

REQUEST FOR PROPOSALS 2011-02

CREDIT UNDERWRITING, CONSTRUCTION AND
PERMANENT LOAN SERVICING, AND COMPLIANCE
MONITORING SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

RFP Publication Date: May 13, 2011
Responses Due: June 10, 2011 @ 2:00 pm ET

SECTION ONE INTRODUCTION

A. The mission of the Florida Housing Finance Corporation (Florida Housing) is to help our fellow Floridians live in safe, sanitary and affordable housing. Florida Housing has a need for qualified firms to perform credit underwriting, construction and permanent loan servicing, and compliance monitoring services for each Florida Housing program set forth in the applicable rule chapter of the Florida Administrative Code and other programs that Florida Housing may implement from time to time. Florida Housing is soliciting competitive, sealed responses from qualified Offerors to provide the services described in accordance with the terms and conditions set forth in this RFP, and any other term and condition in the final contract.

B. An Offeror shall include in his or her proposal all of the following services that are being requested in this RFP:

1. credit underwriting,
2. construction and permanent loan servicing, and
3. compliance monitoring.

C. Any proposal that excludes any component of services will be considered nonresponsive and will be automatically rejected from consideration by Florida Housing. Florida Housing intends to select more than one Offeror to provide the services specified in this RFP. Joint responses will be accepted. Any such Offerors, the various services that a selected Offeror is chosen to provide, and the method of combining the services of various Offerors to provide the complete set of services will be selected and determined through Florida Housing's subjective review of each Response.

D. Florida Housing may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information Florida Housing deems relevant in its selection of Offerors to whom to award a Contract.

SECTION TWO DEFINITIONS

For purposes of this document, the following terms shall be defined as follows:

“Board”

The Board of Directors of Florida Housing Finance Corporation.

“Borrower”

An individual or institution receiving funds in the form of a loan and obligated to repay the loan, usually with interest. A Borrower is called a mortgagor when the loan is secured by real estate.

“Business Continuity Plan”

Entity’s plan providing for the continuation and recovery of critical business functions in the event of any unplanned business interruption.

“Carryover” or “Carryover Allocation”

The provision under Section 42 of the IRC and Rule 67-48.028, F.A.C., which allows a Development to receive a Housing Credit Allocation in a given calendar year and be placed in service by the close of the second calendar year following the calendar year in which the allocation is made.

“CWHIP”

Community Workforce Housing Innovation Pilot Program as defined in Section 27, Laws of Florida 2006-69, which Florida Housing administers pursuant to Section 420.5095, Fla. Stat. and Fla. Admin. Code R. Chapter 67-58.

“Committee”

The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007.

“Construction Loan”

The financing that is made to a Developer for construction of a Development.

“Contract”

The document containing the terms and conditions of this Request for Proposals and any other term and condition to which the parties agree.

“Days”

Calendar days, unless otherwise specified.

“Demonstration Loan”

A loan issued through a solicitation process to provide affordable housing, after Florida Housing has identified the need within a targeted population, as approved by the Board.

“Developer”

A person or entity that has been awarded a loan or tax credits from Florida Housing to develop a property, which also includes an assignee, purchaser, or transferee of the Developer’s interest in the property.

“Desk Audit”

An off-site review of files and other documents that have been sent to the Servicer.

“Development”

A property that will undergo new construction, rehabilitation construction or both, by a Developer.

“Draw Request”

The request a Developer submits for disbursement of funds.

“Effective Date”

The date the last party signs the Contract(s) that is (are) awarded as a result of this RFP.

“EHCL”

The Elderly Housing Community Loan program that Florida Housing administers pursuant to Sections 420.507 and 420.5087(3)(d), Fla. Stat. and Fla. Admin Code R. 67-32.

“Energy Star”

A joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy, which certifies products and buildings that meet requirements for energy efficiency.

“Energy Star Qualified Homes Florida Building Option Package”

Revised on 1/05/2010, the Energy Star Qualified Homes Florida Building Option Package is a set of requirements specific to Florida created by Energy Star, a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy. Inspections and testing must be done by a certified Home Energy Rater.

“EUA”

Extended Use Agreement.

“Florida Green Building Coalition (FGBC)”

A green building certification program through which buildings are evaluated by third party verifiers to achieve a rating of bronze, silver, gold, or platinum. Residential buildings can be certified by either the FGBC Green Home Standard or the Hi-Rise Residential Standard.

“Florida Housing”

Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.

“Governmental Obligations”

Any part of an obligation evidenced by any bond, note, debenture, or other evidence of

indebtedness issued by any governmental unit specified in section 3(a)(2) of the Securities Act of 1933.

“Guarantor”

An individual, institution or other entity that guarantees to repay a debt if the Borrower defaults.

“HAP”

The Florida Homeownership Assistance Program that Florida Housing administers pursuant to Sections 420.507 and 420.5088, Fla. Stat. and Fla. Admin code R. 67-50.

“HOME”

The HOME Investment Partnerships Program which includes the Homeownership Loan Program and the Multifamily Rental Program, pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92 that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. 67-48 and 67-50.

“Home Buyer Second Mortgage Loan”

A HOME or HAP Permanent Loan to the home buyer to assist with down payment and closing costs that are provided in the form of a second mortgage.

“Home Energy Rater”

A state-certified energy rater who can perform the inspections and testing necessary for the Energy Star Qualified Homes Florida Building Option Package. Home Energy Raters can also perform tests and inspections for energy-related categories of LEED, FGBC, and NAHB green building certification programs.

“HOP”

The Homeownership Pool Program administered by Florida Housing and defined in Fla. Admin. Code R. 67-57.005(24).

“HOP Loan”

A zero percent (0%) interest rate, non-amortizing second mortgage loan as defined in Fla. Admin. Code R. 67-57.005(25).

“Housing Credit Program”

The Housing Credit program that Florida Housing administers pursuant to Sections 420.507 and 420.5099, Fla. Stat. and Fla. Admin. Code R. 67-48.

“HUD”

The United States Department of Housing and Urban Development.

“Interested Party”

A person or entity that obtains a copy of the RFP from Florida Housing.

“Leadership in Energy and Environmental Design (LEED)”

A green building certification program through which buildings are evaluated by third party verifiers to achieve a rating of certified, silver, gold, or platinum. LEED is a program of the U.S. Green Building Council.

“Lender”

The entity other than Florida Housing that provides a mortgage loan.

“LURA”

Land Use Restriction Agreement.

“Management Company”

A firm selected by the Developer and approved by Florida Housing to oversee the operation and management of the Development and who accepts compliance responsibility.

“Management Review and Physical Inspection Summary”

A Florida Housing form, included as Exhibit G.

“Member”

An entity which has been approved by Florida Housing to participate in the HOP Program as defined in Fla. Admin. Code R. 67-57.005(3 I).

“MMRB”

The Multifamily Mortgage Revenue Bond program that Florida Housing administers pursuant to Sections 420.507 and 420.509, Fla. Stat. and Fla. Admin. Code R. 67-21.

“National Association of Home Builders (NAHB) National Green Building Standard”

A green building certification for residential buildings. Buildings are evaluated by third party verifiers to achieve a rating of bronze, silver, gold, or emerald.

“Offeror”

Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP and who submits a response to this RFP.

“Permanent Loan”

The loan made to an eligible borrower that is not a Construction Loan.

“PJ”

Participating Jurisdiction.

“PLP”

The Predevelopment Loan Program that Florida Housing administers pursuant to Sections 420.507 and 420.526, Fla. Stat. and Fla. Admin. Code. 67-38.

“Program Report”

Florida Housing form PR-1, located as Exhibit E.

“QLI”

Qualified Lending Institution, meaning any bank, trust company, national bank, savings bank, state or federal credit union, insurance company, private or public pension fund, philanthropic institution, Florida local housing finance authority, the Florida Housing Finance Corporation in its capacity as a lender, or any other entity approved by Florida Housing.

“REAC”

Real Estate Assessment Center.

“Red Flag Plan”

Entity’s plan regarding identity theft prevention program, including how the entity will (1) identify, (2) detect and (3) respond to any pattern, practice, or specific account or record activity or any other warning sign (“red flag”) that indicates possible identity theft. Should indicate entity’s compliance with the federal Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003.

“RFP”

This Request for Proposals, including all exhibits referenced in this document and all other documents incorporated by reference.

“Response”

The written submission by an Offeror(s) to this RFP.

“SAIL”

The State Apartment Incentive Loan program that Florida Housing administers pursuant to Sections 420.507 and 420.5087, Fla. Stat. and Fla. Admin Code R. 67-48.

“Servicer”

The Offeror(s) that is (are) selected by the Board to perform all of the services requested in this RFP.

“Staff”

Any employee of Florida Housing, including the Executive Director.

“Supplemental Loan”

Supplemental Loan Program administered by Florida Housing in conformance with Fla. Admin. Code R. 67-48-0075(7).

“Tenant Income Certification”

Florida Housing form TIC-1, located as Exhibit F.

“Trustee”

Any bank, trust company, national banking association, co-Trustee and their successors and assignees appointed under any Trust Indenture or Supplemental Trust Indenture and having the duties, responsibilities and rights identified in said Trust Indenture or Supplemental Trust Indenture.

“Website”

The Florida Housing website, the home address of which is www.floridahousing.org.

**SECTION THREE
PROCEDURES AND PROVISIONS**

A. An Offeror shall submit an original and eight (8) copies of the Response in a sealed envelope marked “RFP 2011-02.” Each envelope or package containing Responses shall clearly state the name of the Offeror. An electronic copy of the response must be provided on a compact disc at the same time as the hard copies. The Response that is the original shall clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing shall receive any Responses on or before 2:00 p.m., Eastern Time, on Friday, June 10, 2011. Responses shall be opened at that time. Responses shall be addressed to:

Sherry Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
[Email: sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)

B. This RFP does not commit Florida Housing to award a Contract to any Offeror or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the Contract awarded are to be performed solely by the contractor and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Offerors from any source;
4. Select a pool of eligible Offerors to provide the services specified in this RFP, and select such Offerors to provide such services as Florida Housing shall deem appropriate;
5. Schedule an oral interview before the Committee and/or the Board from any

or all Offerors;

6. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's interest shall be best served; and
7. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.

E. Any Interested Party shall submit any question regarding this RFP in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Monday, May 23, 2011. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Thursday, May 27, 2011. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at:

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForProposals/>

Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall also send a copy of those questions and answers to any individual or entity that submitted questions to the RFP. Florida Housing shall determine the method of sending its answers, which may include regular U. S. mail, overnight delivery, fax, email or any combination of the above. Only written responses or statements from Florida Housing by Sherry Green or her designee that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the contents of this RFP or other specifications, including addenda, shall file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the Contract shall be for four years subject to a satisfactory annual performance review at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed twice, each for a one year period. Such renewal shall be at the sole option and discretion of Florida Housing.

H. Florida Housing requires that the Offeror have an office located in the State of Florida. If the Offeror does not anticipate being able to comply with this requirement, a written explanation should be submitted with its Response to this RFP and describe Offeror's capability to perform the services described by this RFP within the State of Florida.

SECTION FOUR SCOPE OF SERVICES

A. Credit Underwriting

- I. The Servicer shall provide Florida Housing with a credit underwriting analysis of the Development or proposed Developments, as requested by Florida Housing. The credit underwriting analysis of the Development shall include a recommendation as to whether the requested loan amount and/or housing credit allocation is adequate and the amount necessary for the financial feasibility and viability of each Development. The Servicer shall meet with Florida Housing and/or the applicant of each Development as requested by Florida Housing. Florida Housing may also request a credit underwriting analysis in regards to changes of ownership, re-financings, refunding, or other financing or restructuring requests that Florida Housing may receive.

- II. Credit underwriting for any Florida Housing program must comply with Chapter 420, Part V, Fla. Stat., and the following Rules, as may be amended from time to time, for each Florida Housing program set forth in the Florida Administrative Code:
 - a. Elderly Housing Community Loan Program – Chapter 67-32
 - b. Florida Homeownership Assistance Program – Chapter 67-50
 1. Home Investment Partnerships Program (HOME)
 2. Homeownership Assistance Program (HAP)
 - c. HOME Multifamily Rental Program – Chapter 67-48
 - d. Housing Credit Program – Chapter 67-48
 - e. Multifamily Mortgage Revenue Bonds Program – Chapter 67-21
 - f. Predevelopment Loan Program – Chapter 67-38
 - g. State Apartment Incentive Loan Program – Chapter 67-48
 - h. Demonstration Loans
 - i. Rental Recovery Loan Program – Chapters 67ER06-25 through 67ER06-41
 - j. Community Workforce Housing Innovation Pilot Program – Chapter 67-58
 - k. Farmworker Housing Recovery Program – Chapters 67ER06-49 through 67ER06-57 and 67ER07-01 through 67ER07-010
 - l. Special Housing and Assistance Development Program – Chapters 67ER06-49 through 67ER06-57 and 67ER07-01 through 67ER07-010
 - m. Supplemental Loan Program – Chapter 67-48.0075(7)

- III. The process to be used by the Servicer to underwrite all Developments financed by Florida Housing, or other QLIs needing credit underwriting analysis, shall address, at a minimum, the factors outlined in a. through v. below (as applicable according to the program):
 - a. With respect to the Development team, the Servicer shall:
 1. Review, verify and document executed certification forms and experience of Developers, general contractors, management companies, and assisted living

facility service providers confirming that the minimum requirements of the Application have been met.

2. Review Developments constructed and/or currently owned by Developer to determine that Developments are in good financial standing and, where applicable, in compliance with applicable statutes, rules, and regulations. If it is identified by the Servicer that the Developer's principals have other loans with Florida Housing, or other lenders, that are out of compliance, in default or non-performing as determined by Florida Housing, the loan recommendation shall include a summary of the problems.
3. Verify and document that the Certificate of Good Standing for the applicant entity through the Florida Department of State is current during credit underwriting.
4. Evaluate Developer's, Guarantor's, and general contractor's ability to complete a Development, based on their financial capability and stability as well as contingent liabilities for the Developer and Guarantors.
5. Evaluate financial capacity and stability of any syndicators and credit enhancers or bond purchasers. This shall include the review of the commitments from credit enhancers or bond purchasers, and housing tax credit syndicators.
6. Perform a credit analysis, if applicable in the program rules, for principals, Guarantors, general contractor, applicant and general partner (i.e., credit reports, bank references, trade references, written financial statements analysis, tax returns, bank deposit verification, etc.).
7. Review, verify and document executed certification forms and experience of general contractors and service providers for assisted living facilities.
8. Review the cost estimates and certifications from the Developer's architect, engineer, or other professionals.
9. Verify and document that the architect/engineer has a valid Florida license and carries Errors and Omissions insurance in an amount equal to the greater of \$1,000,000 or 10% of the construction contract amount.
10. Review the management agreement between the Management Company and the Developer, determine that the Development will be managed as an affordable housing Development and obtain a completely executed agreement prior to or at loan closing.
11. Verify and document the adequacy of the general contractor and owner's insurance policies as to dollar amount and types of coverage, and ensure that

Florida Housing is named as loss payee, mortgagee, and additional insured, as applicable.

- b. With respect to the location of the Development, the Servicer shall:
 1. Perform a physical site inspection and neighborhood analysis, to include, but not be limited to:
 - i. Proximity to employment, job centers, transportation, shopping, schools, day care centers, hospitals, health clinics, parks, senior centers and any other applicable service establishment; and
 - ii. Type of neighborhood including its appearance, growth or decline, and possible intrusion of commercial and industrial uses.
 2. Perform a site analysis to include the Development's:
 - i. Accessibility-ingress, egress, utilities, infrastructure and availability.
 - ii. Topography.
 - iii. Zoning and land use requirements compared to the Development and verify conforming use and concurrency.
 - iv. Environmental aspects – Review of Phase I Environmental Report and, if necessary, a Phase II Environmental Report, Asbestos Survey and Lead-Based Paint Report.
 - v. Local Government approval of preliminary plans and specifications.
 3. Obtain and review, including a comparison to the application, a plan and cost review (preconstruction analysis) and, where applicable, a capital needs assessment, for the Development.
- c. With respect to the appraised value of the Development, the Servicer shall:
 1. Review the appraiser's qualifications and technical sufficiency including the verification of current State of Florida certification and Florida license number. Florida Housing reserves the right to reject an appraiser.
 2. Review the appraiser's valuation approach and provide an opinion as to the validity of the technique and value conclusion.
 3. Review appraisal to determine whether the value of the land and the improvements to be acquired supports the acquisition cost.

4. Review appraisal to determine whether the value of completed or rehabilitated homes supports the proposed sales price of the homes.
 5. Confirm that the appraisal is certified and prepared for the Servicer as an agent for Florida Housing.
 6. For Developments built per Rule 67-50 and CWHIP Homeownership Units, review an appraisal for each model home proposed to be built and perform an affordability analysis for each.
- d. With respect to the market study of the Development, the Servicer shall:
1. Review the qualifications of professional economic and market consultants who provide the market study. Florida Housing reserves the right to reject a market study.
 2. Review and verify the market study report to make a recommendation as to whether the market exists to support both the demographic and income restriction set-asides and any fixed rents committed to in the application. (The market study may be a separate report from the appraisal.)
 3. Review the site for proximity to other market rate and affordable housing Developments and review the absorption rates, occupancy, and vacancy levels in the market, and the potential impact on existing Florida Housing Developments and the proposed Development.
 4. In addition to the requirements of this section, for the Housing Credits Program, order the market study and collect money from the Developer to pay for the market study.
 5. Confirm that the market study is certified and prepared for the Servicer as an agent for Florida Housing.
- e. With respect to the Development's economic feasibility, the Servicer shall:
1. Review the sources and uses of funds and operating pro-forma statements to make sure that the Developer has the resources to fund the cost of the Development and to cover the debt service requirements.
 2. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, ensure that buyers in the chosen set aside income ranges can afford the homes.
 3. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, review or recommend any pre-sale requirements that must be met prior to funding the Development.

4. For Developments built per Rule 67-50, evaluate the proposed sales price of homes to ensure that they do not exceed the limits established in Fla. Admin. Code R. 67-50 and 24 CFR Part 92. For CWHIP Homeownership Developments, evaluate the proposed sales price of the homes to ensure that they do not exceed the limits established in Fla. Admin. Code R. 67-48.
5. Obtain a copy of each Development's plans and specifications prior to submitting the credit underwriting report to Florida Housing for approval. Compare these for consistency to the capital needs assessment, where applicable, basic structure components, green and energy features, universal design and visitability features, amenities and other commitments included in the Development's application, and include the results of this comparison in the credit underwriting report. The Servicer shall also review final plans and specifications prior to the loan closing and shall notify Florida Housing of the results of this comparison. If construction has commenced, for HOME funded Developments, the Servicer must verify that the completed work meets Federal Labor Standards. For Demonstration Loans, the Servicer shall ensure that the Developer adheres to the requirements of the particular Demonstration Loan RFP under which funds were awarded, and other modifications outlined in the Development Plan submitted by the technical assistance provider.
 - i. New Construction
 - a) Developments that selected green building certification in the Application must contract with a third-party verifier from a green certification program specified in the UAC to carry out the certification. During Credit Underwriting, the Servicer shall verify that the Developer has contracted with a third party verifier from the following list which may be amended from time to time: Leadership in Energy and Environmental Design (LEED), Florida Green Building Coalition (FGBC) or National Association of Homebuilders National Green Building Standard (NAHB).
 - b) For Developments in the new construction category that are a mix of new construction and rehabilitation, the Servicer shall verify that the third party verifier has deemed that it is feasible for the entire Development to achieve certification. If the third party verifier determines that it is not feasible, the Developer will be subject to a reduction in the Developer fee, as outlined in the Universal Application instructions, and must select the approved number of green building features from the list in the Universal Application for those units in the Development which cannot be certified. If this situation occurs, the Servicer shall verify that the Developer has selected the approved number of green building features from the list in the Universal Application.

- c) For Developments that did not select green building certification, the Servicer shall verify that the approved number of green building features have been selected from the list in the Universal Application.
 - d) Developments that are required to comply with the Energy Star program referenced in the Universal Application must contract with a certified Home Energy Rater to carry out certification. During Credit Underwriting, the Servicer shall verify that the Developer has contracted with a certified Home Energy Rater. For Developments not required to comply with Energy Star requirements, the Servicer shall verify that the Developer is prepared to provide the required energy features as described in the Universal Application.
 - e) All proposed Developments that involve any new construction units must include the required universal design and visitability features and amenities listed in the FHFC Universal Design and Visibility Manual. For new construction Developments that selected to provide optional universal design and visitability features from the Universal Application, the Servicer must verify that the approved list of features are provided in at least 15 percent of the new construction units in the Development, as listed in the FHFC Universal Design and Visitability Manual. The inclusion of the Optional Universal Design and Visitability features in at least 15 percent of the new construction and rehabilitation units is in addition to the federal requirement of Section 504 of the Rehabilitation Act of 1973 that five (5) percent of all units be fully handicapped accessible.
- ii. Rehabilitation and Preservation
- a) Developments are required to include features and amenities listed below from the Universal Application that are deemed to be structurally and financially feasible through the capital needs assessment. The servicer must verify that the capital needs assessment has addressed the feasibility of each of these features and that the Developer will include the features deemed feasible.
 - 1) The universal design and visitability unit features listed in the FHFC Universal Design and Visitability Manual.
 - 2) The energy features listed in the FHFC Universal Application.

- b) The Servicer shall verify that green building features have been selected from the list in the Universal Application.
- f. The Servicer must perform an analysis of the Management Company, including a review of existing Developments currently being managed and determine whether the Management company is acceptable to manage the Development. Any identified noncompliance issues of the Management Company must be included in the analysis and disclosed in the credit underwriting report.
- g. The Servicer must complete a subsidy layering review if required by HUD, within the requirements set forth by HUD.
- h. The Servicer must obtain and review the following forms (which may be amended by Florida Housing from time to time), as required:
 - 1. Florida Housing Form 121 – Architect’s Fair Housing, Section 504 and ADA Design Certification.
 - 2. Florida Housing Form 122 – Architect’s Fair Housing, Section 504 and ADA As-Built Certification.
 - 3. Florida Housing Form 123 – Developer’s Fair Housing, Section 504 and ADA Design Certification.
 - 4. Florida Housing Form 124 – Developer’s Fair Housing, Section 504 and ADA As-Built Certification
 - 5. Florida Housing Form 125 – Construction Consultant’s Fair Housing, Section 504 and ADA Design Certification
 - 6. Florida Housing Form 126 – Construction Consultant’s Fair Housing, Section 504 and ADA As-Built Certification.
- i. For HOME programs, the Servicer shall ensure that Development materials and plans are in compliance with 24 CFR Part 92 and, when applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. Section 4601 et seq. and Federal implementing regulations at 49 CFR Part 24; and the requirements of section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended.
 - 1. With respect to relocation, the laws require that any tenant who is a legal resident of the project at the initiation of negotiations, as defined in 49 CFR 24.2, and must move either permanently or temporarily from his or her dwelling unit as a direct result of rehabilitation, demolition or acquisition of a HOME assisted project, are entitled to relocation assistance. In those instances, the Servicer shall, at a minimum, review:

- i. Written Notices to the tenants of the right to remain or the need to relocate.
 - ii. Evidence that the Developer provided advisory services to the tenants including notices, information booklets, explanation of assistance, referrals to social services, counseling and advice under the Fair Housing Act.
 - iii. The Development's pro-forma to ensure payment for the cost of temporary relocation, reimbursement of moving and related expenses; and the cost of replacement housing assistance for eligible tenants (42 months if tenant's income is 80 percent AMI and 60 months if tenant's income is less than 80 percent AMI) are reasonable and included.
- j. The Servicer must review source and use analysis to ensure that, for the HOME-assisted units, HOME funds are only used for eligible costs pursuant to 24 CFR Part 92.206.
- k. For the Housing Credit Program, the Servicer shall apply the applicable requirements of Section 42, Internal Revenue Code in its review and in its housing credit amount determination.
- l. For the Housing Credit Program, the Servicer must compute the number of housing credits a Development should receive by using the qualified basis calculation and the gap calculation. The Servicer must also compute the 50% test for Developments funded with tax-exempt bonds that are requesting 4% credits.
- m. For the Predevelopment Loan Program (PLP), the Servicer shall provide an analysis for any Development that is either: (1) using PLP funding for site acquisition or (2) requesting an extension of the loan term. In those situations where PLP funding is being requested for site acquisition, the credit underwriting report must provide Florida Housing with a recommendation as to whether the requested loan amount is adequate and of the amount necessary for site acquisition and related closing costs. In the instances where a PLP applicant is requesting an extension of the loan term, the Servicer shall provide Florida Housing with a recommendation as to the loan term extension.
- n. On a bi-monthly basis, the Servicer must submit written reports providing an update on the status of each Development the Servicer is in the process of underwriting. At a minimum, the report shall include: Development name and application number(s), name of credit underwriter, fee status, receipt dates of appraisal and market study reports, site visit date, units occupied, date of latest draft, date of final or revised final report and a comment section.
- o. After receipt of all requested material from the Developer, the Servicer shall

complete credit underwriting in accordance with the statutes and rules pertaining to the particular program (i.e., HOME, HAP, PLP, SAIL, MMRB) and make a written draft report to Florida Housing and the Developer. Florida Housing and the Developer shall make comments and submit to the Servicer for possible incorporation into a final credit underwriting report.

- p. The Servicer shall provide electronically the credit underwriting report data in an Excel template prescribed in Exhibits A-1, A-2 and A-3, which may be amended from time to time.
- q. The Servicer must be present when the final credit underwriting report is presented to the Board.
- r. The Servicer shall review proposed property insurance coverage, with special attention to exclusions of coverage, including mold, sinkholes and windstorms, and shall immediately notify Florida Housing in writing, on or before closing, as to the effect such exclusions have on the overall transaction.
- s. The Servicer must attend the loan closing for MMRB issuances only.
- t. The Servicer shall review commitment letters and other appropriate legal documentation to ensure that the loan terms outlined in the credit underwriting report are incorporated into the loan documents.
- u. The Servicer must also provide Florida Housing with a letter at closing that indicates that all loan closing conditions listed in the credit underwriting report have been met. The Servicer must also provide Florida Housing with a dated and signed copy of appropriated sources and uses and a construction draw schedule.
- v. For Developments built per Rule 67-50, the Servicer shall perform an analytical review of the proposed Development for applicants requesting purchase assistance loans to determine the feasibility and viability of the Development. Information and documentation required for this analysis may or may not entail compilation of all of the information included in Section Four, paragraph A, III of this RFP. This review shall be done in accordance with Fla. Admin. Code R. 67-50.

B. Construction Loan Servicing

- I. The Servicer shall provide the following services for all recipients of Construction Loans as applicable pursuant to the loan documents:
 - a. Establish servicing files for each Development that shall contain copies of all documents and reports pertaining to the Development.

- b. Review each Draw Request from the Developer. The Servicer shall determine that the following conditions, as applicable, have been met prior to each Draw Request being paid:
1. The work completed by the Developer justifies the amount of the draw based on a physical inspection (of the work completed) by the Servicer.
 2. The good and insurable title to the property is vested in the Developer, free and clear of all encumbrances, except as provided in the original title insurance commitment or policy insuring the Development and delivered at the loan closing, based upon a title endorsement provided by the Developer.
 3. The Developer, or its designee, has furnished the Servicer with an affidavit stating whether the Developer has been served with any written notice that a lien may be claimed for any amounts by any person or entity furnishing materials or performing labor of any kind in the construction process of the Development through the date of the previous disbursement. The affidavit shall include copies of the notices of any liens. In the event a lien has been filed against the property, the Servicer shall require that such lien be satisfied, escrowed, or bonded before approving a Draw Request.
 4. The Developer has procured proper construction lien waivers including, but not limited to, a contractor's affidavit or bonds from the general contractor and all sub-contractors, which have provided statutory "Notice to Owner" to the Servicer through the date of the previous disbursement.
 5. The Developer has furnished the Servicer satisfactory evidence that the undisbursed proceeds of the Construction Loan shall be sufficient to pay the cost of completing the construction of the Development as required by the Construction Loan documents and notify Florida Housing within 15 Days.
 6. The construction of the Development is not in violation of the LURA and/or EUA, or any covenants, restrictions, codes, or zoning ordinances affecting the Development.
 7. The Developer has provided the Servicer with a title endorsement indicating that there has been no change in the state of title to the Development since the issuance of the policy.
 8. An authorized officer of the Developer shall execute each Draw Request. The names and signatures of the officers of the Developer who are authorized to execute Draw Requests shall be provided to Florida Housing and the Servicer prior to the commencement of draw requests and

immediately following any change(s) in officers.

9. A draw approval from the Developer's engineer or architect, which indicates that work has been accomplished in accordance with the plans and specifications so as to entitle the Developer to the Draw shall accompany each Draw Request.
10. The general contractor's commercial general liability (CGL) policy (and the Developer's CGL if separate) and the engineer or architect's professional liability insurance, or comparable insurance coverage, is in force. The general contractor's CGL policy should contain additional insured language covering both the Developer and Florida Housing.
11. Any change orders are within the scope of the plans and specifications and in compliance with Florida Housing's rules and that the Developer has furnished the Servicer satisfactory evidence that the undisbursed proceeds of the Construction Loan shall be sufficient to pay the cost of completing the construction of the Development as required by the Construction Loan documents.
12. All Federal Labor Standards and Section 3 requirements have been met, for the applicable programs.
13. Florida Housing has been advised that all requirements for the Draw Request have been satisfied and, if any requirements are remaining and unfulfilled by the Developer.
14. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, the Developer has met any pre-sale requirements recommended in the Credit Underwriting Report.
15. The Developer has fully complied with all other provisions of the Construction Loan documents.
16. Included in the Draw Request authorization from the Servicer to Florida Housing, the Servicer shall include at least the following information:
 - i. The total amount of funds approved to be drawn by the Development;
 - ii. The funding source(s) and amount(s) funding the total Draw Request;
 - iii. The total gross amount of each funding source committed to the Development (in dollars), amount funded for each source after the given draw is disbursed (in dollars and percent of gross

commitment), and the remaining available funding for each source (in dollars);

- iv. The construction completion status stated as a percent of completion.
- c. Within five (5) Days after a physical inspection of the construction at the Development, or if physical inspections are sub-contracted by the Servicer within five (5) Days after receipt of an inspection report, notify Florida Housing and the Developer of approval, disapproval, or modification of the Draw Request. The inspection report must include statements that the following items have been considered in the scope of the inspection as well as the status of their appropriate compliance requirements: (i) features and amenities per the closing documents and; (ii) Section 504 requirements, as applicable.
- d. Provide a monthly written statement to the Developer of the amount due and payment date on the Construction Loan. All interest calculations shall be computed based on actual number of days divided by actual number of days.
- e. Collect loan payments from the Developer and make the appropriate remittances to Florida Housing within 20 Days of collection or when the balance due Florida Housing exceeds \$250,000. For remittances not received by Florida Housing within 20 Days of the date received by the Servicer, the Servicer may be subject to a 5% late charge of the remittance amount.
- f. Maintain all accounts for the collection of loan payments and escrow accounts in Federal Deposit Insurance Corporation (FDIC) insured custodial or trust accounts for Florida Housing, and where applicable, the mortgagors. If at any time, the amounts in the accounts exceed the maximum limits of the insurance provided by FDIC, the Servicer shall cause the depository institution to secure such excess by pledging as collateral Governmental Obligations at least equal to such excess or transmit an amount due to Florida Housing to reduce the account under the maximum limits of the insurance.
- g. Service delinquent accounts of Developers including, but not limited to, sending notices as required by the loan documents and implementing all appropriate collection procedures. The Servicer may retain late fees collected, after Florida Housing's interest, principal and other applicable fees, if any, have been paid. However, late fees retained by the Servicer shall not include late filing fees assessed to and collected from Borrowers for failure to submit audited financial statements by the required deadline. These late fees shall be remitted to Florida Housing.
- h. Analyze each capitalized interest account semi-annually to ensure adequate funding is available to complete construction. If the review determines the funds

in the account are inadequate to complete construction, Florida Housing shall be notified in writing within 15 Days of the determination.

- i. Establish escrow accounts for real estate taxes, insurance premiums, replacement reserves, sinking funds or any other accounts specified in the closing documents, if not held by the Trustee or first mortgagee. Review all escrow accounts on an annual basis for adjustments, if necessary. Accounts should be set up as follows:
 - Individual accounts for tax and insurance escrow;
 - Individual accounts for replacement reserve escrow;
 - Individual accounts for sinking fund escrow;
 - Interest bearing account titled in the Development's name, with Development tax identification number, in care of the Servicer;
 - Two signatories for all withdrawals/payments;
 - Monthly reconciliation performed by someone other than the individual who prepares deposits or withdrawals; and
 - Determination of adequacy after each disbursement.

If escrow accounts for real estate taxes, insurance premiums, replacement reserves and sinking funds are held by the Trustee or first mortgagee, where applicable, the accounts shall be verified monthly with the holder of the account to ensure that scheduled payments have been received.

With specific regard to replacement reserves, the reconciliation shall also disclose current per unit funding (required and actual) and a schedule of expenditures funded during the period.

- j. Upon request by Florida Housing, perform an analysis of disbursements from any escrow account.
- k. Verify the adequacy of all insurance policies as to dollar amount and types of coverage, and ensure that Florida Housing is named as loss payee, mortgagee, and additional insured, as applicable. Track the renewal or anniversary premium payment dates of all insurance policies. Notify Florida Housing, in writing, of any coverage lapses, policy terminations or expirations.
 1. In the event of a loss, the Servicer shall review and disburse the insurance proceeds in accordance with Section Four, Paragraph B of this RFP. Compensation for managing insurance proceeds in the event of a loss shall be at the hourly rates for extraordinary services outlined in the Contract.
- l. Verify in writing the Development is built to the standards set forth in the Developer's application to Florida Housing. Include statements that the following items have been considered in the scope of the inspection as well as the status of their appropriate compliance requirements: (i) features and amenities per the closing documents and; (ii) Section 504 requirements, as applicable.

- m. In addition to the physical inspections needed for processing Draw Requests, the Servicer shall conduct physical inspections of Developments at Florida Housing's request, and notify Florida Housing of any deficiencies found and recommend corrections.
- n. In the event that Florida Housing forecloses on a Development, the Servicer shall provide documents and other information in its files regarding the Development and testify on Florida Housing's behalf. If the Servicer is requested to provide additional services related to the foreclosure, the payment for such services shall be negotiated and agreed to prior to proceeding, but shall not be in excess of the hourly rates for extraordinary services outlined in the Contract.
- o. For the Housing Credit Program, a physical inspection of the Development shall be done to compare basic structure components, universal design and visitability features, green building features, energy features, and amenities to final plans and specifications and the application. When under construction (property not complete) a minimum of four (4) inspections with one (1) inspection occurring prior to 15% completion and one (1) inspection upon completion shall be conducted by the Servicer. For Developments generally complete and fully occupied, one (1) inspection with any necessary follow-up inspections, as directed by Florida Housing, shall be conducted by the Servicer. The Servicer shall verify the features and amenities as specified in the application as amended. The Servicer shall provide a written report of the findings of the inspections to Florida Housing within 15 Days of inspection.
- p. New construction Developments that are required to comply with the Energy Star program referenced in the Universal Application must have a completed thermal bypass inspection for each unit prior to drywall being put up as well as any other applicable inspection required by the referenced Energy Star program. The Servicer shall confirm that the appropriate inspection(s) has been completed by a certified Home Energy Rater. Upon completion of construction, the Servicer shall confirm that the Home Energy Rater has inspected each unit and each unit has met the requirements of the Energy Star program referenced in the Universal Application and that each unit has achieved the applicable Home Energy Rating System (HERS) Index or lower.
- q. New construction Developments that selected green building certification in the Universal Application must be inspected by a third party verifier from the following list which may be amended from time to time: Leadership in Energy and Environmental Design (LEED), Florida Green Building Coalition (FGBC), or National Association of Homebuilders National Green Building Standard (NAHB). The Servicer shall confirm that the third party verifier has inspected the Development and that it meets the requirements of the applicable green building certification program.

- r. Report the status of construction (buildings and units completed), each month to Florida Housing including the status of liens outstanding against the Development and the status of construction draws including amount of any draw, total amount disbursed, and balance of loan remaining. If a project is lagging behind the construction schedule projected in the credit underwriting report, the Servicer shall include that information in the monthly report. The form of the report shall be provided by Florida Housing.
- s. Track each property's status of completion and letters of credit, if any. The Servicer shall be responsible for recommending, in writing, to Florida Housing and the Trustee, if applicable, any draws prior to the expiration of the letter of credit and the release of the collateralization and the guarantee (according to the terms specified in the closing documents, if applicable), if all conditions outlined for release have been satisfied, or for recommending the continuation of the collateralization, if the satisfaction of the terms of the guarantee and/or bond documents, as applicable, have not been met, as determined by the Servicer.
- t. For Developments built per Rule 67-50 and CWHIP Homeownership Developments, provide reports to Florida Housing for Construction Loans being serviced.

A monthly report shall include, at a minimum, the following information:

- 1. Development name;
- 2. Development number that was assigned by Florida Housing;
- 3. Developer name;
- 4. Construction Loan amount;
- 5. Set-aside requirements;
- 6. Total Construction Loan funds disbursed;
- 7. Total Permanent Loan funds reserved for home buyers;
- 8. Total Permanent Loan funds received by home buyers;
- 9. Number of homes sold;
- 10. Number of households receiving Permanent Loans;
- 11. Number of confirmed pre-sales;

12. Details including: (i) all buyers purchasing homes in the Development; and (ii) separately those buyers purchasing homes in the Development receiving Permanent Loans, which summary of information shall include:
 - i. Average sales price;
 - ii. Average income;
 - iii. Average family size;
 - iv. Average age of Borrowers and average age of co-Borrowers;
 - v. Average age of Borrowers and co-Borrowers who are elderly as defined in Section 420.503(15), Fla. Stat., as amended;
 - vi. Total number of Borrowers and co-Borrowers that are farm workers, as defined in Section 420.503(18), Fla. Stat.; and
 - vii. Total number of Borrowers, by race (white; black or African American; Hispanic or Latino; American Indian and Alaskan Native; Asian; and Native Hawaiian and Other Pacific Islanders); and total number of co-Borrowers, by race.

13. Additionally, for each home built per Rule 67-50 purchased with a Permanent Loan:
 - i. Borrower's name;
 - ii. Number of persons in household;
 - iii. Gross annual household income;
 - iv. Legal description of property;
 - v. Sales price;
 - vi. Amount of Permanent Loan funds reserved, if applicable;
 - vii. Amount of Permanent Loan funds received, if applicable;
 - viii. Set-aside category;
 - ix. First mortgage interest rate;
 - x. Borrower's AMI % level;

- xi. Type of interest rate;
- xii. Type of loan; and
- xiii. Whether the Development meets its set-aside requirements.

II. The Servicer shall ensure that the requirements of the Davis-Bacon Act, 40 United States Code 276a-276a-5, as required by HUD, the Contract Work Hours and Safety Standards Act, 40 United States Code 327-333, Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 and 24 CFR Part 135, and the Copeland Act, 40 United States Code 276c, are being met during the construction of any Development receiving a HOME Loan or any other federally funded program where compliance of these requirements is required. The Servicer shall submit documentation sufficient for Florida Housing to certify to HUD that these requirements are being met.

- a. To aid in this process, Florida Housing shall perform the following functions for Federal Labor Standards requirements:
 - 1. Provide compliance procedure guidelines regarding Federal Labor Standards monitoring.
 - 2. Have certification signed regarding debarment, suspension, ineligibility and voluntary exclusion.
- b. The Servicer, or its designee, shall be required to perform functions including, but not limited to, the following:
 - 1. Verify the general contractor's eligibility for contract award.
 - 2. Forward information regarding Federal Labor Standards to the identified general contractor and all subcontractors.
 - 3. Conduct a pre-construction conference to review the Federal Labor Standards. At a minimum, the Developer and the general contractor shall attend.
 - 4. Prepare and issue pre-construction conference minutes to Florida Housing and all attendees.
 - 5. Re-verify wage rates of anticipated worker classifications using Davis-Bacon Act forms.
 - 6. Verify authenticity of any apprenticeship programs and proper registration of identified apprentices.
 - 7. Verify authenticity of any training programs and proper registration of identified trainees.

8. Conduct interviews of employees of the Developer, general contractor or sub-contractors using form HUD-11. This shall include monthly site interviews, and monthly mail interviews (postage paid return envelope provided).
 9. Review the certified weekly payrolls from the Developer, general contractor and all sub-contractors to ensure that:
 - i. The payroll report is complete.
 - ii. An employee record form has been submitted to the Servicer for each worker on the payroll.
 - iii. Classifications and wage rates are equal to or exceed the rates required by HUD.
 - iv. Overtime hours and wages are properly calculated.
 - v. Fringe benefits have been paid in cash to an approved third party plan, fund, or program.
 - vi. The ratio of apprentices to journeymen does not exceed the ratio stipulated under the approved program.
 - vii. The ratio of trainees to journeymen does not exceed the ratio stipulated under the approved program.
 10. Recommend withholding Draw Request disbursements to Developers if certified payrolls have not been forwarded when due or if outstanding discrepancies have not been resolved.
 11. Prepare and forward a Federal Labor Standards Report due no later than the 25th of each month to Florida Housing including the following:
 - i. Summaries of payroll reviews including all discrepancies and status of the resolution, including details of any restitution payments.
 - ii. Dates of all monthly site and mail interviews, and summary of issues resulting from the interviews.
 - iii. Any further information for Florida Housing to complete the HUD Semi-Annual Labor Standards Enforcement Report (HUD Form 4710).
- c. The Servicer, or its designee, shall be required to perform functions outlined and identified as Servicer Responsibilities in the Section 3 Plan for Florida Housing, as posted on the Florida Housing website.

C. Permanent Loan Servicing

- I. The Servicer shall provide the following services for all recipients of Permanent Loans, as applicable, pursuant to the loan documents:
 - a. Establish separate loan servicing files for each Development, which shall contain copies of all closing documents pertaining to the Development.
 - b. Furnish billing statements to the Developer with amount of payments due to Florida Housing. All interest calculations shall be computed based on actual number of days divided by actual number of days.
 - c. Collect loan payments and allocate funds to the appropriate servicing accounts and make all appropriate remittances to Florida Housing or the trustee, if applicable, within 20 Days of collection or when the balance due Florida Housing exceeds \$250,000. For remittances not received by Florida Housing or its Trustee, if applicable, within 20 Days of the date received by the Servicer, the Servicer may be subject to a late charge of 5% of the remittance amount, at the sole discretion of Florida Housing.
 - d. Maintain all accounts held on behalf of the Developer or Florida Housing in FDIC insured custodial or trust accounts for Florida Housing and, where applicable, the mortgagors. If at any time the amounts in the accounts exceed the maximum limits of the insurance provided by FDIC, the Servicer shall cause the depository institution to secure such excess by pledging as collateral Governmental Obligations at least equal to such excess or transmit an amount due to Florida Housing to reduce the account under the maximum limits of the insurance.
 - e. Service delinquent accounts of Developers, including, but not limited to, sending notices as required by the loan documents and implementing all appropriate collection procedures. Collection procedures should include, for accounts over 30 days past due, a phone call with the Developer. The Servicer may retain late fees collected, after Florida Housing's interest, principal and other applicable fees, if any, have been paid. However, late fees retained by the Servicer shall not include late filing fees assessed to and collected from Borrowers for failure to submit audited financial statements by the required deadline. These late fees shall be remitted to Florida Housing.
 - f. Establish escrow accounts for real estate taxes, insurance premiums, replacement reserves, sinking funds or any other accounts specified in the closing documents, if not held by the Trustee or first mortgagee. Review all escrow accounts annually for adjustments. Accounts shall be set up as follows:
 - Individual accounts for tax and insurance escrow;
 - Individual accounts for replacement reserve escrow;

- Individual accounts for sinking fund escrow;
- Interest bearing account titled in the Development's name, with Development tax identification number, in case of the Servicer;
- Two signatories for all withdrawals/payments;
- Monthly reconciliation performed by someone other than the individual who prepares deposits or withdrawals; and
- Determination of adequacy after each disbursement.

If escrow accounts for real estate taxes, insurance premiums, replacement reserves and sinking funds are held by the Trustee or first mortgagee, where applicable, these accounts shall be verified monthly with the holder of the account to ensure that scheduled payments have been received.

On an annual basis, provide a reconciliation of the escrow accounts relating to replacement reserves, real estate taxes, and property insurance, to include, at a minimum, the beginning balance, debits, credits and ending balance. With specific regard to replacement reserves, the reconciliation shall also disclose current per unit funding (required and actual) and a concise schedule of expenditures funded during the period.

- g. Upon request by Florida Housing, perform an analysis of disbursements from any escrow account.
- h. The Servicer shall ensure that at all times during the existence of the loan all buildings and improvements making up the Development are insured as required by the loan documents for the benefit of Florida Housing against loss or damage by fire and from such other insurable risks and hazards all as more specifically set forth in the mortgage and other loan documents. In the event the Developer fails to maintain such insurance in full force and effect, and upon the written authorization of Florida Housing, such insurance shall be maintained by the Servicer, subject to payment by Florida Housing, which shall advance necessary loan funds to the Servicer, upon request from the Servicer. The Servicer shall retain and safely store, service and continually maintain all such policies and documents related thereto as required herein.
- i. Review any amendment to, or renewal of, property insurance policies, to include but not limited to general liability, flood (if applicable), and replacement cost hazard insurance, with special attention to exclusions of coverage, including mold, sinkholes, and windstorms. All exclusions, or in the case of an amendment to or renewal of an existing policy, any changes from the original policy, shall be immediately reported, in writing, to Florida Housing Loan Servicing staff to include an assessment of the effect that such change or inclusions have on the overall transaction.
- j. Track each property's operating deficits, if any, such as a guarantee and/or letter of credit, on a semi-annual basis. The Servicer shall be responsible for

recommending, in writing, to Florida Housing (and the Trustee, if applicable) the release of collateralization and/or guarantees (according to terms specified in the loan documents), or the need for a draw request prior to the expiration of a letter of credit. If all conditions outlined for release have been satisfied or, for recommending the continuation of the collateralization, if the satisfaction of the terms of the guarantee and/or bond documents, if applicable, has not been met, as determined by the Permanent Loan Servicer.

- k. Provide loan servicing reports in writing to Florida Housing pursuant to the schedule of report dates provided by Florida Housing at the beginning of each year and as amended from time to time which identify all delinquent accounts, and/or default issues. Florida Housing's approved format, which may be amended from time to time, for the loan servicing reports is provided as Exhibit B.
- l. Provide loan servicing reports in writing to Florida Housing pursuant to the schedule of report dates provided by Florida Housing at the beginning of each year, and as amended from time to time, which identify all delinquent insurance issues. New non-compliance issues will be reported with the past dues for three consecutive months and then moved to the annual report. All issues that deal with a total lapse in coverage should be reported monthly until coverage is secured. Florida Housing's approved format, which may be amended from time to time, for the loan servicing reports is provided as Exhibit C.
- m. Provide quarterly (March, June, September, December) Trial Balances to Florida Housing on the last day of the month following the end of the quarter (4/30, 7/31, 10/31 and 1/31) for each program area identifying the current loan balances and accrued and unpaid interest of all Developments in the Servicer's portfolio being serviced on behalf of Florida Housing. Florida Housing's approved format for the quarterly Trial Balances is provided as Exhibit D.
- n. Timely file Uniform Commercial Code (UCC-3) continuation statements with the Florida Secretary of State and where applicable, with the appropriate county office.
- o. For Borrowers purchasing homes constructed in conjunction with Rule 67-50, the Homeownership Pool Program (HOP), or CWHIP, perform a Borrower analysis to determine the eligibility of persons applying for subordinate mortgage loans by performing, at a minimum, the following:
 1. Review Mortgagor's affidavits and Lender's affidavits for the following:
 - i. Completion and execution of documents in accordance with procedures by the Home buyer and the Lender, as applicable;
 - ii. Verification that each home buyer's gross annual family income

does not exceed program income limits;

- iii. Verification that the purchase price of the home does not exceed program limits;
 - iv. Verification that all conditions in the firm commitment to the Developer have been met and immediate notification to Florida Housing of noncompliance with the conditions of the commitment.
2. Prior to the home buyer closing and receiving the subordinate mortgage, the Servicer or its designee shall inspect the construction of the house, if constructed per Rule 67-50 or CWHIP and assure Florida Housing, in writing, that all applicable program application requirements have been met.
 3. If constructed per Rule 67-50 and for the HOME program only, prior to the home buyer closing and receiving the subordinate mortgage, the Servicer or its designee shall inspect the construction of the house and assure Florida Housing that all applicable HUD Requirements (24 CFR Part 92) have been met.
 4. The Servicer shall review and verify required documents under Rule 67-50, the HOP Program, or CWHIP and set up individual files for each house (in addition to the servicing file for the entire Development mentioned previously in part I.a. of this section, if applicable) containing appropriate documentation (including income verification documents, location, purchase price, HUD Uniform Relocation Act Notice to Sellers, HUD Housing Quality Standards Inspection, Environmental Review checklist, Lead Based Paint Notice, HOME Program Agreement, promissory note, certified original copy of subordinate mortgage, HUD-1 Settlement Statement, title insurance policy, copy of first mortgage note and mortgage); and
 5. Submit a complete file on the home buyer to Florida Housing on or before the 45th Day after the date of closing of the subordinate mortgage, or an explanation as to why the file has not been submitted, accompanied by appropriate documentation.
- p. Upon request by Florida Housing, the Servicer shall annually verify whether the residence continues to be occupied by the person named on the subordinate mortgage. The Servicer verification shall be performed in compliance with the following Florida Housing and HUD standards.
1. Send a letter to the person named on the subordinate mortgage, or that person's surviving spouse, requesting a notarized statement regarding occupancy of the house and requesting a copy of the most recent utility

bill that must reflect the address of the house.

2. If no response is received to the first letter, the Servicer shall send a second letter within three (3) months requesting the same information to the person named on the subordinate mortgage, or that person's surviving spouse.
 3. If no response to either the first or second letter is received, Florida Housing shall be sent written notification of those residences not responding. The Servicer shall also suspend future efforts to verify occupancy until notified by Florida Housing in writing to resume.
 - q. The Servicer shall ensure that at all times during the existence of the loan all buildings and improvements making up the Development are insured as required by the loan documents for the benefit of Florida Housing against loss or damage by fire and from such other insurable risks and hazards all as more specifically set forth in the mortgage and other loan documents. In the event the Borrower fails to maintain such insurance in full force and effect, and upon the written authorization of Florida Housing, such insurance shall be maintained by the Servicer, subject to payment by Florida Housing, which shall advance necessary loan funds to the Servicer, upon request from the Servicer. The Servicer shall retain and safely store, service and continually maintain all such policies and documents related thereto as required herein.
- II. The Servicer shall promptly notify Florida Housing of any of the following which may come to the attention of the Servicer with respect to the loan:
- a. Any failure of the Developer to perform any covenant or obligation, applicable to it, under the loan documents (of which the Servicer has knowledge).
 - b. Abandonment of the Development.
 - c. Any lack of repair or deterioration or waste suffered or committed in respect to the Development.
 - d. Any other matter which would adversely or materially affect or result in diminution of value of the security described herein and in the loan documents.
 - e. Any loss or damage by fire or any hazard to the Development requiring repairs costing in excess of fifteen thousand dollars (\$15,000) to restore the Development to its condition prior to such loss or damage.

D. Compliance Monitoring

Servicing for any Florida Housing program must comply with Chapter 420, Part V, Fla. Stat., and Fla. Admin. Code R. 67-53, as may be amended from time to time, for each Florida

Housing program set forth in the applicable rule chapter of the Florida Administrative Code. To ensure each Development's compliance with Federal and State laws, rules, and any loan closing documents currently in effect and as may be revised from time to time, the Servicer shall provide, at a minimum, the following services:

I. Pre-Occupancy Conference/Training

Prior to the leasing of any Development units, the Servicer shall conduct a pre-occupancy conference/training with the Developer or Management Company personnel to provide complete instructions on items a. through q., below. Upon completion of the conference/training, the Servicer shall provide written confirmation to Florida Housing that the items specified in a. through q. below have been addressed:

- a. Federal requirements including, but not limited to, the minimum number of set aside units, certification and recertification of tenants, and next available unit documentation;
- b. State laws including, but not limited to, additional set aside units and any program requirements as may be required by Section 420, Part V, Fla. Stat., as may be amended from time to time;
- c. Florida Housing rules concerning tenant income restrictions;
- d. Requirements of the loan closing documents or application, as applicable;
- e. Resident Programs/Public Purpose Requirement/Public Policy Criteria;
- f. Affirmative Fair Housing Marketing requirements as applicable, as may be amended from time to time;
- g. Tenant applications - specific information necessary for continued program compliance;
- h. Income limits;
- i. Rent Limits as applicable, as may be amended from time to time;
- j. Income verifications;
- k. Utility allowances;
- l. Annual income and assets;
- m. Tenant income certifications;

- n. Leases;
- o. Program Reports;
- p. Management units, and;
- q. Developer's responsibilities including, but not limited to:
 - 1. Notifying the Servicer of any change in management personnel; and,
 - 2. Notifying Florida Housing of any change in ownership of the Management Company.

II. Program Reports

For all Developments funded by Florida Housing, the Servicer shall collect Program Reports (form PR-1, Exhibit E) from the Developer or Management Company. The Program Report provides a unit-by-unit listing of all units in the Development and gives detailed information regarding the occupants' eligibility and set-aside requirements. The Program Report shall be collected electronically in accordance with the deadlines stated in part b. of this section.

- a. The Servicer shall perform the following functions regarding the Program Reports:
 - 1. Review Program Report Recap of Tenant Income Certification Information section for completeness, including proper execution and income eligibility.
 - 2. Confirm that all required re-certifications are completed in a timely manner.
 - 3. Confirm that all new move-ins and move-outs have been correctly designated.
 - 4. Review the Program Report to determine that the applicable program set-aside requirements have been met.
 - 5. The Servicer shall keep all Program Reports and Tenant Income Certifications (Exhibit F) in files of the Servicer.
 - 6. Contact the Developer or Management Company, as applicable, immediately following the due date if the Program Report has not been received. A record shall be kept of the tardiness of responses. If a pattern of tardiness develops, a letter shall be sent by the Servicer to the Developer and Management Company, giving notice that extra effort should be made to have reports in before the deadline.

7. Write or telephone the Developer or the appropriate Management Company personnel, as applicable, regarding any discrepancies in Program Reports. Responses from the Developer or Management Company are due to the Servicer within fifteen (15) Days of the notification of the discrepancy. If the Developer or Management Company does not respond on or before the end of the fifteen (15) Day period, the Servicer shall contact the Developer or Management Company, as applicable, to determine the reason. Any telephone response shall be documented in the Development file.
 8. In cases of incorrect Program Report information, the Servicer shall make a note to the file to review the next Program Report to see that errors have been corrected and shall instruct the Developer to submit a corrected Program Report electronically to Florida Housing.
- b. Submission of Program Reports shall be as follows:
1. Initial Program Reports
 - i. For those Developments receiving competitive Housing Credits or HOME Rental, funds, if the Development is occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which the loan closing or the execution of the carryover allocation agreement occurred, and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.
 - ii. For those Developments receiving competitive Housing Credits or HOME Rental funds and the Development is not occupied at closing or carryover, the Initial Program Report shall be prepared as of the last day of the calendar month during which rental of the initial unit occurred and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.
 - iii. For those Developments receiving an allocation of non-competitive Housing Credits without any Florida Housing issued loans, the initial Program Report shall be prepared as of the last day of the calendar month during which final Housing Credit allocation occurred and shall be submitted no later than the 15th of the following month. The Servicer shall collect a copy of the Program Report accompanied by copies of executed Tenant Income Certifications for ten percent (10%) of the certified units.
 2. Ongoing Program Reports:

- i. Except for HOME Rental, subsequent Program Reports shall be prepared as of the last day of the calendar month and are due no later than the 15th of each month of the regulatory period. The Servicer's copy of the Program Reports shall be accompanied by copies of ten percent (10%) of the executed Tenant Income Certifications effective since the last Program Report.
- ii. HOME Rental
 - a) Subsequent Program Reports shall be prepared as of the last day of the calendar month and are due to Florida Housing only no later than the 15th of each month of the regulatory period.
 - b) Annually, for each year of the Compliance Period, on a date established by Florida Housing, the Servicer shall collect a copy of the Program Report accompanied by copies of ten percent (10%) of the executed Tenant Income Certifications that were effective during the reporting year. Additional reports and information shall be collected by the Servicer at such other times as Florida Housing or the Servicer may, in their discretion, request.

3. MMRB Certificate of Continuing Program Compliance

- i. The Servicer shall collect the Certificate of Continuing Program Compliance (CCPC) for each Program Report, if applicable to the Development.

III. Management reviews and physical inspections

The Servicer shall conduct a management review consisting of a review of tenant files, the administrative procedures of the Management Company, and a physical inspection of the Development. The purpose of the management review and physical inspection is to evaluate management of the Development, to conduct an onsite inspection of the premises, and to provide any information needed by the Developer in order to fulfill the compliance requirements.

The units and tenant files to be inspected and reviewed by the Servicer must be chosen in a manner that will not give owners advance notice that a unit and tenant file for a particular year will or will not be inspected and reviewed. However, the Servicer may give an owner reasonable notice that an inspection of the building and units or files will occur so that the owner may notify tenants of the inspection or assemble tenant files for review.

Follow-up Reviews may be required, based on the quantity and nature of the issues found by the Servicer and/or failure to meet Uniform Physical Condition Standards

during a management review. The Servicer may schedule a follow-up review, onsite or Desk Audit, on or before the 90th Day after the response due date. The Servicer shall re-examine previously-reviewed files containing discrepancies and previous physical inspection issues, if any, to ensure the Developer or Management Company corrected noted discrepancies and issues. The Servicer shall also review additional files/inspect additional units to determine whether acceptable procedures are currently being followed.

a. Frequency of management reviews and physical inspections conducted by the Servicer:

1. Housing Credits

- i. For nine percent (9%) Housing Credit Developments which have units occupied at the time of carryover or final allocation, whichever occurs first, the Servicer shall conduct the initial review:
 - on or before the 120th Day prior to the anticipated placed in service date reflected in the Carryover Allocation Agreement; or
 - on or before the 120th Day after final allocation.
- ii. For nine percent (9%) Housing Credit Developments with no occupied units at the time of carryover, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any unit.
- iii. For four percent (4%) Housing Credit Developments financed with local housing authority bonds and with no other funding from Florida Housing programs, the Servicer shall conduct the initial review on or before the 120th Day after final allocation.
- iv. The Servicer shall conduct on-site inspections of all buildings in the Development by the end of the second calendar year following the year the last building in the project is placed in service and, for at least twenty percent (20%) of the project's low-income units, inspect the units and review the low-income certifications, the documentation supporting the certifications, and the rent records for the tenants in those units in accordance with, 26 CFR 1.42-5(c)(2)(ii)(A), Monitoring compliance with low income housing credit requirements.
- v. Subsequent reviews shall be conducted within three (3) years of the previous review (whether initial or subsequent) throughout the

compliance period, and annually throughout the extended use period.

2. SAIL and CWHIP

- i. For Developments that have units occupied at the time of loan closing, the Servicer shall conduct the initial review prior to loan closing or on or before the 120th Day after loan closing, and subsequent reviews shall be conducted within one (1) year of the previous review, whether initial or subsequent, throughout the compliance period.
- ii. For Developments with no tenants at the time of loan closing, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any SAIL unit, and subsequent reviews shall be conducted within one (1) year of the previous review (whether initial or subsequent) throughout the compliance period.

3. HOME Rental

- i. For Developments which have units occupied at the time of loan closing, the Servicer shall conduct the initial review prior to loan closing or on or before the 120th Day after loan closing, and subsequent reviews shall be conducted throughout the period of affordability as listed in the Subsequent Review Schedule below.
- ii. For Developments with no units occupied at the time of loan closing, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any HOME assisted unit, and subsequent reviews shall be conducted throughout the period of affordability as listed in the Subsequent Review Schedule below.

Subsequent Review Schedule

| Total Units in Development | Frequency of Reviews |
|----------------------------|---------------------------------------|
| 1-4 | Within 3 years of the previous review |
| 5-25 | Within 2 years of the previous review |
| 26+ | Within 1 year of the previous review |

4. MMRB

- i. For Developments which have units occupied at the time of loan

closing, the Servicer shall conduct the initial review prior to loan closing or on or before the 120th Day after loan closing and subsequent reviews shall be conducted within one (1) year of the previous review, whether initial or subsequent, throughout the qualified project period/compliance period.

- ii. For Developments with no units occupied at the time of loan closing, the Servicer shall conduct the initial review on or before the 120th Day after the leasing of any unit and subsequent reviews shall be conducted within one (1) year of the previous review, whether initial or subsequent, throughout the qualified project period/compliance period.

b. Management review and physical inspection procedures include the following:

1. Physical Inspection of Units

The Servicer shall randomly select and inspect a Development's units to determine if those units meet the HUD Uniform Physical Condition Standards and/or local and state codes. The Servicer shall notify management to provide notice pursuant to Section 83.53, Fla. Stat., to tenants for unit inspections.

Physical Inspection includes:

- i. Inspection of the buildings including unit features, including but not limited to green, energy and universal design visitability features, Development amenities, and the grounds (including landscaping) to identify any deferred maintenance and evaluate overall appearance and compliance with LURA and EUA requirements and indicate findings on the Management Review and Physical Inspection Summary.
- ii. Inspection of the building including unit features, including but not limited to green, energy and universal design visitability features to ensure that any features replaced during maintenance are comparable or updated per the function of the original feature.
- iii. When calculation of the percentage of units to inspect results in a fraction of a unit, that unit shall be considered to be included in the units that shall be inspected. Units selected shall be dispersed throughout the Development with no more than one unit selected per building, until one unit has been selected from each building, before selecting a second unit in any building.

iv. The number of units to be inspected (if there is more than one (1) program, the most stringent applies):

- a) Housing Credits twenty percent (20%) of the set-aside units, plus a minimum of two (2) other units randomly selected.
- b) SAIL, CWHIP and MMRB – as follows:

| # of set-aside units | # of units to be inspected: set asides + other |
|----------------------|---|
| 1-50 | 5 + 1 random |
| 51-200 | 8 + 2 random |
| 200+ | 10 + 2 random |

- c) HOME Rental – fifteen percent (15%) of the HOME-assisted units with a minimum of one (1) unit per building, plus a minimum of two (2) other units randomly selected.

2. Tenant Files and Records

The Servicer shall:

- i. Review the sequence of the certification procedure to ensure that no person or family occupies a Development unit prior to being properly certified. Within each of the tenant’s files reviewed, the Servicer shall inspect and verify the following:
 - a) Application(s) - check for completeness and inclusion of total income from all sources, including assets.
 - b) Verification(s) of income - examine for completeness, timeliness and compare to the application and the initial and/or current Tenant Income Certification for agreement.
 - c) Lease (initial and current) - examine to ensure that all occupants of the unit are listed, the lease is fully executed, the terms of the lease meet LURA and/or EUA requirements, and confirm that the current rent for the unit does not exceed applicable rent limits, if any.
 - d) Tenant Income Certification (initial and/or current) - check for completeness and confirm the amount of income documented in the tenant file.

- 1) Housing Credit - Examine the files for a minimum of twenty percent (20%) of the set-aside units (the same files as for the units inspected).
- 2) SAIL, CWHIP and MMRB - Randomly select for examination from the units selected for inspection tenant files equivalent to ten percent (10%) of the set-aside units in the Development. Where application of the ten percent rule results in a fraction of a file, that file, shall be considered to be included in the files that shall be examined. Files selected shall be dispersed throughout the Development with no more than one file selected per building, until one file has been selected from each building, before selecting a second file in any building.
- 3) HOME Rental - Randomly select for examination a minimum of fifteen percent (15%) of the tenant files (of the set-aside units in the Development) with a minimum of one (1) unit per building.
- 4) The Servicer shall have the option of a Desk Audit. If a Desk Audit is performed, all costs of secure shipment of the tenant files shall be borne by the Servicer and the physical inspection of the property shall be conducted within sixty (60) Days of completion the Desk Audit.
- 5) Housing Credit, HOME Rental, CWHIP, ELI or 501(c)(3) Bonds – Review rents and utility allowance verification.
- 6) For Developments receiving HOME funds whose tenants may be displaced as a result of the construction or rehabilitation of the Development also, at a minimum, review for compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. and Federal implementing regulations at 49 CFR Part 24; and the requirements of section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended:
 - i) The Development’s Anti-Displacement Policy;
 - ii) Evidence that the Developer provided advisory services to the tenants including notices; information booklets, explanation of assistance, referrals to social services, counseling and advice under the Fair Housing Act; and,

iii) Payments to eligible tenants for the cost of temporary relocation, reimbursement of moving and related expenses; and the cost of replacement housing assistance for forty two (42) months if tenant's income is eighty percent (80%) AMI or sixty (60) months if tenant's income is less than eighty percent (80%) AMI are reasonable and included.

3. The administrative procedures of the Developer and/or Management Company.

The Servicer shall:

Review the following administrative procedures at a minimum and indicate findings on the Management Review and Physical Inspection Summary:

- i. Tenant selection and orientation
- ii. Maintenance program
- iii. Security Program
- iv. Organization and supervision
- v. Training
- vi. Advertising and Affirmative Fair Marketing
- vii. Tenant programs and services to include, but shall not be limited to, verification and review of executed memorandums of understanding, addendums, diplomas, and any certifications, as applicable.
- viii. Confirm that all terms and conditions of the regulatory agreement are being met.

4. Transmittal of Management Review and Physical Inspection Summary

The Servicer shall prepare and send the Management Review and Physical Inspection Summary (Exhibit G) to the Developer, the Management Company representative, the onsite manager, Florida Housing and, if the Development is MMRB, the Trustee and the Servicer for the credit enhancer. The Servicer shall require the Developer to acknowledge receipt of the Management Review and Physical Inspection Summary to the Servicer within ten (10) Days from the date the Management Review and

Physical Inspection Summary was mailed and respond in writing to the Servicer and Florida Housing within thirty (30) Days of the date the Management Review and Physical Inspection Summary was mailed. The Servicer shall review the response to determine whether all discrepancies have been satisfactorily corrected and follow-up with the Developer or Management Company representative until resolved. If a response has not been received by the due date, the Servicer shall follow up with the Developer or Management Company until the response is received.

5. Non Compliance

At the request of Florida Housing, the Servicer shall inquire or investigate a non-compliance issue and notify Florida Housing of the findings. On a regular basis as defined by Florida Housing, the Servicer shall provide a report summarizing all noncompliance issues for Developments in their portfolios.

i. Housing Credit

a) For Housing Credit Developments that are within the Housing Credit compliance period, the Servicer shall notify the Developer, with a copy to Florida Housing, of noncompliance noted as result of a management review and physical inspection or Program Report. The notice shall provide the Developer with a thirty (30) Day correction period, and advise the Developer that Florida Housing shall file IRS form 8823 with the Internal Revenue Service for non-compliance, even when corrected. The Servicer shall provide Florida Housing with the necessary information and/or documentation needed for filing IRS form 8823.

b) For Housing Credit Developments that are in the EUA time period, the Servicer shall notify the Developer, with a copy to Florida Housing, of noncompliance noted as result of a management review or Program Report. The notice shall provide the Developer with a thirty (30) Day correction period.

ii. SAIL, MMRB, CWHIP, and HOME Rental

The Servicer shall notify the Developer, with a copy to the Management Company and Florida Housing, of noncompliance noted as result of a management review or Program Report. The notice shall provide the Developer with a thirty (30) Day correction period.

6. Close-Out Letters

The Servicer shall provide the Developer and Florida Housing with a close-out letter when all discrepancies have been corrected satisfactorily, unless otherwise directed by Florida Housing.

7. Correspondence

Florida Housing shall be provided copies of any correspondence by the Servicer relating to any monitored Developments within thirty (30) Days of the correspondence's origination.

IV. Additional Duties of the Servicer

- a. Daily availability to Developer, Management Company personnel, and onsite staff to answer any questions concerning compliance.
- b. Provide Florida Housing with a written monthly management review and physical inspection schedule seven (7) Days prior to the 1st Day of each month.
- c. Collect and submit electronic copies to Florida Housing's Asset Management staff, copies of Part II of Form 8609, Low-Income Housing Credit Allocation and Certification, submitted to the IRS, from owners receiving an allocation of Housing Credits from Florida Housing. Notify Florida Housing annually of Developments in their portfolio that are transitioning to year sixteen.
- d. Any change in ownership and/or Management Company may require additional reviews.
- e. Additional training to instruct Developer and/or Management Company personnel on compliance requirements shall be conducted as deemed necessary by the Servicer or Florida Housing.
- f. Participate in and/or conduct regional training workshops and/or webinars for Developers and Management Company personnel to ensure compliance with Federal laws and regulations, State laws, and Florida Housing rules concerning program requirements. Workshops and/or webinars are to be conducted at least quarterly.

**SECTION FIVE
CERTIFICATION**

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection G, of this RFP, each Offeror certifies that:

A. The Offeror submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

“Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in part:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than the compensation agreed upon in the Contract that results from this RFP, unless that Offeror has written consent from Florida Housing's Executive Director after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking written consent from Florida Housing's Executive Director. If the Offeror is found to be in noncompliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

SECTION SIX INFORMATION TO BE PROVIDED IN RESPONSE

In providing the following information, restate each item and sub-item (with its letter and number), limit your proposal to one bound volume. Responses to the items should be included immediately after the restated items without any reference to any appendix.

A. GENERAL INFORMATION

1. Provide a description of the Offeror that includes the length of time the Offeror has been in business and a discussion of any changes in its senior management in the last two (2) years. Include the name, e-mail address, fax and telephone number of a contact person for the Offeror.
2. Describe the Offeror's experience with providing services that are similar to the work being requested in Section Four of this RFP. Please provide a list of five (5) persons or entities, other than Florida Housing, for whom the Offeror has provided or provides work similar to what Florida Housing is requesting in Section Four of this RFP. This list must include; first, entities/persons currently served; and second, entities/persons previously served. Please include the following information: (a) Name of contact person, telephone and email for each person or entity listed; (b) a letter(s) authorizing Florida Housing to communicate with person or entity; (c) length of time you have provided services; (d) the term of the contract; (e) what type of services provided and (f) the volume of the services. The responses to Florida Housing's inquiries may be summarized, used by the selection committee in its deliberations, and provided to the Board for its consideration in selecting

Offerors.

3. Describe the Offeror's ability to provide the services requested in Section Four of this RFP beginning on the Effective Date of the Contract.
4. Provide information about availability of staff and other resources, including subcontractors that will be needed to complete the services requested in Section Four of this RFP.
5. Provide a copy of the declaration page of proof of blanket fidelity insurance and errors and omissions insurance which includes the following:

Name of carrier and policy number;
Effective date of insurance;
Policy exclusions, if any;
Current coverage amounts;
Staff and others acting on behalf of the Offeror covered; and Type of coverage.

6. Insurance To Be Maintained by the Offeror

Offerors selected by the Board and awarded a Contract shall maintain at all times during the existence of the Contract at its own expense, blanket fidelity insurance and errors and omissions insurance covering the Offeror's officers and employees and other persons acting on behalf of the Offeror relating to the Offeror's performance of the Contract. No provisions of this section requiring the Offeror to maintain insurance coverage shall operate to diminish, restrict, or otherwise limit the Offeror's responsibilities and obligations as set forth in the Contract. The amount of coverage of such policies shall be at least equal to the coverage that would be required by Fannie Mae with respect to the Offeror if the Offeror were servicing mortgage Loans for Fannie Mae relating to the Offeror's performance of its obligations under the Contract. If the Offeror is required by any federal or state government agency to maintain a higher amount of such coverage, the Offeror shall maintain such higher amount. All such policies of insurance shall be placed with a carrier rated at least "A-" by A.M. Best & Co., with a financial size category of at least FSC VI and shall be issued by an insurance company, with coverage satisfactory to Florida Housing and shall name Florida Housing as the insured under said policies. The Offeror's blanket fidelity insurance coverage may contain a deductible clause for any amount up to the greater of \$100,000 or 5 percent of the bond's face amount.. The Offeror's errors and omissions coverage may contain a deductible clause for any amount up to the greater of \$100,000 or 5 percent of the policy's face amount.

Evidence of Current Coverage

Offerors selected by the Board and awarded a Contract shall have the insurance agent (or the insuring company) provide coverage recording Florida Housing as a certificate holder and submit a copy of the Certificate of Insurance to Florida Housing. Such certificate must be issued before each policy inception date to provide evidence of uninterrupted coverage. Where a policy has a “continuous” term (i.e., no fixed expiration date), the certificate must be issued annually on the policy date. Offerors selected by the Board and awarded a Contract shall obtain the insurer’s agreement to provide Florida Housing a minimum of thirty (30) days written notice in the event the insurer cancels or refuses to renew coverage for any reason or if the insurer places any more restrictive terms as a condition for renewal or if there is a reduction in coverage. If an Offeror selected by the Board and awarded a Contract anticipates or experiences an interruption in coverage, it shall immediately report such occurrence in writing to Florida Housing. A lapse in coverage shall constitute a violation of the Contract and will constitute a Default under the Contract. The Offerors selected by the Board and awarded a Contract shall promptly report to Florida Housing all cases of embezzlement, fraud, criminal or dishonest acts by any employee, officer, or agent of the Offeror, that directly or indirectly involve the servicing of Florida Housing loans, and report to Florida Housing all claims made against any underwriter or surety.

7. Provide evidence of certification that the Offeror is qualified to do business in the State of Florida.
8. If you have not contracted with Florida Housing within the last five (5) years, provide a copy of the most recent tax return or a copy of the most recent audited financial statements.
9. Describe the Offeror’s Business Continuity Plan, including how often the plan is updated and tested.
10. By the Effective Date of the Contract, confirm that the Offeror has established and maintains a Red Flag Plan.
11. Florida Housing expects that the Offeror will have an office located in the State of Florida. If the Offeror does not anticipate being able to comply with this requirement, a written explanation should be submitted with its Response to this RFP and describe Offeror’s capability to perform the services described by this RFP within the State of Florida.

B. WORK PLAN FOR SCOPE OF SERVICES

Describe the Offeror’s plan to provide the services requested in Section Four of this RFP.

C. QUALIFICATIONS OF PERSONNEL

1. List the names of all of the Offeror's personnel who will be assigned to perform the services requested in Section Four of this RFP.
2. Describe the qualifications and experience of the identified personnel. Servicers shall have a minimum of five (5) years of experience to be assigned to this Contract.

D. FEES

The Offeror shall provide fee information for each different service.

1. Indicate all fees to be charged to Florida Housing on the form provided as Exhibit H.

FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATIONS.

E. DRUG-FREE WORKPLACE

If the Offeror has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Offeror shall submit a valid affidavit to demonstrate its status.

F. MINORITY BUSINESS ENTERPRISE

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror shall submit a valid affidavit to demonstrate its status.

G. CERTIFICATION STATEMENT

The following shall be repeated in the Offeror's Response and signed by an individual authorized to bind the Offeror. Failure to include and provide a manual signature of the certification statement shall result in rejection of the Response.

"I agree to abide by all conditions of RFP 2011-02 and certify that all information provided in this Response is true and correct, that I have fairly and accurately represented my credentials and abilities and the credentials and abilities of the organization(s) for which I work or with which I am otherwise affiliated, that I am authorized to sign this Response for the Offeror, and that the Offeror is in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."

Authorized Signature

Name and Title: _____

**SECTION SEVEN
EVALUATION PROCESS**

Individual Committee members shall evaluate and rank the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFP. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being “1”. The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing’s mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee’s ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of an Offeror to whom to award a Contract.

Assessment by the Committee of previous on-site and desk reviews of the Offeror’s work and product conducted by Florida Housing staff shall be considered.

| <u>Item Reference</u> | <u>Maximum Points</u> |
|--|-----------------------|
| A.1. General Information | 05 |
| A.2. General Information | 25 |
| A.3. General Information | 15 |
| A.4. General Information | 15 |
| B. Work Plan for Scope of Services | 25 |

C. Qualifications of Personnel 25
Total Points Available 110

**SECTION EIGHT
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFP on Florida Housing’s Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., [et. al.](#), Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., [et. al.](#), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

| CONSTRUCTION COSTS: | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|--------------------------------|--------------------------------------|------------------------------|---|---|
| Accessory Buildings | | | | |
| Demolition | | | | |
| Installation of Pre Fab Units | | | | |
| New Rental Units | | | | |
| Off-Site Work | | | | |
| Recreational Amenities | | | | |
| Rehab of Existing Common Areas | | | | |
| Rehab of Existing Rental Units | | | | |
| Site Work | | | | |
| Swimming Pool | | | | |
| General Contractor Fee | | | | |
| Payment and Performance Bonds | | | | |
| Total Construction Contract | | | | |
| Hard Cost Contingency | | | | |
| Other: | | | | |

| GENERAL DEVELOPMENT COSTS: | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|--|--------------------------------------|------------------------------|---|---|
| Accounting Fees | | | | |
| Appraisal | | | | |
| Architect's and Planning Fees | | | | |
| Architect's Fee - Green Initiative | | | | |
| Architect's Fee - Landscape | | | | |
| Architect's Fee - Site/Building Design | | | | |
| Architect's Fee - Supervision | | | | |
| Building Permits | | | | |
| Builder's Risk Insurance | | | | |
| Capital Needs Assessment/Existing Property Evaluation | | | | |
| Demolition Work paid outside the Construction Contract | | | | |
| Engineering Fees | | | | |
| Environmental Report | | | | |
| Federal Labor Standards Monitoring FF&E paid outside the Construction Contract | | | | |
| FHFC Administrative Fees | | | | |
| FHFC Application Fee | | | | |
| FHFC Credit Underwriting Fee | | | | |
| FHFC HC Compliance Fee (HC) | | | | |
| FHFC Other Processing Fee(s) | | | | |
| Impact Fee | | | | |
| Inspection Fees/Construction Admin | | | | |
| Insurance | | | | |
| Legal Fees | | | | |
| Market Study | | | | |
| Marketing and Advertising | | | | |
| Plan and Cost Review Analysis | | | | |
| Property Taxes | | | | |
| Soft Cost Contingency | | | | |
| Soil Test | | | | |

| GENERAL DEVELOPMENT COSTS (cont): | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|--|--------------------------------------|------------------------------|---|---|
| Start-Up Costs/Operating Funds Reserve | | | | |
| Survey | | | | |
| Tenant Relocation Costs | | | | |
| Title Insurance and Recording Fees | | | | |
| Traffic Study | | | | |
| Utility Connection Fees | | | | |
| Other: | | | | |

| FINANCIAL COSTS: | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|--|--------------------------------------|------------------------------|---|---|
| Construction Loan Application Fee | | | | |
| Construction Loan Underwriting Fee | | | | |
| Construction Loan Origination Fee | | | | |
| Construction Loan Closing Costs | | | | |
| Construction Loan Interest | | | | |
| Construction Loan Servicing Fees | | | | |
| Permanent Loan Application Fee | | | | |
| Permanent Loan Underwriting Fee | | | | |
| Permanent Loan Subsidy Layering Review | | | | |
| Permanent Loan Origination Fee | | | | |
| Permanent Loan Closing Costs | | | | |
| Permanent Loan Interest | | | | |
| Permanent Loan Servicing Fee | | | | |
| Bridge Loan Application Fee | | | | |
| Bridge Loan Underwriting Fee | | | | |
| Bridge Loan Origination Fee | | | | |
| Bridge Loan Closing Costs | | | | |
| Bridge Loan Interest | | | | |
| Bridge Loan Servicing Fee | | | | |
| Line of Credit Application Fee | | | | |
| Line of Credit Underwriting Fee | | | | |
| Line of Credit Origination Fee | | | | |
| Line of Credit Closing Costs | | | | |
| Line of Credit Interest | | | | |
| Line of Credit Servicing Fee | | | | |
| FHFC Bond Application Fee | | | | |
| FHFC Bond Underwriting Fee | | | | |
| FHFC Bond Subsidy Layering Review | | | | |
| FHFC Bond Origination Fee | | | | |
| FHFC Bond Trustee Fee | | | | |
| FHFC Bond Credit Enhancement Fee | | | | |
| FHFC Bond Rating Fee | | | | |
| FHFC Bond Closing Costs | | | | |
| FHFC Bond Interest | | | | |
| FHFC Bond Servicing Fee | | | | |

| FINANCIAL COSTS (cont): | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|--|--------------------------------------|------------------------------|---|---|
| Local HFA Bond Application Fee | | | | |
| Local HFA Bond Underwriting Fee | | | | |
| Local HFA Bond Subsidy Layering Review | | | | |
| Local HFA Bond Origination Fee | | | | |
| Local HFA Bond Trustee Fee | | | | |
| Local HFA Bond Credit Enhancement Fee | | | | |
| Local HFA Bond Rating Fee | | | | |
| Local HFA Bond Closing Costs | | | | |
| Local HFA Bond Interest | | | | |
| Local HFA Bond Servicing Fee | | | | |
| SAIL Application Fee | | | | |
| SAIL Underwriting Fee | | | | |
| SAIL Origination Fee | | | | |
| SAIL Closing Costs | | | | |
| SAIL Interest | | | | |
| SAIL Servicing Fee | | | | |
| HOME Application Fee | | | | |
| HOME Underwriting Fee | | | | |
| HOME Subsidy Layering Review | | | | |
| HOME Origination Fee | | | | |
| HOME Closing Costs | | | | |
| HOME Interest | | | | |
| HOME Servicing Fee | | | | |
| USDA Application Fee | | | | |
| USDA Underwriting Fee | | | | |
| USDA Subsidy Layering Review | | | | |
| USDA Origination Fee | | | | |
| USDA Closing Costs | | | | |
| USDA Interest | | | | |
| USDA Servicing Fee | | | | |
| Misc Loan Application Fee | | | | |
| Misc Loan Underwriting Fee | | | | |
| Misc Loan Subsidy Layering Review | | | | |
| Misc Loan Origination Fee | | | | |
| Misc Loan Closing Costs | | | | |
| Misc Loan Interest | | | | |
| Misc Loan Servicing Fee | | | | |
| Reserves - Operating Deficit | | | | |
| Reserves - Debt Service Coverage | | | | |
| Reserves - Required by Lender | | | | |
| Reserves - Required by Syndicator | | | | |
| Reserves - Required by FHFC | | | | |
| Reserves - Replacement Escrow | | | | |
| Financial Advisor Fee | | | | |
| Legal Fees - Bond Counsel | | | | |
| Legal Fees - Borrower's Counsel | | | | |

| FINANCIAL COSTS (cont): | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|------------------------------------|--------------------------------------|------------------------------|---|---|
| Legal Fees - Issuer's Counsel | | | | |
| Legal Fees - Lender's Counsel | | | | |
| Legal Fees - Underwriter's Counsel | | | | |
| Other: | | | | |

| NON-LAND ACQUISITION COSTS | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|---|--------------------------------------|------------------------------|---|---|
| Brokerage Fees - Building | | | | |
| Building Acquisition Cost | | | | |
| Other: | | | | |
| Total Non-Land Acquisition Costs | | | | |

| OTHER DEVELOPMENT COSTS | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|---|--------------------------------------|------------------------------|---|---|
| Development Cost Before Developer Fee and Land Costs | | | | |
| Developer Fee on Acquisition of Buildings | | | | |
| Developer Fee | | | | |
| Developer Fee to fund Operating Debt Reserve | | | | |
| Other: Brokerage Fees - Land | | | | |
| Consultant Fees | | | | |
| Excess Acquisition Costs | | | | |
| Excess Land Value | | | | |
| Guaranty Fees | | | | |
| Other: | | | | |
| Total Other Development Costs | | | | |

| LAND ACQUISITION COSTS | Underwriters Total Costs - CUR | HC Ineligible Costs - CUR | Underwriters Total Costs - Closing Letter | HC Ineligible Costs - Closing Letter |
|--------------------------------|--------------------------------------|------------------------------|---|---|
| Brokerage Fees - Land | | | | |
| Land Acquisition Costs | | | | |
| Land | | | | |
| Land Lease Payment | | | | |
| Land Carrying Costs | | | | |
| Other: | | | | |
| Total Acquisition Costs | | | | |
| TOTAL DEVELOPMENT COSTS | | | | |

| FINANCIAL COSTS: | Annual | Per Unit |
|--|--------|----------|
| OPERATING PRO FORMA | | |
| Income | | |
| Revenue | | |
| Gross Potential Rental Revenue | | |
| Rent Subsidy (ODR) | | |
| Other Income | | |
| Ancillary Income | | |
| Miscellaneous | | |
| Washer/Dryer Rentals | | |
| Cable/Satellite Income | | |
| Rent Concessions | | |
| Interest Income | | |
| Alarm Income | | |
| Gross Potential Income | | |
| Less: | | |
| Vacancy Loss Percentage: _____ | | |
| Collection Loss Percentage: _____ | | |
| Total Effective Gross Income: | | |
| Total Effective Gross Revenue | | |
| Expenses | | |
| Fixed: | | |
| Ground Lease | | |
| Insurance | | |
| Real Estate Taxes | | |
| Sub-ground Lease | | |
| Other | | |
| Variable: | | |
| Management Fee Percentage: _____ | | |
| General and Administrative | | |
| Payroll Expenses | | |
| Utilities | | |
| Marketing and Advertising | | |
| Maintenance and Repairs/Pest Control | | |
| Grounds Maintenance and Landscaping | | |
| Resident Programs | | |
| Contract Services | | |
| Security | | |
| Other | | |
| Reserve for Replacements | | |
| Total Expenses | | |
| Net Operating Income | | |
| Debt Service Payments | | |
| First Mortgage - | | |
| Second Mortgage - | | |
| Third Mortgage - | | |
| Fourth Mortgage - | | |
| Fifth Mortgage - | | |
| All Other Mortgages - | | |
| Other Fees - Asset/Financial | | |
| Monitoring/Compliance | | |
| Monitoring/Servicing | | |
| Other Fees - Agency/Trustee/Servicer | | |
| Total Debt Service Payments | | |
| Cash Flow after Debt Service | | |

| FINANCIAL COSTS: | Annual | Per Unit |
|--|--------|----------|
| Debt Service Coverage Ratios | | |
| DSC - First Mortgage | | |
| Including Negative Arbitrage | | |
| DSC - Second Mortgage | | |
| DSC - Third Mortgage | | |
| DSC - Fourth Mortgage | | |
| DSC - Fifth Mortgage | | |
| DSC - All Other Mortgages | | |
| DSC - All Mortgages | | |
| DSC - All Mortgages and Fees | | |
| Financial Ratios | | |
| Operating Expense Ratio | | |
| Break-even Economic Occupancy Ratio (all debt) | | |
| Break-even Ratio | | |
| Break-even Occupancy Ratio | | |

DEVELOPMENT & SET-ASIDES

Development Name: _____

Address: _____ City: _____ Zip Code: _____

County: _____ County Size: _____

Development Category: _____ Development Type: _____

Construction Type: _____

Demographic Commitment: _____

| BR | BA | Units | SF | AMI% | Gross HC Rent | UA | Net HC Rent | App Rents | CU Rents | Annual Rents |
|----|----|-------|----|------|---------------|----|-------------|-----------|----------|--------------|
| | | | | | | | | | | |
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Buildings: Residential - _____ Non-Residential - _____

Parking: Parking Spaces - _____ Accessible Spaces - _____

Set Asides:

| Program | % of Units | # of Units | % AMI | Term |
|---------|------------|------------|-------|------|
| | | | | |
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Absorption Rate: _____ units per month for _____ months.

Occupancy Rate at Stabilization: Physical Occupancy _____ Economic Occupancy _____
Occupancy Comments _____

DDA?: _____ QCT?: _____

| | | | | | | |
|--|--|--|--|--|--|--|
| All In Interest Rate | | | | | | |
| Loan Term | | | | | | |
| Amortization | | | | | | |
| Market Rate/Market Financing LTV | | | | | | |
| Restricted Market Financing LTV | | | | | | |
| Loan to Cost | | | | | | |
| Debt Service Coverage | | | | | | |
| Operating/Deficit Service Reserve | | | | | | |
| Period of Operating Expenses/Deficit Reserve in Months | | | | | | |

| | |
|---|--|
| Deferred Developer Fee | |
| Market Rent/Market Financing Stabilized Value | |
| Rent Restricted Market Financing Stabilized Value | |
| Projected Net Operating Income (NOI) - Year 1 | |
| Projected Net Operating Income (NOI) - 15 Year | |
| Year 15 Pro Forma Income Escalation Rate | |
| Year 15 Pro Forma Expense Escalation Rate | |
| Bond Structure | |
| Housing Credit Syndication Price | |
| Housing Credit Annual Allocation | |

CONSTRUCTION/PERMANENT SOURCES:

| Source | Lender | Construction | Permanent | Perm Loan/Unit |
|--------------|--------|--------------|-----------|----------------|
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| TOTAL | | | | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|---|--|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| Required Features for All Units in All Developments: | | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint). | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Water Sense certified faucets, Water Sense certified toilets, and shower heads with flow of 2.2 gallons per minute or less in all bathrooms (for all new construction units and for all rehabilitation units, if replacing). | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Replacement of all jalousie (louvered) windows and doors with code compliant non-jalousie windows and doors in all rehabilitation units. | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Window covering for each window and glass door inside each unit. | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Termite prevention and pest control throughout the entire affordability period. | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Entrance door must have two peepholes, one at standing eye level and one at seated eye level, not more than 43 inches from the bottom of the door. | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Exterior lighting in open and common areas. | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| X | Air conditioning with a minimum SEER rating of 14 (excluding buildings with central chiller system). Window air conditioning units with a minimum Seer rating of 10 are permissible for rehabilitation units). | Required | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |

| Required Features for All Units in All Developments Except SRO: | | Required | NC | R | MF | SF | Preservation | Family | Elder | | |
|--|---|----------|----|---|----|----|--------------|--------|-------|--|--|
| | Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV. | Required | NC | R | MF | SF | Preservation | Family | Elder | | |
| | Full-size range, oven and Energy Star qualified refrigerator in all units. | Required | NC | R | MF | SF | Preservation | Family | Elder | | |
| | At least two full bathrooms in all 3 bedroom or larger new construction units. | Required | NC | R | MF | SF | Preservation | Family | Elder | | |
| | Bathtub with shower in at least one bathroom in at least 90% of all new construction non-Elderly units. | Required | NC | R | MF | SF | Preservation | Family | Elder | | |

| Required Features for SRO Developments: | | Required | | | MF | | | | | Homeless | |
|--|---------------------------------------|----------|----|---|----|--|--|--|--|----------|--|
| | Minimum unit size of 110 square feet. | Required | NC | R | MF | | | | | Homeless | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|--|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | Each unit must contain at least one full size single bed, a lockable storage compartment or chest of drawers and a vertical clothes closet measuring at least three feet wide. | Required | NC | R | MF | | | | | Homeless | |
| | Each unit must contain a sink. | Required | NC | R | MF | | | | | Homeless | |
| | At least one set of bathroom facilities for every 16 units (each bathroom facility must contain a ratio of at least one sink, one shower with curtain or door and one toilet with door for every 4 units). | Required | NC | R | MF | | | | | Homeless | |
| | Community center or meeting room featuring a television with cable or satellite TV hook-up. | Required | NC | R | MF | | | | | Homeless | |
| | Public transportation within 1/2 mile. | Required | NC | R | MF | | | | | Homeless | |

| Required New Construction Universal Design and Visibility Features: | | Required | NC | | MF | SF | | Family | Elder | Homeless | |
|--|--|-----------------|-----------|--|-----------|-----------|--|---------------|--------------|-----------------|--|
| | Primary entry doorway shall provide a clear opening of not less than 32 inches, shall have a threshold with no more than 1/2-inch rise, and shall have lever-action handles. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Interior doorways shall provide a clear opening of not less than 32 inches with clear floor space of 18 inches beside the door to provide space to move out of the way of the door's swing when pulling it open, flush interior | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | All interior hallways shall be at least 36 inches wide. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Carpeting and/or non-skid flooring are required in all living areas, including entrance foyer. Carpeting shall be low-pile or tight-napped. Tile, hardwood, or laminate flooring shall be non-skid and non-glossy. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | There shall be at least one bathroom on an accessible level of the unit with clear floor space at the toilet of at least 48 inches by 56 inches. A minimum of 30 inches by 48 inches of clear floor space outside swing of door shall be provided. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | The bathroom on an accessible level of the unit shall have clear floor space at sink of at least 30 inches by 48 inches. Sink and vanity cabinet must permit clear floor space. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Bathrooms will have reinforced walls for future installation of horizontal grab bars around toilets, tub/shower units, and showers. | Required | NC | | MF | SF | | Family | Elder | Homeless | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|--|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | All bathroom sinks, bathtubs, and tub/shower faucets must have anti-scald features and lever handles | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | All kitchen faucets must have lever handles and an anti-scald feature. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Mid-point on light, fan switch plates, and thermostats shall not be more than 48 inches above finished floor level. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Switches for lights and fans shall be toggle, rocker, and/or touch-sensitive. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Mid-point on electrical outlets, phone jacks, and data ports shall be located no less than 18 inches above finished floor level with exception of those electrical outlets, phone jacks, and data points around cabinetry and electrical outlets for major appliances such as stoves, refrigerators, and washers and dryers. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | There shall be at least one four-plex electrical outlets in all bedrooms for electrical equipment such as computers, printers, radios and medical/personal care equipment. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Electrically-wired door bell accessible to a seated person at the entrance of the unit, not more than 48 inches from finished floor of primary entry door. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Lighting is required inside and outside of primary entrance door. | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | All living spaces, including hallways, within the unit shall be equipped with overhead lighting operated by a wall switch. | Required | NC | | MF | SF | | Family | Elder | Homeless | |

| Required Rehab Universal Design and Visitability Features: | | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
|---|--|-----------------|--|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|--|
| | Applicant commits to provide feasible universal design and visitability features outlined in Part B.1. of the Manual as determined by a capital needs assessment performed during credit underwriting. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |

| Additional Required Features in Elderly New Construction Developments: | | Required | NC | R | MF | SF | Preservation | | Elder | | |
|---|---|-----------------|-----------|----------|-----------|-----------|---------------------|--|--------------|--|--|
| | Roll-in showers in 15 percent of the new construction units, of which one-third may be walk-in type shower stalls with permanently affixed seat which meet or exceed the Uniform Federal Accessibility Standards. | Required | NC | | MF | SF | Preservation | | Elder | | |
| | Horizontal grab bars in place around each tub and/or shower which meet or exceed the Universal Federal Accessibility Standards. | Required | NC | | MF | SF | Preservation | | Elder | | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|--|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | Horizontal grab bars in place around each toilet which meet or exceed the Universal Federal Accessibility Standards. | Required | NC | | MF | SF | Preservation | | Elder | | |
| | Roll-out shelving or drawers in all bottom bathroom vanity cabinets. | Required | NC | | MF | SF | Preservation | | Elder | | |
| | Adjustable shelving in master bedroom closets (shelving must be re-adjustable by resident). | Required | NC | | MF | SF | Preservation | | Elder | | |
| | Roll-out shelving or drawers in at least one bottom kitchen cabinet. | Required | NC | | MF | SF | Preservation | | Elder | | |

| Additional Required Features in Elderly Rehabilitation Developments: | | Required | | R | MF | SF | Preservation | | Elder | | |
|---|--|-----------------|--|----------|-----------|-----------|---------------------|--|--------------|--|--|
| | Roll-in showers in 10 percent of rehabilitation units, of which half may be walk-in type shower stalls with permanently affixed seat which meet or exceed the Uniform Federal Accessibility Standards. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Thermostat placed at 48 inches maximum height. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Carpeting and/or non-skid flooring in all living areas, including entrance foyer. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Carpeting shall be low pile or tight-napped and tile, hardwood, or laminate flooring shall be non-skid and non-glossy. | Required | | R | MF | SF | Preservation | | Elder | | |
| | 36 inch entrances on all exterior doors. | Required | | R | MF | SF | Preservation | | Elder | | |
| | All wall electrical outlets placed between 18 and 48 inches above the floor. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Scald control valves on all bathtub and shower faucets. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Entrance door must have two peepholes, one at standing eye level and one at seated eye level, not more than 43 inches from the bottom of the door. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Switches for each light and each fan throughout the unit shall be toggle, rocker and/or touch-sensitive. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Adjustable shelving in master bedroom closets which can be readjusted by resident. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Lever-action handles on all doors in units and public areas. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Horizontal grab bars in place around each tub and/or shower, the installation of which meets or exceeds the Universal Federal Accessibility Standards. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Roll-out shelving or drawers in all bottom bathroom vanity cabinets. | Required | | R | MF | SF | Preservation | | Elder | | |
| | Roll-out shelving or drawers in at least one bottom kitchen cabinet. | Required | | R | MF | SF | Preservation | | Elder | | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|---|--|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| Optional General Features and Amenities for all New Construction and All Rehabilitation Units: | | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 9 max |
| | Ceramic tile bathroom floors in all units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Microwave oven in each unit. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 1 |
| | Marble window sills in all units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 1 |
| | Steel exterior entry door frames for all units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 1 |
| | At least 1 1/2 bathrooms (one full bath and one with at least a toilet and sink) in all 2-bedroom new construction units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Double compartment kitchen sink in all units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 1 |
| | Pantry in kitchen area in all new construction units - must be no less than 20 cubic feet of storage space. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Garbage disposal in all units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 1 |
| | New kitchen cabinets and counter top(s) in all rehabilitation units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 3 |
| | New bathroom cabinet(s), excluding medicine cabinet, in all rehabilitation units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 1 |
| | New plumbing fixtures in kitchen and bathroom(s) in all rehabilitation units (minimum of new sink and faucets in kitchen and minimum of new tub, toilet, sink and faucets in bathroom(s)). | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 3 |

| Optional Features and Amenities for All Developments Except SRO | | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 12 max |
|--|---|----------|----|---|----|----|--------------|--------|-------|--|--------|
| | 30 year expected life roofing on all buildings. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 2 |
| | Gated community with "carded" or "touchpad" entry or security guard, or if 2 or more stories, "carded" or "touchpad" secure entry to each building. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 2 |
| | Emergency call service in all units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 3 |
| | Exercise room with appropriate equipment. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | Community center or clubhouse. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 3 |
| | Swimming pool. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 2 |
| | Playground/tot lot, accessible to children with disabilities. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 2 |
| | Car care area (for car cleaning/washing/vacuuming). | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | Two or more parking spaces per total number of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|---|--|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least 3 permanent picnic tables with benches and an adjoining permanent outdoor grill. | | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | Library consisting of a minimum of 100 books and 5 current magazine subscriptions. | | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | Computer lab on-site with minimum one computer per 30 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer. | | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | Each unit wired for high speed internet. | | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | Recreational Facilities: | Outside recreation facility consisting of shuffleboard court and appropriate equipment, bocce ball court or lawn bowling court and appropriate equipment, tennis court, full basketball court or volleyball court. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 2 |
| | | OR | Optional | NC | R | MF | SF | Preservation | Family | Elder | | |
| | | Outside recreation facility. Applicant must identify two (2) separate facilities here: | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 2 |
| | Laundry facilities within each unit | Laundry hook-ups and space for full-size washer and dryer inside each unit. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | | OR | Optional | NC | R | MF | SF | Preservation | Family | Elder | | |
| | | Dryer and Energy Star qualified washer and dryer in a dedicated space with hook-ups within each unit, provided at no charge to the resident during the term of any lease. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 3 |
| | Community Laundry | Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on site - minimum 1 washer and 1 dryer for every 12 units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 1 |
| | | OR | Optional | NC | R | MF | SF | Preservation | Family | Elder | | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|--|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| Facilities | Laundry facilities with full-size dryer and Energy Star qualified washers available in at least one common area on every floor if Development consists of more than one story - minimum 1 washer and 1 dryer for every 12 units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | | 2 |

| Single Family Rental, Duplexes, or Quadraplexes: | | Required | NC | R | | SF | Preservation | Family | Elder | Homeless | |
|---|---|-----------------|-----------|----------|--|-----------|---------------------|---------------|--------------|-----------------|---|
| | Garage for each unit which consists of a permanent, fully encloseable structure designed to accommodate one or more automobiles, either attached to the unit or detached but located on the same property, provided at no charge to the resident. | Required | NC | R | | SF | Preservation | Family | Elder | Homeless | 3 |
| | Carport for each unit which consists of a permanent covered and paved area, attached to the unit and designed to accommodate one or more automobiles, provided at no charge to the resident. | Required | NC | R | | SF | Preservation | Family | Elder | Homeless | 2 |
| | Fenced back yard for each unit which consists of a portion of the property behind each unit that is enclosed by a wood, privacy or chain link fence of a minimum height of 48". Direct access to the fenced back yard for each unit must be afforded solely by a door from that unit and no other unit. | Required | NC | R | | SF | Preservation | Family | Elder | Homeless | 2 |

| Optional Features and Amenities for SRO Developments: | | Optional | | | MF | SF | | | | Homeless | 12 max |
|--|---|-----------------|--|--|-----------|-----------|--|--|--|-----------------|---------------|
| | 30 year expected life roofing on all buildings | Optional | | | MF | SF | | | | Homeless | 2 |
| | Gated community with "carded" or "touchpad" entry or security guard, or if 2 or more stories, "carded" or "touchpad" secure entry to each building. | Optional | | | MF | SF | | | | Homeless | 2 |
| | Emergency call service in all units. | Optional | | | MF | SF | | | | Homeless | 3 |
| | Exercise room with appropriate equipment. | Optional | | | MF | SF | | | | Homeless | 1 |
| | Secure, enclosed bicycle storage provided at no charge to the resident. | Optional | | | MF | SF | | | | Homeless | 1 |
| | Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV. | Optional | | | MF | SF | | | | Homeless | 1 |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points | |
|-----------------------------------|---|---|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|---|
| | Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least 3 permanent picnic tables with benches and an adjoining permanent outdoor grill. | Optional | | | MF | SF | | | | Homeless | 1 | |
| | Library consisting of a minimum of 100 books and 5 current magazine subscriptions. | Optional | | | MF | SF | | | | Homeless | 1 | |
| | Computer lab on-site with minimum one computer per 30 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer. | Optional | | | MF | SF | | | | Homeless | 1 | |
| | Recreational Facilities: | Outside recreation facility consisting of shuffleboard court and appropriate equipment, bocce ball court or lawn bowling court and appropriate equipment, tennis court, full basketball court or volleyball court. | Optional | | | MF | SF | | | | Homeless | 2 |
| | | OR | Optional | | | MF | SF | | | | Homeless | |
| | | Outside recreation facility. Applicant must identify two (2) separate facilities here: | Optional | | | MF | SF | | | | Homeless | 2 |
| | Unit Laundry Facilities: | Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on site - minimum 1 washer and 1 dryer for every 12 units. | Optional | | | MF | SF | | | | Homeless | 1 |
| | | OR | Optional | | | MF | SF | | | | Homeless | |
| | | Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on every floor if Development consists of more than one story - minimum 1 washer and 1 dryer for every 12 units. | Optional | | | MF | SF | | | | Homeless | 2 |

| | | | | | | | | | | | |
|--|--|----------|----|---|----|----|--------------|--------|-------|----------|----|
| Optional Universal Design and Visitability Unit Features in at least 15 percent of units: | | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 10 |
| | Hallways shall be at least 40 inches wide in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Turning space in living areas and bedrooms shall be at least 60 inches in diameter (5 feet) in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|---|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | If accessible bathroom has a bathtub/shower combination, clear floor space of at least 30 by 48 inches shall be provided in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Horizontal grab bars in place around each tub and/or shower which meet or exceed the Universal Federal Accessibility Standards in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | The accessible bathroom toilet must be between 17 and 19 inches in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | All cabinet drawer and door handles in kitchen and bathroom shall be looped or D-Shaped type in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Kitchens must have at least 30 inches by 48 inches clear floor space at each fixture and appliance. Clear floor space must be positioned either parallel or perpendicular to and centered on the fixture or appliance in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | At least one section of kitchen countertop shall provide a clear continuous work surface in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | The kitchen sink shall have knee clearance of at least 27 inches high and 30 inches wide in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides in at least 15 percent of units. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Electrically wired smoke detector alarms with a battery backup feature shall be provided. A smoke detector, wired to the building's electrical system, with a visual alarm component shall be provided upon request from a hearing impaired tenant. Landlords shall notify deaf or hearing-impaired tenants of the availability of smoke detectors with visual alarm. | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | |

| Threshold Energy Features for all New Construction Units: | | Required | NC | | MF | SF | | Family | Elder | Homeless | |
|--|---|-----------------|-----------|--|-----------|-----------|--|---------------|--------------|-----------------|--|
| | Each unit must meet the requirements of Energy Star New Homes per the Energy Star Qualified Homes Florida Builder Option Package. Each unit must achieve a Home Energy Rating System (HERS) Index of 77 or lower. | Required | NC | | MF | SF | | Family | Elder | Homeless | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|---|---|----------------------|----|---|----|----|--------------|--------|-------|----------|--------|
| OR | | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| Units in buildings that are not eligible for Energy Star New Homes must include, at a minimum, the following: | | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| Energy Star qualified refrigerator | | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| Energy Star qualified dishwasher | | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| Water Heater Choice: | Gas Water Heating - 40 gallons equals .61 energy factor | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Gas Water Heating - 60 gallons equals .57 energy factor | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Gas Water Heating - 80 gallons equals .53 energy factor | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Electric Water Heating - 40 gallons equals .93 energy factor | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Electric Water Heating - 60 gallons equals .92 energy factor | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Electric Water Heating - 80 gallons equals .89 energy factor | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Tankless Gas Water Heater with a minimum .80 energy factor | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Boiler or hot water maker <300,000 Btu/h: 85% Et (thermal efficiency) | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Boiler or hot water maker 300,000 Btu/h or higher: 80% Et (thermal efficiency) | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| Energy Star qualified ceiling fans with lighting fixtures in bedrooms. | | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| Air Conditioning Choice: | Air Conditioning - in-unit air conditioning: minimum 14 SEER | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Air Conditioning - central chiller AC system 0-65 Kbtuh: Energy Star certified | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Air Conditioning - central chiller AC system >65-135 Kbtuh: 11.3 EER/11.5 IPLV | Required | NC | | MF | SF | | Family | Elder | Homeless | |
| | Air Conditioning - central chiller AC system >135-240 Kbtuh: 11.0 EER/11.5 IPLV | Required | NC | | MF | SF | | Family | Elder | Homeless | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|--|---|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | | Air Conditioning - central chiller AC system >240 Kbtuh: 10.6 EER/11.2 IPLV | Required | NC | | MF | SF | | Family | Elder | Homeless | |

| Threshold Energy Features for all Rehab Units: | | | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
|---|---------------------------------|---|-----------------|--|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|--|
| | | Energy Star qualified refrigerator. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Energy Star qualified dishwasher. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Water Heating Option: | Gas Water Heating - 40 gallons equals .61 energy factor. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Gas Water Heating - 60 gallons equals .57 energy factor. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Gas Water Heating - 80 gallons equals .53 energy factor. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Electric Water Heating - 40 gallons equals .93 energy factor. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Electric Water Heating - 60 gallons equals .92 energy factor. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Electric Water Heating - 80 gallons equals .89 energy factor. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Tankless Gas Water Heater with a minimum .80 energy factor. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Boiler or hot water maker <300,000 Btu/h: 85% Et (thermal efficiency). | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Boiler or hot water maker 300,000 Btu/h or higher: 80% Et (thermal efficiency). | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Energy Star qualified ceiling fans with lighting fixtures in bedrooms. | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Air Conditioning Option: | Air Conditioning - in-unit air conditioning: minimum 14 SEER | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Air Conditioning - central chiller AC system 0-65 Kbtuh: Energy Star certified | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Air Conditioning - central chiller AC system >65-135 Kbtuh: 11.3 EER/11.5 IPLV | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|---|---|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | | Air Conditioning - central chiller AC system >135-240 Kbtuh: 11.0 EER/11.5 IPLV | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | | Air Conditioning - central chiller AC system >240 Kbtuh: 10.6 EER/11.2 IPLV | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope. | | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Seal and insulate heating and cooling system ducts with mastic or metal back tape. | | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | OR | | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |
| | Applicant commits to provide feasible energy features outlined in Part III.B.4.b. of the Instructions, as determined by a capital needs assessment performed during credit underwriting for all rehabilitation units. | | Required | | R | MF | SF | Preservation | Family | Elder | Homeless | |

| Green Building for New Construction and Redevelopment Developments: | | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 7 max |
|--|---|--|-----------------|-----------|--|-----------|-----------|--|---------------|--------------|-----------------|--------------|
| | Programmable thermostat in each unit. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 1 |
| | Humidistat in each unit. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 1 |
| | Rainwater harvesting system (reuse for irrigation and/or toilets). | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 4 |
| | Water Sense certified dual flush toilets in all bathrooms. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 1 |
| | Light colored concrete pavement instead of or on top of asphalt to reduce heat-island effect. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 1 |
| | Energy Star qualified roof coating. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 1 |
| | Energy Star qualified roofing materials (metal, shingles or tiles). | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 2 |
| | Solar water heater (with at least 70% solar fraction). | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 4 |
| | Eco-friendly cabinets - formaldehyde free, material certified by the Forest Stewardship Council. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 2 |
| | Eco-friendly flooring for entire unit - Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 100% recycled content tile, and/or natural linoleum. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 3 |
| | Florida Yards and Neighborhoods Certification on all landscaping. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 1 |
| | Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings. | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 1 |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-------------------------------------|---|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| Green Building Certification | | Optional | NC | | MF | SF | | Family | Elder | Homeless | 10 |
| | U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Certification. | Optional | NC | | MF | SF | | Family | Elder | Homeless | |
| | Florida Green Building Coalition (FGBC) Certification. | Optional | NC | | MF | SF | | Family | Elder | Homeless | |
| | National Association of Home Builder's National Green Building Standard (NAHB) Certification. | Optional | NC | | MF | SF | | Family | Elder | Homeless | |

| Green Building for Rehabilitation and Preservation Developments | | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 10 max |
|--|---|----------|--|---|----|----|--------------|--------|-------|----------|--------|
| | Programmable thermostat in each unit. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Humidistat in each unit. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Water Sense certified dual flush toilets in all bathrooms. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Light colored concrete pavement instead of or on top of asphalt to reduce heat-island effect. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Energy Star qualified roof coating. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Energy Star qualified roofing materials (metal, shingles or tiles). | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 3 |
| | Eco-friendly cabinets - formaldehyde free, material certified by the Forest Stewardship Council. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 3 |
| | Eco-friendly flooring for entire unit - Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 100% recycled content tile, and/or natural linoleum. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 3 |
| | Energy Star rating for all windows in each unit. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 3 |
| | Florida Yards and Neighborhoods Certification on all landscaping. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings. | Optional | | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |

| Resident Programs - Non-Elderly and Non-Homeless Developments: | | Optional | NC | R | MF | SF | Preservation | Family | | | 6 max |
|---|--|----------|----|---|----|----|--------------|--------|--|--|-------|
| | Homeownership Opportunity Program - Financial Assistance with Purchase of a Home. | Optional | NC | R | MF | SF | Preservation | Family | | | 2 |
| | Homeownership Opportunity Program - Financial Assistance with Purchase of a Unit in the Development. | Optional | NC | R | MF | SF | Preservation | Family | | | 2 |
| | Afterschool program for children. | Optional | NC | R | MF | SF | Preservation | Family | | | 3 |
| | First time homebuyer seminars. | Optional | NC | R | MF | SF | Preservation | Family | | | 1 |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|--------------------------------|-----------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | Literacy training. | Optional | NC | R | MF | SF | Preservation | Family | | | 2 |
| | Employment assistance program. | Optional | NC | R | MF | SF | Preservation | Family | | | 2 |

| Resident Programs - Homeless/SRO and Non-SRO | | Optional | NC | R | MF | SF | Preservation | | | Homeless | 6 max |
|---|-------------------------------|-----------------|-----------|----------|-----------|-----------|---------------------|--|--|-----------------|--------------|
| | Staffed Kitchen/Cafeteria | Optional | NC | R | MF | SF | Preservation | | | Homeless | 3 |
| | Daily Activities | Optional | NC | R | MF | SF | Preservation | | | Homeless | 3 |
| | Literacy Training | Optional | NC | R | MF | SF | Preservation | | | Homeless | 2 |
| | Employment Assistance Program | Optional | NC | R | MF | SF | Preservation | | | Homeless | 2 |

| Resident Programs for Elderly Developments | | Optional | NC | R | MF | SF | Preservation | | Elder | | 6 max |
|---|---|-----------------|-----------|----------|-----------|-----------|---------------------|--|--------------|--|--------------|
| | Daily Activities | Optional | NC | R | MF | SF | Preservation | | Elder | | 3 |
| | Assistance with Light Housekeeping, Grocery, Shopping and/or Laundry. | Optional | NC | R | MF | SF | Preservation | | Elder | | 1 |
| | Resident Assurance Check-In Program. | Optional | NC | R | MF | SF | Preservation | | Elder | | 2 |
| | Manager On-Site 24 Hours Per Day. | Optional | NC | R | MF | SF | Preservation | | Elder | | 3 |
| | Private Transportation. | Optional | NC | R | MF | SF | Preservation | | Elder | | 3 |
| | Literacy Training. | Optional | NC | R | MF | SF | Preservation | | Elder | | 2 |
| | Computer Training. | Optional | NC | R | MF | SF | Preservation | | Elder | | 2 |

| Resident Programs for Elderly ALF Developments | | Optional | NC | R | MF | SF | Preservation | | Elder | | 6 max |
|---|---|-----------------|-----------|----------|-----------|-----------|---------------------|--|--------------|--|--------------|
| | Medication Administration. | Optional | NC | R | MF | SF | Preservation | | Elder | | 3 |
| | Services for People with Alzheimer's Disease and other Related Disorders. | Optional | NC | R | MF | SF | Preservation | | Elder | | 3 |
| | Private Transportation. | Optional | NC | R | MF | SF | Preservation | | Elder | | 3 |
| | Literacy Training. | Optional | NC | R | MF | SF | Preservation | | Elder | | 2 |
| | Computer Training. | Optional | NC | R | MF | SF | Preservation | | Elder | | 2 |
| | Health and Wellness Services and Activities | Optional | NC | R | MF | SF | Preservation | | Elder | | 2 |
| | Mentoring and Intergenerational | Optional | NC | R | MF | SF | Preservation | | Elder | | 2 |

| Resident Programs for All Applicants | | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 8 max |
|---|------------------------------|-----------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|--------------|
| | Health Care | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Health and Nutrition Classes | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Mentoring | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Resident Activities | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |

DRAFT FEATURES AND AMENITIES TEMPLATE

| ALL FEATURES AND AMENITIES | | Required or Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | Points |
|-----------------------------------|--------------------------------------|-------------------------------------|-----------|----------|-----------|-----------|---------------------|---------------|--------------|-----------------|---------------|
| | Financial Counseling | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | English as a Second Language | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Resident Assistance Referral Program | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Swimming Lessons | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |
| | Life Safety Training | Optional | NC | R | MF | SF | Preservation | Family | Elder | Homeless | 2 |

Exhibit B

**Florida Housing Finance Corporation
Report Format for Past Due Loan, Foreclosure and Financial Monitoring Report**

Tab 1 - Past Due Loan Report

| Developer Contact | Property Name | Developer Name | Affiliate/ Financial Beneficiary/ Principal | Funding Source(s) (List each source. Use following example to format "SAIL 1996S-009".) | County | Original Loan Amount (If more than 1 source list each amount. Use following example to format "\$2,900,000.00".) | Lien Position | Servicer/ Trustee | Comments (Comments should begin with funding source ie. "MMRB" not Bond.) |
|-------------------|---------------|----------------|--|--|--------|---|---------------|----------------------|--|
| | | | | | | | | | |

Tab 2 - Foreclosure Report

| Developer Contact | Property Name | Developer Name | Affiliate/ Financial Beneficiary/ Principal | Funding Source(s) | Original Loan Amount | Lien Position | Principal Amount Charged Off | Comments | Remains Affordable | Units | Set Asides |
|-------------------|---------------|----------------|--|-------------------|----------------------|---------------|------------------------------|----------|--------------------|-------|------------|
| | | | | | | | | | | | |

Tab 3 - Financial Monitoring

| Developer Name | Property Name | Servicer/ Trustee | Failure to Submit | Due Date | Comments |
|----------------|---------------|----------------------|-------------------|----------|----------|
| | | | | | |

Exhibit C

**Florida Housing Finance Corporation
Report Format for Insurance Past Due Report**

| Developer Name | Property Name | Funding Source | County | Original Loan Amount | Lien Position | Servicer | Policy Expiration Date | Insurance Type | Coverage Amount | Deductible | Deductible Required | Comments |
|-----------------------|----------------------|-----------------------|---------------|-----------------------------|----------------------|-----------------|-------------------------------|-----------------------|------------------------|-------------------|----------------------------|-----------------|
|-----------------------|----------------------|-----------------------|---------------|-----------------------------|----------------------|-----------------|-------------------------------|-----------------------|------------------------|-------------------|----------------------------|-----------------|

Exhibit D

Florida Housing Finance Corporation Loan Trial Balance For the Quarter Ending

| FHFC Loan Number | Development Name | Note Amount | Closing Date | Maturity Date | Amount Disbursed | Interest Rate | Interest Due Date | Accrued & Unpaid Interest | Unpaid Principal Balance |
|------------------|------------------|-------------|--------------|---------------|------------------|---------------|-------------------|---------------------------|--------------------------|
|------------------|------------------|-------------|--------------|---------------|------------------|---------------|-------------------|---------------------------|--------------------------|

Loans:

1. Only include loans currently outstanding; do not include repayments or foreclosures.
2. Only add a loan when it closes.
3. Separate by loan program.
4. Interest rate should include the base rate and any other applicable rates.
5. Loans to be sorted, within each loan program by loan number.

**Florida Housing Finance Corporation
Program Report - Recap of Tenant Income Certification Information**

REPORTING PERIOD:

Development Name: _____ Total Units: _____ County: _____ Preparer: _____ From: _____ Through: _____
(Month / Day / Year) (Month / Day / Year)

Key Number: _____ Date Prepared: _____ Preparer's E-mail: _____ Preparer's Telephone (_____) _____ Ext. _____

| 1 | | 2 | | 3 | 4 | 5 | | | 6 | | 7 | | | | | | 8 | 9 | 10 | 11 | 12 | 13 | | 14 | | | | 15 | 16 | 17 |
|-------------------------------------|---------------------|--|--|--|----------------------|---------------------------------------|------|---------------------------------------|----------|-----------------------------|-------|-------------|------|-------|-------|---|--------------|--|------------------------------|---|----------------|---------------------------|------------------------|--|--|---------------------------------|----------------|-------------------|------------|----|
| a | b | Household Name or Unit Classification Code | | Move-In, Initial Cert., or Move-Out Date | Next Recert Due Date | Most Recent FHFC Income Certification | | Are ALL Occupants Full-time Students? | | Number of Household Members | | | | | | Total Household Income From All Sources | Income Limit | AMI Percentage Category of Certified Units (Occupied and Vacant) | Other (enter all that apply) | Demographic Category or Special Set Aside | HOME Rent Type | Rent AMI Percent Category | Nmbr of Bedrms in Unit | Dollar Amount of Monthly Rent Assistance | | Tenant or Project Based Assist. | Utility Allow. | Total Tenant Payt | Rent Limit | |
| Building Designation or Federal BIN | Unit Identification | | | | | Effective Date | Type | Attached (Y) | (Y or N) | Explanation (# or NA) | Total | With Income | 0-17 | 18-54 | 55-61 | 62+ | | | | | | | Hsehd-Paid Rent | Rental Assistance | | | | | | |
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Florida Housing Finance Corporation Statistical Data Collection

| All households at lease renewal | | Enter information for all qualified (certified) households, both at Initial Certification and at Annual Recertification | | | | | | | | | | | | | | | | | | | | New households only. Retain the information upon recertification | | | | | | | | | | | | | | |
|---------------------------------|------------------------|---|--|----------|-------|----------|-------|----------|-------------------------------------|----------|-------|----------|-----------------------------------|----------|-----------------|----------|-----------------|----------|-----------------------------------|----------|-----------------|--|---------------------------------|----------|---------------------------|----------|--|----------|------------------------|-------------------|-------------------|-------------------------------|---------------------------|------------|--|--|
| 18 | | 19 | | | | | | | | | | | | | | | | | | | | 20 | | | | | | 21 | | | | | | | | |
| a | b | a | b | c | d | e | f | g | h | i | j | k | l | m | n | o | p | q | r | s | t | u | v | w | a | b | c | d | e | f | a | b | c | | | |
| Rent Concession | | Household Elected to Not Participate | Characteristic Information by Number of Persons in Household by Race and by Hispanic Ethnicity | | | | | | | | | | | | | | | | | | | | | | | | Enter for Member Listed as Head of Household | | | | | | Enter an X if ANY member: | | | |
| Total Amount | Lease Term (in months) | | Amer. Indian or Alaska Native | | Asian | | Black | | Native Hawaiian or Pacific Islander | | White | | Amer. Indian or AK Native & White | | Asian and White | | Black and White | | Amer. Indian or AK Native & Black | | Asian and Black | | Other Multiple Race Combination | | Prior Housing Information | | Current Employment | | Primary Transportation | Receives Medicare | Receives Medicaid | Is a Person With a Disability | | | | |
| | | | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Total | Hispanic | Monthly Amt | ZIP Code | Occupation | ZIP Code | Mode | Benefits | Benefits | Disability | | |
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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Tenant Income Certification

**FLORIDA HOUSING FINANCE CORPORATION
TENANT INCOME CERTIFICATION**

Initial Certification Recertification Other _____
Indicate Type

Enter Full Date (mm/dd/yyyy)
Effective Date: _____
Move-in Date: _____

PART I - DEVELOPMENT DATA

Key Number _____ Development _____ County _____
Unit ID: _____ BIN # _____ Address _____ City _____

PART II - HOUSEHOLD COMPOSITION

| HH Mbr # | Last Name | First Name & Middle Initial | Relationship to Head of Household | Date of Birth (mm/dd/yyyy) | Age as of Effective Date | Full Time Student (Y or N) |
|----------|-----------|-----------------------------|-----------------------------------|----------------------------|--------------------------|----------------------------|
| 1 | | | H - Head | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |

PART III - GROSS ANNUAL ANTICIPATED HOUSEHOLD INCOME (USE ANNUALIZED AMOUNTS)

| HH Mbr # | (A) Employment or Wages | (B) Social Security/ Pensions | (C) Public Assistance | (D) Other Income | If Other, Indicate Type |
|----------|-------------------------|-------------------------------|-----------------------|------------------|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Calculate sum of (A) through (D), above **(E) TOTAL ANTICIPATED INCOME:** \$ -

PART IV - CASH VALUE OF ASSETS AND ANNUALIZED ANTICIPATED HOUSEHOLD INCOME FROM ASSETS

| HH Mbr # | (F) C / I | (G) Checking | (H) Savings | (I) CD | (J) Other | If Other, Indicate Type | (K) Asset Income |
|----------|-----------|--------------|-------------|--------|-----------|-------------------------|------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(L) TOTAL CASH VALUE: Calculate sum of (G) through (J) above: \$ -

(M) Total Anticipated Actual Asset Income: \$ -

(N) Enter Item (L) amount if total exceeds \$5,000: \$ - X Passbook Rate 2.00% = (O) Imputed Income: \$ -

(P) TOTAL INCOME FROM ASSETS: Enter the greater of Item (M) or Item (O) \$ -

PART V - (Q) TOTAL HOUSEHOLD INCOME FROM ALL SOURCES - Add (E) + (P) \$ -

HOUSEHOLD CERTIFICATION AND SIGNATURES

The information on the form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated gross annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature (Date) _____
Signature (Date) _____

Tenant Income Certification

| PART VI - STUDENT STATUS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------------------------------|---------------------|--------------------------|------------------|----------------------------|-------------------------------------|-------------------------------------|---------------------|----------------------------------|-------|---------------------|----------------|---------|-------|-----------|------|---------|-------|--------------|-----|---------|-------|------------|------------------|---------|-------|--------------|------|---------|-------|------------|-------|---------|-------|-------------|-------|---------|-------|---------------|---|
| <p>Is every household member a full-time student? (refer to Part II)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter Student Explanation number _____</p> | <p>Student Explanation</p> <ol style="list-style-type: none"> 1 TANF assistance 2 Job training program 3 Single parent / dependent child 4 Married / joint return 5 Former foster child in transition to independence | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PART VII - PROGRAM NAME | PART VIII - DETERMINATION OF INCOME ELIGIBILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Indicate AMI category served by household for set-aside requirement of each Florida Housing program</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%; text-align: center;">AMI Category</th> <th style="width: 20%; text-align: center;">CAP **</th> <th style="width: 30%;"></th> </tr> </thead> <tbody> <tr> <td>MMRB</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>** Upon</td> </tr> <tr> <td>SAIL</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>recertification the</td> </tr> <tr> <td>Housing Credit</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>household</td> </tr> <tr> <td>HOME</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>exceeded the</td> </tr> <tr> <td>AHL</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>income cap</td> </tr> <tr> <td>HUD Risk Sharing</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>according to</td> </tr> <tr> <td>SHIP</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>program(s)</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>eligibility</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____</td> <td>requirements.</td> </tr> </tbody> </table> | | AMI Category | CAP ** | | MMRB | _____ % | _____ | ** Upon | SAIL | _____ % | _____ | recertification the | Housing Credit | _____ % | _____ | household | HOME | _____ % | _____ | exceeded the | AHL | _____ % | _____ | income cap | HUD Risk Sharing | _____ % | _____ | according to | SHIP | _____ % | _____ | program(s) | _____ | _____ % | _____ | eligibility | _____ | _____ % | _____ | requirements. | <p>Current total household income \$ _____ (refer to Part V)</p> <p>Most restrictive AMI category met by household (refer to Part VII)</p> <p>_____ AMI % Current Income Limit \$ _____</p> <p>Recertification only</p> <p>Household size at move in _____</p> <p>Total household income at move in \$ _____</p> <p>Current Income Limit x 140% \$ _____</p> <p>Household income exceeds 140% at Recertification: _____ Yes _____ No</p> |
| | AMI Category | CAP ** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MMRB | _____ % | _____ | ** Upon | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SAIL | _____ % | _____ | recertification the | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Housing Credit | _____ % | _____ | household | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HOME | _____ % | _____ | exceeded the | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AHL | _____ % | _____ | income cap | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HUD Risk Sharing | _____ % | _____ | according to | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SHIP | _____ % | _____ | program(s) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ % | _____ | eligibility | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ % | _____ | requirements. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PART IX - RENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Rental Assistance \$ _____</p> <p>If Section 8, indicate assistance type: Tenant Based _____ Project Based _____</p> <p>Utility Reimbursement \$ _____</p> <p>Tenant-Paid Rent (include non-optional charges) \$ _____</p> <p>Utility Allowance \$ _____</p> <p>TOTAL TENANT PAYMENT (Tenant paid rent plus utility allowance) \$ _____</p> | <p>Unit meets ELI / Housing Credit / HUD Risk Sharing rent restriction at AMI Category _____ %</p> <p>Unit meets HOME Program rent restriction at _____</p> <p>Number of bedrooms in this unit _____</p> <p>Current rent limit for this unit \$ _____ (Refer to applicable schedule of maximum allowable rents)</p> <p>Rent Concession - throughout current lease</p> <p>Total Amount \$ _____</p> <p>Lease Term _____ (in months)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PART X - CATEGORICAL OR PUBLIC PURPOSE SET ASIDE OR TARGETING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Requirement Types (Select ALL that apply to this household)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">_____ Commercial fishing worker</td> <td style="width: 33%;">_____ Elderly</td> <td style="width: 33%;">_____ Family (SAIL only)</td> </tr> <tr> <td>_____ Farmworker</td> <td>_____ Homeless (SAIL only)</td> <td>_____ Prior substandard (MMRB only)</td> </tr> <tr> <td>_____ Rental Assistance (MMRB only)</td> <td>_____ Special Needs</td> <td>_____ Number of BR's (MMRB only)</td> </tr> </table> | | _____ Commercial fishing worker | _____ Elderly | _____ Family (SAIL only) | _____ Farmworker | _____ Homeless (SAIL only) | _____ Prior substandard (MMRB only) | _____ Rental Assistance (MMRB only) | _____ Special Needs | _____ Number of BR's (MMRB only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Commercial fishing worker | _____ Elderly | _____ Family (SAIL only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Farmworker | _____ Homeless (SAIL only) | _____ Prior substandard (MMRB only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Rental Assistance (MMRB only) | _____ Special Needs | _____ Number of BR's (MMRB only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SIGNATURE OF OWNER REPRESENTATIVE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of the program(s) indicated in Part VII, and the Extended Use Agreement and/or Land Use Restriction Agreement (if applicable), to live in a unit in this Development.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Tenant Income Certification

PART XI - STATISTICAL DATA

Note: Information in this Part XI is gathered for statistical use only. No resident is required to give such information unless they desire to do so.

Refusal to provide information in this Part will not affect any rights the household has as residents. There is no penalty for households that do not complete the form.

For Office Use: Household elected not to participate.

New Households

Prior Housing Information

(Answer for household head)

Monthly rent payment _____
 Monthly house payment _____
 ZIP Code _____

All Households

Current Employment

(Answer for household head)

Occupation _____
 ZIP Code _____

Primary Transportation Mode

(Answer for household head)

Motor vehicle _____
 Public transportation _____
 Other _____

Additional Household Information

A member of the household:

(Check all that Apply)

Receives Medicare benefits _____
 Receives Medicaid benefits _____
 Is a Person With a Disability * _____

| Racial Categories* (Select All That Apply) | Total Number of Household Members Per Category | Total Number of Hispanic or Latino Household Members |
|---|--|--|
| American Indian or Alaska Native | | |
| Asian | | |
| Black or African American | | |
| Native Hawaiian or Other Pacific Islander | | |
| White | | |
| American Indian or Alaska Native <i>and</i> White | | |
| Asian <i>and</i> White | | |
| Black or African American <i>and</i> White | | |
| American Indian or Alaska Native <i>and</i> Black or African American | | |
| Asian <i>and</i> Black or African American | | |
| Other mutiple race combination | | |
| TOTALS | | |

*** Definitions**

- Person With a Disability A person who has a mental or physical impairment that substantially limits one or more of such person's * Major Life Activities; has a record of such impairment; or is regarded as having such an impairment.
- Major Life Activities Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, sitting, standing, lifting, reaching, thinking, concentrating, reading, interacting with others, learning, sleeping and working.
- Hispanic or Latino A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- Not-Hispanic or Latino A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- American Indian or Alaska Native A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African American A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
- Native Hawaiian or Other Pacific Islander A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Transmittal Date

Owner Contact Name
Company Name
Mailing Address
City, State ZIP

Re: Management Review and Physical Inspection
Development Name Program ID Number(s)
Date of Review

Dear _____:

Enclosed you will find your copy of the above referenced Management Review and Physical Inspection. Please sign and date a copy and return it to _____, no later than _____. A written response addressing each section of the Review stating how the discrepancies / comments have been corrected is due no later than _____, to the following:

| | |
|-------------------------------|--|
| Monitoring Agent Contact | Robin Grantham |
| Title | Compliance Monitoring Administrator |
| Monitoring Agent Organization | Florida Housing Finance Corporation |
| <u>E-mail Address</u> | <u>compliancereview@floridahousing.org</u> |

It was a pleasure visiting your property. Should you have any questions or concerns regarding the Review and Inspection, please give me a call.

Sincerely,

(Electronic Signature)

Monitoring Agent Contact
Title

cc: Robin Grantham
Management Company Contact
Manager
Additional Interested Party Contact
Other Contacts

| | | | | | | | | | | | | | |
|--|--|--|--|--|---------------------|---|---|---|--|-------------------------------|---------------------|-----------|---------------------|
| Manager Name/Property Name and Address: | | | | Property Number(s): | | | | Date of Review: | | | | | |
| | | | | Type of Review: | | | | Type of Property: | | | | | |
| | | | | <input type="checkbox"/> Initial <input type="checkbox"/> Annual # of this review _____ | | <input type="checkbox"/> Follow-Up # of this Follow-Up Review _____ Date of Original Review _____ | | <input type="checkbox"/> FDIC <input type="checkbox"/> MFRB <input type="checkbox"/> S.A.I.L. <input type="checkbox"/> HC <input type="checkbox"/> HOME <input type="checkbox"/> AHL | | | | | |
| Management Agent Name and Address: | | | | # of Units in Property | | # Units Inspected | | # of Files Examined | | % of Files Examined | | | |
| | | | | Total: | | Total: | | # of Buildings in the Property: | | | | | |
| | | | | Occupied: | | Occupied: | | | | | | | |
| | | | | Vacant: | | Vacant: | | Residential: | | Non-Residential: | | | |
| Owner Contact Name and Address: | | | | Set-Aside Requirement(s): | | | | | | | | | |
| | | | | | | | | | | | | | |
| A. Examination of Records: | | | | S: | U: | See Comments | B. Administrative Procedures: | | | | S: | U: | See Comments |
| 1. Tenant Files and Records | | | | | | | 1. Tenant Selection & Orientation | | | | | | |
| 2. Applications and Processing | | | | | | | 2. Maintenance Program | | | | | | |
| 3. Rents | | | | | | | 3. Security Program | | | | | | |
| 4. Verifications of Income | | | | | | | 4. Vacancy & Occupancy Date of Review | | | | | | |
| 5. Income Certification/Recertification | | | | | | | 5. Organization and Supervision | | | | | | |
| 6. Leases | | | | | | | 6. Staffing | | | | | | |
| 7. Next Available Unit Documentation | | | | | | | 7. Office Hours | | | | | | |
| 8. Tenant Programs & Services | | | | | | | 8. Operating Procedures and Manuals | | | | | | |
| 9. Tenant File Discrepancies | | | | | | | 9. Training | | | | | | |
| 10. Public Policy Options | | | | | | | 10. Advertising | | | | | | |
| 11. Rent Roll | | | | | | | 11. Affirmative Fair Housing Marketing Plan | | | | | | |
| 12. Program Reports | | | | | | | 12. | | | | | | |
| 13. Regulatory Agreements (LURA / EUA) | | | | | | | 13. | | | | | | |
| 14. Utility Allowance | | | | | | | 14. | | | | | | |
| C. Physical Inspection: | | | | | | | | | | | | | |
| Interior Items | | | | Unit Equipped With | See Comments | Miscellaneous Items | | | | Property Equipped With | See Comments | | |
| 1. Refrigerator, Range/Oven w/Fan/Hood | | | | | | 1. Laundry Room(s) | | | | | | | |
| 2. Dishwasher | | | | | | 2. Benches, Picnic Area | | | | | | | |
| 3. Disposal | | | | | | 3. Storage, Utility Building(s) | | | | | | | |
| 4. Floors, Carpets, Tiles, Vinyl | | | | | | 4. Mail Kiosk | | | | | | | |
| 5. Cabinet Doors, Hardware | | | | | | 5. Project Signs with HUD Logo | | | | | | | |
| 6. Blinds | | | | | | 6. Office/Community Room/Great Room/Health Room | | | | | | | |
| 7. Smoke Alarm | | | | | | 7. Swimming Pool | | | | | | | |
| 8. Ceiling Fan(s) | | | | | | 8. Handicapped Accessible Restrooms in Clubhouse | | | | | | | |
| 9. Microwave Oven | | | | | | 9. Exercise Room | | | | | | | |
| 10. Washer/Dryer Connections | | | | | | 10. Maintenance Room | | | | | | | |
| 11. Fire Extinguishers | | | | | | 11. Gardening Area | | | | | | | |
| 12. Kitchen Pantry | | | | | | 12. Shuffleboard Court | | | | | | | |
| 13. Electrical Fixtures | | | | | | 13. Covered Parking Area (s) | | | | | | | |
| 14. Plumbing Fixtures | | | | | | 14. Security Systems | | | | | | | |
| 15. Heating & Air Conditioning | | | | | | 15. Fitness Trail | | | | | | | |
| 16. Painting | | | | | | 16. Car Care Area | | | | | | | |
| 17. Ceilings | | | | | | 17. Racquetball Court | | | | | | | |
| 18. Cable Hookups | | | | | | 18. Transportation Available | | | | | | | |
| 19. Thermostat | | | | | | 19. Card Operated Gate | | | | | | | |
| 20. Double Paned Glass | | | | | | 20. Basketball Court(s) | | | | | | | |
| 21. Cross Ventilation | | | | | | 21. Gazebo | | | | | | | |
| 22. Security Features - Peephole, Deadbolt | | | | | | 22. Storage area for agricultural/fishing on site | | | | | | | |
| 23. Roll-in shower in two units | | | | | | 23. Grab bars in the exterior Hallways | | | | | | | |
| 24. Lever Action Faucets in all units | | | | | | 24. 291 Parking Spaces & 7 Handicapped Spaces | | | | | | | |
| 25. Lever Action Doors in all units | | | | | | 25. Handicapped Accessible Routes of Travel | | | | | | | |
| 26. Emergency Call Service in all Units | | | | | | 26. All Ground Floor Units Handicapped Accessible | | | | | | | |
| 27. 2 Bathrooms in all 2 Bedroom Units | | | | | | 27. | | | | | | | |
| 28. | | | | | | 28. | | | | | | | |

| | | | | | | |
|---|------------------|------------------------------|---------------------------------------|---|-------------------------------|---------------------|
| Property Name: | | Property Number(s): | | Date of Review: | | |
| C. Physical Inspection: (con't) | | | | | | |
| Exterior Items | Inspected | See Comments | Visual Inspection | S | U | See Comments |
| 1. Exterior Walls | | | 1. Occupied Unit Inspection | | | |
| 2. Exterior Painting | | | 2. Vacant Unit Preparation | | | |
| 3. Roofs, Flashings, Vents | | | 3. General Physical Condition | | | |
| 4. Gutters and Downspouts | | | 4. On-Site Office Administration | | | |
| 5. Drives, Parking Lots, Paving & Curbs | | | 5. Use of Community Space | | | |
| 6. Walks, Steps, Guardrails, Ramps | | | D. Miscellaneous Observations: | | | |
| 7. Fences, Walls, Gates | | | | | | |
| 8. Porches, Balconies, Fire Escapes | | | | | | |
| 9. Doors, Windows, Screens | | | | | | |
| 10. Lawns & Plantings | | | | | | |
| 11. Sprinkler & Drainage Systems | | | | | | |
| 12. Exterior Lighting | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 0 | | | | | | |
| 0 | | | | | | |
| Note: Items marked with an "R" are required by the Land Use Restriction Agreement/Extended Use Agreement | | | | | | |
| E. Ratings: | | | | | Project in Compliance: | |
| | S | U | See Comments | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown | | |
| 1. Examination of Records | | | | | | |
| 2. Administrative Procedures | | | | | | |
| 3. Physical Inspection | | | | | | |
| Follow-Up Review Required | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |
| Response Required | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |
| <p>Please acknowledge receipt by signing, dating and returning a copy of the Review to the Monitoring Agent no later than : _____</p> <p>A written response addressing each section of the Review stating how the discrepancies/comments have been corrected is due to Seltzer Management Group, Inc. and to Florida Housing Finance Corporation no later than: _____</p> | | | | | | |
| _____ (Agent) | | | _____ (Property/Company) | | | |
| _____ (Signature) | | | _____ (Signature) | | | |
| _____ (Name) | | | _____ (Name) | | | |
| _____ (Title) | | | _____ (Title) | | | |
| _____ (Date) | | | _____ (Date) | | | |

| Item Number | For each "U" or "Comments" marked with an X, describe findings and/or give recommendations for corrections. |
|------------------------|---|
| | <p><u>NONCOMPLIANCE SUMMARY</u></p> <p><u>MANAGEMENT REVIEW SUMMARY</u></p> |

Development Name Here
Development City/State Here
Inspection Date Here

1

COMMENTS

Description
BIN & Unit Number, if applicable

2

COMMENTS

Description
BIN & Unit Number, if applicable

3

COMMENTS

Description
BIN & Unit Number, if applicable

4

COMMENTS

Description
BIN & Unit Number, if applicable

5

COMMENTS

Description
BIN & Unit Number, if applicable

6

COMMENTS

Description
BIN & Unit Number, if applicable

Date: Transmittal Date

To: Robin Grantham
Florida Housing Finance Corporation

From: Monitoring Agent Name
Monitoring Agent Organization

Re: Development Name
Program ID Number(s)
YYYY Management Review and Physical Inspection
Date of Review

The Following is a breakdown of the current rents as of the above Management Review. The Utility Allowance presently in use was effective as follows:

Utility Allowance Source Effective
Date Utility Type(s)

COUNTY:

| Unit Type | | | QTY | Current Rents | Utility Allowance | Gross Rent | Rent Limit | AMI % |
|--------------|-------|----------------|-----|---------------|-------------------|------------|------------|-------|
| Bedrms | Baths | Square Footage | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |
| Total | | | | | | | | |

If there are questions, please do not hesitate to contact our office.

**Fee Schedule
Exhibit H**

| Service/Activity | HOME | SAIL | HC | EHCL | PLP | Demonstration | MMRB | CWHIP | Supplemental Loans | Multiple | HOP |
|---|--------------------------|-------------------------|-------------------------|-------------------------|---------------------|---------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Real Estate Credit Underwriting | | | | | | | See Footnote 1 | | See Footnote 5 | | |
| Use the fee in effect at the time of: | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | n/a |
| Billing begins at the time of: | 50/50 beginning/final CU | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | service work begins | n/a |
| Final Underwriting | | | | | | | | | | | n/a |
| Analytical Review | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Re-underwriting (hourly rate) | | | | | | | | | | 157 | n/a |
| Re-underwriting (maximum fee) | | | | | | | | | | n/a | n/a |
| Preliminary Recommendation Letter (PRL) | n/a | n/a | (See Footnote 6) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Attend Closing | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Re-marketing and refunding Reviews | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Ownership Transfer Review | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| HUD Subsidy Layering Review-not previously underwritten | | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| HUD Subsidy Layering Review-previously underwritten | | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Extraordinary Services (hourly rate) | | | | | | | | | | | n/a |
| Construction Loan Servicing | | | | | | | | | | | |
| Use the fee in effect at the time of: | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | homebuyer closing |
| Billing begins at the time of: | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | loan closing | homebuyer closing |
| In-house Review (hourly rate) | | | | | | n/a | | | | | n/a |
| In-house Review (maximum fee per draw) | | | n/a | | | n/a | | | | | n/a |
| On-site inspection (hourly rate) | | | | | | n/a | | | | | (See Footnote 4) |
| On-site inspection (maximum fee per draw) | | | | | | n/a | | | | | 1,257 |
| Extraordinary Services (hourly rate) | | | | | | n/a | | | | | 157 |
| Permanent Loan Servicing | | | | | | | | | | | |
| Use the fee in effect at the time of: | loan closing | loan closing | n/a | loan closing | n/a | n/a | loan closing | loan closing | loan closing | loan closing | n/a |
| Billing begins at the time of: | conversion to permanent | conversion to permanent | n/a | conversion to permanent | n/a | n/a | conversion to permanent | conversion to permanent | conversion to permanent | conversion to permanent | n/a |
| Annual Fee (basis points) | | | n/a | | | n/a | | | | | n/a |
| Annual Maximum Fee | | | n/a | | | n/a | | | | | n/a |
| Annual Minimum Fee | | | n/a | | | n/a | | | | | n/a |
| Extraordinary Services (hourly rate) | | | | | | | | | | | n/a |
| Loan Servicing | | | | | | | | | | | |
| Use the fee in effect at the time of: | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | homebuyer closing |
| Billing begins at the time of: | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | homebuyer closing |
| Borrower analysis (per unit) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | (See Footnote 3) | n/a | n/a | (See Footnote 3) |
| Loan Servicing Fee (percentage) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Loan Servicing Fee (minimum fee) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Annual Verification (per unit) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Extraordinary Services (hourly rate) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Financial Monitoring | | | | | | | | | | | |
| Use the fee in effect at the time of: | loan closing | loan closing | n/a | n/a | n/a | loan closing | loan closing | loan closing | loan closing | loan closing | n/a |
| Billing begins at the time of: | first CO | first CO | n/a | n/a | n/a | first co | first CO | first co | first co | first co | n/a |
| Annual Fee (basis points) | | | n/a | | | n/a | | | | | n/a |
| Annual Maximum Fee | | | n/a | | | n/a | | | | | n/a |
| Annual Minimum Fee | | | n/a | | | n/a | | | | | n/a |
| Additional Program fee | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Additional Development - MMRB only | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Extraordinary Services (hourly rate) | | | n/a | | | n/a | | | | | n/a |
| Compliance Monitoring | | | | | | | | | | | |
| Use the fee in effect at the time of: | loan closing | loan closing | | n/a | n/a | loan closing | loan closing | loan closing | loan closing | **See footnote 2 | n/a |
| Billing begins at the time of: | service work begins | service work begins | | n/a | n/a | service work begins | service work begins | service work begins | service work begins | service work begins | n/a |
| Annual Base Fee | | | | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Annual Maximum Fee | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Annual Minimum Fee | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Additional Fee per Set-Aside Unit | | | | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Follow-up Reviews (hourly rate) | | | | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Extraordinary Services (hourly rate) | | | | | | | | | | | n/a |
| Additional Fee for each subsequent program | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Federal Labor Standards Monitoring | | | | | | | | | | | |
| Use the fee in effect at the time of: | loan closing | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Billing begins at the time of: | first draw | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| In-house Review (hourly rate) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| In-house Review (maximum fee per draw) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Annual Rate (basis points) | | | n/a | | | n/a | | | | | n/a |
| Annual Maximum Fee | | | n/a | | | n/a | | | | | n/a |
| Annual Minimum Fee | | | n/a | | | n/a | | | | | n/a |
| Site-visit (per site visit) | | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| On-site inspection (hourly rate) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| On-site inspection (maximum fee per draw) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Extraordinary Services (hourly rate) | | | n/a | | | n/a | | | | | n/a |
| Preconstruction Conference per development | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |

Footnote 1: Fees are based on the outstanding loan amount and calculated from the amortization schedule included in the Bond Documents or on file with the Trustee.

Footnote 2: Multiple Program Compliance Monitoring fee shall be determined at the loan closing date or pursuant to Exhibit B-2 of this Contract for HC.

Footnote 3: Compensation for Borrower Analysis completed by the Servicer shall be paid whether or not the homebuyer closes.

Footnote 4: This hourly rate does not include the completion of an HQS inspection. This rate will be renegotiated if an HQS inspection is required in the future.

Footnote 5: With the exception of Credit Underwriting fees, for Supplemental with SAIL, SAIL fees apply and if Supplemental with HC, Supplemental fees apply.

CPI increase used = 1.1% Fees in effect as of January 1, 2011 Updated 9/22/10

Footnote 6: The PRL is required only for competitive housing credits (9%).

Footnote 7: The servicer will bill the borrower for 87% of the total TCAP permanent