REQUEST FOR APPLICATIONS (RFA) 2027-220

MANUFACTURED HOUSING PILOT PROGRAM

for

FLORIDA HOUSING FINANCE CORPORATION

Issued: January 11, 2027
Due: February 2, 2027

SECTION ONE
INTRODUCTION

Florida Housing Finance Corporation ("Florida Housing") is soliciting Applications from qualified Applicants for a pilot program designed to encourage the new construction of affordable Manufactured Homes for purchase by Eligible Homebuyers.

Florida Housing is proposing a pilot program that will provide a revolving line of construction funding in order to encourage the production of starter homes using new, affordable manufactured housing for purchase by low-to-moderate income homebuyers. This pilot program expects to offer an estimated $10 million in loan funding available which may provide funds for land acquisition, infrastructure, construction financing, consulting services and loan guarantees, together with the ability to leave funds behind for the qualified homebuyer in the form of DPA and closing cost assistance.

SECTION TWO
DEFINITIONS

Capitalized terms within this RFA shall have the meaning as set forth in this RFA and 67-60, F.A.C. (effective October 23, 2024), or in applicable federal regulations.

SECTION THREE
PROCEDURES AND PROVISIONS

Unless otherwise stated within the RFA, the Application package, forms and other information related to this RFA may be found on the RFA Webpage at https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2027/2027-220 (also available by clicking here).

A. Submission Requirements

1. Application Deadline

   The Application Deadline is **3:00 p.m., Eastern Time, on February 2, 2027**.

2. Creating the Application Package

   Compile a Document with responses into one pdf file

3. Uploading the Application Package

   To upload the Application Package described in 2.a. above:

   a. Go to the RFA Webpage.

   b. Click the link to login and upload the Application Package. Note: A username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.

c. After successfully logging in, click “Upload Application Package.” Enter the Development Name and click “Browse” to locate the Application Package in a pdf format.

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

d. After the Application Package is displayed in the Upload webpage, click “Upload Selected Files” to electronically submit the Application to the Corporation by the Application Deadline. Then the Uploaded Application and its assigned Response Number will be visible in the first column.

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

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

4. Assigning Lottery Numbers

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

5. Withdrawing an Application

Pursuant to subsection 67-60.004(2), F.A.C., any Applicant may request withdrawal of its Application from a competitive solicitation by filing a written notice of withdrawal with the Corporation Clerk. When a request for withdrawal is accepted, the Application shall be deemed ineligible for funding. For purposes of the funding selection process, the Corporation shall not accept any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, on the last business day before the date the Review Committee meets to make its recommendations until after the Notice of Intended Decision is posted, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted.

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

C. The Corporation reserves the right to:

1. Waive Minor Irregularities; and

2. Accept or reject any or all Applications received as a result of this RFA.

3. Negotiate with the successful Applicant with respect to any additional terms or conditions.

D. Any interested party may submit any inquiry regarding this RFA in writing via e-mail at RFA_2027-220_Questions@floridahousing.org (also accessible by clicking here) with "Questions regarding RFA 2027-220" as the subject of the email. All inquiries are due by 5:00 p.m., Eastern Time, on January 18, 2027. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on January 26, 2027, and will post a copy of all inquiries received, and their answers, on the RFA Webpage. The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.

E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), F.S., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

F. By submitting this Application, including all applicable attachments thereto, each Applicant agrees to the terms and conditions outlined in the RFA and certifies that:

1. Public Records. Any material submitted in response to this RFA is a public record. Section 119.071(1)(b)2, F.S. authorizes the Corporation to exempt this material from disclosure requirements; however, the Corporation intends to post the Applications to the RFA Webpage sooner than 30 days after the Application Deadline.

2. Noninterference. The RFA has a Noninterference Period that is effective as of the Application Deadline through the time of the Board's final determination of the awards for the RFA. During the Noninterference Period, Applicants and their representatives are prohibited from contacting Board members or Corporation staff, unless it is Corporation legal staff, concerning their own or any other Applicant's Application in any attempt to influence the scoring or selection process. If an Applicant or its representative does contact a Board or non-legal Corporation staff member in violation of this section, the Board may disqualify the Application.

3. Requirements. Proposed Developments funded under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits and all provisions of Rule Chapter 67-60, F.A.C.,

4. Modifications. Any modifications that occur to the Request for Application will be posted on the web site and may result in an extension of the deadline. It is the

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

To the extent that a modification gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

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

SECTION FOUR
INFORMATION TO BE PROVIDED IN APPLICATION

Provided below are the instructions to be used in completing an Application submission to Florida Housing in response to this RFA. Unless stated otherwise, all information requested in the RFA pertains to the Development proposed in this Application upon completion of the work.

While all applications will be considered, Florida Housing is encouraging Applications that propose new subdivisions of 20-50 Units which would include amenities such as sidewalks, streetlights and common area(s). Applicants should ideally partner with a Manufactured Housing Provider who will construct homes in a Florida-based factory that utilizes the most modern construction techniques. Strong consideration will be given for Manufactured Homes that meet the Freddie Mac CHOICEHome® standard for homebuyer financing. These starter homes should include modern features and amenities while still maintaining affordability for first-time homebuyers. Homes must be sold to eligible homebuyers qualifying for Florida Housing's Homebuyer Loan Programs through an approved, participating lender at a sales price approved by Florida Housing. The purchase price of the homes proposed should be less than what it would be for a similar site-built home.

1. Applicant Certification and Acknowledgement

Include an Applicant Certification and Acknowledgement form to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The Applicant Certification and Acknowledgement form is provided on the RFA Webpage.

2. Contact Person and Development Team

a. Contact Information - Required

Provide the name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.

b. Development Team – up to 40 points

(1) List of the members of the Development Team (up to 5 points)

The Development team should include local governments, Manufactured Housing Providers, Developers and/or General Contractors (if not already a part of the Manufactured Housing Provider) with the knowledge and experience to complete the proposed development.

Provide a list of the members of the Applicant Team and describe the functions that each will perform.

(2) Description of the qualifications of the Development Team (up to 10 points)

Provide a narrative statement of qualifications that the Development Team considers to be significant, innovative, or otherwise relevant to its ability to provide these services. Such statement could include history and business model of Applicant Team members, any awards and significant recognition, details on the types of construction projects in which any one or more members of the Applicant Team participated that were successfully completed which specifically assisted low-to-moderate income households.

(3) Description of the previous experience utilizing Manufactured Housing for homeownership (up to 5 points)

Do any members of the Development Team have previous experience utilizing manufactured housing for homeownership. If so, please describe. Would the Development Team be amenable to receive technical assistance regarding Manufactured Housing?

(4) Description of Development Team's process to keep Eligible Homebuyer from "Flipping" Manufactured Home (up to 10 points)

Applicants must commit to providing a mechanism (e.g. deed restriction, shared equity agreement) that will protect against the initial homebuyer from quickly selling the home and walking away with an inordinate amount of equity. Describe the method in which the Development Team will prevent the Eligible Homebuyer from taking away an inordinate amount of equity due to a quick sale of the home after purchase. Provide in the narrative a description of which party in the Development Team will be responsible for instituting and enforcing.

(5) Description of the previous experience with similar housing models (up to 10 points)

Describe previous experience in providing a housing development similar to the one proposed. Please provide the name(s) of the principal of Development Team with the experience.

3. Proposed Development Information

The proposed Project must consist entirely of new construction of single-family homes that meet the definition of Manufactured Homes by a Manufactured Housing Provider. All

Manufactured Homes must meet the more stringent of the State, HUD or local building code requirements as applicable. At a minimum, all construction shall fully comply with the Florida Building Code – Residential (currently adopted edition).

a. State the name of the proposed Project – Required

b. Provide the Address of the site(s) - Required

c. Provide the county of the site(s) - Required

d. Description of the proposed Development (up to 100 points)

Provide a narrative description of the proposed development. Include as much detail including how the Applicant proposes to use the funds from this pilot program. The allowable uses of funds are: land acquisition, infrastructure, and construction financing and, if funding remains, assist the Eligible Homebuyer in the form of down payment and closing cost assistance. Items to consider:

(1) Will the Applicant use the funds for land acquisition?

(2) Will the Applicant use the funds to provide infrastructure on the site? Please describe in detail.

(3) Are there other funds that will be used in the development?

(4) What parcel of land is proposed to be developed?

(5) How many Manufactured Homes are to be developed?

(6) Any Solicitations needed?

(7) Tell us about the Manufactured Homes. Have you considered using Manufactured Housing Units that are eligible for the Freddie Mac CHOICEHome® eligible Units or Cross-Mods? Note: Strong consideration will be given for Manufactured Homes that meet the Freddie Mac CHOICEHome® standard for homebuyer financing.

(8) Do you have a Manufactured Housing provider that you are working with?

(9) Do you have proposed models?

(10) What is your intended purchase price for each model?

(11) What are the number of bedrooms and total square footage? You can include elevation and Manufactured Housing plan pictures, concept drawings, renderings, etc. in your response.

(12) Will the subdivision include sidewalks, streetlights, common areas or similar amenities?

(13) Will the development be a Planned Unit Development (PUD) with a Homeowners Association (HOA)?

(14) Will there be any community partners involved in the development of these homes? Examples could be local governments providing land, waving impact or other required fees, community land trusts providing long-term affordability, local housing counseling agencies working to qualify potential homebuyers, etc.

(15) Describe any cost savings achieved by utilizing manufactured housing versus site-built homes.

4. Eligible Homebuyer Qualifications and Commitments

a. Requirements

The Manufactured Homes must be sold to Eligible Homebuyers. To qualify as an Eligible Homebuyer, all of the following must be met:

- The Eligible Homebuyer must qualify for Florida Housing's Homebuyer Loan Programs through an approved, participating lender. (All borrower eligibility and other requirements are available in the Florida Housing Homebuyer Loan Program Guide found on the webpage https://www.floridahousing.org/programs/homebuyer-overview-page;
- The Eligible Homebuyer must be income-qualified homebuyer at a sales price approved by Florida Housing;
- The Eligible Homebuyer must be credit-qualified earning no more than 150% AMI;
- The Eligible Homebuyer must have successfully completed an approved homebuyer education course. This includes face-to-face homebuyer education if provided by a HUD-approved counseling agency, a unit of local government that provides pre-purchase homebuyer education in Florida, or a counseling agency designated by a unit of local government to provide homebuyer education on their behalf. Online courses are permitted if provided by a HUD-approved agency, a unit of local government that provides pre-purchase homebuyer education in Florida, a mortgage insurance provider, or an Agency or GSE sponsored course. Certificates of Completion are acceptable for two years from the date of completion.

b. Describe the homebuyer (up to 10 points)

Describe the homebuyer that you would like to serve. Are there certain occupations that you would like to serve? What are your targeted Area Median Income (AMI) Levels to be served? (Note: The AMI served will affect the percentage of the total cost that can be provided to the Eligible Homebuyer as Down Payment Assistance. See chart in Section 5(e) below)

c. Describe the process, including marketing initiatives, to identify Eligible Homebuyers. Describe how the Development Team will work with a Florida Housing Participating Lender to qualify Eligible Homebuyers. (up to 10 points)

5. Funding Available and Cost of Development

This pilot program may provide funds for land acquisition, infrastructure, construction financing, consulting services, loan guarantees, together with the ability to leave funds behind for the qualified homebuyer in the form of DPA and closing cost assistance. The construction loan for this new program will be at 0% interest and recouped, less any DPA used for the homebuyer at the permanent loan closing with the approved homebuyer. Frequency terms and amount of each draw will be reviewed and approved by the Servicer.

a. Request Amount - Required

State the total request amount and include the amounts that will be spent for each allowed category (land acquisition, infrastructure, home construction).

The maximum request per Application is $3.5 million.

b. Based on your county and a family of four, show us your AMI borrower can qualify to purchase the home. Include in your assumption any DPA that will be required to assist such borrowers. Do you currently have a commitment of SHIP or other non-FHFC DPA? (Up to 20 points)

c. Describe the total anticipated costs for each proposed model, including any Developer and General Contractor fees. Applicants will be allowed a reasonable Developer Fee as approved by the credit underwriter. Describe how many homes you intend to have under construction at one time and how you will best utilize the revolving construction loan being provided. (Up to 50 points)

FINAL COSTS WILL BE SUBJECT TO NEGOTIATION AND CREDIT UNDERWRITING.

d. Maximum sales price for each home

There will be a maximum sales price for each home equal to 105% of the current HUD limits. These limits are adjusted by HUD on an annual basis and it is not yet determined what these amounts will be for each Unit of Manufactured Housing, but these are the current maximum sales price for homes in each county using the current methodology and should be used as a guide in planning. It is still incumbent of the Applicant to show how the Unit will be affordable to homebuyers at the proposed AMI to be served.:

County Name	Current Purchase Price Limit
Alachua County	$347,550
Brevard & Gilchrist Counties	$345,450

Broward County	$473,550
Charlotte, Clay and Duval Counties	$348,600
Collier and Miami-Dade Counties	$518,700
Escambia County	$307,650
Flagler County	$342,300
Franklin County	$349,650
Gadsden, Jefferson and Leon Counties	$319,200
Glades County	$300,300
Gulf and Indian River Counties	$362,250
Hendry County	$306,600
Hernando and Pasco Counties	$357,000
Hillsborough County	$370,650
Lake and Osceola Counties	$393,750
Lee County	$359,100
Manatee County	$392,700
Martin County	$403,200
Monroe County	$658,350
Nassau County	$363,300
Okaloosa County	$317,100
Orange County	$429,450
Palm Beach County	$474,600
Pinellas and Seminole Counties	$413,700
Polk County	$336,000
Santa Rosa County	$316,050
Sarasota County	$385,350
St. Johns County	$415,800
St. Lucie County	$388,500
Sumter County	$364,350
Volusia County	$368,550
Walton County	$344,400
All other Counties in Florida	$298,200

e. Down Payment Assistance

Applicants may offer a portion of the funding as Down Payment Assistance to the Eligible Homebuyers. All DPA loans will be a zero-percent interest (0%), non-amortizing loan. The DPA loan will be due upon sale, refinance, or if the homebuyer no longer occupies the home as their principal residence. The Down Payment Assistance that can be offered is based on the Eligible Homebuyer's Household Area Median Income (AMI) as shown below:

Below 80% AMI – 20% of the purchase price as DPA

80% -100% AMI – 15% of the purchase price as DPA
100% -120% AMI – 10% of the purchase price as DPA
120% -150% AMI – 5% of the purchase price as DPA

APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

Attention: This is required to be printed, signed (blue ink is preferred) and included in the Application.

By inclusion and execution of the statement provided in Section Six of this RFA, each Applicant certifies that:

1. The Applicant has read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Exhibit B and 67-60, F.A.C.

2. The Applicant certifies to its eligibility to apply for the funding offered in this RFA.

3. The Applicant certifies that the proposed Project can be completed and operating within the schedule and budget submitted to the Corporation.

4. The Applicant acknowledges and certifies that it will abide by all commitments, requirements, and due dates outlined in the RFA, inclusive of all exhibits. Failure to provide the required information by any stated deadlines may result in the withdrawal of t awarded funding unless an extension is approved by the Corporation.

5. By submitting the Application, the Applicant acknowledges and certifies that the proposed Units will meet all state building codes, including the Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S.,
6. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.

7. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, Documents, as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation.

8. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Applicant's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Applicant the General Contractor, and Manufactured Housing Provider will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Applicant's development team including, without limitation, documentation on other past projects and

financials. Applicant's development teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.

9. The Applicant and all Principals are in good standing among all other states' housing agencies and have not been prohibited from applying for funding.

10. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Project as proposed in this Application. The Applicant has reviewed the third-party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Units as proposed in this Application.

11. During the credit underwriting process, demonstrate that the Units meets the requirements of this RFA.

12. Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Application is opened, whichever is earlier.

13. The Applicant, if awarded a contract under this RFA, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., "Prohibited Business Solicitation Communications" is defined by Section 420.503(32), Fla. Stat.

14. The Applicant is in compliance with Section 287.133(2)(a), Fla. Stat.

15. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

16. The Applicant agrees understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

17. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

18. The Applicant understands and acknowledges that Florida Housing may make all Applications in this RFA public sooner than 30 days after the Application Deadline.

19. Pursuant to Section 119.0701(2)(b), Fla. Stat., the Applicant, if awarded an agreement under this RFA, will be required to comply with public records laws, specifically to:

20. Keep and maintain public records required by Florida Housing to perform the service.

21. Upon request from Florida Housing's custodian of public records, provide Florida Housing with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

22. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Florida Housing.

23. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing' custodian of public records, in a format that is compatible with the information technology systems of the public agency.

24. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

25. The Applicant acknowledges that if awarded an agreement it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Applicant other than for the compensation agreed upon in the contract that results from this RFA, unless that Applicant has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

26. The Applicant acknowledges that if awarded an agreement it will be prohibited from engaging 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 Applicant will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with their Ethics Officer. If the Applicant is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

27. The Applicant, in submitting this Application, acknowledges and agrees that the terms and conditions of this RFA, as well as any modifications thereto, will be incorporated into any contract offered as a result of this RFA.

A. CERTIFICATION STATEMENT:

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE, EXACTLY AS STATED AND WITHOUT ANY ADDITIONS, DELETIONS OR CAVEAT LANGUAGE, WILL RESULT IN REJECTION OF THE RESPONSE.

"Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing, and the information is true, correct and complete."

_____
Authorized Signature

_____
Print Name and Title

SECTION FIVE
SCORING AND EVALUATION PROCESS

1. Eligibility Criteria and Points

To be eligible for funding, the Application must meet all submission requirements as described in Section Three above and provide all required items as described in Section Four above.

Points will be assigned by each Review Committee Member and added together. This will be considered the Application's total score.

2. Application Sorting Order

The highest scoring Applications will be determined by first sorting together all eligible Applications from highest total score to lowest score, with any scores that are tied separated by lottery number.

3. Selection Process

Florida Housing will first select the highest scoring eligible Application.

Florida Housing will then select the next highest scoring eligible Application that is in a county that has not yet received an award. Florida Housing will continue to select the next highest scoring eligible Applications proposing Developments in counties that have yet to receive awards until there is not enough to fully fund any eligible Application's request amount.

If there are eligible Applications that can be fully funded, but none are in a county that has not yet received an award, then Florida Housing will continue to select the next highest scoring

eligible Applications proposing Developments in counties that have received the lowest number of awards until there is not enough to fully fund any eligible Application's request amount.

Any remaining funding will be distributed as approved by the Board.

SECTION SIX
AWARD PROCESS

Committee members shall independently evaluate and score the submitted Applications, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order applying the funding selection criteria outlined in Section Five above and develop a recommendation or series of recommendations to the Board.

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Exhibit B.

The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

After the Board's decision to select Applicants for funding in this RFA has become final action, the Corporation shall offer all Applicants within the funding range an Invitation to Enter Credit Underwriting as outlined in Exhibit B. The Corporation shall select the Credit Underwriter for each Development.

Exhibit A - Definitions

"Address"	The address number, street name and city or, at a minimum, the street name, closest designated intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city.
"Affiliate"	Any person that: (a) Directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer; (b) Serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer; (c) Directly or indirectly receives or will receive a financial benefit from a Development except as further described in Rule 67-48.0075, F.A.C., or (d) Is the spouse, parent, child, sibling, or relative by marriage of a person described in paragraph (a), (b) or (c), above.
"AMI" or "Area Median Income"	the median income for an area, with adjustments made for household size, as determined by the U.S. Department of Housing and Urban Development (HUD).
"Applicant"	Any person or legal entity of the type and with the management and ownership structure described herein that is seeking a loan or funding from the Corporation by submitting an Application or responding to a competitive solicitation pursuant to rule Chapter 67-60, F.A.C., for one or more of the Corporation's programs.
"Application"	The sealed response submitted to participate in a competitive solicitation for funding pursuant to rule Chapter 67-60, F.A.C.
"Calendar Days"	The seven (7) days of the week.
"Corporation"	The Florida Housing Finance Corporation as defined in Section 420.503, F.S.
"Cross-mods"	Short for Crossover Modern — is a branded category of upgraded HUD-code manufactured homes that combine the speed and cost benefits of factory-built housing with many features and aesthetics of site-built homes.
"Developer"	Any individual or legal entity which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application. Unless otherwise stated in a competitive solicitation, as used herein, a 'legal entity' means a corporation, association, joint venturer, or partnership legally formed as of Application deadline.
"Developer Fee"	The fee earned by the Developer.
"Development"	Project as defined in Section 420.503, F.S.
"Development Cost"	The total of all costs incurred in the completion of a Development excluding Developer Fee, operating deficit reserves, and total land cost as typically shown in the Development Cost line item on the development cost pro forma.
"Document"	Electronic media, written or graphic matter, of any kind whatsoever, however

	produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.
"DPA"	Down Payment Assistance
"Draw"	The disbursement of funds to a Development.
"Eligible Homebuyer"	One or more natural persons or a family, irrespective of race, creed, national origin, or sex, determined by the Corporation to be of Low Income or Moderate Income. Eligible Homebuyers must either qualify as a First Time Homebuyer as determined by Florida Housing; or qualify as a Veteran that is eligble for the First Time Homebuyer Loan Program as determined by Florida Housing.
"Executive Director"	The Executive Director of the Corporation.
"Financial Beneficiary"	Any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development.
"Florida Housing"	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
"Freddie Mac CHOICEHome®"	A CHOICEHome® is a single-section or multi-section manufactured home built to the HUD Manufactured Home Construction and Safety Standards and certified by the manufacturer to meet Freddie Mac's extra specifications
"General Contractor"	A person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application.
"Homebuyer Loan Program"	Florida Housing program that offers 30-year fixed rate first Mortgage loans to first time homebuyers through participating lenders and lending institutions throughout the State of Florida. Eligible borrowers may also participate in one of Florida Housing's second Mortgage programs to assist borrowers with down payment assistance and closing costs.
"IRC"	26 CFR Section 42 and subsections 501(c)(3) and 501(c)(4) of the Internal Revenue Code of 1986, together with corresponding and applicable final, temporary or proposed regulations, notices, and revenue rulings issued with respect thereto by the Treasury or the Internal Revenue Service of the United States.
"Manufactured Homes" or "Manufactured Housing Units"	For purposes of this RFA, homes must be factory built to either the HUD code or if modular, to the applicable state or local building code.
"Manufactured Housing Provider"	Any person or business engaged in the manufacturing, assembly, sale, leasing, distribution, or other activities related to manufactured homes that are regulated under the Federal Manufactured Home Construction and Safety

	Standards (HUD Code)
"Mortgage"	Mortgage as defined in Section 420.503, F.S.
"Note"	A unilateral agreement containing an express and absolute promise to pay to the Corporation a principal sum of money on a specified date, which provides the interest rate and is secured by a Mortgage.
"Principal"	Has the meanings set forth below and any Principal other than a natural person must be a legally formed entity as of the Application deadline: (a) For a corporation, each officer, director, executive director, and shareholder of the corporation. (b) For a limited partnership, each general partner and each limited partner of the limited partnership. (c) For a limited liability company, each manager and each member of the limited liability company. (d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline. (e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.
"Project" or "Property"	Project as defined in Section 420.503, F.S.
"Review Committee" or "Committee"	A committee established pursuant to Rule Chapter 67-60, F.A.C.
"Total Development Cost"	The total of all costs incurred in the completion of a Development, all of which shall be subject to the review and approval by the Credit Underwriter and the Corporation.
"Unit"	A residential unit used as a single-family residence and the land appurtenant that is taxed as real property under State laws.
"Website"	The Florida Housing Finance Corporation's website, the Universal Resource Locator (URL) for which is www.floridahousing.org.

Exhibit B – Additional Information

A. Selection Procedures for Developments

(1) Applications shall be limited to one submission per subject property. Two or more Applications, submitted in the same competitive solicitation process, that have the same demographic commitment and one or more of the same Financial Beneficiaries, will be considered submissions for the same Development site if any of the following is true:

(a) Any part of any of the property sites is contiguous with any part of any of the other property sites, or

(b) Any of the property sites are divided by a street or easement, or

(c) It is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development.

If two or more Applications are considered to be submissions for the same Development site, the Corporation will reject all such Applications.

(2) An Applicant shall be ineligible for funding or allocation in any program administered by the Corporation if the Applicant or Affiliate of the Applicant has made fraudulent or material misrepresentation as set forth in Section 420.518, F.S.

(3) Notwithstanding any other provision of these rules, the following items as identified by the Applicant in the Application must be maintained and cannot be changed by the Applicant after the applicable submission, unless provided otherwise below:

(a) Name of Applicant or Developer entity(s); notwithstanding the foregoing, the name of the Applicant or Developer entity(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation after the Applicant has been invited to enter credit underwriting. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;

(b) Principals of each Developer, including all co-Developers; notwithstanding the foregoing, the Principals of the Developer(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation after the Applicant has been invited to enter credit underwriting. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation. Any allowable change to the natural person Principals of a Public Housing Authority or officers and/or directors of a non-profit entity will apply to all preliminarily awarded Applications and Applications pending final Board action that include the Public Housing Authority or non-profit entity. Any allowable replacement of a Principal that was identified as the experienced Developer in a competitive solicitation must meet the experience requirements met by the original Principal;

(c) Program(s) applied for;

(d) Applicant that applied as a Non-Profit or for-profit organization, unless provided otherwise in a competitive solicitation;

(e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased and, if applicable, the total proximity points awarded during scoring are not reduced. In addition, if the increase or decrease of the site is such that the proposed Development now meets the definition of a Scattered Site, then the Applicant shall be required to provide such Scattered Sites information and meet all Scattered Sites requirements as required by Corporation staff. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;

(f) Total number of units; notwithstanding the foregoing, the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development;

(g) Funding Request Amount, exclusive of adjustments by the Corporation as outlined in any applicable competitive solicitation.

(4) A Development will be withdrawn from funding and any outstanding commitments for funds will be rescinded if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.

(5) If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with Section 42 of the IRC, Title 67, F.A.C., or applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.

B. Credit Underwriting and Loan Procedures

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any competitive solicitation scoring and funding preference process, prior to the closing on funding. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended loan amount

(1) After the Board's decision to select Applicants for funding as a result of a competitive solicitation process has become final action, the Corporation shall offer such Applicants an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development. For purposes of this section, a decision regarding an Applicant will become final action:

(a) If none of the Board's selections of Applicants for funding are challenged pursuant to Section 120.57(3), F.S.;

(b) If some of the Board's selections of other Applicants for funding are challenged pursuant to Section 120.57(3), F.S., but none of the challenges could impact the decision to select the Applicant for funding, or

(c) When the Board or Corporation issues a final order as a result of a challenge pursuant to Section 120.57(3), F.S.

(2) The invitation to enter credit underwriting constitutes a preliminary commitment.

(3) A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of eligible Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application from the list of eligible Applications for the applicable competitive solicitation and any other funding where that list of eligible Applications will be used.

(4) If the invitation to enter credit underwriting is accepted:

(a) The credit underwriting process must be completed and the firm loan commitment must be issued by the date of the Board of Directors meeting immediately following twelve (12) months after the Applicant is invited to enter credit underwriting. t Corporation loans and other Mortgage loans related to the Development must close by the date of the Board of Directors meeting immediately following 180 Calendar Days of the firm loan commitment(s).

(5) The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, Manufactured Housing Provicer and General Contractor, as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.

(6) In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, , and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

(a) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting

conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:

1. Considering all developments in which any party named above has been involved, if:

a. During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or

b. During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

2. Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the development afloat, the party's satisfactory performance history over the last 10 years in connection with that party's developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.

(b) A negative recommendation may also result from the review of:

1. Financial capacity of an Applicant, Developer, a, and the General Contractor, or

2. Any other relevant matters relating to an Applicant, Developer, , and the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.

(7) The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.

(8) If the Credit Underwriter determines that special expertise is required to review information, the Corporation may pay for consulting services specific to Manufactured Housing in an amount up to $10,000

(9) An appraisal report conforming to the Uniform Standards of Professional Appraisal Practice in effect at the time of the appraisal and reported in a comprehensive format, and a separate market study shall be ordered by the Credit Underwriter, at the Corporation's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the development property's financial feasibility. Appraisals which have been ordered and submitted by third-party credit enhancers or first mortgagors and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. The Credit Underwriter shall consider the market study, the Development's financial impact on Developments in the area previously funded by the Corporation, and other documentation when making its recommendation of whether to approve

or disapprove a loan. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application.

(10) The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units review the Development's costs.

(11) The Credit Underwriter may request additional information, but at a minimum, the following will be required during the underwriting process:

(a) For the Applicant, general partner(s), and guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter and the two most recent years' tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules. The financial statements and information provided for review should be in satisfactory form and shall be reviewed in accordance with the terms and conditions of this rule chapter and any applicable competitive solicitation.

(b) For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.

(12) The General Contractor must meet the following conditions:

(a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;

(b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget inclusive of the general requirement items related to construction costs identified in the final cost certification documentation;

(c) Secure building permits, issued in the name of the General Contractor;

(e) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;

(f) Ensure that no construction or inspection work is performed by the General Contractor, with the following exceptions:

1. The General Contractor may perform its duties to manage and control the construction of the Development; and

2. The General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of $350,000 or 5 percent of the construction costs, not to include the General Contractor fee or pass-through fees paid by the General Contractor;

(g) For Developments with a Development category of new construction, unless otherwise approved by the Corporation for a specific Development, ensure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor.

With regard to said approval, for requests of 3 percent or more over the applicable limit, the Corporation shall require an analysis from the Credit Underwriter and consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees. For requests up to 3 percent over the applicable limit, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees.

(h) Ensure that no construction cost is subcontracted to any entity that has common ownership or is an affiliate of the General Contractor, Developer, or Applicant.

(13) Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) may be included within the Total Development Cost for Application and underwriting purposes, unless otherwise recommended by the Credit Underwriter.

(14) The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each home.

(15) Information required by the Credit Underwriter shall be provided as follows:

(a) The Corporation shall issue a firm loan commitment after approval of the Credit Underwriter's recommendation for funding by the Board.

(b) The firm loan commitment must be issued by the date of the Board of Directors meeting immediately following twelve (12) months after the Applicant is invited to enter credit underwriting. Unless an extension is approved by the Board, failure to achieve issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment. In determining whether to grant an extension, the Board shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation may charge a non-refundable extension fee of one (1) percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the

initial deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the Board approves the extension of the original deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.

(16) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension.

(17) The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.

(18) The Credit Underwriter's loan recommendations will be sent to the Board for approval.

(19) The Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.

(20) Corporation loans and other Mortgage loans related to the Development must close by the date of the Board of Directors meeting immediately following 180 Calendar Days of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation may charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the applicable period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar

Days after the Board approves the request to extend the original loan closing deadline. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.

(21) Prior to any loan closing:

(a) The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel; and,

(b) The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.

(22) Total Development Cost includes the following:

(a) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties, of which the total cost cannot exceed the appraised value of the real property as determined in the credit underwriting process.

(b) The cost of site preparation, demolition, and development.

(c) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer Fee, and the Corporation. However, fees of the Applicant's or Developer's attorney(s) awarded in conjunction with litigation against the Corporation with respect to a Development shall not be included in Total Development Cost.

(d) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development.

(e) The cost of the construction, rehabilitation, and equipping of the Development.

(f) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services.

(g) The cost of such other items, including relocation costs, indemnity and surety bonds, and premiums on insurance.

(23) For computing any period, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

(24) Disclosure of the Principals of the Applicant must comply with the following:

(a) The Applicant must disclose all of the Principals of the Applicant (first principal disclosure level);

(b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level);

(c) The Applicant must disclose all of the Principals of all of the entities identified in paragraph (b) above (third principal disclosure level). Unless the entity is a trust or a non-profit as defined in Section 42(h)(5)(C), subsection 501(c)(3) or subsection 501(c)(4) of the IRC, all of the Principals must be natural persons, A non-profit entity may be identified at the third principal disclosure level if the non-profit wholly owns a real estate development subsidiary identified at the second principal disclosure level; and

(d) If any of the entities identified in paragraph (c) above are a trust or a non-profit, the Applicant must disclose all of the Principals of the trust or a non-profit (fourth principal disclosure level), all of whom must be natural persons.

(25) Unless otherwise stated in a competitive solicitation, disclosure of the Principals of each Developer must comply with the following:

(a) The Applicant must disclose all of the Principals of the Developer (first principal disclosure level); and

(b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level).

(26) Applicants awarded funding under this rule chapter shall comply with the compliance procedures set forth in Chapter 67-53, F.A.C.

D. General Program Procedures and Restrictions

(1) Eligible Developments must:

(a) Be designed and intended for the primary purpose of providing decent, safe, and sanitary residential housing for persons or households; and

(b) Be identified by legal description or street Address.

(2) Applicants are responsible for:

(a) The construction of affordable housing;

(b) The marketing of Units in the Project and providing referrals of potential Eligible Borrowers to the first ortgage lender;

(c) Meeting the pre-sale requirements established by the first mortgage lender; and

(3) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender and the Corporation's Servicer, including fire, hazard and other insurance sufficient to meet mortgage standards.

(4) The construction period shall be for a period of not more than three (3) years beginning on the Loan Closing Date, unless otherwise approved by the Board for a specified period of time. Applicants applying for an extension must:

(a) Request the extension in writing at least sixty (60) days prior to the end of the construction period;

(b) State a specific length of time needed to complete the Development and the reason the extension is needed;

(c) Provide a comprehensive work completion plan and construction schedule;

(d) Supply an alternate financing plan in the event the original financing source withdraws; and,

(e) Provide assurance that the extension will result in the successful completion of the Development.

(5) The Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any construction loan superior or inferior to the Corporation's loan without prior approval of the Board.

(6) Applicants that choose to withdraw from the pilot program prior to developing any units shall be responsible for repayment of any expenses paid by the Corporation, including credit underwriting, environmental review, and monitoring services fees.

E. Loan Terms and Conditions

The construction loan for this new construction program will be at 0% interest and recouped on a per home basis less any DPA used for the homebuyer, at the permanent loan closing with the approved homebuyer.

G. Disbursements Procedures and Loan Servicing

(1) Loan proceeds shall be disbursed during the construction phase in an amount per Draw on a pro-rata basis with the other financing unless otherwise approved by the Corporation or the Credit Underwriter.

(2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw in a form and substance acceptable to the Corporation's servicer.

(3) The request shall set forth the amount to be paid and shall be accompanied by documentation as specified by the Corporation's servicer. Such documentation shall include invoices for labor and materials to date of the last inspection.

(4) The Corporation's servicer and the Corporation shall review the request for Draw and the Corporation's servicer shall provide the Corporation with approval of the request or an alternative recommendation of an amount to be paid after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation.

(5) Retainage in the amount of 5 percent per Draw shall be held by the servicer during construction until the Unit is complete and the Applicant provides a satisfactory final inspection certificate or certificate of occupancy..

(6) The Corporation or its servicer shall elect to withhold any Draw or portion of any Draw, in addition to the retainage, notwithstanding any documentation submitted by the borrower in connection with a

request for a Draw, if:

(a) The Corporation or the servicer determines at any time that the actual cost budget or progress of construction differs from that shown on the loan documents.

(b) The percentage of progress of construction of improvements differs from that shown on the request for a Draw.