

**BEFORE THE STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

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BRISAS DEL ESTE APARTMENTS, I.J.C

Petitioner,
vs.

RFA No. 2019-102
Application No. 2020-056D
FHFC Case No.: 2019-104BP

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

**FORMAL WRITTEN PROTEST AND
PETITION FOR ADMINISTRATIVE HEARING**

Petitioner, BRISAS DEL ESTE APARTMENTS, LLC ("Brisas"), pursuant to sections 120.57(3), Florida Statutes ("F.S."), and Rules 28-110 and 67-60, Florida Administrative Code ("FAC") hereby files this Formal Written Protest and Petition for Administrative Hearing regarding the review, ranking, scoring and eligibility decisions of Respondent, FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing") in awarding funding pursuant to Request for Application 2019-102 Community Development Block Grant-Disaster Recovery (CDBG-DR) To Be Used In Conjunction With Tax-Exempt MMRB And Non-Competitive Housing Credits In Counties Deemed Hurricane Recovery Priorities (the "RFA"). In support Brisas provides as follows:

1. Bris is a Florida limited liability corporation in the business of providing affordable housing. Brisas is located at 315 S. Biscayne Boulevard, Miami, FL 33131.
2. Florida Housing is the allocating agency for the State of Florida that was granted the authority to issue the RFA for the purpose of construction, redevelopment, or rehabilitation of much needed affordable housing. Florida Housing's address is 227 North Bronough Street, Suite 500, Tallahassee, Florida 32301.

3. On July 31, 2019, Florida Housing issued the RFA which offered funding as follows:

Under this Request For Applications (RFA), an estimated \$90 million Community Development Block Grant -- Disaster Recovery (CDBG-DR) Program funding will be made available in areas impacted by Hurricane Irma and in areas that experienced a population influx because of migration from Puerto Rico and the U. S. Virgin Islands due to Hurricane Irma; an estimated \$88,000,000 for construction of new affordable rental housing (Development Funding) PLUS an additional \$10 million for acquiring land that will be held in perpetuity (Land Acquisition Program Funding). If applying as a Priority I Application, land must remain affordable in Perpetuity.

The proposed developments must help address the unmet Workforce Housing need in the HUD Designated Most Impacted and Distressed ("HUD-Designated MIDs"), or other areas impacted by the storms and deemed as a priority by the State that are not HUD MIDs ("State-Designated MIDs").

- HUD-Designated MIDs*: Brevard; Broward; Clay; Collier; Duval; Hillsborough; Lee; Miami-Dade; Orange; Osceola; Palm Beach; Polk; Saint Lucie; Volusia
- State-Designated MIDs: Alachua; Baker; Bradford; Charlotte; Citrus; Columbia; DeSoto; Dixie; Flagler; Gilchrist; Glades; Hamilton; Hardee; Hendry; Hernando; Highlands; Indian River; Lafayette; Lake; Levy; Manatee; Marion; Martin; Nassau; Okeechobee; Pasco; Putnam; Saint Johns; Sarasota; Seminole; Sumter; Suwannee; Union

*This RFA will make available Community Development Block Grant- Disaster Recovery (CDBG-DR) for Workforce Housing in all HUD and State MIDs of the state except Monroe County. Monroe County Applicants may apply in RFA 2019-101.

Applicants that are selected to receive 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 12 months of the date of the invitation to enter credit underwriting.

Florida Housing Finance Corporation, herein afterwards referred to as 'the Corporation', is soliciting applications from qualified Applicants in accordance with the terms and conditions of this RFA, the 2018 State of Florida Action Plan for Disaster Recovery, the Department of Economic

Opportunity's (DEO) Workforce Housing Program Designs and Guidebooks, inclusive of all Exhibits, applicable laws, rules and regulations, relevant Federal Notices, Rule Chapters 67-21, 67-53, and 67-60, F.A.C., and the Corporation's generally applicable construction and financial standards.

Funding Available

Estimated total CDBG-DR funding amount of at least \$98,000,000, to be divided as follows:

- \$10,000,000 in Land Acquisition Funding available to IIUD-Designated MIDs
- At least an estimated \$88,000,000 in Development Funding available to both IIUD-Designated MIDs and State-Designated MIDs
- Tax-Exempt Bond Financing and 4 Percent Non-Competitive Housing Credits

All proposed Developments must use the CDBG-DR funding offered under this RFA in conjunction with Tax-Exempt Bonds and 4% (Non-Competitive) Housing Credits.

- The Applicant must apply for the following as a part of its Application submission:
 - Corporation-issued Multifamily Mortgage Revenue Bonds (MMRB) and 4% Housing Credits (HC);
 - or
 - 4% HC, to be used with Non-Corporation-issued Tax-Exempt Bonds

4. Through the issuance of the RFA, Florida Housing sought to solicit proposals from qualified applicants that would provide affordable housing consistent with the terms and conditions of the RFA, applicable laws, rules, and regulations.

5. On September 24, 2019, Brisas submitted its Application in response to the RFA that included information concerning the development of a 150 unit complex in Miami Dade County, Florida, named Brisas del Este Apartments.

6. Through the Application, Brisas was requesting \$5,000,000 in CDBG funding and \$1,674,837 in non-competitive housing credits in funding to supplemental funding to develop affordable housing. Florida Housing received 44 applications in response to the RFA.

7. As the owner and developer of a project seeking funding through the RFA, Brisas is substantially affected by the review, scoring, and ranking of the responses to the RFA. The results of this proceeding as well as others that may be filed affects Brisas ability to obtain funding through the RFA. Consistent with the primary mission and goal of the RFA, Brisas seeks to provide much needed affordable housing in Miami Dade County. Without the funds provided by the RFA, Brisas will be unable to provide this much needed housing. Accordingly, Brisas' substantial interests are affected by the decisions made by Florida Housing.

8. On November 13, 2019, the designated Review Committee met and considered the Applications submitted in response to the RFA. At the meeting the Review Committee orally listed and manually input the scores for each section of the Application and ultimately made a recommendation to the Board for their consideration. The Review Committee consisted of Florida Housing staff. During the meeting, the Review Committee found Brisas' application to be eligible. The Review Committee however did not award Brisas Application funding instead the Committee recommended funding to the following applications:

2020-018DB - Civitas of Cape Coral

2020-019DB - Parker Pointe

2020-023D - Brownsville Transit Village

2020-026DB - Saratoga Crossing III

2020-033D - Blue Sky Landing

2020-039D - Solaris Apartments

2020-040DB - Sierra Bay

2020-041D- Metro Grande III

2020-053D – East Point Place Phase II

2020-054DB WRDG T4

2020-055DB – Parramore Oaks Phase Two

9. On December 13, 2019, the Florida Housing Board of Directors accepted and approved the Review Committee's ranking and funding recommendation.

10. On December 18, 2019, Brisas timely filed its Notice of Intent to Protest. This Formal Written Protest is being timely filed and Florida Housing has waived the bid protest bond requirement for the RFA. As a Developer of affordable housing in need of supplemental funding, Brisas' substantial interests are affected by Florida Housing's decisions in this case and others to award funding pursuant to the RFA. In this action Brisas challenges the eligibility determination made by Florida Housing as it relates to the Applications submitted by Sierra Bay (Application No. 2020-040DB), Solaris Apartments (Application No. 2020-039D) and Metro Grande III (Application No. 2020-041D) If successful in its challenge Brisas will move into the funding range.

11. Brisas challenge concerns Sierra Bay and Solaris' response to Section Four (A)(3) of the RFA which requires an applicant to provide information concerning the Applicant/Developer/Management Company/Contact Person and also Sierra Bay and Metro Grande's response to the Site Control requirements of Section Four (A)(7) of the RFA.

12. As to the first issue the RFA provides at Section Four (A)(3) as follows:

Applicant/Developer/Management Company/Contact Person

a. Applicant Information

- (1) State the name of the Applicant entity and select the type of organizational structure of the Applicant.

(2) State whether the Application qualifies as Priority I, II or III. If the Application is a Priority I Application, state the name of the Local Government, Public Housing Authority, Land Authority, or Community Land Trust (“Land Owner”). If no selections are made, the Application will qualify as a Priority III Application. The Land Owner will be the recipient of the amount of CDBG-DR Funding needed for land acquisition when land acquisition costs are part of the Development Cost of any Priority I Applications. This will be regardless of whether the Application is awarded both Land Acquisition Funding and Development Funding or only Development Funding. The affordable housing Development must be owned by the Applicant.

(a) Priority I Applications Qualifications

(i) Location

The proposed Development must be located in a HUD Designated MID; (i.e., Brevard; Broward; Clay; Collier; Duval; Hillsborough; Lee; Miami-Dade; Orange; Osceola; Palm Beach; Polk; Saint Lucie; Volusia) Note: Although Monroe County is also a HUD-Designated MID, Monroe County may apply in RFA 2019-101.

(ii) Applicant Structure

The Applicant entity is a Single Purpose Legal Entity . If the Local Government, Public Housing Authority, Land Authority, or Community Land Trust is in the Applicant ownership structure, it may or may not be the same Local Government, Public Housing Authority, Land Authority, or Community Land Trust that is the Land Owner. The Land Owner is not required to be a part of the Applicant entity.

(iii) Ownership of Land

A Local Government, Public Housing Authority, Land Authority, or Community Land Trust holds 100 percent ownership in the land (“Land Owner”).

Note: The Land Owner will be the recipient of the amount of CDBG-DR Funding needed for land acquisition when land acquisition costs are part of the Development Cost of any Priority I Applications. This will be regardless of whether the Application is awarded both Land Acquisition Funding and Development Funding or only Development Funding.

The proposed Land Owner may or may not be the same Local Government, Public Housing Authority, Land Authority, or Community Land Trust that is part of the Applicant structure.

State the name of the Local Government, Public Housing Authority, Community Land Trust, or Land Authority that will be the Land Owner. This will be the recipient of the Land Acquisition Funding, if applicable.

If the Community Land Trust is the Land Owner, the Community Land Trust **must** demonstrate that it qualifies as a Community Land Trust by providing the following as **Attachment 2**:

- The Community Land Trust must provide its Articles of Incorporation or Bylaws demonstrating it has existed since June 28, 2018 or earlier and that a purpose of the Community Land Trust is to provide or preserve affordable housing; and
- The Community Land Trust must provide a list that meets one of the following criteria to demonstrate experience of the Community Land Trust with owning property: (i) at least two parcels of land that the Community Land Trust currently owns; or (ii) one parcel of land that the Community Land Trust owns, consisting of a number of units that equals or exceeds at least 25 percent of the units in the proposed Development.

13. Depending on the information provided an applicant can qualify as a Priority I, II, or III application. Eligible Priority I applications are to be funded first pursuant to the funding requirements of the RFA.

14. In their Applications both Sierra Bay and Solaris indicate that they are Priority I Applications requesting acquisition costs. In response to the RFA requirements Sierra Bay and Solaris both identify Residential Options of Florida, Inc. (“Residential”) as their Community Land Trust (“CLT”). At Attachment 2 Sierra Bay and Solaris provide documents to demonstrate that Residential qualifies under the provision of the RFA as a CLT. Specifically they provided:

1. Applicant Certificate of Good Standing
2. CLT documents:
 - a. Proof that CLT was formed prior to June 28, 2018: Articles of Incorporation enclosed herein, executed prior to June 28, 2018.

- b. Articles of Organization stating that the purpose of the CLT is to provide or preserve affordable housing. See (a) above; articles enclosed herein state the purpose of the CLT is to provide or preserve affordable housing.
- c. CLT experience chart

(See Exhibit A)

15. Pursuant to the documentation provided, Residential, at least for purposes of being a CLT pursuant to the RFA, was created by the merger of two separate entities on or about September 3, 2019, which was less than 3 weeks prior to the Application Deadline. The documents provided at Attachment 2 illustrate that Residential is a merger of Residential and an entity named Roof Housing Trust, Inc. ("Roof") According to the Articles of Incorporation for Roof it has been in existence since 2017, additionally Residential according to the Articles has been in existence since 2014.

16. A further review of the Articles however fails to show that prior to the merger the purpose of either Residential or Roof was to provide or preserve affordable housing. Accordingly neither Roof nor Residential would individually satisfy the CLT requirements of the RFA.

17. While the post-merger Amended and Restated Articles for Residential does include language that includes preserving the affordability of housing, this merged entity only came into existence on September 3, 2019, and therefore did not exist for the purposes of being a CLT since June 28, 2018, as required by the RFA. Accordingly neither Sierra Bay nor Solaris has included in their respective Applications an acceptable CLT and each should be deemed ineligible or no longer be deemed Priority I Applications.

18. Next Brisas challenges Sierra Bay's documentation to demonstrate Site Control. At Section Four (A)(7) the RFA provides in relevant part as follows:

Readiness to Proceed

a. Site Control

The properly executed Site Control Certification form (Form Rev. 08-18) must be provided as **Attachment 7** to demonstrate Site Control as of Application Deadline. Attached to the form must be documents that meet the conditions outlined below. The Site Control Certification form is provided on the RFA Website.

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.

Priority I Applications seeking Land Acquisition Program Funding Requirements

The land must be affordable into Perpetuity. This RFA provides funding to purchase land. Note: There is no guarantee of funding, even for Applicants that are selected for funding. To be eligible for funding, other conditions such as an environmental review and approval during credit underwriting, among others, must be met.

Land Acquisition Program Funding for the future purchase of land

- (1) The Site Control documentation must include an eligible contract with a Local Government, Public Housing Authority, Land Authority, or Community Land Trust as the buyer. An eligible contract must meet all of the following conditions:
 - (a) It must have a term that does not expire before February 29, 2020 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 February 29, 2020;
 - (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 purchase price must be included;
 - (d) The buyer must be the Local Government, Public Housing Authority, Land Authority, or Community Land Trust (designated "Land Owner"); and

- (c) 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) through (d) above.**
- (2) The Site Control documentation must include an appraisal demonstrating that the appraised value of the land meets or exceeds the purchase price. The purchase price must be based on the post-disaster value of the land, consistent with applicable cost principals. The pre-disaster value may not be used. The Corporation may seek a re-appraisal by an independent third party if needed. If the appraisal demonstrates that the purchase price exceeds the fair market value, the only land costs that can be included in the Total Development Cost or awarded through Land Acquisition Program Funding will be the appraised value, which will be confirmed in credit underwriting;
- (3) The Site Control documentation must also include a lease between the Land Owner and the Applicant entity. The lease payments must equal \$10 a year or less plus any administrative or maintenance fees not to exceed \$10 per unit per year, plus taxes and insurance. The lease must have an unexpired term of at least 50 years after the Application Deadline.

(emphasis added)

19. In response to the RFA requirements Sierra Bay provided at Attachment 7 a Simple Form Purchase Agreement dated September 19, 2019, between Sierra Bay Apartments, Ltd as Seller and Residential as Purchaser. Sierra Bay also included a Lease between Residential and Sierra Bay Partners, Ltd.

20. A review of these documents apparently shows Sierra Bay Apartments, Ltd. selling the proposed Development site to the indicated CLT who is leasing the property to the Applicant. The Simple Form Purchase Agreement is apparently being submitted as an intermediate contract to show ownership of the Development site. The Simple Form Purchase Agreement however does not include any remedy for default which includes specific performance. As indicated in the RFA language above all intermediate contracts must include language including buyers remedy of

specific performance. Accordingly Sierra Bay has not provided documentation to demonstrate Site Control. (See Exhibit B)

21. Next the RFA at Section Four (A)(7) indicates that if an Applicant already owns the land, the Site Control documentation must include a deed or certificate of title which has been recorded.

22. Specifically the RFA provides:

Priority I Applications that are not seeking Land Acquisition Program Funding

The Local Government, Public Housing Authority, Land Authority, or Community Land Trust must already own the land as the sole grantee and, if funded, the land must be affordable into Perpetuity. Applicants must demonstrate Site Control as of Application Deadline by providing the properly executed Site Control Certification form (Form Rev. 08-18). Attached to the form must be the following documents:

- (1) **A Deed or Certificate of Title. The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the applicable county and show the Land Owner as the sole Grantee. There are no restrictions on when the land was acquired; AND**
- (2) **A lease between the Land Owner and the Applicant entity. The lease must have an unexpired term of at least 50 years after the Application Deadline.**

23. In its Application Metro Grande indicated that it was a Priority I Application not seeking land acquisition program funding. At Attachment 7 however Metro Grande failed to include a copy of any recorded deed or certificate of title in violation of the RFA requirements. Metro Grande has not satisfied the Site Control requirements of the RFA and is therefore ineligible for funding.

24. Brisas reserves the right to amend this Petition as necessary.

Material Issues in Dispute

- a. **Whether Florida Housing's review and actions taken concerning the Sierra Bay, Solaris and Metro Grande Applications in response to the RFA was arbitrary or capricious, clearly erroneous or contrary to competition.**

- b. Whether the review of the Sierra Bay, Solaris and Metro Grande Applications was inconsistent with the RFA requirements.
- c. Whether Sierra Bay and Solaris provided acceptable C/Ts.
- d. Whether Sierra Bay has submitted acceptable information to demonstrate Site Control.
- e. Whether Metro Grande has submitted acceptable information to demonstrate Site Control.

WHEREFORE, Brisas requests that a settlement meeting be scheduled and to the extent no settlement is reached a hearing scheduled and ultimately the entry of a Recommended and Final Order determining that Florida Housing's review and scoring of applications was contrary to the RFA specifications and to Florida Housing's governing statutes, rules and policies to such an extent as to be arbitrary, capricious, contrary to competition, and clearly erroneous and awarding funding to Brisas.

Respectfully submitted,

CARLTON, FIELDS

/s/ Michael P. Donaldson
MICHAEL P. DONALDSON
Florida Bar No. 0802761
Post Office Drawer 190
215 S. Monroe St., Suite 500
Tallahassee, Florida 32302
Telephone: 850/224-1585
Facsimile: 850/222-0398
Email: mdonaldson@carltonfields.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and a copy of the foregoing has been filed by E-Mail and Hand Delivery to Ana McGlamory Corporation Clerk, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301, this 30th day of December 2019.

/s/ Michael P. Donaldson
MICHAEL P. DONALDSON

Attachment 2



Attachment 2

Enclosed please find:

1. Applicant Certificate of Good Standing
2. CLT documents:
 - a. Proof that CLT was formed prior to June 28, 2018: Articles of Incorporation enclosed herein, executed prior to June 28, 2018.
 - b. Articles of Organization stating that the purpose of the CLT is to provide or preserve affordable housing. See (a) above; articles enclosed herein state the purpose of the CLT is to provide or preserve affordable housing.
 - c. CLT experience chart

State of Florida

Department of State

I certify from the records of this office that SIERRA BAY PARTNERS, LTD. is a limited partnership organized under the laws of the State of Florida, filed on September 16, 2019.

The document number of this limited partnership is A19000000385.

I further certify that said limited partnership has paid all fees due this office through December 31, 2019 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of September,
2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 2720813042C1/

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



September 23, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

RESIDENTIAL OPTIONS OF FLORIDA, INC.
P.O. BOX 111752
NAPLES, FL 34108

Re: Document Number N1400007124


The Amended and Restated Articles of Incorporation for RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida corporation, were filed on September 20, 2019.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H19000282279.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 619A00019634



State of Florida
Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on September 20, 2019, for RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida corporation, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H19000282279. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N14000007124.

Authentication Code: 619A00019634-092319-N14000007124-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of September, 2019


Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address and mailing address of this corporation shall be maintained by the Corporation and amended from time to time.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This shall include the purpose of empowering individuals with intellectual and developmental disabilities to successfully obtain and maintain affordable and inclusive housing of their choice and to provide affordable housing and preserve the affordability of housing for low-income or moderate income people, including people with disabilities, in perpetuity.

ARTICLE IV: MANNER OF ELECTION

The Board of Directors shall be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the registered agent shall be determined by the Board of Directors and amended from time to time.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 3050 Horseshoe Drive N., Ste. 285, Naples, FL 34104.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized

and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(e)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION:

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

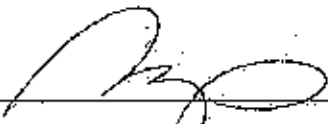
These Amended and Restated Articles of Incorporation were approved and adopted by the Board of Directors of the Corporation on September 19, 2019. The Corporation has no members entitled to vote.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided in Section 817.155, Florida Statute.

Dated this 19th day of September 2019.

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director and Registered Agent

NI40000072

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

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2019 SEP 10 PM 1:28

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SEP 10 2019

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Residential Options of Florida, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and tee are submitted for filing.

Please return all correspondence concerning this matter to following:

Callhan F. Saldavini, Esq.

(Contact Person)

Legal Aid Attorney of Collier County, Inc.

(Firm/Company)

4436 Tamiami Trail East

(Address)

Naples, FL 34112

(City/State and Zip Code)

For further information concerning this matter, please call:

Callhan F. Saldavini, Esq. At (239) 298-8141

(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER (Not for Profit Corporations)

2019 SEP 10 PM

The following articles of merger are submitted in accordance with the Florida Not For Profit Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Residential Options of Florida, Inc.	Florida	N14000007124

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Roof Housing Trust, Inc.	Florida	N17000007406

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION

(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____

The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows.

_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on _____ The number of directors in

office was _____. The vote for the plan was as follows: _____ FOR _____

AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)

(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____

_____. The number of votes cast for the merger was sufficient for approval and the vote

for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on _____ The number of directors in

office was _____. The vote for the plan was as follows: _____ FOR _____

AGAINST

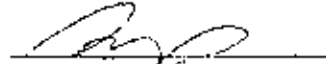
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual &

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director

Roof Housing Trust, Inc.



Sheryl Soukup, CEO

PLAN OF MERGER

THIS PLAN OF MERGER is entered into on this 3rd day of September, 2019 by and between ROOF HOUSING TRUST, INC., a Florida not-for-profit corporation (or "TRUST"), whose address is 3050 Horseshoe Drive N., Naples, FL 34104 and RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida not-for-profit corporation (or "ROOF" or "Surviving Corporation"), whose address is 3050 Horseshoe Drive N., Naples, FL 34104, in accordance with Florida Statute 617.1101.

WHEREAS, Roof Housing Trust, Inc. filed its Articles of Incorporation with the Florida Department of State, Division of Corporations, on July 17, 2017, Document Number N17000007406; and

WHEREAS, Residential Options of Florida, Inc. is a Florida nonprofit organization in good standing that filed its Articles of Incorporation with the Florida Department of State, Division of Corporation, on July 30, 2014, Document Number N14000007124; and

WHEREAS, ROOF and TRUST have the same Board of Directors; and

WHEREAS, TRUST desires to merge with the Surviving Corporation in accordance with Chapter 617 of the Florida Statutes, and a Resolution was passed by a majority vote to that effect at a Special Meeting of the Board of Directors on August 27, 2019;

WHEREAS, ROOF and TRUST desire all of TRUST's assets, including its real estate to vest in the Surviving Corporation without reverse on or impairment, including real property located at 2610 Lakeshore Circle, Port Charlotte, FL 33952; and

WHEREAS, this Plan and Merger is adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes in August 2019; and

WHEREAS, the Surviving Entity desires to amend and restate its Articles of Incorporation, attached and incorporated hereto as **Exhibit "A"**, to include language one purpose of the Surviving Entity may be to maintain a community land trust; and,

NOW, IN CONSIDERATION OF THE PREMISES OF THE MUTUAL AGREEMENTS SET FORTH IN THIS PLAN, THE PARTIES AGREE AS FOLLOWS:

Section 1 Merger. TRUST and ROOF shall be merged into a single nonprofit corporation, in accordance with Chapter 617 of Florida Statutes, and the Surviving Corporation shall be known as Residential Options of Florida, Inc.

Section 2 Effective Date. The effective date of the merger shall be the date it is filed with the Florida Secretary of State.

Section 3 Effect of Merger. TRUST desires all of its assets, including its real estate to

vest in the Surviving Corporation without reverse on or impairment, including real property located at 2610 Lakeshore Circle, Port Charlotte, FL 33952; and

- a) At the effective date of merger, TRUST shall cease to exist separately and shall be merged into the Surviving Corporation in accordance with the provisions of this plan of merger and the Act.
- b) The Surviving Corporation shall possess all the rights and privileges of each of the merging corporations. It shall also possess title to all real, personal, and mixed property of and debts due to the merging corporations. Every other interest belonging to or due to each of the merging corporations shall be deemed to be transferred to and vested in the Surviving Corporation without the necessity of further action. The title to any real estate, or to any interest in the real estate, vested in either of the merging corporations shall vest in the Surviving Corporation.
- c) The Surviving Corporation shall assume and be liable for all of the liabilities and obligations of the merging corporations. It may prosecute or defend to judgment any claim existing or any action or proceeding pending by or against any of the merging corporations as if the merger had not taken place, or it may be substituted in place of the merging corporations. The merger shall impair neither the rights of creditors nor any liens upon the property of any of the merging corporations.

Section 4 Governing Document.

- a) At the effective date of the merger, the Surviving Corporation's Articles of Incorporation and bylaws, as amended, shall be the governing documents.
- b) The Surviving Corporation's governing documents shall be amended to include a provision that its purpose may be to hold property in a community land trust.

Section 5 Board of Directors. At the effective date of merger, the Surviving Corporation's Board of Directors shall be maintained.

Section 6 Representations and Warranties. The merging corporations warrant that:

- a) the profit and losses of TRUST as of the date of this Resolution have been disclosed to ROOF; and
- b) the merging corporations each affirm that they have the authority to merge, and that there are no legal obstacles to such merger.

Section 7 Further Action. From time to time before the effective date of the merger and when requested by either merging corporation, the other corporation will take such actions as the requesting party may deem necessary or desirable and as are reasonable in order to vest in and confirm to the Surviving Corporation title to and possession of all of its property, rights,

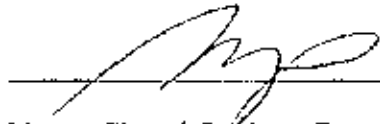
privileges, powers and franchises and otherwise to carry out the intent and purposes of this Plan of Merger.

Section 8 Governing Law. This Plan of Merger is intended to be performed in the State of Florida, and it shall be construed and enforced in accordance with the laws of Florida.

Section 9 Entire Agreement. This Plan of Merger constitutes the entire agreement between the parties. In the event any provision of this Plan of Merger is deemed void or unenforceable for any reason, the unenforceability shall not affect the remainder of the plan of merger, which shall remain in full force. Waiver by either party of a breach or a violation of any provision or term of this plan of merger shall not be construed to be a waiver of any subsequent breach of the provision or term or of any other provision or term.


IN WITNESS WHEREOF, the undersigned have executed their names in their stated capacities as of this 4th day of September 2019.

Residential Options of Florida, Inc.:



Name: Sheryl Soukup, Executive Director

ROOF Housing Trust, Inc.:



Name: Sheryl Soukup, CEO

Exhibit "A"

to the Plan of Merger for Roof Housing Trust, Inc.

Amended and Restated Articles of Incorporation

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address and mailing address of this corporation shall be maintained by the Corporation and amended from time to time.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This shall include the purpose of empowering individuals with intellectual and developmental disabilities to successfully obtain and maintain affordable and inclusive housing of their choice and to preserve the affordability of housing for low-income or moderate income people, including people with disabilities, in perpetuity.

ARTICLE IV: MANNER OF ELECTION

The Board of Directors shall be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the registered agent shall be determined by the Board of Directors and amended from time to time.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 3050 Horseshoe Drive N., Ste. 285, Naples, FL 34104.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized

and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(e)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION:


Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided in Section 817.153, Florida Statute.

Dated this 3rd day of September 2019.

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director and Registered Agent

14 JUL 30 PM 2:25
CLERK
STATE OF FLORIDA
SUNSHINE STATE OFFICE

**ARTICLES OF INCORPORATION
OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

The undersigned, acting as incorporator of a Non for Profit Corporation under Chapter 617 of the Florida Statutes, hereby makes and adopts the following Articles of Incorporation for such corporation.

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address of this corporation shall be 9744 Campbell Circle, Naples, FL 34109. The mailing address of this corporation shall be P.O. Box 111752, Naples, FL 34108.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV: MANNER OF ELECTION

The initial directors of this corporation will be appointed by the incorporator. Subsequent directors will be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent is Charles Koval, c/o Dell Graham, 203 NE 1st Street, Gainesville, FL 32601.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 9744 Campbell Circle, Naples, FL 34109.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION


Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


Charles Koval, Registered Agent

7/28/2014
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


Sheryl Soakup, Incorporator

7/23/14
Date

14 JUL 30 PM 2:25
CORPORATION

**ARTICLES OF INCORPORATION
OF
ROOF HOUSING TRUST, INC.**

FILED
17 JUL 17 PM 12:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a Non for Profit Corporation under Chapter 617 of the Florida Statutes, hereby makes and adopts the following Articles of Incorporation for such corporation.

ARTICLE I: NAME

The name of the corporation shall be ROOF Housing Trust, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address of this corporation shall be 2640 Golden Gate Pkwy #112-A, Naples, FL 34105. The mailing address of this corporation shall be P.O. Box 111752, Naples, FL 34108.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including to acquire land to be held in perpetuity for the primary purpose of providing affordable housing for people with developmental disabilities, and including for other such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV: MANNER OF ELECTION

The initial directors of this corporation will be appointed by the incorporator. Subsequent directors will be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent is Sheryl Soukup, 2640 Golden Gate Pkwy #112-A, Naples, FL 34105.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 2640 Golden Gate Pkwy #112-A, Naples, FL 34105.

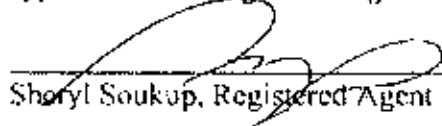
ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

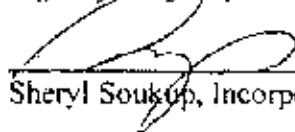


Sheryl Soukup, Registered Agent

7/11/17

Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Sheryl Soukup, Incorporator

7/11/17

Date

Community Land Trust Experience Chart				
Name of Community Land Trust: Residential Options of Florida, Inc.				
Name of Development	Location (City & State)	Currently Owned	Length of Time	Number of Units
Independence Place	Immokalee, FL	Yes	1.5 years	1
Liberty Place	Immokalee, FL	Yes	1 year	1

Attachment 2

Attachment 2

Enclosed please find:

1. Applicant Certificate of Good Standing
2. CLT documents:
 - a. Proof that CLT was formed prior to June 28, 2018: Articles of Incorporation enclosed herein, executed prior to June 28, 2018.
 - b. Articles of Organization stating that the purpose of the CLT is to provide or preserve affordable housing. See (a) above; articles enclosed herein state the purpose of the CLT is to provide or preserve affordable housing.
 - c. CLT experience chart

State of Florida

Department of State

I certify from the records of this office that SOLARIS APARTMENTS, LTD. is a limited partnership organized under the laws of the State of Florida, filed on July 30, 2019.

The document number of this limited partnership is A19000000299.

I further certify that said limited partnership has paid all fees due this office through December 31, 2019 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of July, 2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8661068782CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



September 23, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

RESIDENTIAL OPTIONS OF FLORIDA, INC.
P.O. BOX 111752
NAPLES, FL 34108

Re: Document Number N14000007124

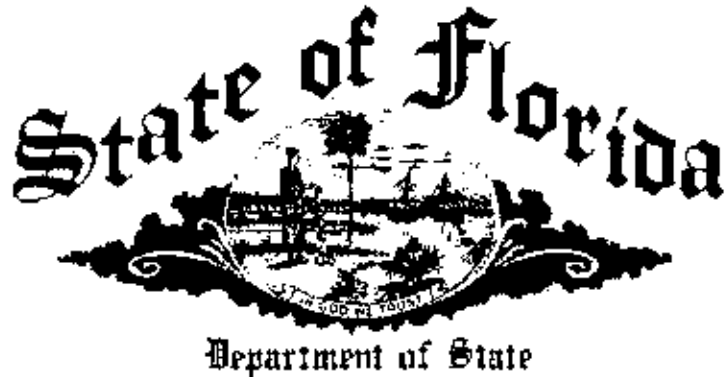
The Amended and Restated Articles of Incorporation for RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida corporation, were filed on September 20, 2019.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H19000282279.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 619A00019634



State of Florida
Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on September 20, 2019, for RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida corporation, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H19000282279. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N14000007124.

Authentication Code: 619A00019634-092319-N14000007124-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of September, 2019




Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address and mailing address of this corporation shall be maintained by the Corporation and amended from time to time.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This shall include the purpose of empowering individuals with intellectual and developmental disabilities to successfully obtain and maintain affordable and inclusive housing of their choice and to provide affordable housing and preserve the affordability of housing for low-income or moderate income people, including people with disabilities, in perpetuity.

ARTICLE IV: MANNER OF ELECTION

The Board of Directors shall be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the registered agent shall be determined by the Board of Directors and amended from time to time.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 3050 Horseshoe Drive N., Ste. 285, Naples, FL 34104.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized

and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION:

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

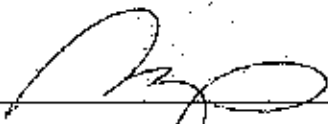
These Amended and Restated Articles of Incorporation were approved and adopted by the Board of Directors of the Corporation on September 19, 2019. The Corporation has no members entitled to vote.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided in Section 817.155, Florida Statute.

Dated this 19th day of September 2019.

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director and Registered Agent

NI4100000712

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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09/10/19--01007--022 **70.00

19 SEP 10 PM 2:24

2019 SEP 10 PM 1:28

R. WHITE
SEP 10 2019

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Residential Options of Florida, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Culhan F. Soldavini, Esq.

(Contact Person)

Legal Aid Attorney of Collier County, Inc.

(Firm/Company)

4436 Tamiami Trail East

(Address)

Naples, FL 34112

(City/State and Zip Code)

For further information concerning this matter, please call:

Culhan F. Soldavini, Esq. At (239) 298-8141

(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Not for Profit Corporations)

2019 SEP 10 PM

The following articles of merger are submitted in accordance with the Florida Not For Profit Corp. Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Residential Options of Florida, Inc.	Florida	N14000007124

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Roof Housing Trust, Inc.	Florida	N17000007406

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

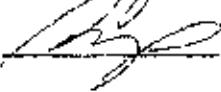
Typed or Printed Name of Individual &

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director

Roof Housing Trust, Inc.



Sheryl Soukup, CEO

PLAN OF MERGER

THIS PLAN OF MERGER is entered into on this 3rd day of September, 2019 by and between ROOF HOUSING TRUST, INC., a Florida not-for-profit corporation (or "TRUST"), whose address is 3050 Horseshoe Drive N., Naples, FL 34104 and RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida not-for-profit corporation (or "ROOF" or "Surviving Corporation"), whose address is 3050 Horseshoe Drive N., Naples, FL 34104, in accordance with Florida Statute 617.1101.

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WHEREAS, Residential Options of Florida, Inc. is a Florida nonprofit organization in good standing that filed its Articles of Incorporation with the Florida Department of State, Division of Corporation, on July 30, 2014, Document Number N14000007124; and.

WHEREAS, ROOF and TRUST have the same Board of Directors; and

WHEREAS, TRUST desires to merge with the Surviving Corporation in accordance with Chapter 617 of the Florida Statutes, and a Resolution was passed by a majority vote to that effect at a Special Meeting of the Board of Directors on August 27, 2019;

WHEREAS, ROOF and TRUST desire all of TRUST's assets, including its real estate to vest in the Surviving Corporation without reverse on or impairment, including real property located at 2610 Lakeshore Circle, Port Charlotte, FL 33952; and

WHEREAS, this Plan and Merger is adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes in August 2019; and

WHEREAS, the Surviving Entity desires to amend and restate its Articles of Incorporation, attached and incorporated hereto as **Exhibit "A"**, to include language one purpose of the Surviving Entity may be to maintain a community land trust; and,

NOW, IN CONSIDERATION OF THE PREMISES OF THE MUTUAL AGREEMENTS SET FORTH IN THIS PLAN, THE PARTIES AGREE AS FOLLOWS:

Section 1 Merger. TRUST and ROOF shall be merged into a single nonprofit corporation, in accordance with Chapter 617 of Florida Statutes, and the Surviving Corporation shall be known as Residential Options of Florida, Inc.

Section 2 Effective Date. The effective date of the merger shall be the date it is filed with the Florida Secretary of State.

Section 3 Effect of Merger. TRUST desires all of its assets, including its real estate to

vest in the Surviving Corporation without reverse on or impairment, including real property located at 2610 Lakeshore Circle, Port Charlotte, FL 33952; and

- a) At the effective date of merger, TRUST shall cease to exist separately and shall be merged into the Surviving Corporation in accordance with the provisions of this plan of merger and the Act.
- b) The Surviving Corporation shall possess all the rights and privileges of each of the merging corporations. It shall also possess title to all real, personal, and mixed property of and debts due to the merging corporations. Every other interest belonging to or due to each of the merging corporations shall be deemed to be transferred to and vested in the Surviving Corporation without the necessity of further action. The title to any real estate, or to any interest in the real estate, vested in either of the merging corporations shall vest in the Surviving Corporation.
- c) The Surviving Corporation shall assume and be liable for all of the liabilities and obligations of the merging corporations. It may prosecute or defend to judgment any claim existing or any action or proceeding pending by or against any of the merging corporations as if the merger had not taken place, or it may be substituted in place of the merging corporations. The merger shall impair neither the rights of creditors nor any liens upon the property of any of the merging corporations.

Section 4 Governing Document.

- a) At the effective date of the merger, the Surviving Corporation's Articles of Incorporation and bylaws, as amended, shall be the governing documents.
- b) The Surviving Corporation's governing documents shall be amended to include a provision that its purpose may be to hold property in a community land trust.

Section 5 Board of Directors. At the effective date of merger, the Surviving Corporation's Board of Directors shall be maintained.

Section 6 Representations and Warranties The merging corporations warrant that:

- a) the profit and losses of TRUST as of the date of this Resolution have been disclosed to ROOF; and
- b) the merging corporations each affirm that they have the authority to merge, and that there are no legal obstacles to such merger.

Section 7 Further Action. From time to time before the effective date of the merger and when requested by either merging corporation, the other corporation will take such actions as the requesting party may deem necessary or desirable and as are reasonable in order to vest in and confirm to the Surviving Corporation title to and possession of all of its property, rights,

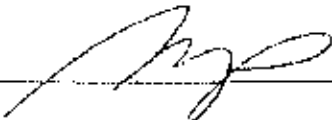
privileges, powers and franchises and otherwise to carry out the intent and purposes of this Plan of Merger.

Section 8 Governing Law. This Plan of Merger is intended to be performed in the State of Florida, and it shall be construed and enforced in accordance with the laws of Florida.

Section 9 Entire Agreement. This Plan of Merger constitutes the entire agreement between the parties. In the event any provision of this Plan of Merger is deemed void or unenforceable for any reason, the unenforceability shall not affect the remainder of the plan of merger, which shall remain in full force. Waiver by either party of a breach or a violation of any provision or term of this plan of merger shall not be construed to be a waiver of any subsequent breach of the provision or term, or of any other provision or term.


IN WITNESS WHEREOF, the undersigned have executed their names in their stated capacities as of this 4th day of September 2019.

Residential Options of Florida, Inc.:



Name: Sheryl Soukup, Executive Director

ROOF Housing Trust, Inc.:



Name: Sheryl Soukup, CEO

Exhibit "A"
to the Plan of Merger for Roof Housing Trust, Inc.
Amended and Restated Articles of Incorporation

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address and mailing address of this corporation shall be maintained by the Corporation and amended from time to time.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This shall include the purpose of empowering individuals with intellectual and developmental disabilities to successfully obtain and maintain affordable and inclusive housing of their choice and to preserve the affordability of housing for low-income or moderate income people, including people with disabilities, in perpetuity.

ARTICLE IV: MANNER OF ELECTION

The Board of Directors shall be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the registered agent shall be determined by the Board of Directors and amended from time to time.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 3050 Horseshoe Drive N., Ste. 285, Naples, FL 34104.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized

and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(e)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION :

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided in Section 817.155, Florida Statute.

Dated this 3rd day of September 2019.

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director and Registered Agent

**ARTICLES OF INCORPORATION
OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

14 JUL 30 PM 2:25
CORPORATION DIVISION
STATE OF FLORIDA

The undersigned, acting as incorporator of a Non for Profit Corporation under Chapter 617 of the Florida Statutes, hereby makes and adopts the following Articles of Incorporation for such corporation.

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address of this corporation shall be 9744 Campbell Circle, Naples, FL 34109. The mailing address of this corporation shall be P.O. Box 111752, Naples, FL 34108.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV: MANNER OF ELECTION

The initial directors of this corporation will be appointed by the incorporator. Subsequent directors will be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent is Charles Koval, c/o Dell Graham, 203 NE 1st Street, Gainesville, FL 32601.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 9744 Campbell Circle, Naples, FL 34109.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(e)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.




Charles Koval, Registered Agent

7/28/2014

Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Sheryl Soukup, Incorporator

7/23/14

Date

14 JUL 30 PM 2:25
CONF

**ARTICLES OF INCORPORATION
OF
ROOF HOUSING TRUST, INC.**

FILED
17 JUL 17 PM 12:48
REG. CLERK OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a Non for Profit Corporation under Chapter 617 of the Florida Statutes, hereby makes and adopts the following Articles of Incorporation for such corporation.

ARTICLE I: NAME

The name of the corporation shall be ROOF Housing Trust, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address of this corporation shall be 2640 Golden Gate Pkwy #112-A, Naples, FL 34105. The mailing address of this corporation shall be P.O. Box 111752, Naples, FL 34108.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including to acquire land to be held in perpetuity for the primary purpose of providing affordable housing for people with developmental disabilities, and including for other such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV: MANNER OF ELECTION

The initial directors of this corporation will be appointed by the incorporator. Subsequent directors will be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent is Sheryl Soukup, 2640 Golden Gate Pkwy #112-A, Naples, FL 34105.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 2640 Golden Gate Pkwy #112-A, Naples, FL 34105.

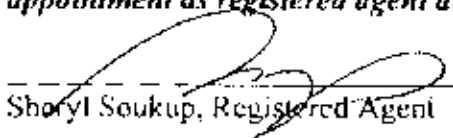
ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

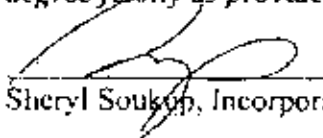


Sheryl Soukup, Registered Agent

7/11/17

Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Sheryl Soukup, Incorporator

7/11/17

Date

Attachment

7



Attachment 7
Site Control

Enclosed on the following pages are the following site control documents:

1. Site Control Certification Form
2. Purchase Agreement
3. Lease Agreement with a term greater than 50 years

Also included in this section of the application is an appraisal of the Subject Property.

FLORIDA HOUSING FINANCE CORPORATION
Site Control Certification Form

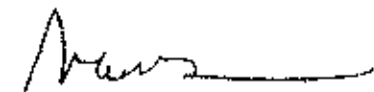
As of the Application Deadline for this RFA, the Applicant entity Sierra Bay Partners, Ltd.

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

Mara S. Mades

Name (typed or printed)

Member

Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.

SIMPLE FORM PURCHASE AGREEMENT

THIS SIMPLE FORM PURCHASE AGREEMENT (the "Agreement") is made by and between **SIERRA BAY APARTMENTS, LTD.** a Florida limited partnership ("Seller") and **RESIDENTIAL OPTIONS OF FLORIDA, INC.**, a Florida limited partnership ("Purchaser"), on September 19, 2019.

WITNESSETH:

1. **Premises.** Subject to the terms and conditions set forth below, Seller shall convey to Purchaser and Purchaser shall purchase from Seller the following described parcel of property situated in Miami-Dade County, Florida:

SEE EXHIBIT A ATTACHED HERETO (the "Premises").

2. **Purchase Price.** The sum of THREE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,300,000.00), subject to adjustments, credits, and prorations as set forth herein (the "Purchase Price"), shall be paid by Purchaser to Seller in cash at Closing.

3. **Title Insurance and Survey.** Seller shall provide to Purchaser a title commitment (the "Title Commitment") for an ALTA Form B, Marketability Policy (the "Title Policy") issued by an agent of First American Title Insurance Company (the "Title Insurance Company") covering title to the Premises, Purchaser may obtain a survey (the "Survey").

4. **Unpermitted Exceptions and Survey Defects.** If the Survey, the Title Commitment, or Purchaser's inspection of the Premises or the improvements thereon discloses any exceptions, requirements, necessary repairs, encroachments, or other issues which are not acceptable to Purchaser, in Purchaser's sole discretion, Purchaser shall have the right to either (a) terminate this Agreement upon written notice to Seller with neither party having any further obligation hereunder, or (b) waive such objection and proceed to Closing with no requirement that Seller make any changes or repairs.

5. **Seller's Documents.** Seller shall execute and deliver to Purchaser at Closing, the following:

(a) A deed executed by Seller conveying to Purchaser fee simple title to the Premises;

(b) Such other Closing documents as reasonably may be required to consummate the transaction or which may be required by the Title Insurance Company in order to issue the Title Policy as required by the Title Commitment.

6. **Expense Provisions.** Any documentary stamps and transfer/sales taxes, the cost of recording the deed, the cost of the Survey, and the title insurance premium shall be paid by Purchaser on or before Closing.

7. **Closing**. Subject to the terms and conditions hereof, the Closing of this transaction shall be completed, on or before December 31, 2020 (the "Closing Date"), with the agent of the Title Insurance Company acting as the Escrow Agent. At Purchaser's option, the Closing may be held sooner so long as Purchaser gives Seller notice of the revised Closing Date. Seller shall deliver possession of the Premises to Purchaser on the Closing Date.
8. **Prorations**. Real estate taxes for the year of the Closing shall be prorated on an accrual basis as of the Closing Date, based upon the most recent ascertainable taxes.
9. **Contract Construction**. This Agreement shall not be interpreted against either party solely because such party drafted the Agreement.
10. **Successors and Assigns**. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. **No Representations or Warranties**. Seller makes no representations or warranties to Purchaser and it is agreed by Seller and Purchaser that the Premises is sold in as "as is" and "where is" condition with no reliance on any representations made by Seller. Purchaser agrees that it will use its own due diligence on or before December 31, 2020 determine whether or not the Premises and any improvements thereon are fit for Purchaser's intended purposes.
12. **CDBG Funding**. The purchase of the Premises is subject to receipt of CDBG funding from the Florida Housing Finance Corporation in an amount sufficient to build a multi-family project (the "Contemplated Improvements").
13. **Amendments**. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser.
14. **Law**. This Agreement shall be governed by and construed in accordance with Florida law.
15. **Section Headings**. The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.
16. **Merger of Prior Agreements**. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.
17. **Attorney's Fees and Costs**. In any litigation arising out of or pertaining to the Agreement, the prevailing party shall be entitled to an award of its attorney's fees, whether incurred before, after or during trial, or upon any appellate level.
18. **Broker and Legal Representation**. Each party shall indemnify the other from claims for commissions made by any broker claiming that it had an agreement with such party.

IN WITNESS WHEREOF, the due execution hereof as of the day and year so stated.

WITNESSES:

"PURCHASER"

RESIDENTIAL OPTIONS OF FLORIDA,
INC., a Florida non-profit corporation

Bm
Barbara M. Maresca

By: [Signature]
Sheryl Soukup
Executive Director

WITNESSES:

"SELLER"

SIERRA BAY APARTMENTS, LTD., a
Florida limited partnership

[Signature]
Lean Wolfe

By: [Signature]
Mara S. Mades, Manager, CG Sierra Bay, LLC

Exhibit A

Parcel 1:

The West 1/2 of the SE 1/4 of the SE 1/4 of the SE 114, lying Northwesterly of the Florida East Coast Railroad Right of Way, LESS the East 100 feet and LESS the South 35 feet and the North 25 feet for street right of way purposes, in Section 12, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida; A/K/A Lot 5, LESS the East 100 feet, Randolph Acres, according to the map or plat thereof as recorded in Plat Book 43, Page 26, Public Records of Miami-Dade County, Florida.

Parcel 2:

Lots 3, 4, 7 and 8, Randolph Acres, a Subdivision of the SE 114 of the SE 1/4 of Section 12, Township 56 South, Range 39 East, according to the Plat thereof as recorded in Plat Book 43, Page 26, of the Public Records of Miami-Dade County, Florida, LESS the following described parcel of land: A portion of Lot 3 and Lot 8, Randolph Acres recorded in Plat Book 43 at Page 26 of the Public Records of Miami-Dade County, Florida, more particularly described as follows: Begin at the Southwest corner of said Lot 3, thence North 00°48 minutes 43 seconds West along the West line of Lot 3 and 8 of said Randolph Acres, for 599.18 feet; thence North 89°11 minutes 28 seconds East, along the North line of said Lot 8, for 55.54 feet; thence South 00°52 minutes 11 seconds East, along the West line of the East 112 of the East 112 of the SW 1/4 of the SE 1/4 of the SE 1/4 of Section 12, Township 56 South, Range 39 East, for a distance of 599.09 feet; thence South 89°05 minutes 55 seconds West along the South line of said Lot 3 or a distance of 56.07 feet (calculated 56.15 feet) to the Point of Beginning.

LESS

That portion of Lots 3, and 4, RANDOLPH ACRES, according to the plat thereof as recorded in Plat Book 43 at Page 26 of the Public Records of Miami-Dade County, Florida, lying Westerly of the Northwesterly right-of-way line of the Miami-Dade County Busway as shown on the Florida Department of Transportation Right of Way Map of Section 99006-2565, recorded in Road Plat Book 124 at Page 73 of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Containing 823 square-feet or 0.019 acres, more or less.