublessor shall not terminate this Sublease if:

(i) At the time of the Event of Default, the Sublessor or Sublessor's member is the Sublessee's general partner or managing member, of the Sublessee's general partner or managing member;

(ii) Within thirty (30) days after the Investor's receipt of notice, the Investor (A) cures the Event of Default, or (B) if the Event of Default reasonably requires more than thirty (30) days to cure, commences to cure the Event of Default and diligently prosecutes the same to completion, but completes the cure within ninety (90) days; or

(iii) If the Event of Default cannot be cured by payment or expenditure of money, and the Investor (A) initiates other appropriate proceedings to remove and replace the general partner or managing member as provided in the Sublessee's amended and restated partnership or operating agreement (the "Governing Agreement") within thirty (30) days after receipt of notice, (B) cures all other Events of Default, (C) complies with all other covenants and conditions of this Sublease capable of compliance, and (D) continues to pay all real property taxes and assessments, and insurance premiums to be paid by the Sublessee under this Sublease, then the Investor shall then have thirty (30) days following the date on which the Investor or its nominee is able to become the replacement general partner or managing member of the Sublessee, to cure such Event of Default. Notwithstanding anything contained herein to the contrary, if any such Event of Default, by its nature, is such that it cannot practicably be cured within said thirty (30) day period, then the Investor shall have such time as shall be reasonably necessary to cure the Event of Default provided that the Investor commences such cure within said thirty (30) day period and thereafter diligently prosecutes the cure to completion.

(d) The Sublessor agrees to accept performance by the Investor of all cures, conditions and covenants as though performed by the Sublessee, and agrees to permit the Investor access to the Demised Premises to take all such actions as may be necessary or useful to perform the Sublessee's covenants under this Sublease or to cure an Event of Default of the Sublessee.

(e) If the Investor elects any of the above-mentioned options, then upon the Investor's or its nominee's acquisition of the general partner or managing member interest under the Governing

Agreement, this Sublease shall continue in full force and effect during the 15-year tax credit compliance period, provided that, if the Investor elects the option provided in Section 18(C)(iii) above, then upon the Investor's acquisition of the general partner or managing member interest under the Governing Agreement, the Investor shall cure all prior Events of Default of the Sublessee under this Sublease that are reasonably capable of being cured by an Investor within the time set forth in Section 18(C)(iii) above. If the Investor commences an action as set forth in Section 18(C)(iii), and thereafter the Sublessee cures such Events of Default (which cure the Sublessor shall be obligated to accept) and the Investor then terminates all proceedings under the option in Section 18(C)(iii) above, then this Sublease shall remain in full force and effect between the Sublessor and the Sublessee during the 15-year tax credit compliance period.

(f) During the 15-year tax credit compliance period the Sublessor and the Sublessee shall not agree between themselves to any material amendment, modification or supplement to this Sublease without the prior written consent of the Investor, which consent will not be unreasonably delayed, conditioned or withheld.

(g) So long as the Investor is prevented by injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Sublessee, from commencing or prosecuting the replacement of the general partner or managing member pursuant to the terms of the Governing Agreement or other appropriate proceedings in the nature thereof, the Investor shall not be deemed for that reason to have failed to commence such proceedings or to have failed to diligently prosecute such proceedings, provided that the Investor use reasonable efforts to contest and appeal the issuance or continuance of any such process, stay or injunction.

(h) Notwithstanding anything to the contrary set forth elsewhere in this Sublease, the Sublessor and the Sublessee hereby acknowledge and agree that the Investor shall be deemed a third-party beneficiary of the provisions of this Sublease which specifically grant the Investor rights and/or benefits, including, without limitation, those provisions which entitle the Investor to receive notice and exercise the right to cure. In connection therewith, the Investor may seek any and all remedies available to the Investor in order to enforce such provisions.

19. Miscellaneous. This Sublease shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and permitted assigns. This Sublease is governed by and shall be interpreted in accordance with the laws of the State of Florida. Neither this Sublease nor any provisions hereof or of the Master Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

20. Grant of Quiet Enjoyment. Sublessee, upon paying the Rent and Sublease Rent and performing in accordance with the terms, agreements, and provisions of this Sublease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Sublease without interruption, disturbance, hindrance or molestation by Sublessor or by anyone claiming by, through or under Sublessor.

21. Recording. Omitted.

22. Sublessor's Covenants. Omitted.

23. Cooperation. Sublessor shall, from time to time, upon request from Sublessee, execute and deliver or cause to be made, executed and delivered to Sublessee, such further assurances and other documents as may be necessary or desirable in order to effectuate and/or complete the purposes and intents of this Sublease.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

Witness: Cynthia V. Bradley  
Print Name: CYNTHIA V. BRADLEY

Witness: [Signature]  
Print Name: Nicole Bradley

**SUBLESSOR:**


**ELITE NARANJA GRAND, INC.**  
a Florida Profit Corporation

By: [Signature]  
Name: Roosevelt Bradley  
President

Date: 09-29-2021

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

Witness:   
Print Name: Dilia Tabora

Witness:   
Print Name: CECILIA A PECQUET

**SUBLESSEE:**

**NARANJA GRAND II, LLC**  
a Florida limited liability company

By: HTG Naranja Grand II Manager, LLC, a Florida  
limited liability company, its Manager

By:   
Matthew Rieger, Manager  
Date: 10/18/2021

**EXHIBIT "A" TO SUBLEASE  
LEASED PROPERTY - LEGAL DESCRIPTION**

*A PORTION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*Commence at the Northeast corner of the Northeast 1/4 of Section 4, Township 57 South, Range 39 East; thence S 89°10'05"W, along the North line of said Northeast 1/4 of Section 4, for a distance of 432.95 feet; thence S00°01'44"W, for a distance of 40.00 feet to the intersection with the Southerly Right of Way of Southwest 280th Street being the Point of Beginning of the herein described Tract of land; thence continue N89°10'05"E, along said Southerly Right of Way line of 280th Street (which is 40 feet from and parallel to the South of the Northerly line of said Northeast 1/4 of Section 4), for a distance of 367.55 feet to the point of curvature of a circular curve to the right having as its elements a central angle of 90°52'35", a radius of 25 feet and a chord length of 35.62 feet; thence Easterly Southwesterly along the arc of said curve to the right, an arc distance of 39.65 feet to the point of tangency on "the Westerly Right of Way line of Southwest 147th Avenue; thence S00°02'40"W, along said Westerly Right of Way line of Southwest 147th Avenue (which is 40 feet from and parallel to the West of the East line of said Northeast 1/4 of Section 4), a distance of 598.67 feet; thence S89°11'47"W, for a distance of 292.75 feet; thence N00°01'44"E, a distance of 143.87 feet; thence S89°11'47"W, a distance of 100.01 feet; thence N00°01'44"E, a distance of 479.99 feet, to the Point of Beginning.  
Containing 5.29 Acres more or less.*

**EXHIBIT "B" TO SUBLEASE**

**DEMISED PREMISES**

**PHASE I - LEGAL DESCRIPTION**

The Northern 3.94 acres of the Leased Property described in Exhibit A.


This Exhibit B shall be substituted by a certified surveyor's Legal Description that both parties shall agree to, at any time prior to the Commencement Date.

**CONSENT BY LANDLORD**

The undersigned Landlord and fee owner, **ELITE EQUITY DEVELOPMENT, INC.**, a Florida Profit Corporation, as Landlord under that certain Ground Lease dated August 18th, 2021 (the "Master Lease") by and between Landlord and **ELITE NARANJA GRAND, INC.**, a Florida Profit Corporation (hereinafter called the "Sublessor"), hereby consents to the foregoing Sublease Agreement dated September 28th, 2021 by and between Sublessor and **NARANJA GRAND II, LLC**, a Florida limited liability company (hereinafter called the "Sublessee"), upon the express understanding that:

1. Nothing contained in the Sublease shall be taken or construed to in any way modify, alter, waive or affect any of the terms, covenants, or conditions contained in the Master Lease with Tenant; and
2. There shall be no further assignment of the Master Lease, except in accordance with the terms and conditions of the Master Lease.

**ELITE EQUITY DEVELOPMENT, INC.**  
a Florida Profit Corporation

By:   
Roosevelt Bradley, Director

Date: 09-29-2021

Naranja Grand II



## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "*Lease*") is entered into as of the 18 day of August, 2021 (the "*Effective Date*") between ELITE EQUITY DEVELOPMENT, INC., a Florida Profit Corporation ("*Landlord*") and ELITE NARANJA GRAND, INC., a Florida Profit Corporation ("*Tenant*").

### RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, that certain real property owned by Landlord located in unincorporated Miami-Dade County, Florida depicted on Exhibit "A" (the "*Leased Premises*").

B. Landlord and Tenant intend to develop the Leased Premises with a multifamily mixed income project generally consisting of up to 450 housing units together with parking and related amenities (collectively, the "*Development*"). The Development and all future improvements on the Leased Premises shall be developed, constructed, operated and owned by the Tenant during the term of this Lease.

C. Landlord and Tenant desire to enter into this Lease to evidence their agreement related to Tenant's right to lease the Leased Premises.

### LEASE

NOW, THEREFORE, in consideration of the Leased Premises, the foregoing Recitals, which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Landlord and Tenant do hereby covenant, represent, warrant, and agree as follows:

1. Grant of Lease. As of the "*Commencement Date*" (as defined below), Landlord conveys and leases to Tenant, and Tenant accepts and leases from Landlord, the Leased Premises, together with all easements and rights-of-way pertaining thereto. Tenant shall have the right to lease the Leased Premises for and during the "*Term*" (as defined below). Tenant shall use the Leased Premises for the development and operation of the Development.

2. Term.

(a) This Lease shall be effective as of the Effective Date, but the term shall commence on the Commencement Date and expire at 11:59 p.m. on the seventy-fifth (75<sup>th</sup>) anniversary of the Commencement Date (the "*Term*"), unless this Lease is terminated earlier pursuant to the provisions contained herein. For purposes of this Lease, the "*Commencement Date*" shall be the closing date of Tenant's construction financing for the Development. Tenant's right to take physical possession of the Leased Premises shall begin on the Commencement Date.

(b) Before the Commencement Date, Tenant will be allowed to conduct necessary due diligence investigations on the Leased Premises, at Tenant's cost.

(c) For purposes of this Lease, the term "*Lease Year*" means the twelve (12) consecutive month period beginning on the Commencement Date and each twelve (12) consecutive month period thereafter throughout the remainder of the Term.

(d) Tenant will pursue an allocation federal low income housing tax credits from the Florida Housing Finance Corporation under Section 42 of the Internal Revenue Code of 1986, as amended ("**Housing Credits**"), in an amount sufficient, in Tenant's sole and absolute discretion, to enable Tenant to make the Capital Lease Payment (as hereinafter defined) and construct the Development.

(e) If Housing Credits are achieved, the Development (or portions of the units and/or improvements) shall be subject to a certain Land Use Restriction Agreement for affordable housing or workforce housing and/or an Extended Low-Income Housing Agreement to be entered into between the Florida Housing Finance Corporation and Tenant and recorded among the land records of Miami-Dade County (the "**Tax Credit Restrictive Covenant**") with respect to those units that will be restricted or set aside for certain income levels (the "**Tax Credit Units**"). Landlord acknowledges that the Leased Premises may be subject to the Tax Credit Restrictive Covenant and other reasonable documentation required by Tenant's financing to be approved by Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

3. **Rent.** During the Term, Tenant covenants and agrees to pay Landlord rent as follows:

**Capital Lease Payment.** Tenant hereby agrees to pay to Landlord a capitalized lease payment in the amount of \$2,000,000.00 (the "Capital Lease Payment"). Fifty Percent (50%) of the Capital Lease Payment (the "Initial Capital Lease Payment"), shall be payable at the time of the closing of the Construction Loan of the first phase with the remainder to be paid at the time of the closing of the first phase Permanent Loan (the "Final Capital Lease Payment").

4. **Right to Construct the Development.**

(a) After the Commencement Date and any necessary government approvals, Tenant shall have the right to demolish current structures on the Leased Premises to start construction of the Development and for that purpose Landlord does not have any agreements that would prevent such demolition or construction.

(b) Tenant shall commence construction of the Development no later than ninety (90) days after the Commencement Date and shall substantially complete construction of the Development within twenty-four (24) months thereafter. The foregoing limitation of time for the completion of the Development may be extended by written agreement between Landlord and Tenant, with both parties agreeing to act reasonably and in good faith with regards to any such extension.

(c) The Development shall be constructed in a good and workmanlike manner and in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations (collectively, "**Applicable Laws**") of all governmental entities having jurisdiction over the Project (collectively, "**Governmental Authorities**"), including, but not limited to, Landlord and the U.S. Department of Housing and Urban Development.

(d) Tenant shall apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses (collectively, "**Approvals**") required by any Governmental Authorities for the construction, development, zoning, use, and occupation of the Development. Landlord agrees to cooperate with, and publicly support, Tenant's

efforts to obtain such Approvals; provided, however, that such Approvals shall be obtained at Tenant's sole cost and expense.

(e) Landlord and Tenant acknowledge and agree that Tenant shall be the owner of all improvements constructed on the Leased Premises during the Term, and as such, shall be entitled to all depreciation deductions, Housing Credits or other benefits for income tax purposes relating to said improvements.

5. Forced Delay in Performance. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall not be deemed to be in default under this Lease where delay in the construction or performance of its obligations under this Lease is caused by war, revolution, labor strikes, lockouts, riots, pandemics, floods, earthquakes, fires, casualties, acts of God, governmental restrictions, embargoes, litigation beyond the control of the tenant (excluding litigation between Landlord and Tenant related to this Lease), tornadoes, hurricanes, acts or failures to act by Landlord, delays in obtaining Approvals caused by any Governmental Authorities, or any other causes beyond the reasonable control of Tenant. The time of performance hereunder shall be extended for the period of any delays caused or resulting from any of the foregoing causes.

6. Landlord's Representations and Warranties. Landlord hereby represents, warrants and covenants to Tenant on the Effective Date and as of the Commencement Date as follows (i) Landlord has the power and authority to execute, deliver and perform its obligations under this Lease, (ii) Landlord has obtained all authorizations and approvals which are necessary for it to execute, deliver, and perform its obligations under this Lease, and (iii) the person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

7. Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord on the Effective Date and as of the Commencement Date as follows:

(a) Tenant is, and as of the Commencement Date will be, a duly organized, lawfully existing limited liability company and is in good standing under the laws of the State of Florida;

(b) Tenant (i) has, and as of the Commencement Date will have, the power and authority to own its properties and assets, to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Lease and (ii) has, and as of the Commencement Date will have, obtained all company authorizations and approvals which are necessary for it to execute, deliver, and perform its obligations under this Lease;

(c) There is no action, suit, litigation or proceeding pending or, to the best of Tenant's knowledge, threatened against Tenant which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder; and

(d) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

8. Landlord Access to the Leased Premises and Right of Inspection. During the Term, Landlord or its duly appointed agents shall have the right, at all reasonable times upon the furnishing of reasonable notice under the circumstances (except in an emergency, when no notice shall be necessary), to enter upon the Leased Premises to examine and inspect the Development.

Tenant hereby covenants to execute, acknowledge, and deliver all such further documents, and do all such other acts and things, necessary to grant to Landlord such right of entry.

9. Insurance and Performance Bonds.

(a) Prior to the commencement of construction of the Development, Tenant shall furnish to Landlord an "All Risk Builder's Risk Completed Value Form" for the full completed insurable value of the Leased Premises and in form satisfactory to any mortgage lien holders secured against the Leased Premises.

(b) During the Term, Tenant shall obtain and maintain at its sole expense a comprehensive general liability insurance policy(ies) insuring against the risk of loss resulting from accidents or occurrences on or about or in connection with, the development, construction, and operation of the Development, or in connection with, or related to, this Lease.

(c) Prior to the commencement of construction of the Development, Tenant shall furnish a certificate to Landlord from an insurance company(ies) naming Landlord as an additional insured under insurance policy(ies) obtained by Tenant as required by this Lease and confirming that Tenant and the general contractor of the Development are covered by public liability, automobile liability, and workers' compensation insurance policies satisfactory to Landlord.

(d) Tenant agrees to cooperate with Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to Landlord in connection with this Lease.

(e) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Leased Premises shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Development, naming Landlord as an additional insured thereunder and shall insure the Leased Premises in an amount not less than the full replacement value of Development on the Leased Premises. Tenant hereby agrees that all insurance proceeds from the All Risk Builder Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Development.

(f) If the Leased Premises are located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered by Tenant to Landlord, providing coverage in the maximum amount reasonably necessary to insure against the risk of loss from damage to the Leased Premises caused by a flood.

(g) Neither Landlord, nor Tenant, shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefitting the party suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

(h) Tenant will cause the contractor, at its sole expense, to obtain and keep in force during the construction of the Development on the Leased Premises, performance bonds, materials payment bonds, and labor payment bonds, in an amount equal to one hundred percent (100%) of the contract sum of the Development on the Leased Premises

reasonably satisfactory to Landlord. The payment and performance bonds required of Tenant hereunder will be delivered to Landlord.

10. Taxes. During the Term, Tenant shall (a) be liable for the payment of all real estate taxes, special assessments, and any other taxes, levies, or impositions charged by an appropriate taxing authority with respect to the Leased Premises and (b) if the State of Florida or any other Governmental Authorities assess or levy a tax against Landlord on the Annual Rent or Base Rent payable under this Lease, Tenant shall pay and discharge such taxes levied against Landlord if Landlord is not exempt from such tax.

11. Utilities. During the Term, Tenant shall pay the cost of all utilities used, provided, or supplied upon, or in connection with, the development, construction, and operation of the Development, including, but not limited to, all charges for gas, electricity, telephone and other communication services, water and sewer service charges, and all sanitation fees or charges levied or charged against the Leased Premises.

12. Assignment of Lease by Tenant. Tenant has no right, without the prior written consent from Landlord (which consent shall not be unreasonably delayed, conditioned, or withheld), to assign, convey, or transfer any legal or beneficial interest in Tenant's estate hereunder, except that Tenant may, without Landlord's consent, assign, or mortgage its interest in this Lease as provided in Section 19 hereof.

13. Assignment of Lease by Landlord. Landlord has the right to assign its interest in this Lease without Tenant's prior written consent; however, Landlord must provide written notice to Tenant prior to such assignment. Tenant hereby agrees to accept Landlord's assignee and to continue to comply with all of the obligations, covenants, and conditions of Tenant under this Lease throughout the remainder of the Term.

14. Subleases. Tenant shall have the right to sublease any part of the Premises or to partially assign this Lease with respect to any part of the Premises (in either case, referred to herein as a Sublease) to an entity that is a Qualified Assignee, subject to the approval and consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. No Sublease shall relieve Tenant of any obligations under the terms of this Lease unless a release is granted by Landlord with respect to the portion of the Premises so subleased or assigned. Additionally, each Sublease must be for a use compatible with the Permitted Use. Tenant must give written notice to Landlord specifying the name and address of any Sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease. Tenant shall provide Landlord with copies of all Subleases entered into by Tenant. Landlord agrees to grant non-disturbance agreements for any Sublessee which will provide that in the event of a termination of this Lease due to an Event of Default committed by the Tenant, such Sublessee will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant, provided that the Sublessee shall be in compliance with the terms and conditions of its Sublease; and the Sublessee shall agree to attorn to Landlord. Landlord further agrees that it will grant such assurances to such Sublessee so long as it remains in compliance with the terms of its Sublease, and provided further that any such Sublease does not extend beyond the expiration of the Term of this Lease

15. Eminent Domain. In the event of a condemnation or taking of any portion of the Leased Premises by any Governmental Authorities having the power of eminent domain, Landlord and Tenant agree as follows:

(a) Total Taking. This Lease shall be terminated if (i) the entire Leased Premises is taken by the exercise of the power of eminent domain or (ii) in the event of a partial taking, the remaining portion of the Leased Premises is rendered unusable for Tenant's use or occupancy as the result of such partial taking, in Landlord's and Tenant's reasonable opinion. Upon termination of this Lease pursuant to the provisions of this paragraph, Tenant and Landlord shall be released from their obligations under this Lease, effective on the date title to the Leased Premises is transferred to the condemning Governmental Authority.

(b) Partial Taking. This Lease shall continue in effect if, in the event of a partial taking of the Leased Premises, the remaining portion of the Leased Premises remains reasonably tenantable in Landlord's and Tenant's reasonable opinion.

(c) Award. If there is a taking, whether whole or partial, Landlord and Tenant shall be entitled to receive and retain such separate awards as may be allocated to their respective interests in any condemnation proceedings; provided, however, if such taking occurs prior to the Commencement Date, Landlord shall be entitled to receive and retain the entire condemnation award.

d) Determinations. If Landlord and Tenant cannot agree in respect to any matters to be determined under this section, a determination shall be requested of the court having jurisdiction over the taking.

16. Default by Tenant. The following shall constitute an "*Event of Default*" by Tenant under this Lease:

(a) Failure of Tenant to timely pay the Initial Capital Lease Payment or the Final Capital Lease Payment, or any other charge due hereunder, and such default continues for thirty (30) days after written notice from Landlord; or

(b) Failure of Tenant to comply with the material terms, conditions, or covenants of this Lease that Tenant is required to observe or perform (other than the monetary obligations referenced in Section 16(a) above) and such breach continues for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the cure cannot reasonably be effected within such thirty 30-day period, the cure period shall be extended for such additional time as may be required for Tenant to cure such breach (but in no event longer than one hundred twenty (120) days after written notice of the breach from Landlord to Tenant) so long as Tenant has commenced cure actions during the initial 30-day cure period and diligently pursues the cure during the extended cure period; or

(c) This Lease or the Leased Premises or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy; or

(d) A breach or termination by Tenant (or any affiliate of Tenant) of any written agreement relating to the development of the Development between Tenant (or an affiliate of Tenant) and Landlord that continues for a period of thirty (30) days after written

notice from Landlord of such breach; provided, however, that if the cure cannot reasonably be effected within such thirty (30) day period, the cure period shall be extended for such additional time as may be required for Tenant to cure such breach (but in no event longer than 120 days after written notice from Landlord to Tenant) so long as Tenant has commenced cure actions during the initial 30-day cure period and diligently pursues the cure during the extended cure period; or

(e) Filing, by the Tenant, of a voluntary petition for bankruptcy or a voluntary petition seeking reorganization, or initiating, by the Tenant, of a plan or an arrangement with or for the benefit of Tenant's creditors; or

(f) Applying for or consenting to, by the Tenant, the appointment of a receiver, trustee or conservator for any portion of Tenant's property under this lease, or having such appointment made without Tenant's consent, and not removed within ninety (90) days; or

(g) After Commencement Date, abandonment of the Development or vacation of the Leased Premises by Tenant for a period of more than ninety (90) consecutive days.

17. Remedies. If Tenant fails to cure an Event of Default within the time provided, Landlord shall have the right to terminate this Lease, at which point the Term shall be deemed to have expired, Tenant's right to possession of the Leased Premises will cease, and the estate conveyed by this Lease to Tenant will revert to Landlord; provided, however, if such Event of Default shall occur prior to the Commencement Date, Landlord's remedy shall be to receive the Escrow Deposit as its sole and exclusive remedy.

18. Indemnity.

(a) During the term of this Lease, Tenant agrees to indemnify, save, and hold Landlord harmless from and against any and all damages, claims, losses, liabilities, costs, remediation costs, and expenses, including but not limited to, reasonable legal, accounting, consulting, engineering, and other expenses, which may be asserted against, imposed upon or incurred by Landlord, its successors and assigns, by any person or entity and caused by the Tenant's construction, development, or operation of the Development, including liability arising out of or in connection with any and all federal, State, and local "*Environmental Laws*" (as defined below). Notwithstanding anything to the contrary contained herein, Tenant's obligation to indemnify the Landlord expressly excludes any liability relating to any matters affecting the Leased Premises resulting from activities occurring prior to Tenant taking possession of the Leased Premises. Landlord agrees to indemnify Tenant for any liability costs Tenant may incur due to damage to the Leased Premises resulting from acts or omissions of Landlord or its employees, agents, independent contractors or invitees.

(b) For the purpose of this Lease, the term "*Environmental Laws*" as used herein means all federal, state or commonwealth, and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, health, safety, or the environment whether now or in the future enacted, promulgated or issued, including, but not limited to the following: Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 741 et seq. The Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986; The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; The Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; The Clean Water Act, 33 U.S.C. § 1317 et seq.; The Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; The Hazardous Materials Transportation Act, The Marine Protection, Research and Sanctuaries Act; and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6991-6991 i; and each as further amended from time to time and all regulations promulgated thereunder.

19. Right to Encumber the Leased Premises.

(a) During the Term, Landlord shall not encumber its interest in the Leased Premises.

(b) Tenant shall have the right to grant one or more mortgages encumbering its leasehold interest in the Leased Premises, and Landlord agrees that it shall enter into such amendments to this Lease as may be reasonably requested by any leasehold mortgagee in furtherance thereof; provided, however, that Landlord's fee estate in the Leased Premises shall not be subject to such leasehold mortgage or any related mortgage document.

20. Quiet Possession. Tenant shall, and may peaceably and quietly have, hold, and enjoy the Leased Premises during the Term, provided that Tenant pays the rent and performs all the covenants and conditions of this Lease that Tenant is required to perform.

21. Compliance with Applicable Laws.

(a) During the Term, Tenant agrees to comply with all Applicable Laws related to the use or occupancy of all, or any part of, the Leased Premises.

(b) Tenant shall, at its sole expense, obtain all necessary Approvals to operate the Development on the Leased Premises. Landlord shall cooperate with Tenant fully to help Tenant obtain all necessary Approvals required to operate the Development on the Leased Premises; provided; however, that the costs of obtaining such Approvals are paid by Tenant.

22. Construction Liens.

(a) At all times during the Term, Tenant agrees to keep the Leased Premises free of construction liens, mechanics liens, materialmen's liens, and other similar type of liens; and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims and expenses related thereto, including reasonable attorneys' fees, and other costs and expenses incurred by Landlord on account of any such claim or lien.

(b) Within twenty (20) business days of Landlord delivering notice to Tenant that a lien has been filed against the Leased Premises on account of labor or material furnished in connection Tenant's development of the Development, Tenant shall either (i) discharge the lien filed against the Leased Premises, or (ii) post a bond with the clerk of the court of competent jurisdiction, with instructions to apply the bond towards payment of the lien if it is upheld upon final judgment or return the bond to Tenant if the lien is discharged. Landlord may discharge the lien by paying the amount of the claim due or posting a bond with the applicable clerk of court if Tenant fails to do so within the time



required under this Lease, and Tenant shall reimburse Landlord upon demand for the costs it incurred to pay or have the lien discharged. Such amounts due from Tenant shall be charged as Additional Rent under the terms of this Lease.

23. Notices. Any notice required by this Lease shall be delivered to the following parties at the following addresses:

If to Landlord: Elite Equity Development, Inc.  
7942 NW 164<sup>th</sup> Terrace.  
Miami Lakes, Florida 33016  
Attention: Roosevelt Bradley, Director  
Phone: 305-335-1469  
Email: rbradley@mavenstrategiesllc.com

If to Tenant: Elite Naranja Grand, Inc.  
7942 NW 164<sup>th</sup> Terrace.  
Miami Lakes, Florida 33016  
Attention: Roosevelt Bradley, President  
Phone: 305-335-1469  
Email: rbradley@mavenstrategiesllc.com

If to Escrow Agent: Richard E. Deutch, Jr., Esq  
Stearns Weaver Miller Weissler Alhadeff & Sitterson,  
P.A.  
150 West Flagler Street, Suite 2200  
Miami, FL 33130  
Direct: 305-789-4108  
Main: 305-789-3200  
Fax: 305-789-2613  
Email: rdeutch@stearnsweaver.com

Any notice required or permitted to be delivered under this Lease shall be deemed to be given and effective when (a) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (b) sent, if sent by a nationally recognized overnight carrier, or (c) received, if delivered personally, provided that all charges have been prepaid and the notice is addressed to the party(ies) as set forth above. The time period for a response to a notice shall be measured from date of receipt or refusal of delivery of the notice. Notices given on behalf of a party by its attorney shall be effective for and on behalf of such party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Each party shall have the right to specify that notice be addressed to another address by giving to the other party ten (10) days' written notice thereof.

24. Waiver. The rights and remedies of Landlord under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. No waiver by Landlord of any violation or breach of any of the terms, provisions, and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants contained herein. Forbearance by Landlord to enforce one or more of the remedies provided herein upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

Acceptance of any installment of rent by Landlord subsequent to the date it is due shall not alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof.

25. Applicable Law. This Lease shall be construed under the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

26. Interpretation. The words "*Landlord*" and "*Tenant*" as used herein, shall include, apply to, bind and benefit, as the context permits or requires, the parties executing this Lease and their respective successors and assigns. Wherever the context permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular numbers shall be construed to include the plural.

27. Captions and Gender. The headings and captions contained in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Lease, nor of any provision contained herein. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neutral adjectives one another.

28. Care of the Leased Premises. Tenant shall take good care of the Leased Premises and prevent waste. All damage or injury to the Leased Premises shall be promptly repaired by Tenant at its expense throughout the Term. Notwithstanding the foregoing sentences, Tenant shall have no obligation to repair or restore any damage to the Leased Premises resulting from acts or omissions of Landlord or its employees, agents, independent contractors, or invitees, and Landlord hereby indemnifies Tenant for any liability costs that Tenant may incur due to such damage, with such indemnity to survive expiration of the Term of this Lease.

29. Net Lease. This is a "*Net Lease*" and Landlord shall have no obligation to provide any services, perform any acts, or pay any expenses, charges, obligations or costs of any kind related to the construction, development, and operation of the Development on the Leased Premises. During the Term, Tenant hereby agrees to pay any and all Operating Expenses of the Leased Premises. For purposes of this Lease, the term "*Operating Expenses*" shall mean all ordinary and necessary operating expenses (including real estate taxes for the Development on the Leased Premises, property insurance for the Leased Premises (exclusive of any personal property located thereon), and replacement and maintenance reserves or accruals required by generally accepted accounting principles) and other reserves and accruals that are required to operate, maintain, and keep the Leased Premises (including the Development) in a neat, safe and orderly condition. If Landlord elects to take possession of the Leased Premises after an Event of Default under this Lease and Landlord or its agents operate and manage the Leased Premises, any and all Operating Expenses incurred in excess of rents generated by the Leased Premises shall be paid by Tenant upon receipt of a demand by Landlord. It is specifically understood and agreed that Landlord shall have no obligation under this Lease to expend any monies with regard to the Leased Premises during the Term of this Lease or any extensions thereof.

30. Surrender of Leased Premises. Upon the expiration of the Term, Tenant shall surrender possession of the Leased Premises, along with all alterations, additions, and improvements thereto, to Landlord in good condition and repair, reasonable wear and tear and damage by casualty excepted. Tenant shall remove all its personal property not required to be surrendered to Landlord from the Leased Premises before surrendering possession to Landlord, and shall repair any damage to the Leased Premises caused by the removal of Tenant's personal property.

Any personal property remaining in the Leased Premises at the expiration of the Lease Term shall become property of Landlord and Landlord shall not have any liability to Tenant under any circumstances. Tenant expressly waives the benefit of any Applicable Laws requiring notice from Landlord to vacate the Leased Premises at the end of the Term. Tenant acknowledges and agrees that upon the expiration of the Term any and all rights and interests it may have either at law or in equity to the Leased Premises shall immediately cease.

31. Alterations. After construction of the Development has been completed, Tenant shall have the right to make such changes and alterations to the Leased Premises deemed necessary or desirable by the parties. If Landlord's approval is required for changes or alterations to the Leased Premises, its approval shall not be unreasonably delayed, conditioned, or withheld.

32. Amendment and Reinstatement of this Lease. Parties understand that this Lease will be amended and reinstated to further adapt the terms of this Lease with any funding requirements and to finalize the negotiation of additional terms and conditions to further define details of the Development. Any modifications, alterations, or changes must be executed by a written agreement of both Landlord and Tenant.

33. Partial Invalidity. If any part of this Lease is invalid or unenforceable under applicable laws, such portions shall be deemed deleted from this Lease and the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

34. Binding Obligation. This Lease has been duly and validly executed and delivered by Landlord and Tenant and constitutes a legal, valid and binding obligation of Landlord and Tenant enforceable in accordance with its terms.

35. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, Email or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party.

36. Entire Agreement. This Lease constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between Landlord and Tenant with respect to the subject matter thereof.

[\*SIGNATURES ARE ON THE FOLLOWING PAGE\*]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first written above.

**WITNESS:**

*Cynthia V. Bradley*  
Print Name: Cynthia V. Bradley

*Nicole Bradley*  
Print Name: Nicole Bradley

**LANDLORD:**

ELITE EQUITY DEVELOPMENT, INC.  
a Florida Profit Corporation

By: *Roosevelt Bradley*  
Roosevelt Bradley, Director

Date: 08/18/2021

**WITNESS:**

*Cynthia V. Bradley*  
Print Name: Cynthia V. Bradley

*Nicole Bradley*  
Print Name: Nicole Bradley

**TENANT:**

ELITE NARANJA GRAND, INC.  
a Florida Profit Corporation

By: *Roosevelt Bradley*  
Roosevelt Bradley, President

Date: 08/18/2021

**Exhibit "A"**

**LEGAL DESCRIPTION OF LEASED PREMISES**

*A PORTION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*Commence at the Northeast corner of the Northeast 1/4 of Section 4, Township 57 South, Range 39 East; thence S 89°10'05"W, along the North line of said Northeast 1/4 of Section 4, for a distance of 432.95 feet; thence S00°01'44"W, for a distance of 40.00 feet to the intersection with the Southerly Right of Way of Southwest 280th Street being the Point of Beginning of the herein described Tract of land; thence continue N89°10'05"E, along said Southerly Right of Way line of 280th Street (which is 40 feet from and parallel to the South of the Northerly line of said Northeast 1/4 of Section 4), for a distance of 367.55 feet to the point of curvature of a circular curve to the right having as its elements a central angle of 90°52'35", a radius of 25 feet and a chord length of 35.62 feet; thence Easterly Southwesterly along the arc of said curve to the right, an arc distance of 39.65 feet to the point of tangency on "the Westerly Right of Way line of Southwest 147th Avenue; thence S00°02'40"W, along said Westerly Right of Way line of Southwest 147th Avenue (which is 40 feet from and parallel to the West of the East line of said Northeast 1/4 of Section 4), a distance of 598.67 feet; thence S89°11'47"W, for a distance of 292.75 feet; thence N00°01'44"E, a distance of 143.87 feet; thence S89°11'47"W, a distance of 100.01 feet; thence N00°01'44"E, a distance of 479.99 feet, to the Point of Beginning.  
Containing 5.29 Acres more or less.*

# Exhibit E



CFN 2020R0661804  
 OR BK 32198 Pgs 972-978 (7Pgs)  
 RECORDED 11/16/2020 16:53:51  
 DEED DOC TAX \$0.60  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:  
 Terrence A. Smith  
 Assistant County Attorney  
 Miami-Dade County Attorney's Office  
 111 N.W. 1<sup>st</sup> Street, Suite 2810  
 Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**COUNTY DEED**

THIS COUNTY DEED (the "Deed"), made this 16<sup>th</sup> day of November 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128-1963, and **ELITE EQUITY DEVELOPMENT, INC.**, a Florida profit corporation ("Elite"), whose address is 7942 NW 164th Terrace, Miami Lakes, Florida 33016, or its successors and assigns.

*WITNESSETH* that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Elite, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Elite, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "property"):

*As legally described in Exhibit "A" attached hereto and made a part hereof*

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions (collectively the "deed restrictions"):

1. That the property shall be developed as affordable and workforce housing as set forth in section 125.379, Florida Statutes, and such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes shall not exceed 120% of area median income.
2. That at financial closing Elite and if the Elite shall cause the property to be developed with affordable or workforce rental housing, then Elite shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the property.

3. That the property shall be developed within two years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which Elite must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Elite must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
4. That for any of the property located within the HOPE VI Target Area (hereinafter "Target Area"), Elite shall comply with the requirements set forth in Resolution No. R-1416-08, including, but not limited to, providing former Scott/Carver residents the right of first refusal on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for Elite to notify these residents of the availability of homeownership opportunities.
5. That Elite shall not assign or transfer its interest in the property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners.
6. That Elite shall pay real estate taxes and assessments on the property or any part thereof when due. Elite shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Elite may encumber the property with:
  - a. Any mortgages in favor of any institutional or government lender or any investor or for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by Elite (together, the "Improvements") as determined by an appraiser selected by Elite; and



- b. Any mortgage(s) in favor of any institutional lender or investor refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements”) as determined by an appraiser selected by Elite.
- c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the encumbrances permitted under this paragraph or any change in ownership, and shall apply to the “successors heirs and assigns” of Elite.

- 7. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 6(a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by Elite, stating the value of the property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
- 8. If in the sole discretion of the County, (a) Elite ceases to exist prior to sale or rental of the housing contemplated herein; (b) Elite fails to rent housing units within the rental limits described herein; (c) Elite fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, Elite shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If Elite fails to remedy such default within sixty (60) days, title to the subject property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Elite shall immediately deed the property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such

reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Elite. The County retains such reversionary interest in the property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the property revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

9. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the property.
10. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Elite with an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.


This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

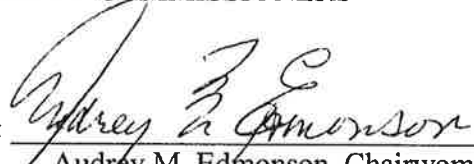
(OFFICIAL SEAL)

ATTEST:

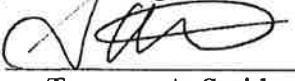
HARVEY RUVIN, CLERK

By:   
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By:   
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By:   
Terrence A. Smith  
Assistant County Attorney



The foregoing was authorized by Resolution No. R-1066-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 20<sup>th</sup> day of October, 2020.

IN WITNESS WHEREOF, ELITE EQUITY DEVELOPMENT, INC., a Florida profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 3rd day of November, 2020, and it is hereby approved and accepted.

Rochelle Bradley  
Witness/Attest  
Rochelle Bradley

By: Roosevelt Bradley  
Name: Roosevelt Bradley  
Title: PRESIDENT / CEO

[Signature]  
Witness/Attest  
[Signature]

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 3 day of November, 2020 by Roosevelt Bradley as President, on behalf of **ELITE EQUITY DEVELOPMENT, INC.**, a Florida profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. W/O as identification.

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires:  
2.23.2021

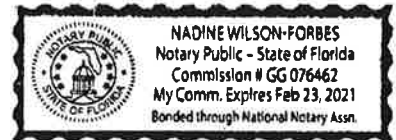


EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTIONS

30-7904-000-0012	COMM NE COR OF NE1/4 S 89 DEG W 432.95FT S 00 DEG W 40FT FOR POB N 89 DEG E 367.55FT ELY SWLY AD 39.65FT S 00 DEG W 598.67FT S 89 DEG W 292.75FT N 00 DEG E 143.87FT S 89 DEG W 100FT N 00 DEG E 479.99FT TO POB LESS N & E40FT FOR R/WA/K/A HUD 2 F/A/U 30-7904-000-0010 COC 26461-4665 06 2008 3
------------------	---

# Exhibit F

## FAST TRACK PLAT AGREEMENT

1. The undersigned Windmill Farms Associates, LLC is the owner of certain real property more particularly described as:
2. The undersigned proposes to develop the above referenced real property by constructing Rental Apartment Project with additional Retail.
3. The undersigned acknowledges that zoning approval of public hearing application, ASPR or Administrative Review and platting of the subject property are prerequisites to the issuance of building permit(s) by the Building Department for the above noted proposed development.
4. The undersigned acknowledges that the tentative plat no. T \_\_\_\_\_ shall be tentatively approved subject to approval of the public hearing, ASPR, or Administrative Review application no. A2021000056 and plan(s) prepared by, and dated \_\_\_\_\_ (when plan is required)
5. The undersigned acknowledges that no concurrency review or approval is granted at the time of fast track plat approval.
6. The undersigned acknowledges that approvals of the tentative plat by member departments of the Plat Committee reviewing same are subject to the decision of the hearing body or County departments considering the zoning request.
7. The undersigned agrees that any approval granted or action taken by the Plat Committee or a member department of the Plat Committee on the plat application is not to be the subject of discussion before the hearing board considering the zoning request.
8. The undersigned acknowledges that he/she has voluntarily elected to follow the fast track plat procedure and is doing so at his/her own risk and expense.
9. The undersigned does hereby release and discharge Miami-Dade County, Florida, from and against any and all claims, demands, damages, costs or expenses arising out of or resulting from the decision of the hearing body on the zoning request insofar as its effect on any department's approval previously granted on the tentative plat application.

10. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to recover costs, including reasonable attorney's fees.

Windmill Farms Associates, LLC

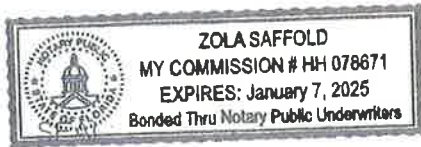
Signature of Owner

Francisco Rojo, VP of its Manager  
Print Name

Sworn to and subscribed before me this 20th day of October, 2021.



Notary Public



My Commission Expires: January 7, 2025



**IMPORTANT NOTICE TO APPLICANT:**

THIS APPLICATION CONSISTS OF TWO (2) PAGES. BOTH PAGES MUST BE COMPLETED AND SUBMITTED IN ORDER TO PROCESS

Submittal deadline for this application and all associated documentation is Monday, 9:00AM. The fee amount will be calculated once this application is received and processed. In order for this item to be placed on the next available Plat Committee Agenda, the full correct fee must be paid no later than the following day, Tuesday, noon time. **Failure to submit this form and fees by the aforementioned deadlines will result in this item not being placed on the next available Plat Committee agenda.**

**FOR OFFICIAL USE ONLY:**

Agenda Date: \_\_\_\_\_

Tentative No.: T- \_\_\_\_\_

Received Date: \_\_\_\_\_

Number of Sites : ( 1 )

**APPLICATION FOR PLAT OF SUBDIVISION DEVELOPMENT**

Municipality: UNINCORPORATED MIAMI-DADE COUNTY Sec.: 23 Twp.: 56 S. Rge.: 39 E. / Sec.: \_\_\_\_\_ Twp.: \_\_\_\_\_ S. Rge.: \_\_\_\_\_ E.

1. Name of Proposed Subdivision: Windmill Farms

2. Owner's Name: Windmill Farms Associates, LLC Phone: (305)538-9552 x103

Address: 3050 Biscayne Blvd, #300 City: Miami State: FL Zip Code: 33137

Owner's Email Address: francisco@landmarkco.net

3. Surveyor's Name: Schwebke-Shiskin & Associates, Inc. Phone: 305-652-7010

Address: 3240 Corporate Way City: Miramar State: FL Zip Code: 33025

Surveyor's Email Address: mjohnson@shiskin.com

4. Folio No(s): 30-6923-000-0930 / 30-6923-000-0880 / \_\_\_\_\_ / \_\_\_\_\_

5. Legal Description of Parent Tract: Northwest 1/4, Northeast 1/4, Southeast 1/4, Section 23, Township 56 South, Range 39 East, Less West 35 feet.

6. Street boundaries: S.W. 240th Street and SW 129th Avenue

7. Present Zoning: PCUC Zoning Hearing No.: A2021000056

8. Proposed use of Property:

Single Family Res.( \_\_\_\_\_ Units), Duplex( \_\_\_\_\_ Units), Apartments( 274 Units), Industrial/Warehouse( \_\_\_\_\_ Square .Ft.), Business( 1771 Sq. Ft. ), Office( \_\_\_\_\_ Sq. Ft.), Restaurant( \_\_\_\_\_ Sq. Ft. & No. Seats \_\_\_\_\_), Other ( \_\_\_\_\_ Sq. Ft. & No. of Units \_\_\_\_\_)

9. Does the property contain contamination? YES:  NO:

NOTE: Attach list of all plat restrictions zoning conditions or any other declarations, restrictions, covenants that might affect this Tentative Plat.

Any soil groundwater or surface water contaminants exceeding standards or criteria outlined in local, state, and/or federal law, shall be disclosed. Furthermore, any portion of the of the property to be conveyed (including right-of-way) must be identified, and the receiving entity must be made aware of the contamination and accept the conveyance. Documentation of acceptance from each entity shall be provided with the plat application.

Be advised that Miami-Dade County will not accept the conveyance of contaminated property for right-of-way: right-of-way areas must be fully restored to applicable local, state, and/or federal standards or criteria.

Please note nothing stated herein may be interpreted to limit or restrict an engineer's or other professional's responsibility to prepare plans accurately and completely for proposed right-of-way as well as any other projects or plans. For proposed dedications of non-right-of-way properties, any soil, groundwater or surface water contaminants must be disclosed to the County Department at the earliest stage possible. The presence of any such contamination or delay in disclosure of such contamination could result in the County declining the acceptance of the proposed dedication, the need for the developer to reconfigure or change previously approved site plans, or conduct changes to the proposed development may be required. The applicant may contact the DERM Environmental Monitoring and Restoration Division at 305-372-6700 for additional information.

THIS APPLICATION CONSISTS OF TWO (2) PAGES. BOTH PAGES MUST BE COMPLETED AND SUBMITTED IN ORDER TO PROCESS

I HEREBY CERTIFY that I am the owner of the parcel(s) described in Item 5 and that the information contained in this application is true and correct to the best of my knowledge and belief. If applicable, attached is a list of all the restrictions/ restrictive covenants and declarations in favor of Miami-Dade County. Attached is a copy of the recorded deed showing my acquisition of this land. In addition, I agree to furnish additional items as may be necessary such as abstract or Opinion of Title to determine accurate ownership information. Furthermore, I am aware that the use of a public water supply and/or public sewer system may be required for this development. If so required, I recognize that engineering drawings for the extension of these utilities must be approved by the appropriate utility entity and by D.R.E.R. prior to the approval of the final plat.

Pursuant to Florida Statutes 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree, punishable as provided in FS. 775.082 or FS. 775.083.

Windmill Farms Associates, LLC

STATE OF FLORIDA)  
COUNTY OF MIAMI-DADE)

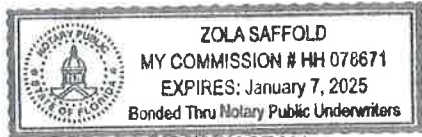
SS:

Signature of Owner: \_\_\_\_\_

(Print name & Title here): Francisco Rojo-VP of its Manager

BEFORE ME, personally appeared Francisco Rojo this 20th day of October, 2021 A.D. and (he/she) acknowledged to and before me that (he/she) executed the same for the purposed therein. Personally known X or produce as identification and who did (not) take an oath.

WITNESS my hand and seal in the County and State last aforesaid this 20th day of October, 2021 A.D.



Signature of Notary Public: \_\_\_\_\_

(Print, Type name here: Zola Saffold)

January 7, 2025 # HH078671  
(Commission Expires) (Commission Number)

Note: The reverse side of this sheet may be used for a statement of additional items you may wish considered.



## Exhibit G



CFN 2010R0455739  
DR Bk 27345 Pgs 0705 - 721f (17pgs)  
RECORDED 07/08/2010 09:32:42  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

2010 JUN 24 P 5:04

PLANNING & ZONING  
METROPOLITAN PLANNING SECT

This instrument was prepared by:  
Name: Michael J. Marrero, Esq.  
Address: Bercow Radell, & Fernandez, P.A.  
200 S. Biscayne Boulevard, Suite 850  
Miami, FL 33131

A/9

(Space reserved for Clerk)

**DECLARATION OF RESTRICTIONS**

*WHEREAS*, the undersigned Owner holds the fee simple title to approximately 3.79 acres of land in Miami-Dade County, Florida, described in Exhibit "A," attached to this Declaration (the "Property"), which statement as to title is supported by the attorney's opinions attached to this Declaration as Exhibit "B";

*WHEREAS*, 3.24 acres of the Property is the Application Area that is the subject of a Comprehensive Development Master Plan ("CDMP") Amendment Application No. 2 of the October 2009 Amendment Cycle;

*WHEREAS*, the Owner has sought a Land Use Plan amendment to change the designation of the Application Area from "Low Density Residential" to "Medium Density Residential";

*NOW THEREFORE*, in order to assure the Miami-Dade County (the "County") that the representations made by the Owner during the consideration of the Application will be abided by the Owner, its successors and assigns, freely, voluntarily, and without duress, makes the following Declaration of Restrictions covering and running with the Property:

**Limitation on Residential Units.** The total number of residential units on the Property shall be limited to no more than 94 units.

**Limitation on Height of Buildings.** No buildings within the Property shall exceed three (3) stories in height.

07/28/05

(Public Hearing)

(Space reserved for Clerk)

**Landscaped Berm and Trees.** The Owner shall install a landscaped berm along the northern property line, with the exception of a driveway connecting the Property to NW 81<sup>st</sup> Street, at a height of at least three (3) feet as measured from grade. In addition, Owner agrees to install trees along the top of the berm that will be at least eight (8) feet in height at time of planting as measured from the top of the berm.

**Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

**Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of the fee simple title to the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. Any such modification or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification or release shall also be subject to the provisions

(Space reserved for Clerk)

governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the Property is incorporated within a new municipality that amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and the provisions of the municipality's ordinances that apply to the adoption of district boundary changes. Should this Declaration be so modified, amended, or released, the Director of the Department of Planning and Zoning or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her office, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

**Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

**Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercisc of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

07/28/05

(Public Hearing)

(Space reserved for Clerk)

**Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

**Recordation and Effective Date.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

**Acceptance of Declaration.** The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

**Owner.** The term Owner shall include all heirs, assigns, and successors in interest.

[Execution Pages Follow]

07/28/05

(Public Hearing)



**ACKNOWLEDGMENT  
CORPORATION**

Signed, witnessed, executed and acknowledged on this 27 day of April, 2010.

IN WITNESS WHEREOF, New Tradewinds Trailer Park Co. (Corporate name) has caused these presents to be signed in its name by its proper officials.

**Witnesses:**

Ronald L. Davis  
Signature

Ronald L. Davis  
Print Name

Carol Ann Davis  
Signature

Carol Ann Davis  
Print Name

New Tradewinds Trailer Park Co.  
Name of Corporation

Address:  
4309 SW 75<sup>th</sup> Avenue  
Miami, FL 33155

By Gerardo Alvarez  
President

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by Gerardo Alvarez the President of New Tradewinds Trailer Park Co. corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this 27 day of April, 2010, in the County and State aforesaid.

[Signature]  
Notary Public-State of \_\_\_\_\_

Print Name \_\_\_\_\_

My Commission Expires:



[L:\notary\acknot\acknot (10/9/09)]

**ACKNOWLEDGMENT  
INDIVIDUAL**

Signed, witnessed, executed and acknowledged on this 24 day  
of JUNE, 2010.

**WITNESSES:**

Ronald L. Davis  
Signature

RONALD L. DAVIS  
Print Name

[Signature]  
Signature

Mayra Montanez  
Print Name

[Signature]  
Individual Signature

German Alvarez  
Print Name

Address:  
4309 S.W. 75<sup>th</sup> Ave  
Miami, FL 33155

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me by  
German Alvarez who is personally known to me or has produced  
[Signature] as identification.

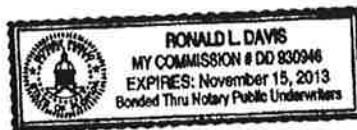
Witness my signature and official seal this 24 day of  
JUNE, 2010, in the County and State aforesaid.

[Signature]

Notary Public-State of \_\_\_\_\_

Print Name \_\_\_\_\_

My Commission Expires:



**JOINDER BY MORTGAGEE CORPORATION**

The undersigned The Rock Miami Church, Inc., a Florida corporation and Mortgagee under that certain mortgage from New Tradewinds Trailer Park Co., dated the 26th day of March, 2007, and recorded in Official Records Book 25553, Page 190 of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 28 day of May, 2010.

**Witnesses:**

[Signature]  
Signature  
Ronald L. Davis  
Print Name  
[Signature]  
Signature  
German Alvarez  
Print Name

The Rock Miami Church, Inc.  
**Name of Corporation**  
Address:  
10601 SW 48<sup>th</sup> Street  
Miami, FL 33165

By [Signature]  
(President, Vice-President or CEO\*)  
Print Name: ALFREDO PEREZ, PD  
[\*Note: All others require attachment of original corporate resolution of authorization]

STATE OF Florida  
COUNTY OF Dade

The foregoing instrument was acknowledged before me by Alfredo Perez the President-Director of Rock Miami Church Inc corporation, on behalf of the corporation. He/She is personally known to me or has produced Drivers license, as identification.

Witness my signature and official seal this 28 day of MAY, 2010, in the County and State aforesaid.



[Signature]  
Notary Public-State of \_\_\_\_\_  
Print Name

My Commission Expires:

**JOINDER BY ASSIGNEE  
OF MORTGAGE**

The undersigned Ronald Davis<sup>S</sup>, Trustee, a Mortgagee under that certain mortgage from New Tradewinds Trailer Park Co., a Florida corporation, and German Alvarez, to Equity Trust Company FBO Jeffrey A. Conception IRA, dated March 26, 2007, and recorded April 20, 2007, in Official Records Book 25553, Page 308, of the Public Records of Miami-Dade County, Florida, as assigned by that certain Assignment of Note and Mortgage, recorded September 18, 2009, in Official Records Book 27018, Page 1443, of the Public Records of Miami-Dade, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are, and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 24 day of June, 2010.

**Witnesses:**

[Signature]  
Signature

Jay Duron  
Print Name

[Signature]  
Signature

Mayra Montanez  
Print Name

Ronald Davis Trustee  
Ronald Davis, Trustee

Address:  
16375 N.E. 18<sup>th</sup> Avenue, Suite 334  
North Miami Beach, FL 33162-4753

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me by Ronald Davis, Trustee, to me personally known or produced \_\_\_\_\_, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 24 day of June, 2010, in the County and State aforesaid.

[Signature]  
Notary Public-State of Florida

Jay Duron  
Print Name

My Commission Expires:



**JOINDER BY MORTGAGEE  
TRUSTEE**

The undersigned Ronald L. Davis, Trustee and Mortgagee under that certain mortgage from New Tradewinds Trailer Park Co., a Florida corporation, German Alvarez, dated October 3, 2008, and recorded October 27, 2008, in Official Records Book 26626, Page 1082, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 1 day of <sup>JUNE</sup>~~MAY~~, 2010.

**Witnesses:**

[Signature]  
Signature  
Manuel Vecin  
Print Name

[Signature]  
Signature  
Ronald L. Davis, Trustee

[Signature]  
Signature  
Mayra Montanez  
Print Name

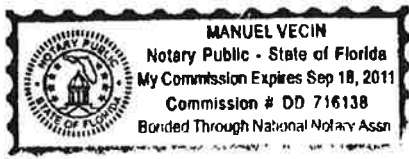
Address:  
16375 N.E. 18<sup>th</sup> Ave  
N.M.B. FIA  
33162

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me by Ronald L. Davis, Trustee, to me personally known or produced \_\_\_\_\_, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 1 day of JUNE, 2010, in the County and State aforesaid.



[Signature]  
Notary Public - State of FLORIDA  
Manuel Vecin  
Print Name

My Commission Expires: Sep 18, 2011

**JOINDER BY MORTGAGEE  
INDIVIDUAL**

The undersigned Allyson Kirk, a Mortgagee under that certain mortgage from New Tradewinds Trailer Park Co., a Florida corporation, and German Alvarez, dated October 3, 2008, and recorded October 27, 2008, in Official Records Book 26626, Page 1082, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 27 day of May, 2010

Witness:  
[Signature]  
Signature  
RONALD L. DAVIS  
Print Name  
Ronald L. Davis  
Signature  
[Signature]  
Print Name  
RONALD L. DAVIS

[Signature]  
By: Allyson Kirk  
Address: cto  
WILMA BRASS  
13550 S.W. 6th St  
Pembroke Pines, FL 33027

STATE OF FLORIDA  
COUNTY OF Dade

The foregoing instrument was acknowledged before me by Allyson Kirk, who is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this 29 day of May, 2010, in the County and State aforesaid.

[Signature]  
Notary Public-State of \_\_\_\_\_  
Print Name

My Commission Expires:





EXHIBIT A.

Parcel A:

The West 88.65 feet of the East 176.15 feet of the South 171 feet of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 53 South, Range 41 East, LESS the South 50 feet thereof. Said lands lying and being in Miami-Dade County, Florida.

Parcel B:

The East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , LESS the South 300 feet of the West 50 feet and LESS the South 50 feet and LESS the North 25 feet and the East 25 feet, of Section 10, Township 53 South, Range 41 East, in Miami-Dade County, Florida, and LESS the West 88.65 feet of the East 176.15 feet of the South 171 feet; and LESS a tract of land described as follows:

Begin at a point 50 feet North and 25 feet West of the Southeast corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 53 South, Range 41 East; thence run North 112 feet; thence West 62  $\frac{1}{2}$  feet; thence South 112 feet; thence East 62  $\frac{1}{2}$  feet to the Point of Beginning.



**OPINION OF TITLE**

To: MIAMI-DADE COUNTY, a political subdivision of the State of Florida

With the understanding that this opinion of title is furnished to Miami-Dade County, (the "County") as inducement for a Declaration of Restrictions in connection with the real property hereinafter described, it is hereby certified that I have examined First American Title Insurance Company Title Commitment No. 1062-2204546 with an effective date of April 14, 2010 at 8:00 a.m. (the "Title Work") covering the following described real property:

**Parcel A:**

The West 88.65 feet of the East 176.15 feet of the South 171 feet of the Southeast ¼ of the Southwest ¼ of the Northeast ¼ of Section 10, Township 53 South, Range 41 East, LESS the South 50 feet thereof. Said lands lying and being in Miami-Dade County, Florida.

**Parcel B:**

The East ½ of the Southeast ¼ of the Southwest ¼ of the Northeast ¼, LESS the South 300 feet of the West 50 feet and LESS the South 50 feet and LESS the North 25 feet and the East 25 feet, of Section 10, Township 53 South, Range 41 East, in Miami-Dade County, Florida, and LESS the West 88.65 feet of the East 176.15 feet of the South 171 feet; and LESS a tract of land described as follows:

Begin at a point 50 feet North and 25 feet West of the Southeast corner of the Southeast ¼ of the Southwest ¼ of the Northeast ¼ of Section 10, Township 53 South, Range 41 East; thence run North 112 feet; thence West 62 ½ feet; thence South 112 feet; thence East 62 ½ feet to the Point of Beginning.

Basing our opinion on said Title Work covering said period, we are of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in:

**New Tradewinds Trailer Park Co., a Florida corporation, and German Alvarez**

Subject to the following liens, encumbrances, and other exceptions:

**I. RECORDED MORTGAGES:**

1. Mortgage executed by New Tradewinds Trailer Park Co., a Florida corporation, and German Alvarez, to The Rock Miami Church Inc., a Florida corporation, dated March 26, 2007, filed April 20, 2007, in Official Records Book 25553, at Page 190, in the original

principal sum of \$600,000.00.

2. Collateral Assignment of Leases, Rents and Profits from New Tradewinds Trailer Park Co., a Florida corporation, and German Alvarez, to The Rock Miami Church Inc., a Florida corporation, filed April 20, 2007, in Official Records Book 25553, at Page 197.
3. Mortgage executed by New Tradewinds Trailer Park Co., a Florida corporation, and German Alvarez, to Equity Trust Company Custodian FBO Jeffery A. Concepcion IRA, dated March 26, 2007, filed April 20, 2007, in Official Records Book 25553, at Page 308, in the original principal sum of \$150,000.00, as assigned to Ronald L. Davis, Trustee, by Assignment of Mortgage, filed September 18, 2009, in Official Records Book 27018, at Page 1443.
4. Mortgage and Security Agreement executed by New Tradewinds Trailer Park Co., a Florida corporation, and German Alvarez, to Ronald L. Davis Trustee and Wilma Bass and Allyson Kirk, with rights of survivorship, dated October 3, 2008, filed October 27, 2008, in Official Records Book 26626, at Page 1082, in the original principal sum of \$240,000.00.

**II. RECORDED MECHANICS LIENS, CONTRACT LIENS AND JUDGMENT LIENS:**

5. Final Order Notice of Violations, filed October 19, 2004, in Official Records Book 22743, at Page 1040.
6. Final Order Notice of Violations, filed October 19, 2004, in Official Records Book 22743, at Page 1041.
7. Final Order Notice of Violations, filed October 19, 2004, in Official Records Book 22743, at Page 1042.
8. Final Order Notice of Violations, filed October 19, 2004, in Official Records Book 22743, at Page 1043.
9. Board of County Commissioners Notice of Lien, filed January 28, 2008, in Official Records Book 26180, at Page 341.
10. Board of County Commissioners Notice of Lien, filed July 21, 2008, in Official Records Book 26487, at Page 1720.
11. Code Enforcement Lien filed September 24, 2009, in Official Records Book 27023, at Page 2903.

12. Notice of Lis Pendens, filed June 4, 2008, in Official Records Book 26411, at Page 4621, for Case No. 08-31481 CA 25, in the Circuit Court of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida.
13. State of Florida Notice of Tax Lien, filed May 3, 2005, in Official Records Book 23331, at Page 3237.
14. Tax Sale Certificate No. 46636, sale of 2008, for 2007 unpaid taxes for Tax Identification No. 30-3110-000-0010.
15. Tax Sale Certificate No. 43808, sale of 2009, for 2008 unpaid taxes for Tax Identification No. 30-3110-000-0010.
16. Tax Sale Certificate No. 46637, sale of 2008, for 2007 unpaid taxes for Tax Identification No. 30-3110-000-0020.
17. Tax Sale Certificate No. 43809, sale of 2009, for 2008 unpaid taxes for Tax Identification No. 30-3110-000-0020.

**III. GENERAL EXCEPTIONS:**

18. Any rights, interests or claims of parties in possession of the land not shown by the public records.
19. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
20. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
21. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
22. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
23. Any minerals or mineral rights leased, granted or retained by current or prior owners.
24. Taxes and assessments for the year 2007 and subsequent years.
25. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.

**IV. SPECIAL EXCEPTIONS:**

26. Grant of Easement in favor of Storer Cable TV of Florida, Inc. d/b/a Storer Cable Communications, filed October 15, 1982, in Official Records Book 11586, at Page 1126.

27. Rights of tenants in possession, as tenants only, under unrecorded leases

**ALL IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

I **HEREBY CERTIFY** that I have reviewed all the aforementioned encumbrances and recorded exceptions.

Therefore, it is my opinion that the following parties must join in the Covenant in order to make the Covenant a valid and binding covenant on the lands described herein:

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
The Rock Miami Church Inc., a Florida corporation	Mortgagee	1 and 2
Ronald L. Davis, Trustee	Mortgagee	3
Ronald L. Davis Trustee and Wilma Bass and Allyson Kirk, with rights of survivorship dated October 3, 2008	Mortgagee	4

Note: Per Special Exception 12, Miami-Dade County has a Lis Pendens filed in Official Records Book 26411, Page 4621, but as the Declaration of Restrictions is being granted to Miami-Dade County, no joinder is required.



## **Exhibit H**

# Heritage at Park

128 Units  
 64 - 1BR/1BA  
 64 - 2BR/2BA

