



June 28, 2024

Consent Items

Table of Contents

<p>I. HOME Rental</p> <p>A. Request Approval of the Firm Loan Commitment Deadline Extension for Phoenix Crossings (RFA 2022-206 / 2023-164H)</p>
<p>II. Housing Credits</p> <p>A. Request Approval of Applicant Entity Organizational Structure Change for Heritage Apartments (RFA 2018-113 / 2019-133C / 2022-262C)</p> <p>B. Request Approval of Applicant Entity Organizational Structure Change for Prairie Oaks Apartments (RFA 2019-115 / 2020-161C)</p>
<p>III. Legal</p> <p>A. In Re: Morris Court III, Ltd.; FHFC Case No. 2024-024VW</p> <p>B. In Re: Pollywog Creek Mews, LLC; FHFC Case No. 2024-027VW</p> <p>C. In Re: Rome Yards Phase 3A, LLC; FHFC Case No. 2024-028VW</p> <p>D. In Re: Holy Child Housing, Inc.; FHFC Case No. 2024-035VW</p> <p>E. In Re: Oranewood Preservation, LP; FHFC Case No. 2024-033VW</p> <p>F. In Re: Trenton Preservation, LP; FHFC Case No. 2024-031VW</p> <p>G. In Re: Timbers Preservation, LP; FHFC Case No. 2024-032VW</p> <p>H. In Re: Prairie Oak Preservation, LP; FHFC Case No. 2024-030VW</p> <p>I. In Re: Apopka Leased Housing Associates I, LLLP; FHFC Case No. 2024-034VW</p> <p>J. In Re: Citrus Glen Preservation, Ltd.; FHFC Case No. 2024-029VW</p> <p>K. In Re: AMC HTG 2, Ltd.; FHFC Case No. 2024-026VW</p>
<p>IV. Multifamily Bonds</p> <p>A. Request Approval of the Credit Underwriting Report and Authorizing Resolutions for Maison at Solivita Marketplace (2022-104B / 2022-556C)</p> <p>B. Request Approval of the Method of Bond/Note Sale Recommendation from Florida Housing's Independent Registered Municipal Advisor and Assignment of Recommended Professional</p> <p>C. Request Approval to Execute Acknowledgement Resolutions</p> <p>D. Request Approval of the Applicant Entity Change for Pine Island Park (RFA 2023-205 / 2024-033BSN / 2023-524C)</p> <p>E. Request Approval of the Transfer of Ownership for Riverwalk I (2008 Series E / 2008-501C / 1991-072C / 1991-072S)</p>
<p>V. Multifamily Programs</p> <p>A. Request Approval of Credit Underwriting Report for Burlington Post II (RFA 2022-205 / 2023-125SN / 2022-537C)</p>

- B. [Request Approval of Loan Closing Deadline Extension for Sandcastle Manor \(RFA 2021-206 / 2022-244H & RFA 2023-211 / 2023-237V\)](#)
- C. [Request Approval of Loan Closing Deadline Extension for College Arms Apartments \(RFA 2021-205 / 2022-195BS / 2021-522C\)](#)
- D. [Request Approval for Firm Loan Commitment Issuance Deadline Extension for Fox Pointe \(RFA 2023-108 / 2023-192CRA\)](#)
- E. [Request Approval of RFA Waiver for Credit Underwriting Report Deadline for Bristol Manor \(RFA 2021-201 / 2022-075C / 2023-269C & RFA 2023-211 / 2023-250V\)](#)
- F. [Request Approval of RFA Waiver for Credit Underwriting Report Deadline for Pollywog Creek Mews \(RFA 2021-206 / 2022-242H & RFA 2023-211 / 2023-238V\)](#)

VI. Predevelopment Loan Program (PLP)

- A. [Request of PLP Loan for Affordable Housing Solutions for Florida, Inc., a not-for-profit entity, for Sandcastle Preserve \(PLP 2024--003P-09\)](#)
- B. [Request Approval of PLP Loan for Sandcastles Foundation, Inc., a not-for-profit entity, for Sandcastle Preserve \(PLP 2024--004P-09\)](#)
- C. [Request Approval of PLP Loan Maturity Extension for 29 Wynwood LLC, a not-for-profit entity, for View 29 \(PLP 2020--009P-09\)](#)
- D. [Request Approval of PLP Loan for The Hutchinson Foundation, Inc., a not-for-profit entity, for Jessie's Village \(PLP 2023--014P-09\)](#)
- E. [Request Approval of PLP Loan for Tooley Community Development Group, a not-for-profit entity, for Tooley Oaks of East Mims \(PLP 2021--011P-09\)](#)

VII. Special Assets

- A. [Request for Extension of the SAIL Loan for Creative Choice Homes XXVIII Ltd for Marina Del Ray \(2002-026CS\)](#)
- B. [Request Approval for Extension of the SAIL and SMI Loans for Creative Choice Homes XI Ltd for Vista Palms \(2001-060S / 2001-533C / SMI 27 / 2010-16-26R\)](#)

HOME RENTAL

Consent

I. HOME RENTAL

A. Request Approval of the Firm Loan Commitment Deadline Extension for Phoenix Crossings (RFA 2022-206 / 2023-164H)

Development Name: Phoenix Crossings	Location: Flagler County
Applicant/Borrower: Phoenix Crossings, LLC.	Set Asides: 20% @ 50% AMI 80% @ 60% AMI
Developer/Principal: Rural Neighborhoods, Inc./Steven Kirk	Demographic/Number of Units: Family/28 Units
Requested Amounts: HOME: \$6,250,000	Development Category/Type: New Construction/Garden Apartments

1. Background:

- a) On December 15, 2022, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2022-206 for HOME Financing to be Used for Rental Developments in Certain Hurricane Ian Impacted Counties.
- b) On March 10, 2023, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
- c) On March 15, 2023, a Notice of Protest was filed delaying the issuance of the invitation to enter credit underwriting.
- d) On May 24, 2023, the Applicant was invited to enter credit underwriting activities which was accepted on May 25, 2023. The one-year deadline to complete credit underwriting was May 25, 2024.

2. Present Situation:

- a) On May 20, 2024, the Applicant requested a six-month firm loan commitment deadline extension from May 25, 2024 through November 25, 2024 due to 1) little market interest from general contractors, 2) establishing a reasonable construction budget due to on-going cost increases, 3) procuring additional capital for construction, and 4) unanticipated environmental conditions requiring mitigation ([Exhibit A](#)).

3. Recommendation:

- a) Approve the firm loan commitment deadline extension from May 25, 2024 through November 25, 2024, subject to further approvals and verifications by the Credit Underwriter, Counsels, and appropriate Florida Housing Staff.

HOUSING CREDITS

Consent

II. HOUSING CREDITS

A. Request Approval of Applicant Entity Organizational Structure Change for Heritage Apartments (RFA 2018-113 / 2019-133C / 2022-262C)

Development Name: Heritage Apartments	Location: Walton County
Applicant/Borrower: Heritage Preservation, LP	Set-Asides: 20% @ 40% AMI 80% @ 60% AMI
Developer/Principal: Royal American Properties, LLC/ Joseph F. Chapman, IV	Demographic/Number of Units: Family / 50 units
Requested Amounts: \$420,000 Housing Credits	Development Category/Type: Acquisition/Preservation / Garden

1. Background/Present Situation:

- a) Heritage Preservation, LP ("Applicant") applied for and was awarded funding from Request for Applications (RFA) 2018-113 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments. The funds are being utilized to finance the acquisition and preservation of a 50-unit Family, development in Walton County. On March 4, 2019, staff issued an invitation to the Applicant to enter credit underwriting and subsequently executed a Carryover Allocation Agreement on August 12, 2019. On March 4, 2022, the Board approved an exchange of credits and on March 16, 2022, a new Carryover Allocation Agreement was executed.
- b) On June 3, 2024, Florida Housing received a letter from the Applicant requesting to make changes to the Applicant organizational structure. The request letter and current and proposed Principal Disclosure Forms for the Applicant are provided as [Exhibit A](#). The Developer remains unchanged.
- c) In regard to the Applicant structure, the Applicant proposes to modify the ownership of RA Heritage Preservation, LLC (0.0100% General Partner) by transferring part of the membership interests of current members Waddell Plantation, Inc. (50% Member decreasing to 30% Member) and JBC of Panama City, Inc. (50% Member decreasing to 25% Member) to RAEP Heritage, LLC (45% Member). The principals of RAEP Heritage, LLC will be Manager, Robert Henry III, and Members Robert Henry III (50%) and James A. Boyd, Jr. (50%). All other principals will remain the same.
- d) The Applicant requests the change to the Applicant organizational structure to provide a financial reward for past services rendered by the Principals of RAEP Heritage, LLC.
- e) Per the RFA, once the Carryover Allocation Agreement has been executed by all parties, (a) replacement of the Applicant or a material change in the ownership structure of the named Applicant will require Board approval prior to the change, and (b) any non-material change in the ownership structure of the named Applicant will require Corporation approval prior to the change.
- f) Seltzer Management Group, Inc., the Credit Underwriter on the transaction has provided Florida Housing with a positive recommendation.

HOUSING CREDITS

Consent

- g) Staff has reviewed this request and finds that the Development meets all other requirements of the RFA.

2. **Recommendation:**

- a) Approve the request to change the Applicant Entity, as described above.

HOUSING CREDITS

Consent

B. Request Approval of Applicant Entity Organizational Structure Change for Prairie Oaks Apartments (RFA 2019-115 / 2020-161C)

Development Name: Prairie Oaks Apartments	Location: Levy County
Applicant/Borrower: Prairie Oaks Preservation, LP	Set-Asides: 20% @ 40% AMI 80% @ 60% AMI
Developer/Principal: Royal American Properties, LLC/ Joseph F. Chapman, IV	Demographic/Number of Units: Family / 54 units
Requested Amounts: \$671,223 in 9% Housing Credits	Development Category/Type: Acquisition/Preservation / Garden

1. Background/Present Situation:

- a) Prairie Oaks Preservation, LP ("Applicant") applied for and was awarded funding from Request for Applications (RFA) 2019-115 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments. The funds are being utilized to finance the acquisition and preservation of a 54-unit Family, development in Levy County. On February 5, 2020, staff issued an invitation to the Applicant to enter credit underwriting and subsequently executed a Carryover Allocation Agreement on August 21, 2020.
- b) On June 3, 2024, Florida Housing received a letter from the Applicant requesting to make changes to the Applicant organizational structure. The request letter and current and proposed Principal Disclosure Forms for the Applicant are provided as [Exhibit B](#). The Developer remains unchanged.
- c) In regard to the Applicant structure, the Applicant proposes to modify the ownership of RA Heritage Preservation, LLC (0.0100% General Partner) by transferring part of the membership interests of current members Waddell Plantation, Inc. (50% Member decreasing to 30% Member) and JBC of Panama City, Inc. (50% Member decreasing to 25% Member) to RAEP Prairie Oaks, LLC (45% Member). The principals of RAEP Prairie Oaks, LLC will be Manager, Robert Henry III, and Members Robert Henry III (50%) and James A. Boyd, Jr. (50%). All other principals will remain the same.
- d) The Applicant requests the change to the Applicant organizational structure to provide a financial reward for past services rendered by the Principals of RAEP Prairie Oaks, LLC.
- e) Per the RFA, once the Carryover Allocation Agreement has been executed by all parties, (a) replacement of the Applicant or a material change in the ownership structure of the named Applicant will require Board approval prior to the change, and (b) any non-material change in the ownership structure of the named Applicant will require Corporation approval prior to the change.
- f) Amerinat®, the Credit Underwriter on the transaction has provided Florida Housing with a positive recommendation.
- g) Staff has reviewed this request and finds that the Development meets all other requirements of the RFA.

HOUSING CREDITS

Consent

2. **Recommendation:**
 - a) Approve the request to change the Applicant Entity, as described above.

LEGAL

Consent

III. LEGAL

A. In Re: Morris Court III, Ltd.

FHFC Case No. 2024-024VW

Development Name: (“Development”):	Morris Court III
Developer/Principal: (“Developer”):	Area Housing Commission Development, Inc./ Abe Singh
Number of Units: 50 units	Location: Escambia County
Type: New Construction, Garden Apt.	Set-Asides: 8 units at 35% AMI 42 units at 60% AMI
Demographics: Elderly	Funding: MMRB: \$4,500,000 RRLP: \$4,286,269 4% HC: \$309,004

1. Background:

- a) Morris Court III, Ltd. (“Petitioner”) successfully applied for funding to assist in the construction of Morris Court III, a 50-unit development located in Escambia County, Florida (the “Development”). On April 25, 2024, Florida Housing received a Petition for Waiver of Rule 67ER06-232(3)(a) and the RRLP Set-Aside Requirements (the “Petition”), to allow Petitioner to convert its Extremely Low Income (ELI) household units to units serving families at or below 60% of the area median income (AMI) on the condition they agree to extend the 50-year set-aside term for all 60% units to 55 years. A copy of the Petition is attached as [Exhibit A](#).

2. Present Situation

- a) Rule 67ER06-32(3)(a), Fla. Admin. Code (2006), provides in relevant part:
- (3) The RRLP Minimum Set-Aside Requirements are:
- (a) At least 15 percent of the total units must be held for ELI Households for a period of 20 years. Following the 20-year ELI affordability period, the ELI Set-Aside will then convert to serve families at or below 60 percent of the area median income...
- b) Petitioner requests a waiver of the above rule to allow Petitioner to convert the ELI set-aside units to 60% AMI units approximately five years early. As justification for its request, Petitioner asserts that the Development is currently facing issues with maintaining sufficient cash flow to enable the Development to operate and make the required interest payments on the RRLP Loan. Petitioner states that allowing for the eight ELI units to convert to 60% AMI units will directly assist with the financial burdens the Petitioner is now facing. The Development is currently in year fifteen of the twenty-year term for the ELI Units. If this petition is granted Petitioner has agreed to extend the set-aside term for all 60% AMI units from 50 years to 55 years
- c) On June 7, 2007, the Petitioner also entered into an HHRP Loan Agreement with the City of Pensacola requiring Petitioner to set aside eight units for ELI tenants for a term of 20 years. If this Petition is granted, Petitioner states the City has also agreed to waive the requirement for the eight ELI units.

LEGAL

Consent

- d) On May 1, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 86. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.
- f) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of 67ER06-32(3)(a), Fla. Admin. Code (2006), to allow Petitioner to convert its extremely low-income set-aside units to 60% area median income (AMI) units on the condition that the set-aside term for all 60% AMI units is extended from 50 to 55 years.

LEGAL

Consent

B. In Re: Pollywog Creek Mews, LLC

FHFC Case No. 2024-027VW

Development Name: (“Development”):	Pollywog Creek Mews
Developer/Principal: (“Developer”):	Rural Neighborhoods, Inc./ Steve Kirk; Odyssey Development Group, LLC/Jason Goldfarb
Number of Units: 28 units	Location: Hendry County
Type: New Construction, Garden Apt.	Set-Asides: 6 units @ 50% AMI; 22 units @ 60% AMI
Demographics: Family	Funding: HOME: \$5,960,000 Viability: \$2,475,000

1. Background:

- a) Pollywog Creek Mews, LLC (“Petitioner”) successfully applied for funding to assist in the construction of Pollywog Creek Mews, a 28-unit development located in Hendry County, Florida (the “Development”). On June 7, 2024, Florida Housing received a Petition for Waiver of Rule 67-48.0072(21)(B) (the “Petition”), to allow Petitioner to extend the Firm Loan Commitment deadline for its HOME Funding. A copy of the Petition is attached as [Exhibit B](#).

2. Present Situation

- a) Rule 67-48.0072(21)(b), Fla. Admin. Code (2021), provides in relevant part:

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

(b) For SAIL, EHCL, and HOME, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued within twelve (12) months of the Applicant’s acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, 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 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. The Corporation shall 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 twelve (12) month deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the original twelve (12) month 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.

LEGAL

Consent

- b) Petitioner's initial firm loan commitment deadline for its HOME funding was April 4, 2023. On March 10, 2023, the Board granted Petitioner an extension of its firm loan commitment deadline to October 4, 2023. On October 27, 2023, the Board granted Petitioner a second extension of its firm loan commitment deadline to June 4, 2024. Petitioner now requests a third extension of its firm loan commitment to December 4, 2024.
- c) As justification for its request, Petitioner states that has made progress towards closing its financing and commencement of construction, including, amongst other things, completed building and civil plans and various permit approvals. However, due to interest rate increases to its construction and permanent loans, and an insufficient budget for labor and materials, exacerbated by the Development's rural location, Petitioner has had to seek additional funding. Petitioner was awarded \$2,475,000.00 in Viability Funding from Florida Housing and received an award of \$750,000 from the Federal Home Loan Bank of Atlanta under the Affordable Housing Program. Petitioner states that the plans have undergone a value engineering process, and new construction pricing is currently being obtained for the revised plans. Petitioner expects to complete credit underwriting by the October 22, 2024 Board meeting.
- d) On June 11, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 114. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.
- f) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state" (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of 67-48.0072(21)(b), Fla. Admin. Code (2021), to allow Petitioner to extend the Firm Loan Commitment deadline for its HOME Funding from June 4, 2024 to December 4, 2024.

LEGAL

Consent

C. In Re: Rome Yards Phase 3A, LLC

FHFC Case No. 2024-028VW

Development Name: ("Development"):	Gallery at Rome Yards
Developer/Principal: ("Developer"):	Rome Yards Phase 3A Developer, LLC / Alberto Milo, Jr.
Number of Units: 234 units	Location: Hillsborough County
Type: High Rise	Set-Asides: 60 units@ 20% AMI 103 units @ 80% AMI 71 units @ Market Rate
Demographics: Family	Funding: MMRB - \$64,000,000 4% HC - \$ 2,857,291

1. Background:

- a) Petitioner submitted a Non-Competitive Application for Corporation-Issued MMRB and Non-Competitive Housing Credits to assist in the construction of Gallery at Rome Yards, a 234 rental unit development located in Hillsborough County, Florida (the "Development") and was subsequently invited into underwriting on May 3, 2024. On June 11, 2024, Florida Housing received a Petition for Waiver of Rule 67-21.003(1)(b), Fla. Admin. Code (06/28/2023) and Non-Competitive Application Package (the "NCA") (Rev. 06-2023), to change the MMRB set-aside commitment required under the NCA (the "Petition"). A copy of the Petition is attached as [Exhibit C](#).

2. Present Situation:

- a) Rule 67-21.003(1)(b), Fla. Admin. Code (6/28/2023), incorporates by reference the Non-Competitive Application Package ("NCA"). The NCA, Part A.10.b.(2), states in relevant part:

(2) For Applicants committing to the Average Income Test

For MMRB Developments, the Set-Aside commitment will be 40 percent of the total units at or below 60 percent AMI.

- b) At application, an applicant selects one of three minimum set-aside commitments. When an applicant commits to the Average Income Test ("AIT") set-aside for Housing Credits, the MMRB set-aside is set at 40% of total units at or below 60% AMI, as in accordance with the Bond Program under Section 142 of the I.R.C., the NCA does not allow the use of AIT for the MMRB set-aside commitment. Petitioner selected the commitment of AIT in its application, and its set-asides met the required commitment for 4% Housing Credits; however, its AIT commitment does not meet the MMRB set-aside required under the NCA. As such, Petitioner is requesting to waive the NCA MMRB set-aside requirement of 40% of total units at or below 60% AMI, to allow the MMRB set-aside commitment of 20% of the total units at or below 50% AMI. Under Petitioner's AIT set-aside commitment, 60 units are set-aside at or below 20% AMI, which is 25.6% of units; thus meeting the 20% of the total units at or below 50% AMI set-aside commitment. Without this waiver, Petitioner states that it is at a competitive disadvantage with other developments who use AIT for Housing Credits.

LEGAL

Consent

- c) On June 12, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 115. To date, Florida Housing has received no comments concerning the Petition.
- d) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.
- e) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT Petitioner’s request for a waiver of Rule 67-21.003(1)(b), Fla. Admin. Code (06/28/2023) and Part A.10.b.(2), of NC Application 2023-106B/2023-547C, to allow for the MMRB set-aside commitment of 20% of the total units at or below 50% AMI.

LEGAL

Consent

D. In Re: Holy Child Housing, Inc.

FHFC Case No. 2024-035VW

Development Name: (“Development”):	Holy Child
Developer/Principal: (“Developer”):	Holy Child Housing, Inc./ Matt Miller
Number of Units: 25 units	Location: Hardee County
Type: New Construction, Single Family	Set-Asides: 20% @ 50% AMI; 80% @ 60% AMI
Demographics: Family	Funding: HOME: \$6,994,000

1. Background:

- a) Holy Child Housing, Inc. (“Petitioner”) successfully applied for funding to assist in the construction of Holy Child, a 25-unit development located in Hardee County, Florida (the “Development”). On June 13, 2024, Florida Housing received an Amended Petition for Waiver of Rule 67-48.0072(26) (the “Petition”) to allow Petitioner to extend its loan closing deadline by 90 days; its loan closing deadline is currently June 28, 2024. A copy of the Amended Petition is attached as [Exhibit D](#).

2. Present Situation

- a) Rule 67-48.0072(26), Fla. Admin. Code (2020), provides in relevant part:

(26) For SAIL and HOME, unless stated otherwise in a competitive solicitation, these Corporation loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 180 Calendar Days of the firm loan commitment(s). These deadlines may be automatically extended to the next scheduled meeting of the Board of Directors that is after the 120 or 180 Calendar Days deadlines as applicable. 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, which may be automatically extended to the next scheduled meeting of the Board of Directors that is after the 90 Calendar Day extension deadline. 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 shall 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 120 Calendar Day or 180 Calendar Day period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after 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.

LEGAL

Consent

- b) Petitioner was invited to enter credit underwriting on June 12, 2023 and issued a firm loan commitment on November 1, 2023, with a loan closing deadline of February 29, 2024. On May 10, 2024, the Board granted Petitioner an extension of the loan closing deadline to June 28, 2024. Petitioner now requests a second 90-day extension.
- c) Petitioner states that it has successfully obtained all permits needed to close on the loan except the Southwest Florida Water Management District permit. Petitioner states that it has been diligently working with the water management district to obtain its permit in order for the Petitioner to timely close on the loan before the June 28, 2024 closing deadline, but submits this request in an abundance of caution in case the permit is not issued before that date.
- d) On June 13, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 116. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.
- f) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of Rule 67-48.0072(26), Fla. Admin. Code (2020), to allow Petitioner to extend its loan closing deadline by 90 days from its present loan closing deadline of June 28, 2024.

LEGAL

Consent

E. In Re: Orangewood Preservation, LP

FHFC Case No. 2024-033VW

Development Name: (“Development”):	Orangewood Apartments
Developer/Principal: (“Developer”):	Royal American Properties, Inc./Joseph Chapman
Number of Units: 46 units	Location: Bradford County
Type: Preservation (this is the subject of this Request), Garden Apt.	Set-Asides: 10 units @ 40% AMI; 36 units @ 60% AMI
Demographics: Family	Funding: 9% HC: \$543,040

1. Background:

- a) Orangewood Preservation, LP (“Petitioner”) successfully applied for funding to assist in the preservation of Orangewood Apartments, a 46-unit development located in Bradford County, Florida (the “Development”). On June 12, 2024, Florida Housing received a Petition for Waiver of Rule 67-48.004(3)(f) (July 11, 2019) (the “Petition”), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation." A copy of the Petition is attached as [Exhibit E](#).

2. Present Situation

- a) Rule 67-48.004(3)(f), Fla. Admin. Code (2019), provides in relevant part:
- (3) For the SAIL, HOME and Housing Credit Programs, 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:
- ***
- (f) Development Category.
- b) Petitioner requests a waiver of the above rule to allow Petitioner to modify its development category after submission of its application. Petitioner identified "Preservation" as the development category in its application while intending the funding to be used for "Acquisition and Preservation." As justification for its request, Petitioner states that it is clear from Petitioner's application that Petitioner intended to utilize credits for acquisition. Specifically, Petitioner listed building acquisition costs in its eligible basis in its application cost pro forma (as opposed to ineligible basis). Petitioner also notes that the scoring guidelines applicable to RFA 2019-115 made no distinction between developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error and would have received the same tax credit allocation had the application been submitted with the correct development category.
- c) On June 13, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 116. To date, Florida Housing has received no comments concerning the Petition.
- d) Section 120.542(2), Florida Statutes provides in pertinent part:

LEGAL

Consent

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.

- e) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of Rule 67-48.004(3)(f), Fla. Admin. Code (2019), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation."

LEGAL

Consent

F. In Re: Trenton Preservation, LP

FHFC Case No. 2024-031VW

Development Name: (“Development”):	Trenton Apartments
Developer/Principal: (“Developer”):	Royal American Properties, Inc./Joseph Chapman
Number of Units: 60 units	Location: Gilchrist County
Type: Preservation (this is the subject of this Request), Garden Apt.	Set-Asides: 12 units @ 33% AMI; 48 units @ 60% AMI
Demographics: Family	Funding: 9% HC: \$638,482

1. Background:

- a) Trenton Preservation, LP (“Petitioner”) successfully applied for funding to assist in the preservation of Trenton Apartments, a 60-unit development located in Gilchrist County, Florida (the “Development”). On June 12, 2024, Florida Housing received a Petition for Waiver of Rule 67-48.004(3)(f) (July 11, 2019) (the “Petition”), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation." A copy of the Petition is attached as [Exhibit F](#).

2. Present Situation

- a) Rule 67-48.004(3)(f), Fla. Admin. Code (2019), provides in relevant part:
- (3) For the SAIL, HOME and Housing Credit Programs, 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:
- ***
- (f) Development Category.
- b) Petitioner requests a waiver of the above rule to allow Petitioner to modify its development category after submission of its application. Petitioner identified "Preservation" as the development category in its application while intending the funding to be used for "Acquisition and Preservation." As justification for its request, Petitioner states that it is clear from Petitioner's application that Petitioner intended to utilize credits for acquisition. Specifically, Petitioner listed building acquisition costs in its eligible basis in its application cost pro forma (as opposed to ineligible basis). Petitioner also notes that the scoring guidelines applicable to RFA 2019-115 made no distinction between developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error and would have received the same tax credit allocation had the application been submitted with the correct development category.
- c) On June 13, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 116. To date, Florida Housing has received no comments concerning the Petition.
- d) Section 120.542(2), Florida Statutes provides in pertinent part:

LEGAL

Consent

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.

- e) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of Rule 67-48.004(3)(f), Fla. Admin. Code (2019), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation."

LEGAL

Consent

G. In Re: Timbers Preservation, LP

FHFC Case No. 2024-032VW

Development Name: (“Development”):	Timbers Apartments
Developer/Principal: (“Developer”):	Royal American Properties, LLC/Joseph Chapman
Number of Units: 32 units	Location: Dixie County
Type: Preservation (this is the subject of this Request), Garden Apt.	Set-Asides: 7 Units @ 40% AMI 25 Units @ 60% AMI
Demographics: Family	Funding: 9% HC: \$387,556

1. Background:

- a) Timbers Preservation, LP (“Petitioner”) successfully applied for funding in RFA 2019-115 to assist in the preservation of Timbers Apartments, a 32-unit development located in Dixie County, Florida (the “Development”). On June 12, 2024, Florida Housing received a Petition for Waiver of Rule 67-48.004(3)(f) (July 11, 2019) (the “Petition”), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation." A copy of the Petition is attached as [Exhibit G](#).

2. Present Situation

- a) Rule 67-48.004(3)(f), Fla. Admin. Code (2019), provides in relevant part:

(3) For the SAIL, HOME and Housing Credit Programs, 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:

(f) Development Category.

- b) Petitioner requests a waiver of the above rule to allow Petitioner to modify its development category after submission of its application. Petitioner identified "Preservation" as the development category in its application while intending the funding to be used for "Acquisition and Preservation." As justification for its request, Petitioner states that it is clear from Petitioner's application that Petitioner intended to utilize credits for acquisition. Specifically, Petitioner listed building acquisition costs in its eligible basis in its application cost pro forma (as opposed to ineligible basis). Petitioner also notes that the scoring guidelines applicable to RFA 2019-115 made no distinction between developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error and would have received the same tax credit allocation had the application been submitted with the correct development category.
- c) On June 13, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 116. To date, Florida Housing has received no comments concerning the Petition.

LEGAL

Consent

- d) Section 120.542(2), Florida Statutes provides in pertinent part:

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.

- e) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of Rule 67-48.004(3)(f), Fla. Admin. Code (2019), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation."

LEGAL

Consent

H. In Re: Prairie Oak Preservation, LP

FHFC Case No. 2024-030VW

Development Name: (“Development”):	Prairie Oaks Apartments
Developer/Principal: (“Developer”):	Royal American Properties, Inc./Joseph Chapman
Number of Units: 54 units	Location: Levy County
Type: Preservation (this is the subject of this Request), Garden Apt.	Set-Asides: 11 Units @ 40% AMI 43 Units @ 60% AMI
Demographics: Family	Funding: 9% HC: \$671,223

1. Background:

- a) Prairie Oaks Preservation, LP (“Petitioner”) successfully applied for funding in RFA 2019-115 to assist in the preservation of Prairie Oak Apartments, a 54-unit development located in Levy County, Florida (the “Development”). On June 12, 2024, Florida Housing received a Petition for Waiver of Rule 67-48.004(3)(f) (July 11, 2019) (the “Petition”), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation." A copy of the Petition is attached as [Exhibit H](#).

2. Present Situation

- a) Rule 67-48.004(3)(f), Fla. Admin. Code (2019), provides in relevant part:
- (3) For the SAIL, HOME and Housing Credit Programs, 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:
- ***
- (f) Development Category.
- b) Petitioner requests a waiver of the above rule to allow Petitioner to modify its development category after submission of its application. Petitioner identified "Preservation" as the development category in its application while intending the funding to be used for "Acquisition and Preservation." As justification for its request, Petitioner states that it is clear from Petitioner's application that Petitioner intended to utilize credits for acquisition. Specifically, Petitioner listed building acquisition costs in its eligible basis in its application cost pro forma (as opposed to ineligible basis). Petitioner also notes that the scoring guidelines applicable to RFA 2019-115 made no distinction between developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error and would have received the same tax credit allocation had the application been submitted with the correct development category.
- c) On June 13, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 116. To date, Florida Housing has received no comments concerning the Petition.
- d) Section 120.542(2), Florida Statutes provides in pertinent part:

LEGAL

Consent

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.

- e) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of Rule 67-48.004(3)(f), Fla. Admin. Code (2019), to allow Petitioner to modify its development category after submission of its application from "Preservation" to "Acquisition and Preservation."

LEGAL

Consent

I. In Re: Apopka Leased Housing Associates I, LLLP

FHFC Case No. 2024-034VW

Development Name: (“Development”):	The Mira
Developer/Principal: (“Developer”):	Apopka Leased Housing Development I, LLC / Devon Quist
Number of Units: 300 units	Location: Orange County
Type: Garden Apartments	Set-Asides: 100% at 60% AMI
Demographics: Family	Funding: MMRB - \$68,000,000 4% HC - \$ 4,568,202

1. Background:

- a) Petitioner submitted a Non-Competitive Application ("NCA") for Corporation-Issued MMRB and Non-Competitive Housing Credits to assist in the construction of The Mira, a 300-unit development located in Orange County, Florida (the "Development"). Petitioner entered underwriting on September 19, 2022. The Corporation subsequently approved an increase in the MMRB request amount on September 1, 2023. On June 12, 2024, Florida Housing received a Petition for Waiver of Rule 67-21.003(8)(i), Fla. Admin. Code (05/18/2021) to decrease the "Total Set-Aside Percentage" to allow for the reduction of its MMRB set-aside commitment from 100% of the total units at or below 60% area median income ("AMI") to 40% of the total units at or below 60% AMI in order to adopt the Average Income Test for the Development (the "Petition"). A copy of the Petition is attached as [Exhibit I](#).

2. Present Situation:

- a) Rule 67-21.003(8)(i), Fla. Admin. Code (05/18/21), states in relevant part:

67-21.003 Application and Selection Process for Developments.

(8) Notwithstanding any other provision of these rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application is deemed complete. Those items are as follows:

(i) The Total Set-Aside Percentage as stated in the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application; notwithstanding the foregoing, the Total Set-Aside Percentage 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;

LEGAL

Consent

- b) Petitioner is requesting the waiver to decrease the Total Set-aside Percentage committed to in its application under the MMRB Program so that Petitioner may elect the Average Income Test (AIT) set-aside commitment under the Housing Credit Program. Petitioner will substitute the chart at Section 10(b)(1) of its application with the AIT chart at Section 10(b)(2). The NCA requires an applicant to select one of three minimum set-aside commitments. When committing to the AIT for Housing Credits, the MMRB set-aside is set at 40% of total units at or below 60% AMI. At application, Petitioner committed to a MMRB set-aside commitment of 100% of the total units at or below 60% AMI. Petitioner states it needs to change its set-aside commitment for the Development to remain feasible while complying with the more restrictive set-aside requirements for funding it subsequently received from the Orange County Housing Finance Authority ("OCHF"). Experiencing increased interest rates and labor and construction costs, Petitioner requested and received up to \$11,000,000 from OCHF, which required the Petitioner to set-aside 30% of the total units at 50% AMI ("Local Subsidy Set-Aside"). The Local Subsidy Set-Aside combined with the current commitment of 100% of the total units at or below 60% AMI, significantly reduces the rental income to operate the Development. Petitioner states that by reducing the MMRB set-aside commitment to allow for the use of AIT, Petitioner will receive the rental income needed to pay its projected debt service, operating expenses, and receive mortgage funding in the amounts needed to construct, develop, and operate the Development.
- c) If the Petitioner's request for waiver is granted and it is allowed to reduce its set-aside commitment, 120 units in the Development will be set-aside for rental to individuals at or below 60% AMI under the MMRB Program. Under the Housing Credit Program 91 Units will be set-aside at 50% AMI; 134 Units at 60% AMI; 59 Units at 70% AMI; and 16 Units at 80% AMI, for an average AMI of the Development being at or below 60%, as required for AIT.
- d) On June 13, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 116. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:
- Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.
- f) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state" (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

LEGAL

Consent

3. Recommendation:

- a) Staff recommends the Board GRANT Petitioner's request for a waiver of Rule 67-21.003(8)(i), Fla. Admin. Code (05/18/2021) allowing it to reduce its Total Set-Aside Percentage under the MMRB Program from 100% of the total units at or below 60% AMI to 40% of the total units at or below 60% AMI in order to adopt the AIT set-aside commitment for the Development under the Housing Credits Program.

LEGAL

Consent

J. In Re: Citrus Glen Preservation, Ltd.

FHFC Case No. 2024-029VW

Development Name: (“Development”):	Citrus Glen Apartments
Developer/Principal: (“Developer”):	Citrus Glen Developer, LLC / Jonathan Gruskin
Number of Units: 272 units	Location: Orange County
Type: Acquisition & Rehab, Garden Apt.	Set-Asides: 100% @ 60% AMI
Demographics: Family	Funding: 4% HC: \$2,793,214 MMRB: \$39,000,000

1. Background:

- a) Citrus Glen Preservation, Ltd. (“Petitioner”) successfully applied for funding to assist in the acquisition and rehabilitation of Citrus Glen Apartments, a 272-unit development located in Orange County, Florida (the “Development”). On June 11, 2024, Florida Housing received a Petition for Waiver of Rule 67-21.003(1)(b) (5/18/2021) and the Non-Competitive Application Instructions (Rev. 03-2021) and for Board Approval (the “Petition”), to allow Petitioner to change the Applicant Entity ownership structure prior to Multifamily Mortgage Revenue Bond (MMRB) loan closing and to change the structure of the Developer Entity. A copy of the Petition is attached as [Exhibit J](#).

2. Present Situation

- a) Rule 67-21.003(1)(b), Fla. Admin. Code (2021), incorporates by reference the Non-Competitive Application Package (2021) (“NCA”). The NCA provides in relevant part:

(2) For Applicants requesting MMRB, with or without Non-Competitive Housing Credits:

The Applicant entity shall be the recipient of the Non-Competitive Housing Credits and the borrowing entity for the MMRB Loan and the ownership structure of the Applicant entity as set forth in the Principal Disclosure Form **cannot be changed in any way (materially or non-materially) until after the MMRB Loan closing**. After loan closing, (a) any material change in the ownership structure of the named Applicant will require review and approval of the Credit Underwriter, as well as Board approval prior to the change, and (b) any non-material change in the ownership structure of the named Applicant will require review and approval of the Corporation, as well as Board approval prior to the change. The Applicant must comply with Principal disclosure requirements outlined in Rule Chapter 67-21, F.A.C. for the duration of the Compliance Period. Changes to the ownership structure of the Applicant entity (material or nonmaterial) prior to the loan closing or without Board approval after the loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes prior to loan closing to the officers or directors of a Public Housing Authority, officers or directors of a Non-Profit entity, or the limited partner of an investor limited partnership or an investor member of a limited liability company owning the syndicating interest therein will not result in disqualification, however, the Corporation must be notified of the change. Changes to the officers

LEGAL

Consent

or directors of a Non-Profit entity shall require Corporation approval.

- b) Rule 67-21.003(8)(a)-(b), Fla. Admin. Code (2021), provides in relevant part:

Notwithstanding any other provision of these rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application is deemed complete. Those items are as follows:

(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 Board after the Applicant has been invited to enter Credit Underwriting. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation.

- c) The NCA further provides in Part A, Section 6.c:

The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter Credit Underwriting.

- d) Petitioner requests a waiver of the above rules to allow Petitioner to change the Applicant Entity ownership structure prior to MMRB loan closing and to change the structure of the Developer Entity. Petitioner requests several modifications to the Applicant Entity principals and their percentage of ownership. In addition, Petitioner requests approval to change its Developer organizational structure from a Limited Liability Company to a Limited Partnership and also to modify the Developer Entity principals and their percentage of ownership. As justification for the request, Petitioner states that allowing the modification will confer certain tax and other benefits to the Development that will make the Development more cost-effective while also providing more clear applicability of the IRS tax law treatment of Developer proceed distributions. A more detailed representation of the changes to the Applicant and Developer Entities can be seen in the attached Petition.
- e) On June 13, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 116. To date, Florida Housing has received no comments concerning the Petition.

- f) Section 120.542(2), Florida Statutes provides in pertinent part:

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or

LEGAL

Consent

has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.

- g) Granting the requested waiver does not impact any other participants in funding programs administered by Florida Housing, nor does it detrimentally impact Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to “encourage development of low-income housing in the state” (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends the Board GRANT the requested waiver of Rules 67-21.003(1)(b) and 67-21.003(8)(a)-(b), Fla. Admin. Code (2021), and the referenced provisions of the Non-Competitive Application Package (2021), to allow Petitioner to change the Applicant Entity and the Developer Entity ownership structures prior to the Multifamily Mortgage Revenue Bond loan closing and to allow the Developer Entity to change from a Limited Liability Company to a Limited Partnership.

LEGAL

Consent

K. In Re: AMC HTG 2, Ltd.

FHFC Case No. 2024-026VW

Development Name: (“Development”):	Courtside Apartments, Phase II
Developer/Principal: (“Developer”):	AMC HTG 2 Developer, LLC/Matthew A. Rieger
Number of Units: 120	Location: Miami-Dade County
Type: Mid-Rise	Set-Asides: 20 Units @ 30% AMI 6 Units @ 50% AMI 28 Units @ 60% AMI 66 Units @ 70% AMI
Demographics: Workforce	Funding: SAIL: \$2,750,000 4% HC: \$1,780,620 Viability: \$4,300,000

1. Background:

- a) Petitioner successfully applied for SAIL Financing to assist in the construction of Courtside Apartments, Phase II, a 120-unit workforce housing development located in Miami-Dade County, Florida (the "Development"). On June 6, 2024, Florida Housing received a Petition for Waiver of Rule 67-48.0072(26), F.A.C. (June 23, 2020) (the "Petition") from AMC HTG 2, Ltd. (the "Petitioner") to allow Petitioner to extend its SAIL loan closing deadline from June 10, 2024 to September 8, 2024. A copy of the Petition is attached as [Exhibit K](#).

2. Present Situation

- a) Rule 67-48.0072(26), Fla. Admin. Code (2020), provides in relevant part:

(26) For SAIL, EHCL, and HOME, unless stated otherwise in a competitive solicitation, these Corporation loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 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 shall 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 120 Calendar Day or 180 Calendar Day period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after 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.

LEGAL

Consent

- b) Petitioner accepted an invitation to enter credit underwriting on July 15, 2021, with an initial firm loan commitment issuance deadline of July 15, 2022. On June 17, 2022, the Board granted a six-month extension of the firm loan commitment issuance deadline to January 15, 2023. After the initial request, the Board approved two (2) Rule waiver requests, extending the firm loan commitment issuance deadline to January 15, 2024. On September 8, 2023, the Board approved the final credit underwriting report with a positive recommendation for funding. On September 11, 2023, staff issued a firm commitment to the Applicant with a loan closing deadline of March 11, 2024. On March 26, 2024, the Board approved a request to extend the SAIL and Viability loan closing deadline 90 days, extending the loan closing deadline to June 10, 2024.
- c) Petitioner now requests a waiver of the Rule to extend the SAIL closing deadline from June 10, 2024 to September 8, 2024. In support of its request, Petitioner states that it was required to obtain an Agreement to Enter into a Housing Assistance Payments ("AHAP") Contract from Miami-Dade County, which included a time-consuming subsidy layer review and environmental clearances. In addition, Petitioner obtained comments with regard to its ground lease from the underwriter and permitting at the City of Miami-Dade was delayed.
- d) On June 4, 2024, the Notice of Petition was published in the Florida Administrative Register in Volume 50, Number 109. To date, Florida Housing has received no comments concerning the Petition.
- e) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness.
- f) Granting the requested waiver would not have any impact on other participants in funding programs administered by Florida Housing, nor would it have a detrimental impact on Florida Housing or the Development. Petitioner has demonstrated that strict application of the above Rules under these circumstances would constitute a substantial hardship. Petitioner has also demonstrated that the purpose of the underlying statute, which is to "encourage development of low-income housing in the state" (§420.5099, Fla. Stat.), would still be achieved if the waiver is granted.

3. **Recommendation:**

- a) Staff recommends that the Board GRANT Petitioner's request for a waiver of 67-48.0072(26), Fla. Admin. Code (June 23, 2020), to extend Petitioner's SAIL and Viability loan closing deadline from June 10, 2024, to September 8, 2024.

MULTIFAMILY BONDS

Consent

IV. MULTIFAMILY BONDS

A. Request Approval of the Credit Underwriting Report and Authorizing Resolutions for Maison at Solivita Marketplace (2022-104B / 2022-556C)

Development Name: Maison at Solivita Marketplace	Location: Osceola County
Applicant/Borrower: Kissimmee Leased Housing Associates III, LLLP	Set-Asides: 100% @ 60% AMI (MMRB & 4% HC)
Developers/Principals: Kissimmee Leased Housing Development III, LLC / Devon Quist	Demographic/Number of Units: Family / 396 units
Requested Amounts: \$91,000,000 Multifamily Mortgage Revenue Bonds (MMRB) \$8,069,344 Housing Credits (4% HC)	Development Category/Type: New Construction / Garden Apartments

1. **Background/Present Situation:**

- a) The Applicant submitted a 2022 Non-Competitive Application package requesting tax-exempt MMRB in the amount of \$82,440,000 and Non-Competitive Housing Credits in the amount of \$6,389,878. Subsequently, the MMRB request amount was increased to \$91,000,000.
- b) On July 21, 2023, the Board approved a Rule Waiver to allow the Applicant to exceed the total number of units allowed by Rule 67-21.003(1)(b) from 300 units to 396 units.
- c) On August 29, 2023, staff issued an opportunity to begin credit underwriting to the Applicant. The acceptance was acknowledged on August 31, 2023.
- d) On June 14, 2024, staff received a final credit underwriting report with a positive recommendation for MMRB funding ([Exhibit A](#)). Staff has reviewed this report and finds that the Development meets all requirements of the Non-Competitive Application.
- e) Staff reviewed the authorizing resolutions ([Exhibit B](#)) authorizing the sale and issuance of Multifamily Mortgage Revenue Bonds to finance this affordable housing Development within the State of Florida. Staff requests approval for the execution of the resolutions.

2. **Recommendation:**

- a) Approve the final credit underwriting report and authorizing resolutions and direct staff to proceed with closing activities, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

B. Request Approval of the Method of Bond/Note Sale Recommendation from Florida Housing's Independent Registered Municipal Advisor and Assignment of Recommended Professional

1. Background

- a) Pursuant to staff's request for approval to issue bonds/notes to finance the construction, and acquisition/rehabilitation of the proposed Development referenced below, the final credit underwriting report is being presented to the Board for approval simultaneously with this request to assign the appropriate professional for the transaction and approval of the recommended method of sale. A brief description of the Development is detailed below, along with staff's recommendation.
- b) Pursuant to Rule 67-21.0045, F.A.C., staff has requested a review of the proposed financing structure by the Independent Registered Municipal Advisor (IRMA) in order to make a recommendation to the Board for the method of bond/note sale for the development. Caine Mitter and Associates Incorporated has prepared an analysis and recommendation for the method of bond/note sale for the Development. The recommendation letter is attached as [Exhibit C](#).

2. Present Situation

- a) Florida Housing staff, the Credit Underwriter, and the IRMA have reviewed the financial structure for the proposed Development.

3. Recommendation

- a) Approve the assignment of the recommended professional and the Independent Registered Municipal Advisor's recommendation for the method of bond/note sale, as shown in the chart below, for the proposed Development.

Development Name	Location of Development	Number of Units	Method of Bond Sale	Recommended Professional	Exhibit
Maison at Solivita Marketplace	Osceola County	396	Private Placement	Stifel, Nicolaus & Co.	Exhibit C

MULTIFAMILY BONDS

Consent

C. Request Approval to Execute Acknowledgement Resolutions

1. Background/Present Situation:

- a) Pursuant to Rule 67-21, F.A.C., the Acknowledgement Resolution is the official action taken by the Corporation to reflect its intent to finance a Development provided that the requirements of the Corporation, the terms of the MMRB Loan Commitment, and the terms of the Credit Underwriting Report are met. The resolution designates the period within which the Borrower is able to be reimbursed for allowable project costs incurred with MMRB proceeds (with such period starting 60 days prior to the adoption of the resolution).
- b) Staff requests the execution of an Acknowledgement Resolution for the proposed Developments referenced below intending to finance the acquisition, construction and/or rehabilitation of the Development. Brief descriptions of the Development are detailed below. The resolutions being presented to the Board for approval are attached as Exhibits D through H.

2. Recommendation:

- a) Approve the execution of an Acknowledgment Resolution for the proposed Developments, as shown in the chart below.

Development Name	Name of Applicant	County	Number of Units	RFA / Applicable Application	Exhibit
Southward Village CNI Phase 3	Southward Village Phase 3, LP	Lee	81	Non-Competitive Application / 2023-104B	<u>Exhibit D</u>
Gallery at Rome Yards	Rome Yards Phase 3A, LLC	Hillsborough	234	Non-Competitive Application / 2023-106B	<u>Exhibit E</u>
Liberty Square Elderly	Liberty Square Elderly, LLC	Miami-Dade	132	RFA 2023-213 / 2024-241BS	<u>Exhibit F</u>
Ekos at Collier	MHP Collier II, LLC	Collier	160	RFA 2023-213 / 2024-249BS	<u>Exhibit G</u>
Ninth Street Apartments	ECG Florida 2023, LP	Manatee	134	RFA 2023-213 / 2024-253BS	<u>Exhibit H</u>

MULTIFAMILY BONDS

Consent

D. Request Approval of the Applicant Entity Change for Pine Island Park (RFA 2023-205 / 2024-033BSN / 2023-524C)

Development Name: Pine Island Park	Location: Broward County
Applicant/Borrower: Pine Island Park LLC	Set-Asides: 40% @ 60% AMI (MMRB) 18 Units @ 30% AMI (SAIL, ELI, & 4% HC) 48 Units @ 60% AMI (SAIL & 4% HC) 54 Units @ 70% AMI (SAIL & 4% HC) 5 Units @ 22% AMI (NHTF)
Developers/Principals: RS Development Corporation / Lewis V. Swezy	Demographic/Number of Units: Family / 120 units
Requested Amounts: \$24,000,000 Multifamily Mortgage Revenue Bonds (MMRB) \$5,759,880 State Apartment Incentive Loan (SAIL) \$750,000 Extremely Low Income (ELI) \$1,575,000 National Housing Trust Fund (NHTF) \$1,694,403 Housing Credits (4% HC)	Development Category/Type: New Construction / Mid-Rise (5-6 Stories)

1. Background/Present Situation

- a) On July 5, 2023, Florida Housing issued a Request for Applications (RFA) 2023-205 SAIL Financing of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds and Non-Competitive Housing Credits.
- b) On September 28, 2023, the Board approved final scores and recommendations for the RFA and directed staff to proceed with all the necessary credit underwriting activities.
- c) On December 15, 2023, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. Staff issued a preliminary commitment letter and invitation to enter credit underwriting to the Applicant on December 20, 2023. The acceptance was acknowledged on December 21, 2023.
- d) On May 23, 2024, staff received a request from the Applicant to change the organizational structure of the Applicant Entity ([Exhibit I](#)). The Applicant request to remove Lewis V. Swezy, as Non-Investor Member and Manager and replace with Pine Island MGR LLC, which will be wholly owned, managed and controlled by Lewis V. Swezy. Per the RFA, the Applicant Entity shall be the borrowing entity and cannot be changed in any way (materially or non-materially) until after loan closing without Board approval. Staff has reviewed this request and finds that the Development meets all other requirements of the RFA.

MULTIFAMILY BONDS

Consent

2. **Recommendation**

- a) Approve the Applicants request to change the organizational structure of the Applicant Entity, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

E. Request Approval of the Transfer of Ownership for Riverwalk I (2008 Series E / 2008-501C / 1991-072C / 1991-072S)

Development Name: Riverwalk I	Location: Miami-Dade County
Applicant/Borrower: Riverwalk I Preservation, L.P.	Set-Asides: 5% @ 50% AMI & 80% @ 60% AMI (MMRB) 20% @ 50% AMI & 80% @ 60% AMI (SAIL and 4% HC)
Developers/Principals: The Related Group of Florida / Matt Allen	Demographic/Number of Units: Family / 123
Requested Amounts: \$5,075,000 Multifamily Mortgage Revenue Bonds (MMRB) \$843,000 State Apartment Incentive Loan (SAIL) \$285,152 Housing Credits (4% HC) \$471,638 Housing Credits (9% HC)	Development Category/Type: Acquisition and Rehabilitation / Garden Apartments

1. Background/Present Situation

- a) Florida Housing financed the above referenced Development in 1991 with a \$471,638 allocation of 9% HC and a SAIL loan of \$843,000. The Development was refinanced and rehabilitated in 2008 with \$5,075,000 of MMRB designated as 2008 Series E and a \$285,152 allocation of 4% Housing Credits. The MMRB were redeemed and the SAIL loan was paid off on December 5, 2019.
- b) The Borrower has requested Florida Housing's consent to the transfer of the Development to Riverwalk I Housing, L.P., an affiliate of The Related Companies, L.P., and transfer and subordination of the MMRB Land Use Restriction Agreement (MMRB LURA), the SAIL Land Use Restriction Agreement (SAIL LURA) and the Extended Low-Income Housing Agreement (ELIHA). First Housing has reviewed this request and provided a positive recommendation for the transfer, the assignment and assumption, and subordination of the MMRB LURA, SAIL LURA and ELIHA to the new first mortgage provided by Wells Fargo Bank, N.A., using a Fannie Mae MBS loan ([Exhibit J](#)).

2. Recommendation

- a) Approve the transfer of ownership and the assignment, assumption, and subordination of the MMRB LURA, SAIL LURA, and ELIHA, subject to the conditions in the recommendation letter, and further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY PROGRAMS

Consent

V. MULTIFAMILY PROGRAMS

A. Request Approval of Credit Underwriting Report for Burlington Post II (RFA 2022-205 / 2023-125SN / 2022-537C)

Development Name: Burlington Post II	Location: Pinellas County
Applicant/Borrower: Burlington Post 2, Ltd.	Set-Asides: 12 Units @ 30% AMI (SAIL, ELI & 4% HC) 34 Units @ 60% AMI (SAIL & 4% HC) 12 Units @ 70% AMI (SAIL & 4% HC) 12 Units @ 80% AMI (SAIL & 4% HC) 5 Units @ 22% AMI (NHTF)
Developer/Principal: Burlington Post 2 Dev, LLC/Oscar Sol	Demographic/Number of Units: Elderly/75 units
Requested Amounts: \$2,500,000 State Apartment Incentive Loan (SAIL) \$636,000 Extremely Low Income (ELI) \$1,450,000 National Housing Trust Fund (NHTF) \$1,438,912 Housing Credits (4% HC)	Development Category/Type: New Construction/Mid-rise (5-6 Stories)

1. Background/Present Situation:
 - a) On November 14, 2022, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2022-205 for SAIL Financing Of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bond Financing And Non-Competitive Housing Credits.
 - b) On January 27, 2023, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
 - c) On July 21, 2023, the Board approved the Final Order resolving all pending litigation pertaining to the RFA, allowing staff to proceed with all necessary credit underwriting activities. Staff issued an invitation to enter credit underwriting to the Applicant on July 27, 2023. The acceptance was acknowledged on July 31, 2023, giving them a firm loan commitment issuance deadline of July 31, 2024.
 - d) On June 14, 2024, staff received a final credit underwriting report with a positive recommendation for funding ([Exhibit A](#)). Staff has reviewed this report and finds that the Development meets all requirements of the RFA.

2. Recommendation:
 - a) Approve the final credit underwriting report and direct staff to proceed with issuance of a firm commitment and closing activities.

MULTIFAMILY PROGRAMS

Consent

B. Request Approval of Loan Closing Deadline Extension for Sandcastle Manor (RFA 2021-206 / 2022-244H & RFA 2023-211 / 2023-237V)

Development Name: Sandcastle Manor	Location: Baker County
Applicant/Borrower: Sandcastles Foundation, Inc.	Set-Asides: 20% @ 50% AMI (HOME) 80% @ 60% AMI (HOME) 22 HOME Units
Developer/Principal: Sandcastles Foundation, Inc./Jessica L. Criss & FBC Holdings, LLC/Michael McPhillips	Demographic/Number of Homes: Family/22
Requested Amounts: \$5,544,000 HOME Investments Partnerships Program (HOME) \$1,740,000 Construction Inflation Response Viability Funding (Viability)	Development Category/Type: New Construction/Single Family Homes

1. Background/Present Situation:

- a) On December 15, 2021, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2021-206 for HOME Financing for the Construction of Small, Rural Developments.
- b) On March 4, 2022, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities. On March 29, 2022, staff issued an invitation to enter credit underwriting to the Applicant for HOME funds giving them a firm loan commitment issuance deadline of April 5, 2023.
- c) On March 10, 2023, the Board approved extending the firm loan commitment issuance deadline from April 5, 2023, to October 5, 2023. On October 13, 2023, the Board approved the Rule waiver extending the firm loan commitment issuance deadline from October 5, 2023 to January 3, 2024.
- d) On May 1, 2023, Florida Housing Finance Corporation issued RFA 2023-211 for Construction Inflation Response Viability Funding (Viability Loan) to assist competitive projects in the development pipeline experiencing cost increases related to market inflation. Viability Loan funding is intended to fill the funding gap experienced due to increased construction costs.
- e) On June 9, 2023, the Board approved the final scores and recommendations for RFA 2023-211 and directed staff to proceed with all necessary credit underwriting activities. Staff issued a notice of preliminary award to the Applicant on June 14, 2023. The acceptance was acknowledged on June 21, 2023.
- f) On February 2, 2024, the Board approved the final credit underwriting report and directed staff to proceed with issuance of a firm commitment and closing activities. On February 7, 2024, staff issued a firm commitment to the Applicant giving them a loan closing deadline of June 6, 2024. A request for an extension of the loan closing deadline may be considered by the Board for an extension term of up to 90 Calendar Days.

MULTIFAMILY PROGRAMS

Consent

- g) On May 21, 2024, staff received a request to extend the loan closing deadline from June 6, 2024 to September 4, 2024 ([Exhibit B](#)). The extension is necessary due to a HUD publication requirement which has delayed receipt of funds needed for closing. Staff has reviewed this request and finds that the Development meets all requirements of the RFAs.

2. Recommendation:

- a) Approve the request for a loan closing deadline extension from June 6, 2024 to September 4, 2024, subject to payment of the required non-refundable extension fee of one percent of the loan amounts, as applicable, pursuant to the requirements of the RFAs.

MULTIFAMILY PROGRAMS

Consent

C. Request Approval of Loan Closing Deadline Extension for College Arms Apartments (RFA 2021-205 / 2022-195BS / 2021-522C)

Development Name: College Arms Apartments	Location: Putnam County
Applicant/Borrower: College Preservation, LP	Set-Asides: 40% @ 60% AMI (MMRN) 10% @ 40% AMI (SAIL, ELI, & 4% HC) 90% @ 60% AMI (SAIL & 4% HC)
Developers/Principals: Royal American Properties, LLC / Jeannette B. Chapman	Demographic/Number of Units: Family / 108 units
Requested Amounts: \$13,000,000 Multifamily Mortgage Revenue Notes (MMRN) \$4,999,860 State Apartment Incentive Loan (SAIL) \$522,100 Extremely Low Income (ELI) \$992,746 Housing Credits (4% HC)	Development Category/Type: Acquisition and Preservation / Garden Apartments

1. Background/Present Situation:
 - a) On August 17, 2021 Florida Housing issued a Request for Applications (RFA) 2021-205 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits.
 - b) On December 10, 2021, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities.
 - c) On March 1, 2022, staff issued an invitation to enter credit underwriting to the Applicant, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on March 7, 2022, giving them a firm loan commitment issuance deadline of March 7, 2023. Per the RFA, Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
 - d) On March 10, 2023, the Board approved a request to extend the firm loan commitment issuance deadline from March 7, 2023 to September 7, 2023. Additionally, on September 8, 2023, the Board granted a waiver request to extend the firm loan commitment issuance deadline from September 7, 2023 to March 7, 2024.
 - e) On December 15, 2023, the Board approved the final credit underwriting report and directed staff to proceed with issuance of a firm commitment and closing activities. On December 19, 2023, staff issued a firm commitment to the Applicant giving them a loan closing deadline of June 17, 2024. A request for an extension of the loan closing deadline may be considered by the Board for an extension term of up to 90 Calendar Days.

MULTIFAMILY PROGRAMS

Consent

- f) On May 31, 2024, staff received a request to extend the loan closing deadline from June 17, 2024 to September 16, 2024 ([Exhibit C](#)). The extension is necessary due to delays related to HUD's issuance of three new HAP contracts and delays in Rural Development providing a payoff letter. Staff has reviewed this request and finds that the development meets all requirements of the RFA.

2. Recommendation:

- a) Approve the request for a loan closing deadline extension from June 17, 2024 to September 16, 2024, subject to payment of the required non-refundable extension fee of one percent of the loan amounts, pursuant to the requirements of the RFA.

MULTIFAMILY PROGRAMS

Consent

D. Request Approval for Firm Loan Commitment Issuance Deadline Extension for Fox Pointe (RFA 2023-108 / 2023-192CRA)

Development Name: Fox Pointe	Location: Volusia County
Applicant/Borrower: HfH Fox Pointe, LLC	Set-Asides: 14 Units @ 30% AMI (RRLP, ELI & 9% HC) 35 Units @ 60% AMI (RRLP & 9% HC) 21 Units @ 80% AMI (RRLP & 9% HC) 7 Units @ 22% AMI (HOME-ARP)
Developer/Principal: HTG Fox Pointe Developer, LLC / Matthew Rieger; HfH Fox Pointe Developer, LLC / Rob Cramp	Demographic/Number of Units: Homeless/Persons with Special Needs/70 units
Requested Amounts: \$3,964,500 Rental Recovery Loan Program (RRLP) \$235,500 Extremely Low Income (ELI) \$1,392,300 Home Investment Partnerships Program (HOME) from The American Rescue Plan Act (ARP) (“HOME-ARP”) \$2,040,000 Housing Credits (9% HC)	Development Category/Type: New Construction/Garden

1. Background/Present Situation:

- a) On April 11, 2023, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2023-108 for Housing Credit and RRLP Financing for Homeless Housing Developments Located in Medium and Large Counties Affected by Hurricanes Ian and Nicole.
- b) On June 9, 2023, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities. On June 20, 2023, staff issued an invitation to enter credit underwriting to the Applicant, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on June 26, 2023, giving them a firm loan commitment issuance deadline of June 26, 2024. Per the RFA, Applicants may request one (1) extension of up to 6 months to secure a firm loan commitment.
- c) On May 30, 2024, staff received a request from the Applicant to extend the firm loan issuance commitment deadline from June 26, 2024, to December 26, 2024 ([Exhibit D](#)). An extension is needed to allow more time to work through credit underwriting, acquire final approvals to obtain the building permit, and finalize the credit underwriting report. Staff has reviewed this request and finds that it meets all requirements of the RFA.

2. Recommendation:

- a) Approve the request for a firm loan commitment issuance deadline extension from June 26, 2024, to December 26, 2024, subject to payment of the required non-refundable extension fee of one percent of the loan amounts, pursuant to the requirements of the RFA.

MULTIFAMILY PROGRAMS

Consent

E. Request Approval of RFA Waiver for Credit Underwriting Report Deadline for Bristol Manor (RFA 2021-201 / 2022-075C / 2023-269C & RFA 2023-211 / 2023-250V)

Development Name: Bristol Manor	Location: Volusia County
Applicant/Borrower: Bristol Manor, Ltd.	Set-Asides: 12 Units @ 30% AMI (9% HC) 50 Units @ 60% AMI (9% HC) 18 Units @ 80% AMI (9% HC)
Developers/Principals: Bristol Manor Developer, LLC / Jonathan L. Wolf	Demographic/Number of Units: Elderly/80 units
Requested Amounts: \$4,300,000 Viability Loan \$1,669,990 Housing Credits (9% HC)	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) On July 20, 2021, Florida Housing issued Request for Applications (RFA) 2021-201 for Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties. On December 10, 2021, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities. On May 5, 2022, staff issued an invitation to the Applicant to enter credit underwriting and the acceptance was acknowledged on May 11, 2022. The Carryover Allocation Agreement was executed on December 14, 2022, giving the Applicant a credit underwriting deadline of September 30, 2023.
- b) On May 1, 2023, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2023-211 for Construction Inflation Response Viability Funding (Viability Loan) to assist competitive projects in the development pipeline experiencing cost increases related to market inflation. Viability Loan funding is intended to fill the funding gap experienced due to increased construction costs. On June 9, 2023, the Board approved the final scores and recommendations for RFA 2023-211 and directed staff to proceed with all necessary credit underwriting activities. Staff issued a notice of preliminary award to the Applicant on June 14, 2023. The acceptance was acknowledged on June 16, 2023 and the 2022 Housing Credits were exchanged for 2023 Housing Credits memorialized by a 2024 Carryover Allocation Agreement executed on July 24, 2023. The 2024 Carryover set a credit underwriting deadline of March 31, 2024.
- c) On March 26, 2024, the Board approved the Borrower's RFA waiver request for a credit underwriting report deadline extension from March 31, 2024 to June 28, 2024.
- d) On June 12, 2024, staff received a request from the Borrower for an additional RFA waiver to extend the CUR deadline from June 28, 2024 to October 22, 2024 ([Exhibit E](#)). The extension is needed due to circumstances beyond the Applicant's control. The unprecedented escalation in construction costs over the past two years has resulted in a domino effect of delays in the pre-development process. Bristol Manor was recently awarded gap financing through Volusia County on May 7, 2024, which took longer to receive than anticipated. While the draft CUR was submitted by the June 28th deadline, it is not anticipated that a final CUR, with any potentially requested edits from FHFC, will be completed by then. Closing calls have been ongoing, with a projected closing date in August. Per RFA 2023-211, applicants that are awarded funding through this RFA must meet

MULTIFAMILY PROGRAMS

Consent

the following requirement: The Credit Underwriting Report will be completed or updated as applicable prior to March 31, 2024. Therefore, an RFA waiver is required.

2. **Recommendation**

- a) Approve an RFA waiver request for a credit underwriting report deadline extension from June 28, 2024 to October 22, 2024.

MULTIFAMILY PROGRAMS

Consent

F. Request Approval of RFA Waiver for Credit Underwriting Report Deadline for Pollywog Creek Mews (RFA 2021-206 / 2022-242H & RFA 2023-211 / 2023-238V)

Development Name: Pollywog Creek Mews	Location: Hendry County
Applicant/Borrower: Pollywog Creek Mews, LLC	Set-Asides: 20% @ 50% AMI (HOME) 80% @ 60% AMI (HOME)
Developers/Principals: Rural Neighborhoods, Incorporated/Steven Kirk; Odyssey Development Group, LLC / Jason Goldfarb	Demographic/Number of Units: Family/28 units
Requested Amounts: \$2,475,000 Viability Loan \$5,690,000 HOME Investment Partnerships Program (HOME)	Development Category/Type: New Construction/Garden

1. Background/Present Situation

- a) On December 15, 2021, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2021-206 for HOME Financing for the Construction of Small, Rural Developments. On March 4, 2022, the Board approved the final scores and recommendations for the RFA and directed staff to proceed with all necessary credit underwriting activities. On March 29, 2022, staff issued an invitation to the Applicant to enter credit underwriting, which states that the firm loan commitment must be issued within 12 months of the acceptance to enter credit underwriting. The acceptance was acknowledged on April 4, 2022, giving them a firm loan commitment issuance deadline of April 4, 2023.
- b) On March 10, 2023, the Board approved extending the firm loan commitment issuance deadline from April 4, 2023, to October 4, 2023. Subsequently, on October 13, 2023, the Board approved a Rule waiver extending the firm loan commitment issuance deadline to June 4, 2024.
- c) On May 1, 2023, Florida Housing Finance Corporation issued a Request for Applications (RFA) 2023-211 for Construction Inflation Response Viability Funding (Viability Loan) to assist competitive projects in the development pipeline experiencing cost increases related to market inflation. Viability Loan funding is intended to fill the funding gap experienced due to increased construction costs. On June 9, 2023, the Board approved the final scores and recommendations for RFA 2023-211 and directed staff to proceed with all necessary credit underwriting activities. Staff issued a notice of preliminary award to the Applicant on June 14, 2023. The acceptance was acknowledged on June 21, 2023.
- d) On March 26, 2024, the Board approved the Borrower's RFA waiver request for a credit underwriting report deadline extension from March 31, 2024 to June 28, 2024.
- e) On June 4, 2024, staff received a request from the Borrower for an additional RFA waiver to extend the CUR deadline from June 28, 2024 to October 22, 2024 ([Exhibit F](#)). Construction prices exceeded available funding which required redesigning the architectural and civil engineering plans. New pricing will enable completion of the credit underwriting report. Per RFA 2023-211, applicants that are awarded funding through this RFA must meet the following requirement: The

MULTIFAMILY PROGRAMS

Consent

Credit Underwriting Report will be completed or updated as applicable prior to March 31, 2024. Therefore, an RFA waiver is required.

2. **Recommendation**

- a) Approve an RFA waiver request for a credit underwriting report deadline extension from June 28, 2024 to October 22, 2024.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

VI. PREDEVELOPMENT LOAN PROGRAM (PLP)

A. Request Approval of PLP Loan for Affordable Housing Solutions for Florida, Inc., a not-for-profit entity, for Sandcastle Preserve (PLP 2024--003P-09).

DEVELOPMENT NAME (“Development”):	Gateway Estates
APPLICANT/DEVELOPER (“Developer”):	Affordable Housing Solutions for Florida, Inc.
CO-DEVELOPER:	N/A
NUMBER OF UNITS:	23 rental units
LOCATION (“County”):	Madison
TYPE:	Family
MINIMUM SET ASIDE:	20% @ 50% AMI
PLP LOAN AMOUNT:	\$618,193
ADDITIONAL COMMENTS:	N/A

1. Background:

- a) On March 26, 2024, the Applicant submitted a PLP application for a loan for Gateway Estates in the amount of \$618,193. Of this loan amount request, \$425,000 is being requested for the acquisition of the subject property. The acquisition portion of the loan is subject to a review and positive recommendation from an assigned credit underwriter.

2. Present Situation:

- a) On June 7, 2024, staff received a recommendation ([Exhibit A](#)) from the assigned technical assistance provider recommending a PLP loan in the amount of \$618,193.
- b) Staff has reviewed the development plan and recommendation and believe that all proposed items are PLP eligible.

3. Recommendation:

- a) Approve the PLP loan in the amount of \$618,193 to Affordable Housing Solutions for Florida, Inc. for Gateway Estates and allow staff to commence with the loan document process on the non-site acquisition funds and assign the site acquisition to a credit underwriter for review.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

B. Request Approval of PLP Loan for Sandcastles Foundation, Inc., a not-for-profit entity, for Sandcastle Preserve (PLP 2024--004P-09).

DEVELOPMENT NAME (“Development”):	Sandcastle Preserve
APPLICANT/DEVELOPER (“Developer”):	Sandcastles Foundation, Inc.
CO-DEVELOPER:	N/A
NUMBER OF UNITS:	23 rental units
LOCATION (“County”):	Taylor
TYPE:	Family
MINIMUM SET ASIDE:	20% @ 50% AMI
PLP LOAN AMOUNT:	\$748,500
ADDITIONAL COMMENTS:	N/A

1. Background:

- a) On April 15, 2024, the Applicant submitted a PLP application for a loan for Sandcastle Preserve in the amount of \$748,500. Of this loan amount request, \$500,000 is being requested for the acquisition of the subject property. The acquisition portion of the loan is subject to a review and positive recommendation from an assigned credit underwriter.

2. Present Situation:

- a) On June 7, 2024, staff received a recommendation ([Exhibit B](#)) from the assigned technical assistance provider recommending a PLP loan in the amount of \$748,500.
- b) Staff has reviewed the development plan and recommendation and believe that all proposed items are PLP eligible.

3. Recommendation:

- a) Approve the PLP loan in the amount of \$748,500 to Sandcastles Foundation, Inc. for Sandcastle Preserve and allow staff to commence with the loan document process on the non-site acquisition funds and assign the site acquisition to a credit underwriter for review.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

C. Request Approval of PLP Loan Maturity Extension for 29 Wynwood LLC, a not-for-profit entity, for View 29 (PLP 2020--009P-09).

DEVELOPMENT NAME (“Development”):	View 29
APPLICANT/DEVELOPER (“Developer”):	2901 Wynwood LLC
CO-DEVELOPER:	N/A
NUMBER OF UNITS:	116 rental units
LOCATION (“County”):	Miami-Dade
TYPE:	Family
MINIMUM SET ASIDE:	20% @ 50% AMI
PLP LOAN AMOUNT:	\$500,000
ADDITIONAL COMMENTS:	N/A

1. Background:

- a) On October 16, 2020, the Board approved a PLP loan for View 29 in the amount of \$500,000.
- b) On August 27, 2021, the Applicant closed on the PLP loan. The maturity date is August 27, 2024. To date, \$500,000 has been disbursed on this loan.

2. Present Situation:

- a) On June 7, 2024, staff received a recommendation ([Exhibit C](#)) from the assigned technical assistance provider recommending a one-year extension to the maturity date for PLP loan. The new maturity date will be August 27, 2025.
- b) Staff has reviewed the recommendation and believe that the extension is necessary to allow the development to move forward.

3. Recommendation:

- a) Approve the one-year extension to the maturity date of the PLP loan for 2901 Wynwood LLC for View 29 and allow staff to commence with the loan document amendment process.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

D. Request Approval of PLP Loan for The Hutchinson Foundation, Inc., a not-for-profit entity, for Jessie's Village (PLP 2023--014P-09).

DEVELOPMENT NAME ("Development"):	Jessie's Village
APPLICANT/DEVELOPER ("Developer"):	The Hutchinson Foundation, Inc.
CO-DEVELOPER:	N/A
NUMBER OF UNITS:	22 rental units
LOCATION ("County"):	Alachua
TYPE:	Family
MINIMUM SET ASIDE:	20% @ 50% AMI
PLP LOAN AMOUNT:	\$162,600
ADDITIONAL COMMENTS:	N/A

1. Background:

- a) On November 15, 2023, the Applicant submitted a PLP application for a loan for Jessie's Village in the amount of \$162,600.

2. Present Situation:

- a) On June 10, 2024, staff received a recommendation ([Exhibit D](#)) from the assigned technical assistance provider recommending a PLP loan in the amount of \$162,600.
- b) Staff has reviewed the development plan and recommendation and believe that all proposed items are PLP eligible.

3. Recommendation:

- a) Approve the PLP loan in the amount of \$162,600 to The Hutchinson Foundation, Inc. for Jessie's Village and allow staff to commence with the loan document process.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

E. Request Approval of PLP Loan for Tooley Community Development Group, a not-for-profit entity, for Tooley Oaks of East Mims (PLP 2021--011P-09).

DEVELOPMENT NAME (“Development”):	Tooley Oaks of East Mims
APPLICANT/DEVELOPER (“Developer”):	Tooley Community Development Group
CO-DEVELOPER:	N/A
NUMBER OF UNITS:	10 rental units
LOCATION (“County”):	Brevard
TYPE:	Homeless
MINIMUM SET ASIDE:	20% @ 50% AMI
PLP LOAN AMOUNT:	\$227,795
ADDITIONAL COMMENTS:	N/A

1. Background:

- a) On August 9, 2021, the Applicant submitted a PLP application for a loan for Tooley Oaks of East Mims in the amount of \$227,795.

2. Present Situation:

- a) On June 10, 2024, staff received a recommendation ([Exhibit E](#)) from the assigned technical assistance provider recommending a PLP loan in the amount of \$227,795.
- b) Staff has reviewed the development plan and recommendation and believe that all proposed items are PLP eligible.

3. Recommendation:

- a) Approve the PLP loan in the amount of \$227,795 to Tooley Community Development Group for Tooley Oaks of East Mims and allow staff to commence with the loan document process.

SPECIAL ASSETS

Consent

VIII. SPECIAL ASSETS

A. Request Approval for Extension of the SAIL Loan for Creative Choice Homes XXVIII Ltd for Marina Del Ray (2002-026CS)

Development Name: Marina Del Ray	Location: Citrus County
Developer/Principal: Creative Choice Homes XXVIII Ltd (Owner)	Set-Aside: 44%@60%, 56%@50 HC 9% 44%@60%, 56%@50 SAIL LURA: 50 years EUA: 50 years
Number of Units: 100	Allocated Amount: HC \$748,670 SAIL \$1,100,000
Demographics: Elderly	Servicer: AmeriNat LLC

1. Background:

- a) During the 2002 funding cycle, Florida Housing Finance Corporation ("FHFC") awarded a State Apartment Incentive Loan ("SAIL") in the original amount of \$1,100,000, to Creative Choice Homes XXVIII Ltd. for the development of a 100-unit senior living facility in Citrus County. The Development also received an allocation of low-income housing tax credits ("HC") of \$748,670
- b) In 2023, the Board of Directors approved a partial release of land and modification of the legal descriptions of the restrictive covenants for an exclusive utility easement.

2. Present Situation:

- a) Borrower is seeking a one-year extension of the SAIL Loan to a new maturity date of June 11, 2025. This would allow the Borrower time to explore alternative financing solutions while continuing to provide affordable housing units to the community. The borrower also agrees to extend the LURA term for an additional year.

3. Recommendation:

- a) Approve the extension of the SAIL Loan at its current terms to June 11, 2025, and the extension of the Land Use Restriction Agreement for an additional year, subject to further approvals and verifications by the Servicer, counsel, and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities, as needed.

SPECIAL ASSETS

Consent

B. Request Approval for Extension of the SAIL and SMI Loans for Creative Choice Homes XI Ltd for Vista Palms (2001-060S / 2001-533C / SMI 27 / 2010-16-26R)

Development Name: Vista Palms	Location: Lee County
Developer/Principal: Creative Choice Homes XI Ltd (Owner)	Set-Aside(s): SAIL 8.33% @ 30%, 91.67% @ 60%; ELI 20% @ 33%; HC LURA and EUA: 50 years
Number of Units: 229	Allocated Amount: SAIL \$2,000,000 ELI \$3,450,000 SMI \$491,274.06 HC \$577,947
Demographics: Family	Servicer: Seltzer Management Group, Inc.

1. Background:

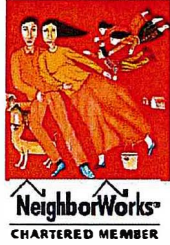
- a) During the 2001 funding cycle, Florida Housing Finance Corporation ("FHFC") awarded a State Apartment Incentive Loan ("SAIL") in the original amount of \$2,000,000 to Creative Choice Homes XI, Ltd for the development of a 229-unit property in Lee County Florida. The Development also received an allocation of low-income housing tax credits ("HC") of \$577,947
- b) In 2010 FHFC awarded a Subordinated Mortgage Initiative loan ("SMI") in the original amount of \$491,274.06 to Creative Choice Homes XI, Ltd for the purpose of providing limited debt service payment assistance for the First Mortgage loan of Multifamily Housing Revenue Bonds from the Housing Finance Authority of Lee County, Florida in the original amount of \$10,700,000.

2. Present Situation:

- a) The Development is currently in credit underwriting for a transfer of ownership and refinancing. Borrower requests that the Board approve the extension of the SAIL and SMI Loans with a new maturity date of December 31, 2024 to allow time for the sale of the development.

3. Recommendation:

- a) Approve the extension of the SAIL and SMI Loans at their current terms to December 31, 2024, subject to further approvals and verifications by the Servicer, counsel, and appropriate Florida Housing staff, and direct staff to proceed with loan document modification activities, as needed.



PHOENIX CROSSINGS, LLC

Building Livable Places for Working Families

Post Office Box 343529, 19308 SW 380th Street, Florida City, FL 33034

Telephone 305-242-2142 Facsimile 305-242-2143

May 20th, 2024

Mr. David Woodward
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32310

Re: Phoenix Crossings 2023-164H Request for Firm Commitment Extension

Dear Mr. Woodward:

Rural Neighborhoods, Incorporated (Developer) and Phoenix Crossing, LLC (Applicant) request an Extension for up to six months to its Firm Commitment deadline established under the requirements of RFA 2022-206 HOME Financing. The RFP permits an extension based on payment of 1% of the Corporation loan amount. The Invitation to Credit Underwriting was issued May 24th, 2023, and executed by the principal on May 25th, 2023.

The Invitation to Credit Underwriting references Chapter 67-48 in Item 4 of Exhibit A. It is our understanding the Corporation shall charge a non-refundable extension fee of one (1) percent of the loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial twelve (12) month deadline is approved. If an approved extension is utilized, the Applicant must pay the extension fee not later than seven (7) calendar days after Board of Directors action.

Facts and circumstances of our request are as follows and beyond the control of the Applicant and Co-Developers:

- Phoenix Crossings has encountered little market interest from general contractors in constructing the small, rural 28-unit project in Bunnell, FL under Davis Bacon Wage Rates. Marmer Construction is the sole interested contractor at present making construction cost goals difficult to achieve.
- Negotiated price quotes far exceeded the projected construction costs in the initial total development budget. The co-developers engaged the project architect and

engineer to value engineer the project in consultation with the general contractor resulting in plan revisions. This has produced cost savings but slowed the credit underwriting project.

- Environmental reviews and soil borings identified unanticipated conditions in the subject property. These include wetlands requiring public agency delineation and unstable soils inadequate to support the intended structure. These findings required the Co-Developers to undertake additional environmental and engineering studies and utilize more expensive means of construction than intended.
- The Co-Developers in the face of these obstacles have made gains in making the much-needed project feasible. \$750,00 in Federal Home Loan Bank Affordable Housing Program direct subsidies have been secured. Local government grants have been solicited as well to provide further layers of funds. The Applicant continues at present to secure capital to preserve this award and construct the planned units.

If an extension is not granted, several hardships would be incurred:

- Income-eligible Flagler County residents - in an area already impacted by Hurricane Ian - would lose access to rent-restricted housing impacted by Hurricane Ian. Phoenix Crossing, as a result of Abundant Life Ministries' mission, a Co-Developer, intends in part to serve some numbers of youth exiting foster care (though not required under the RFA).
- FHLB Atlanta AHP direct subsidies totaling \$750,000 would be lost in a period in which HOME funds are inadequate alone to meet current interest rates and construction inflation.
- The Applicant would suffer a loss of Predevelopment Loan expenditures invested to date resulting in a financial hardship for the PLP applicant and the program. In contrast, the nonprofit Developer is committed to continued and further financial investment.

I am available at 305-242-2188 should it be necessary to discuss this action with me.

Sincerely,


Steven Kirk
President
305-242-2188

June 7, 2024

Florida Housing Finance Corporation
227 N. Bronough Street
Suite 5000
Tallahassee, FL 32301

RE: Heritage Preservation, LP (2019-133C/2022-262C) – Change of Ownership

To Whom It May Concern,

Heritage Preservation, LP (“Applicant”) is hereby requesting approval from the Board of Florida Housing Finance Corporation (the “Board”) for approval of a material change in the ownership structure of Heritage Preservation, LP. The terms of Request for Applications 2018-113 require Board approval for a change of ownership structure. The proposed ownership structure would allow the inclusion of an additional limited liability company into the ownership structure of the general partner.

Background

On November 15, 2018, Applicant timely submitted its Application in response to Request For Applications 2018-113 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments (the “RFA”) to assist in the acquisition and preservation of Heritage Apartments, a 50-unit development located in Defuniak Springs, Florida (the “Development”). Applicant requested housing tax credits in the annual amount of \$420,000. The Development received an allocation of 2019 Low-Income Housing Credits (“Tax Credits”) and was invited to credit underwriting on March 4, 2019. On August 12, 2019, Applicant entered into a Carryover Agreement for the allocation of its Tax Credits. A credit exchange was approved by the Board on March 4, 2022, and a new allocation of tax credits was executed on March 16, 2022. The construction loan closed on June 29, 2022. The construction has been completed, all units have been placed in service, qualified tenants have been moved into all units, a draft Cost Certification has been submitted to FHFC and the stabilization contribution and conversion to permanent loan are anticipated to close within the next sixty days.

Proposed Change of Ownership Structure

Applicant is a Florida limited partnership. Applicant’s general partner, RA Heritage Preservation, LLC, owns a .01% interest in Applicant. RA Heritage Preservation, LLC is a Florida limited liability company, and its members are Waddell Plantation, Inc. (50% membership interest) and JBC of Panama City, Inc. (50% membership interest). Waddell Plantation, Inc. intends to transfer 20% of its membership interest in RA Heritage Preservation, LLC to RAEP Heritage,



LLC, and JBC of Panama City, Inc. intends to transfer 25% of its membership interest in RA Heritage Preservation, LLC to RAEP Heritage, LLC. If the transfers occur, RAEP Heritage, LLC will own 45% of the membership interests in RA Heritage Preservation, LLC. A Principal Disclosure Form showing the ownership structure before the transfer is attached as Exhibit A, and a Principal Disclosure Form showing the ownership structure after the proposed transfer is attached as Exhibit B.

RAEP Heritage, LLC is a Florida limited liability company, and its manager and members are:

Manager - Robert F. Henry III
1609 Kestrel Street
Panama City, FL 32405

Members: Robert F. Henry III (50% membership interest)
1609 Kestrel Street
Panama City, FL 32405

James A. Boyd, Jr. (50% membership interest)
206 South Harris Avenue
Panama City, FL 32405.

Requirement for Board Approval

Applicant requests approval of a material change of ownership as required by Section 4(A)(3)(d)(3) of the RFA which provides as follows:

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

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

The Applicant entity shall be the recipient of the Housing Credits and cannot be changed in any way (materially or non-materially) until after the Carryover Allocation Agreement is in effect. **Once the Carryover Allocation Agreement has been executed by all parties, (a) replacement of the Applicant or a material change in the ownership structure of the named Applicant will require Board approval prior to the change, and (b) any non-material change in the ownership structure of the named Applicant will require Corporation approval prior to the change.** The Applicant entity may be changed without Board approval after a Final Cost Certification Package



has been approved by the Corporation and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity (material or non-material) prior to the execution of a Carryover Allocation Agreement or without Board approval or Corporation approval, as applicable, prior to the approval of the Final Housing Credit Allocation and issuance of the IRS Forms 8609 may result in a disqualification from receiving funding and may be deemed a material misrepresentation. Changes to the officers or directors of a Public Housing Authority or the investor limited partner of an Applicant limited partnership or the investor-member of an Applicant limited liability company owning the syndicating interest therein will not result in disqualification.

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

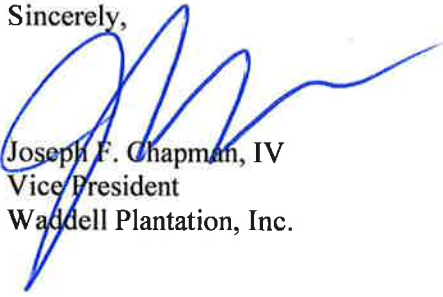
(emphasis added).

Justification for Approval of Change of Ownership Structure

As mentioned above, Applicant requests Board approval of a material change to the ownership structure of Heritage Preservation, LP as required by the RFA. The change of ownership will allow the general partner to receive a greater return under the terms of its limited partnership agreement and provide a financial reward for past services rendered by James Boyd and Robert Henry. While the change of ownership structure qualifies as a material change, the effect of the change will not be significant. All parties with an original ownership in the Applicant remain in the ownership structure, and the new member will have no more than a minority interest in the general partner of the Applicant. The construction has been completed, all units have been placed in service, qualified tenants have moved into each unit, a draft Cost Certification has been submitted to FHFC, and closing of the permanent loan and the funding of the stabilization contribution are expected to occur within the next sixty days. As such, the requirements of the RFA and the goals of FHFC have been substantially satisfied.

Thank you for your attention to this matter. Please let us know if any additional information would be helpful.

Sincerely,


Joseph F. Chapman, IV
Vice President
Waddell Plantation, Inc.



Current Applicant Structure

Principal Disclosures for Applicant

APPROVED for HOUSING CREDIT APPLICATION
FHFC Advance Review 11.9.18

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Heritage Preservation, LP

% Ownership input features will not be made available until invitation to credit underwriting

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified	% Ownership of Applicant
1.	<u>General Partner</u>	<u>RA Heritage Preservation, LLC</u>	<u>Limited Liability Company</u>	<u>0.0100%</u>
2.	<u>Investor LP</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	<u>99.9900%</u>

Second Principal Disclosure Level:

Heritage Preservation, LP

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified	Second Level Principal % Ownership of First Level Principal
<u>1. (RA Heritage Preservation, LLC)</u>	<u>1.A. Manager</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	<u>0.0000%</u>
<u>1. (RA Heritage Preservation, LLC)</u>	<u>1.B. Member</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	<u>50.0000%</u>
<u>1. (RA Heritage Preservation, LLC)</u>	<u>1.C. Member</u>	<u>JBC of Panama City, Inc.</u>	<u>For-Profit Corporation</u>	<u>50.0000%</u>

Third Principal Disclosure Level:

Heritage Preservation, LP

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified

Select the type of Principal being associated with the corresponding Second Level Principal Entity

Enter Name of Third Level Principal who must be a Natural Person

The organizational structure of Third Level Principal identified Must Be a Natural Person

3rd Level Principal % Ownership of 2nd Level Principal

<u>1.A. (Waddell Plantation, Inc.)</u>	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>Officer</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>Officer</u>	<u>Chapman, Joseph F IV</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>Officer</u>	<u>Pippin, Laurretta J</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>Officer</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>Officer</u>	<u>Chapman, Joseph F IV</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>Officer</u>	<u>Pippin, Laurretta J</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>Officer</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>Officer</u>	<u>Pippin, Laurretta J</u>	<u>Natural Person</u>	<u>0.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>

Principal Disclosures for the Applicant

Proposed Applicant Structure

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Heritage Preservation, LP

% Ownership input features will not be made available until invitation to credit underwriting

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>	<u>% Ownership of Applicant</u>
1.	<u>General Partner</u>	<u>RA Heritage Preservation, LLC</u>	<u>Limited Liability Company</u>	<u>0.0100%</u>
2.	<u>Investor LP</u>	<u>Raymond James Housing Opportunities Fund 65 LLC</u>	<u>Limited Liability Company</u>	<u>99.9900%</u>

Second Principal Disclosure Level:

Heritage Preservation, LP

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

<u>Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being</u>	<u>Second Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding First Level Principal Entity</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>	<u>Second Level Principal % Ownership of First Level Principal</u>
<u>1. (RA Heritage Preservation, LLC)</u>	<u>1.A.</u>	<u>Manager</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	
<u>1. (RA Heritage Preservation, LLC)</u>	<u>1.B.</u>	<u>Member</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	<u>30.0000%</u>
<u>1. (RA Heritage Preservation, LLC)</u>	<u>1.C.</u>	<u>Member</u>	<u>JBC of Panama City, Inc.</u>	<u>For-Profit Corporation</u>	<u>25.0000%</u>
<u>1. (RA Heritage Preservation, LLC)</u>	<u>1.D.</u>	<u>Member</u>	<u>RAEP Heritage, LLC</u>	<u>Limited Liability Company</u>	<u>45.0000%</u>

Third Principal Disclosure Level:

Heritage Preservation, LP

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

<u>Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified</u>	<u>Third Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding Second Level Principal Entity</u>	<u>Enter Name of Third Level Principal who must be either a Natural Person or a Trust</u>	<u>The organizational structure of Third Level Principal identified Must be either a Natural Person or a Trust</u>	<u>3rd Level Principal % Ownership of 2nd Level Principal</u>
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(1)</u>	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(2)</u>	<u>Officer/Director</u>	<u>Chapman, Joseph F IV</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(3)</u>	<u>Officer/Director</u>	<u>Pippin, Laurette J</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(4)</u>	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(1)</u>	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(2)</u>	<u>Officer/Director</u>	<u>Chapman, Joseph F IV</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(3)</u>	<u>Officer/Director</u>	<u>Pippin, Laurette J</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(4)</u>	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(1)</u>	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(2)</u>	<u>Officer/Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(3)</u>	<u>Officer/Director</u>	<u>Pippin, Laurette J</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(4)</u>	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.D. (RAEP Heritage, LLC)</u>	<u>1.D.(1)</u>	<u>Manager</u>	<u>Henry, Robert III</u>	<u>Natural Person</u>	
<u>1.D. (RAEP Heritage, LLC)</u>	<u>1.D.(2)</u>	<u>Member</u>	<u>Henry, Robert III</u>	<u>Natural Person</u>	<u>50.0000%</u>
<u>1.D. (RAEP Heritage, LLC)</u>	<u>1.D.(3)</u>	<u>Member</u>	<u>Boyd, James A Jr</u>	<u>Natural Person</u>	<u>50.0000%</u>

June 7, 2024

VIA ELECTRONIC MAIL

Lisa.nickerson@floridahousing.org

Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

RE: Prairie Oaks Preservation, LP (2020-161C) – Change of Ownership

To Whom It May Concern:

Prairie Oaks Preservation, LP (“Applicant”) is hereby requesting approval from the Board of Florida Housing Finance Corporation (the “Board”) for approval of a material change in the ownership structure of Prairie Oaks Preservation, LP. The terms of Request for Applications 2019-115 require Board approval for a change of ownership structure. The proposed ownership structure would allow the inclusion of an additional limited liability company into the ownership structure of the general partner.

Background

On October 24, 2019, Applicant timely submitted its Application in response to Request For Applications 2019-115 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments (the “RFA”) to assist in the preservation of Prairie Oaks Apartments, a 54-unit development located in Chiefland, Florida (the “Development”).¹ Applicant requested housing tax credits in the annual amount of \$671,223. The Development received an allocation of 2020 Low-Income Housing Credits (“Tax Credits”) and was invited to credit underwriting on February 5, 2020. On August 21, 2020, Applicant entered into a Carryover Agreement for the allocation of its Tax Credits. The construction loan closed on September 30, 2022. The construction has been completed, all units have been placed in service, qualified tenants have been moved into all units, a draft Cost Certification has been submitted to FHFC and the stabilization contribution and conversion to permanent loan are anticipated to close within the next sixty days.

¹ Applicant is requesting a change of development category from Preservation to Acquisition and Preservation at the June Board meeting.



Proposed Change of Ownership Structure

Applicant is a Florida limited partnership. Applicant's general partner, RA Prairie Oaks Preservation, LLC, owns a .01% interest in Applicant. RA Prairie Oaks Preservation, LLC is a Florida limited liability company, and its members are Waddell Plantation, Inc. (50% membership interest) and JBC of Panama City, Inc. (50% membership interest). Waddell Plantation, Inc. intends to transfer 20% of its membership interest in RA Prairie Oaks Preservation, LLC to RAEP Prairie Oaks, LLC, and JBC of Panama City, Inc. intends to transfer 25% of its membership interest in RA Prairie Oaks Preservation, LLC to RAEP Prairie Oaks, LLC. If the transfers occur, RAEP Prairie Oaks, LLC will own 45% of the membership interests in RA Prairie Oaks Preservation, LLC. A Principal Disclosure Form showing the ownership structure before the transfer is attached as Exhibit A, and a Principal Disclosure Form showing the ownership structure after the proposed transfer is attached as Exhibit B.

RAEP Prairie Oaks, LLC is a Florida limited liability company, and its manager and members are:

Manager - Robert F. Henry III
1609 Kestrel Street
Panama City, FL 32405

Members: Robert F. Henry III (50% membership interest)
1609 Kestrel Street
Panama City, FL 32405

James A. Boyd, Jr. (50% membership interest)
206 South Harris Avenue
Panama City, FL 32405.

Requirement for Board Approval

Applicant requests approval of a material change of ownership as required by Section 4(A)(3)(c)(3) of the RFA which provides as follows:

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

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

The Applicant entity shall be the recipient of the Housing Credits and cannot be changed in any way (materially or non-materially) until after the Carryover Allocation Agreement is in effect. **Once the Carryover Allocation**



Agreement has been executed by all parties, (a) replacement of the Applicant or a material change in the ownership structure of the named Applicant will require Board approval prior to the change, and (b) any non-material change in the ownership structure of the named Applicant will require Corporation approval prior to the change. The Applicant entity may be changed without Board approval after a Final Cost Certification Package has been approved by the Corporation and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity (material or non-material) prior to the execution of a Carryover Allocation Agreement or without Board approval or Corporation approval, as applicable, prior to the approval of the Final Housing Credit Allocation and issuance of the IRS Forms 8609 may result in a disqualification from receiving funding and may be deemed a material misrepresentation. Changes to the officers or directors of a Public Housing Authority or the investor limited partner of an Applicant limited partnership or the investor-member of an Applicant limited liability company owning the syndicating interest therein will not result in disqualification.

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

(emphasis added).

Justification for Approval of Change of Ownership Structure

As mentioned above, Applicant requests Board approval of a material change to the ownership structure of Prairie Oaks Preservation, LP as required by the RFA. The change of ownership will allow the general partner to receive a greater return under the terms of its limited partnership agreement and provide a financial reward for past services rendered by James Boyd and Robert Henry. While the change of ownership structure qualifies as a material change, the effect of the change will not be significant. All parties with an original ownership in the Applicant remain in the ownership structure, and the new member will have no more than a minority interest in the general partner of the Applicant. The construction has been completed, all units have been placed in service, qualified tenants have moved into each unit, a draft Cost Certification has been submitted to FHFC, and closing of the permanent loan and the funding of the stabilization contribution are expected to occur within the next sixty days. As such, the requirements of the RFA and the goals of FHFC have been substantially satisfied.

Thank you for your attention to this matter. Please let us know if any additional information would be helpful.

Sincerely,


Joseph F. Chapman, IV
Vice President
Waddell Plantation, Inc.



Current Applicant Structure

Principal Disclosures for the Applicant

APPROVED for HOUSING CREDITS
FHFC Advance Review 10.17.19

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Prairie Oaks Preservation, LP

% Ownership input features will not be made available until invitation to credit underwriting

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified	% Ownership of Applicant
1.	<u>General Partner</u>	<u>RA Prairie Oaks Preservation, LLC</u>	<u>Limited Liability Company</u>	<u>0.0100%</u>
2.	<u>Investor LP</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	<u>99.9900%</u>

Second Principal Disclosure Level:

Prairie Oaks Preservation, LP

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified	Second Level Principal % Ownership of First Level Principal
<u>1. (RA Prairie Oaks Preservation, LL</u>	<u>1.A. Manager</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	
<u>1. (RA Prairie Oaks Preservation, LL</u>	<u>1.B. Member</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	<u>50.0000%</u>
<u>1. (RA Prairie Oaks Preservation, LL</u>	<u>1.C. Member</u>	<u>JBC of Panama City, Inc.</u>	<u>For-Profit Corporation</u>	<u>50.0000%</u>

Third Principal Disclosure Level:

Prairie Oaks Preservation, LP

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified

Third Level Entity #	Select the type of Principal being associated with the corresponding Second Level Principal Entity	Enter Name of Third Level Principal who must be either a Natural Person or a Trust	The organizational structure of Third Level Principal identified Must be either a Natural Person or a Trust	3rd Level Principal % Ownership of 2nd Level Principal
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(1) Executive Director</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(2) Officer/Director</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(3) Officer/Director</u>	<u>Chapman, Joseph F., IV</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(4) Officer/Director</u>	<u>Pippin, Laurretta J.</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	<u>1.A.(5) Shareholder</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(1) Executive Director</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(2) Officer/Director</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(3) Officer/Director</u>	<u>Chapman, Joseph F., IV</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(4) Officer/Director</u>	<u>Pippin, Laurretta J.</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	<u>1.B.(5) Shareholder</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(1) Executive Director</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(2) Officer/Director</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(3) Officer/Director</u>	<u>Pippin, Laurretta J.</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	<u>1.C.(4) Shareholder</u>	<u>Chapman, Jeannette B.</u>	<u>Natural Person</u>	<u>100.0000%</u>

Principal Disclosures for the Applicant

Proposed Applicant Structure

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Partnership

Provide the name of the Applicant Limited Partnership:

Prairie Oaks Preservation, LP

% Ownership input features will not be made available until invitation to credit underwriting

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>	<u>% Ownership of Applicant</u>
1.	<u>General Partner</u>	<u>RA Prairie Oaks Preservation, LLC</u>	<u>Limited Liability Company</u>	<u>0.0100%</u>
2.	<u>Investor LP</u>	<u>Raymond James Housing Opportunities Fund 75 LLC</u>	<u>Limited Liability Company</u>	<u>99.9900%</u>

Second Principal Disclosure Level:

Prairie Oaks Preservation, LP

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

<u>Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being</u>	<u>Second Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding First Level Principal Entity</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>	<u>Second Level Principal % Ownership of First Level Principal</u>
<u>1. (RA Prairie Oaks Preservation, LL</u>	1.A.	<u>Manager</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	
<u>1. (RA Prairie Oaks Preservation, LL</u>	1.B.	<u>Member</u>	<u>Waddell Plantation, Inc.</u>	<u>For-Profit Corporation</u>	<u>30.0000%</u>
<u>1. (RA Prairie Oaks Preservation, LL</u>	1.C.	<u>Member</u>	<u>JBC of Panama City, Inc.</u>	<u>For-Profit Corporation</u>	<u>25.0000%</u>
<u>1. (RA Prairie Oaks Preservation, LL</u>	1.D.	<u>Member</u>	<u>RAEP Prairie Oaks, LLC</u>	<u>Limited Liability Company</u>	<u>45.0000%</u>

Third Principal Disclosure Level:

Prairie Oaks Preservation, LP

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

<u>Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified</u>	<u>Third Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding Second Level Principal Entity</u>	<u>Enter Name of Third Level Principal who must be either a Natural Person or a Trust</u>	<u>The organizational structure of Third Level Principal identified Must be either a Natural Person or a Trust</u>	<u>3rd Level Principal % Ownership of 2nd Level Principal</u>
<u>1.A. (Waddell Plantation, Inc.)</u>	1.A.(1)	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	1.A.(2)	<u>Officer/Director</u>	<u>Chapman, Joseph F IV</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	1.A.(3)	<u>Officer/Director</u>	<u>Pippin, Laurreta J</u>	<u>Natural Person</u>	
<u>1.A. (Waddell Plantation, Inc.)</u>	1.A.(4)	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.B. (Waddell Plantation, Inc.)</u>	1.B.(1)	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	1.B.(2)	<u>Officer/Director</u>	<u>Chapman, Joseph F IV</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	1.B.(3)	<u>Officer/Director</u>	<u>Pippin, Laurreta J</u>	<u>Natural Person</u>	
<u>1.B. (Waddell Plantation, Inc.)</u>	1.B.(4)	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.C. (JBC of Panama City, Inc.)</u>	1.C.(1)	<u>Executive Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	1.C.(2)	<u>Officer/Director</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	1.C.(3)	<u>Officer/Director</u>	<u>Pippin, Laurreta J</u>	<u>Natural Person</u>	
<u>1.C. (JBC of Panama City, Inc.)</u>	1.C.(4)	<u>Shareholder</u>	<u>Chapman, Jeannette B</u>	<u>Natural Person</u>	<u>100.0000%</u>
<u>1.D. (RAEP Prairie Oaks, LLC)</u>	1.D.(1)	<u>Manager</u>	<u>Henry, Robert III</u>	<u>Natural Person</u>	
<u>1.D. (RAEP Prairie Oaks, LLC)</u>	1.D.(2)	<u>Member</u>	<u>Henry, Robert III</u>	<u>Natural Person</u>	<u>50.0000%</u>
<u>1.D. (RAEP Prairie Oaks, LLC)</u>	1.D.(3)	<u>Member</u>	<u>Boyd, James A Jr</u>	<u>Natural Person</u>	<u>50.0000%</u>

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

FHFC CASE NO.: 2024-025VW
APPLICATION NO.: 2006-356HR

MORRIS COURT III, LTD.,

Petitioner,

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

RECEIVED

APR 25 2024 9:20 AM

**FLORIDA HOUSING
FINANCE CORPORATION**

**PETITION FOR WAIVER OF RULE 67ER06-232(3)(a) AND THE RRLP SET-ASIDE
REQUIREMENTS**

Morris Court III, Ltd., a Florida limited partnership (the "Petitioner"), by and through its undersigned counsel, hereby petitions the Florida Housing Finance Corporation (the "Corporation") for a waiver of Rule 67ER06-32(3)(a) Florida Administrative Code ("F.A.C.") (the "Rule") dated July 5, 2006, which requires a minimum set-aside requirement of at least 15% of total units held for extremely low-income ("ELI") households for a period of 20 years (the "ELI Minimum Set-Aside Requirement") to allow Petitioner to convert its ELI household units to serve families at or below 60% of the area median income ("AMI") and extend the 50-year-set-aside term to 55 years, for reasons set forth below. This Petition is filed pursuant to Section 120.542, Florida Statutes, and Chapter 28-104, Florida Administrative Code. In support, the Petitioner states as follows:

A. THE PETITIONER

1. The mailing address, telephone number and email of the Petitioner is as follows:

Morris Court III, Ltd.
Attn: Abe Singh
1920 West Garden Street
Pensacola, FL 32501
(850) 438-8561
execdir@areahousing.org

2. The mailing address, telephone number and email of the Petitioner's legal counsel is as follows:

Bernice Saxon, Esq.
Saxon Gilmore & Carraway, P.A.
201 E. Kennedy Blvd., Suite 600
Tampa, Florida 33602
Telephone: (813) 314.4500
Email:bsaxon@saxongilmore.com

3. On June 7, 2007 the Petitioner entered into that certain HHRP Loan Agreement (the "HHRP Loan") for Morris Court III Rental Development with the City of Pensacola (the "City"), a municipality chartered in the State of Florida and Escambia County, a political subdivision of the State of Florida (the "County") to finance the construction of a 50-unit multifamily senior development to be known as Morris Court III located in Escambia County, Florida (the "Development"). In accordance with the HHRP Loan, the Petitioner was required to set aside eight (8) units for Extremely Low Income ("ELI") Tenants. Eight (8) units were set aside to serve tenants at or below thirty percent (30%) or less AMI for the Extended Use Period as defined in the HHRP Loan. If this Petition is granted, the City has agreed to waive the 30% or less AMI of eight (8) units for ELI Tenants as required in the HHRP loan.

4. On January 18, 2008, the Petitioner entered into that Mortgage and Security Agreement (RRLP 2006-356HR) with the Corporation, in the original principal amount of \$4,286,269 (consisting of a base loan in the principal amount of \$3,766,269 and a supplemental

loan in the principal amount of \$520,000) (the “RRLP Loan”), to finance the construction of the Development. In accordance with the RRLP Loan application and the Rule, the Petitioner was required to set aside fifteen percent (15%) of the units for ELI households. Eight (8) units were set aside to serve tenants at or below thirty-five percent (35%) or less AMI for the first 20 years of the 50-year set-aside term. After 20 years, the ELI household units may convert to serve families at or below 60% AMI. The Development is currently in year fifteen (15) of the required twenty (20) year term.

5. The Development has been struggling financially for the past five (5) years. Petitioner requested and was granted a forbearance of the RRLP loan, as it is in first position and requires annual interest payments. Petitioner is currently facing issues with meeting its debt service payment requirements under the existing development loans as well as meeting the operational costs and needs for the property. In order to assist in alleviating this issue, and aid in the overall financial difficulties, Petitioner is currently requesting relief from the 20-year term in order to convert the set-aside ELI units now to serve tenants at or below sixty percent (60%) AMI and agreeing to extend the 50-year-set-aside term to 55 years. This request is necessary to regain and maintain the financial feasibility of the Development and avoid escalation of the current financial insufficiencies the Development is facing due to the lower rents.

B. WAIVER IS PERMANENT

6. The waiver being sought is permanent in nature.

C. THE RULE FROM WHICH WAIVER IS SOUGHT

7. Petitioner requests a waiver of Rule 67ER06-32(3)(a), F.A.C. (2006), which provides as follows:

Rule 67ER06-32(3)(a)

“(3) The RRLP Minimum Set-Aside Requirements are:

- (a) At least 15 percent of the total units must be held for ELI Households for a period of 20 years. Following the 20-year ELI affordability period, the ELI Set-Aside will then convert to serve families at or below 60 percent of the area median income . . .”

D. JUSTIFICATION FOR PETITIONER’S REQUESTED WAIVER

8. Petitioner is seeking relief of the ELI Minimum Set-Aside Requirement to allow Petitioner to convert the set aside units early in order to ensure the Development has the opportunity to recover from current financial issues. The Development is currently facing issues with maintaining sufficient cash flow to enable the Development to operate. The current ELI Minimum Set-Aside Requirement is placing a strain on its ability to operate the Development and make the required interest payments on the RRLP Loan. Allowing for these ELI units to convert to serve families at or below 60% AMI, will directly assist with the financial burdens the Petitioner is facing and allow the Petitioner to make its required interest payments on the RRLP Loan.

9. Under Section 120.542(1), Fla. Stat., the Corporation has the power and authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences in particular instances. A waiver shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship¹ or violate principles of fairness, and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. See § 120.542(2), Fla. Stat.

¹ “Substantial hardship” means a demonstrated economic, technological, legal or other type of hardship to the person requesting the variance or waiver. Further, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. See Fla. Stat. § 120.542.

10. Strict adherence to the Rule will impose a substantial hardship on Petitioner because the Project will face extreme financial difficulties and potentially not be able to make its required debt services payments, unless the ELI Minimum Set-Aside Requirement is waived, and the units are allowed to convert to serving families at or below 60% AMI. Escambia County is in dire need of affordable housing and the proposed conversion of the ELI Household units to 60% AMI units would ensure that the Development will continue to be successfully operated in a manner consistent with the requirements and purpose of the RRLP. The conversion of the ELI Household units to 60% AMI units will, over time, allow the Development to be more financially stable, make its interest payments, and will allow the Petitioner to continue renting 50 much needed affordable senior units in Escambia County.

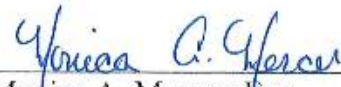
11. Further, a waiver of the Rule will serve the underlying purposes of Section 420.5087 and the Act, because one of the goals is for the proceeds of Corporation financing to be used to facilitate the availability of decent, safe and sanitary housing in the State of Florida. The Act (Section 420.501, et seq.) was passed to create inducements and opportunities for private and public investment in rental housing to increase the supply of affordable housing for low-income persons and households. Denial of the waiver would deprive Escambia County of essential affordable housing units. By granting this Petition, the Corporation would recognize the goal by facilitating the availability of decent, safe and sanitary housing in the State of Florida to low-income persons and households, particularly through Petitioner by continuing to rent much needed affordable housing units in Escambia County, Florida.

12. The requested waiver will not adversely affect Petitioner, any other party that applied to receive funding in the RFA, or the Corporation as stated above.

E. ACTION REQUESTED

13. For the reasons set forth herein, the Petitioner respectfully requests the Corporation (i) grant the requested waiver of the ELI set-aside affordability period and allow Petitioner to convert the Development to 100% of units to serve tenants at or below 60% AMI for a 55-year-set-aside term; (ii) grant this Petition and all the relief requested herein; and (iii) grant such further relief as it may deem appropriate.

Respectfully submitted,



Monica A. Mercer, Esq.
Fla. Bar No. 65407
201 E. Kennedy Blvd, Suite 600
Tampa, Florida 33602
Telephone: (813) 314-4500
Email: mmercerc@saxongilmore.com
COUNSEL FOR PETITIONER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition was filed by electronic delivery to:

Florida Housing Finance Corporation
Attn: Corporation Clerk
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
Email: corporationclerk@floridahousing.org

Joint Administrative Procedures Committee
680 Pepper Building
111 W. Madison Street
Tallahassee, Florida 32399
Email: joint.admin.procedures@leg.state.fl.us

This 25 day of April, 2024.

By: Monica A. Mercer
Monica A. Mercer, Esq.
Fla. Bar No. 65407

JUNE 7 2024 4:46 PM

FLORIDA HOUSING
FINANCE CORPORATION

STATE OF FLORIDA

FLORIDA HOUSING FINANCE CORPORATION

POLLYWOG CREEK MEWS, LLC

Petitioner,

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

FHFC CASE NO. 2024-027VW

APPLICATION NO. 2022-242H/2023-
238V

PETITION FOR WAIVER OF RULE 67-48.0072(21)(B)

Petitioner, Pollywog Creek Mews, LLC, a Florida limited liability company (the "Petitioner") submits its petition to Respondent, Florida Housing Finance Corporation (the "Corporation"), for a waiver of Rule 67-48.0072(21)(b), F.A.C. (May 18, 2021) (the "Rule") in effect at the time Petitioner submitted its application in response to the Corporation's Request for Applications 2021-206 (the "RFA"), to allow Petitioner to extend the Firm Loan Commitment deadline for HOME Funding allocated to Petitioner pursuant to the RFA. In support of this petition (the "Petition"), Petitioner states as follows:

A. Petitioner and the Development.

1. The name, address, telephone, and facsimile numbers for Petitioner and its qualified representative are:

Pollywog Creek Mews, LLC
c/o Rural Neighborhoods, Inc.
19308 SW 380th Street
Florida City, FL 33034
(305) 242-2142
SteveKirk@ruralneighborhoods.org

The name, address, telephone, and facsimile numbers of Petitioner's attorneys are:

Gary J. Cohen, Esq.
Shutts & Bowen LLP
200 S. Biscayne Blvd., Ste. 4100
Miami, FL 33131
Telephone: (305) 347-7308
Facsimile: (305) 347-7808
Email: gcohen@shutts.com

2. Pursuant to the RFA, Petitioner timely submitted its application for HOME funding. See Application No. 2022-242H (the "Application"). Petitioner was preliminarily awarded Five Million Six Hundred Ninety Thousand Dollars (\$5,690,000.00) in HOME funding under the RFA (the "HOME Award"). Pursuant to the Rule, Applicant was required to complete credit underwriting and execute a HOME firm commitment within twelve (12) months of the date of the invitation to enter into credit underwriting. The invitation to credit underwriting was accepted on April 4, 2022, and, as such, the original firm commitment deadline was April 4, 2023.

3. On February 15, 2023, Petitioner requested approval of extension of the firm commitment deadline until October 4, 2023, which request was approved at the Corporation's March 10, 2023 Board meeting. Petitioner paid a one (1%) percent extension fee in connection with approval of the foregoing extension. On September 29, 2023, Petitioner submitted a Petition for Rule Waiver seeking a further extension of said deadline to June 4, 2024, which request was approved at the Corporation's October 27, 2023 Board meeting. For the reasons explained more fully below, the HOME Award Firm Loan Commitment will not be issued by the June 4, 2024 deadline. Petitioner is requesting an extension of the Firm Loan Commitment issuance deadline until December 4, 2024.

4. On May 15, 2023, Petitioner timely submitted its application for Construction Inflation Response Viability Funding pursuant to RFA 2023-2011 ("Viability RFA"). See

application No. 2023-238V. Petitioner was preliminarily awarded \$2,475,000.00 of funding under the Viability RFA (“Viability Award”) on June 9, 2023.

5. The HOME Award is a critical part of the financing for the new construction of affordable family housing to be known as Pollywog Creek Mews, serving income qualifying persons (the “Development”). The development is located in Hendry County.

B. Rules from Which the Waiver is Sought.

6. The relevant portions of the Rules in effect at the time the HOME funds were awarded for which this waiver is sought, provide as follows:

(b) Rule 67-48.0072 provides that “(21) Information required by the Credit Underwriter shall be provided as follows:

(b) For SAIL, EHCL, and HOME, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued within twelve (12) months of the Applicant’s acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to achieve credit underwriting report approval and 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 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. The Corporation shall 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 twelve (12) month deadline is approved. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.” Rule 67-48.0072(21)(b), F.A.C. (2021).

C. Statute Implemented.

7. The Rule for which a waiver is requested is implementing, among other sections of the Florida Housing Finance Corporation Act (the “Act”), the statute that created the HOME program. See § 420.5089, Florida Statutes (2021).

8. Pursuant to Chapter 120.542(1), Florida Statutes, “strict application of uniformly applicable rule requirements can lead to unreasonable, unfair, and unintended results in particular instances. The Legislature finds that it is appropriate in such cases to adopt a procedure for agencies to provide relief to persons subject to regulation.” Therefore, under Section 120.542(1), Florida Statutes and Chapter 28-104, F.A.C., the Corporation has the authority to grant waivers to its requirements when strict application of these requirements would lead to unreasonable, unfair, and unintended consequences in particular instances. Specifically, Section 120.542(2) states:

“Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.” Section 120.542(2), Florida Statutes.

9. In this instance, Petitioner meets the standards for a waiver.

D. Justification for Petitioner’s Requested Waiver

10. Petitioner was previously granted an extension to secure a firm loan commitment of the HOME Award to June 4, 2024. Petitioner is requesting an extension of the deadline to secure a Firm Loan Commitment for the HOME Award until December 4, 2024. This extension

may not be granted without a waiver of the Rule. The reasons for this request are as set forth below.

11. Petitioner has made substantial progress towards closing of financing and commencement of construction of the Development. Previously, Petitioner had obtained a financial commitment for first mortgage construction and permanent financing, had completed building and civil engineering plans and had obtained permit approvals to construct the Development. Notwithstanding the foregoing, the Development stalled due to a series of interest rate increases to its construction and permanent loans that reduced the amount of available first mortgage financing, which in turn required Petitioner to seek additional financing sources.

12. In addition, initial negotiations with multiple general contractors resulted in a determination that budgeted construction costs were insufficient to meet construction labor and materials cost inflation. This situation was further exacerbated by the fact that the Development's rural location negatively impacted the availability of general contractors and subcontractors.

13. In response to these difficulties, Petitioner submitted its application under the Viability RFA and received Board approval of a Viability Award of \$2,475,000 on June 9, 2023. In addition, Petitioner applied to Federal Home Loan Bank of Atlanta under the Affordable Housing Program and received an award of \$750,000 on August 15, 2023.

14. Currently, Petitioner has completed the following tasks with respect to the Development: site control, environmental assessment and clearance, geotechnical report, and architectural and civil engineering plans. Since the previous extension granted by the Corporation, municipal approval for project tie-ins of water distribution and sewer collection systems by the Development's civil engineer. Due to the redesign of the Development caused by increasing construction costs, the Development's architect has completed value engineered architectural plans

in consultation with the Development's intended general contractor. New construction pricing is currently being obtained with respect to such revised plans, which will enable Petitioner to complete credit underwriting by the October 22, 2024 Corporation Board meeting.

15. The requested waiver will ensure the availability of HOME funding which will otherwise be lost as a consequence of the failure to obtain the executed HOME firm commitment by the prescribed date.

E. Conclusion

16. The facts set forth in Sections 10 through 14 of this Petition demonstrate the hardship and other circumstances which justify Petitioner's request for a Rule waiver. A denial of the Petition would (a) result in substantial economic hardship to Petitioner, as it has incurred substantial costs to date insuring that the Development proceeds to completion; (b) deprive Hendry County and the City of LaBelle of the provision of much needed affordable housing; and (c) violate principles of fairness. Section 120.52(2), Florida Statutes. As discussed above, the above-described delays have been caused by circumstances outside Petitioner's control, and make it impossible to meet the June 4, 2024 deadline for issuance of a Firm Loan Commitment.

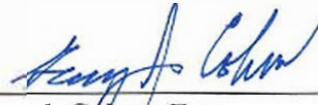
17. As demonstrated above, the requested waiver serves the purposes of Section 420.5089, Florida Statutes, and the Act, as a whole, because one of their primary goals is to facilitate the availability of decent, safe, and sanitary housing in the State of Florida to low income persons and households. Further, by granting the requested waiver, the Corporation would recognize principles of fundamental fairness in the development of affordable rental housing.

18. The waiver being sought is permanent in nature. Should the Corporation require additional information, a representative of Petitioner is available to answer questions and to provide all information necessary for consideration of this Petition.

WHEREFORE, Petitioner respectfully requests that the Corporation:

- A. Grant this Petition and all the relief requested therein;
- B. Grant a waiver of the Rule to extend the deadline to secure a Firm Loan Commitment from June 4, 2024 to December 4, 2024, and not require that an additional extension fee be imposed;
- C. Award such further relief as may be deemed appropriate.

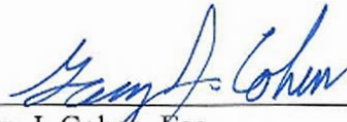
Respectfully submitted,



Gary J. Cohen, Esq.
Shutts & Bowen LLP
Counsel for Pollywog Creek Mews, LLC
200 S. Biscayne Blvd., Ste. 4100
Miami, FL 33131
Telephone: (305) 347-7308
Fax: (305) 347-7808
E-Mail: gcohen@shutts.com

CERTIFICATE OF SERVICE

The original Petition is being served by overnight delivery, with a copy served by electronic transmission for filing with the Corporation Clerk for the Florida Housing Finance Corporation, 227 North Bronough Street, Tallahassee, Florida 32301, with copies served by overnight delivery on the Joint Administrative Procedures Committee, 680 Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, this 7th day of June, 2024.



Gary J. Cohen, Esq.
Shutts & Bowen LLP
Counsel for Pollywog Creek Mews, LLC
200 S. Biscayne Blvd., Ste. 4100
Miami, FL 33131
Telephone: (305) 347-7308
Fax: (305) 347-7808
E-Mail: gcohen@shutts.com

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

RECEIVED

JUN 11 2024 8:00 AM

FLORIDA HOUSING
FINANCE CORPORATION

ROME YARDS PHASE 3A, LLC,
a Florida Limited Liability Company,

Petitioner,

vs.

FHFC CASE NO. 2024-028VW
Application No. 2023-106B/2023-
547C

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.

PETITION FOR WAIVER OF RULE 67-21.003(1)(b), F.A.C. (06/28/2023) AND
NON-COMPETITIVE APPLICATION PACKAGE (REV. 06-2023)

Petitioner, Rome Yards Phase 3A, LLC (“Petitioner”), pursuant to Section 120.542, Florida Statutes, and Chapter 28-104, Florida Administrative Code (“F.A.C.”), hereby petitions Florida Housing Finance Corporation (“Florida Housing”) for a waiver from the provisions of Rule 67-21.003(1)(b), F.A.C. (06/28/2023) (the “Rule”) and Non-Competitive Application Package (Rev. 06-2023) (“NCA”) to allow it to utilize the 4% Housing Credits set-aside commitments made under the average income test as set forth in Internal Revenue Code section 42(g)(1)(C). *See* 26 U.S.C. § 42(g)(1)(c). In support, Petitioner states as follows:

I. Petitioner

1. The name, address, telephone, and facsimile numbers for Petitioner and its qualified representative are:

Alberto Milo, Jr.
2850 Tigertail Ave., Suite 800
Miami, FL 33133
Telephone: (305)460-990
Fax: N/A
E-mail: amilo@relatedgroup.com

2. The name, address, telephone and facsimile numbers of Petitioner’s counsel are:

Brian J. McDonough, Esquire
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street
Miami, Florida 33130
Telephone: (305)789-3350
Facsimile: (305)789-3395
E-mail: bmcdonough@stearnsweaver.com

Bridget Smitha, Esquire
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 E. College Ave. Ste 700
Tallahassee, Florida 32301
Telephone: (850)329-4852
Facsimile: (850)329-4864
E-mail: BSmitha@stearnsweaver.com

II. The Development

3. On April 18, 2024, Petitioner submitted non-competitive application number 2023-106B (“Application”), which was revised and resubmitted on April 23, 2024 and finalized on May 2, 2024, for the following development (“Development”):

- Development Name: Gallery at Rome Yards
- Address: North Rome Avenue, approximately 400 feet Northeast of the intersection of North Rome Avenue & West Beach Street, Tampa, FL 33607
- Developer: Rome Yards Phase 3A Developer, LLC
- County: Hillsborough
- Number of Units: 234 units (new construction)
- Type: High Rise
- Set Asides: 60 units at or below 20% AMI; 103 units at or below 80% AMI; and 71 market rate units
- Demographics: Family
- Funding Request: \$64,000,000 Corporation-issued MMRB; \$2,857,291 (annual amount) 4% Non-Competitive Housing Credit funding request

III. Type of Waiver

4. The waiver being sought is permanent in nature.

IV. Rule and NCA Provision From Which a Waiver is Requested

5. Petitioner seeks a waiver in relation to Rule 67-21.003(1)(b), F.A.C. (6/28/23), which provides:

If the NC Award will not be made available through the competitive solicitation funding process outlined in rule Chapter 67-60, F.A.C., the Applicant shall utilize the Non-Competitive Application Package. The Non-Competitive Application package or NCA (Rev. 06-2023) is **adopted and incorporated herein by reference** and consists of the forms and instructions available, without charge, on the Corporation's website under the Multifamily Programs link labeled Non-Competitive Programs or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-15428>, which shall be completed and submitted to the Corporation in accordance with this rule chapter.

6. The Non-Competitive Application package (Rev. 06-2023) (the "NCA") is therefore part of the Rule. The NCA states in pertinent part at Part A.10.b.(2):

For Applicants committing to the Average Income Test

Complete the Set-Aside Breakdown Chart by listing the number of Set-Aside Units, stated in whole numbers, to be set aside at each selected AMI level.

The Average AMI of all Set-Aside units may not exceed 60 percent.

The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation, which may display the percentage of total units with numbers represented with decimal places instead of whole numbers. This is acceptable for the Average Income Test Calculation. Calculation of the average AMI of all Set-Aside Units for the Average Income Test:

- (i) First, calculate the total number of Set-Aside Units.
- (ii) Then, at each AMI commitment, multiply the number of Set-Aside Units by the AMI percentage (e.g., a commitment of 13 Set-Aside Units at 30 percent AMI would be calculated as 3.9).
- (iii) Repeat this calculation at each AMI level. Then add the results together.
- (iv) Divide the number calculated in (iii) by the total number of Set-Aside Units calculated in (i).
- (v) This number must be equal to or less than 60 percent to meet the requirement.

For MMRB Developments, the Set-Aside commitment will be 40 percent of the total units at or below 60 percent AMI.

Id. at Part A.10.b.(2) (emphasis added).

V. Statutes Implemented by the Rule

7. The Rule implements sections of the Florida Housing Finance Corporation Act; specifically:

- § 420.502 (Legislative findings)
- § 420.507 (Powers of the corporation)
- § 420.508 (Special powers; multifamily and single-family projects)
- § 420.509 (Revenue bonds)
- § 420.5099 (Allocation of the low-income housing tax credit)

VI. Justification for Granting Waiver of the Rule and NCA

8. During its 2018 session, the United States Congress passed the “Consolidated Appropriations Act, 2018” (“H.R. 1625”), which was signed into law on March 23, 2018. H.R. 1625 created a new subsection C within Section 42(g)(1) of the IRC, which states as follows:

(C) Average income test

(i) In general

The project meets the minimum requirements of this subparagraph if 40 percent or more (25 percent or more in the case of a project described in section 142(d)(6)) of the residential units in such project are both rent-restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by the taxpayer with respect to the respective unit.

(ii) Special rules relating to income limitation

For Purposes of clause (i)—

(I) Designation.

The taxpayer shall designate the imputed income limitation of each unit taken into account under such clause

(II) Average test

The average of the imputed income limitations designated under subclause (I) shall not exceed 60 percent of area median gross income

(III) 10-percent increments

The designated imputed income limitation of any unit under subclause (I) shall be 20 percent, 30 percent, 40 percent, 50 percent, 60 percent, 70 percent, or 80 percent of area median gross income.

Section 42(g)(1)(C), I.R.C. (2018) (emphasis added). This subsection remains in effect today. *See* 26 U.S.C. § 42(g)(1)(c).

9. Rule 67-21.027(1), F.A.C., was revised on July 8, 2018 to incorporate the new subsection 42(g)(1)(C) of the IRC. At present, Rule 67-21.027(1), F.A.C., continues to provide: “Each Housing Credit Development shall comply with the minimum Housing Credit Set-Aside provisions, as specified in Section 42(g)(1) of the IRC. Further, each Housing Credit Development shall comply with any additional Housing Credit Set-Aside chosen by the Applicant in the Application.” As a result, any applications for housing tax credits submitted to Florida Housing after July 8, 2018 are allowed to use the average income test provisions of the IRC.

10. At Section 10.b(2) of the Application, Petitioner indicated that it will use the “Average Income Test” to calculate the set-aside commitment, and completed the Average Income Test Chart electing 60 Units @ or below 20% AMI, 103 Units @ or below 80% AMI, and 71 Market Rate Units. Though this election is permitted by Internal Revenue Code section 42(g)(1)(C) for Housing Credits, it does not comply with the NCA requirement that “For MMRB Developments, the Set-Aside commitment will be 40 percent of the total units at or below 60 percent AMI.” *See* NCA, Part A.10.b.(2), as the Bond Program under Section 142 of the IRC does not recognize Average Income set-aside. Accordingly, Petitioner is in need of a waiver of the Rule and NCA requirement to allow for the MMRB set-aside commitment to instead be 20 percent of the total units at or below 50 percent AMI.

11. It would violate principles of fairness and put Petitioner at a competitive disadvantage with other developments if it is not allowed to use the average income test permitted by Section 42(g)(1) of the IRC and Rule 67-21.027(1), F.A.C.

12. Under Section 120.542(1), Florida Statutes, Florida Housing has the authority to grant waivers to, or variances from, its requirements when strict application of the requirements would lead to unreasonable, unfair, and unintended consequences in particular instances. Specifically, Section 120.542(2) states:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

13. Granting the requested waiver in this instance would allow Petitioner to utilize the average income test as permitted pursuant to the Internal Revenue Code and Rule 67-21.027(1), F.A.C. The controlling statutes and Florida Housing’s Rules are designed to allow the flexibility necessary to provide relief when strict application, in particular circumstances, would lead to unreasonable, unfair, or unintended results.

14. Additionally, by granting this waiver, Florida Housing would recognize the goal of increasing the supply of affordable housing and recognize the economic realities and principles of fundamental fairness in developing affordable rental housing. The purpose of the underlying statute, which is to “encourage development of low-income housing in the state” as identified in §420.5099(2), Fla. Stat., would still be achieved if the waiver is granted.

15. In this instance, Florida Housing has jurisdiction to grant a waiver of the Rule and Petitioner meets the standards for a waiver of the Rule.

VII. Action Requested

16. WHEREFORE, Petitioner respectfully requests that Florida Housing:
- a. Grant this Petition and all relief request therein;
 - b. Grant a waiver from Rule 67-21.003(1)(b), F.A.C. (6/28/23) and NCA (Rev. 06-2023) at Part A.10.b.(2) and allow for the MMRB set-aside commitment of 20% of the total units at or below 50% AMI to allow utilization of the set asides committed to based on the average income test for the 4% Housing Credits; and
 - c. Grant such further relief as may be deemed appropriate

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
Counsel for Petitioner
150 West Flagler Street, Suite 150
Miami, Florida 33131
Tel: (305) 789-3350
Fax: (305) 789-3395
E-mail: bmcdonough@swwmwas.com

By: s/ Brian J. McDonough
BRIAN J. MCDONOUGH, ESQ.

CERTIFICATE OF SERVICE

This Petition is being served via e-mail for filing with the Corporation Clerk for the Florida Housing Finance Corporation, CorporationClerk@FloridaHousing.org, with a copy served by U.S. Mail on the Joint Administrative Procedures Committee, Pepper Building, Room 680, 111 West Madison Street, Tallahassee, Florida 32399-1400, this 11th day of June, 2024.

s/ Brian J. McDonough
BRIAN J. MCDONOUGH, ESQ.

RECEIVED

JUN 13 2024 8:00 AM

FLORIDA HOUSING
FINANCE CORPORATION

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

FHFC CASE NO.: 2024-035VW
APPLICATION NO.: **2023-168H**

HOLY CHILD HOUSING, INC.,

Petitioner,

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

AMENDED PETITION FOR WAIVER OF RULE 67-48.0072(26)

Holy Child Housing, Inc., a Florida not-for-profit corporation (the “**Petitioner**”), by and through its undersigned counsel, hereby petitions the Florida Housing Finance Corporation (the “**Corporation**”) for a waiver of Rule 67-48.0072(26), Florida Administrative Code (July 6, 2022) (the “**Rule**”); so that Petitioner may extend its closing deadline of June 28, 2024, for reasons set forth in more detail below.

This Petition is filed pursuant to Section 120.542, Florida Statutes, and Chapter 28-104, F.A.C. In support of this Petition, the Petitioner states as follows:

A. THE PETITIONER AND DEVELOPMENT

1. The mailing address, telephone number and email of the Petitioner is as follows:

Holy Child Housing, Inc.
Attn: Matt Miller

12629 New Brittany Boulevard, Building 16
Fort Myers, Florida 33907
Telephone: (239) 691-5559
Email: mmiller@national-development.com

2. The mailing address, telephone number and email of the Petitioner’s legal counsel is as follows:

Nicholas W. Heckman, Esq.
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Ave., Suite 1400
Orlando, Florida 32801
Telephone: (407) 669-4241
Email: nick.heckman@nelsonmullins.com

3. On January 25, 2023, Petitioner timely submitted an application (the “**Application**”) in response to the RFA 2022-206 HOME Financing to be Used for Rental Developments in Certain Hurricane Ian Impacted Counties (the “**RFA**”) and requested \$6,994,000 in HOME Investment Partnership Program (“**HOME**”) funding to finance the construction of a twenty-five (25) unit multifamily apartment complex to be known as Holy Child located in Bowling Green, Hardee County, Florida (the “**Development**”). All twenty-five (25) units are to be set-aside as “HOME-Assisted Units,” for a period of fifty (50) years, in which (i) five (5) of the units are to be “Low HOME Units” set aside for occupancy by persons or families having incomes at or below 50% of the area median gross income, adjusted for family size for the county (“**AMI**”) and rent restricted in accordance with the 24 CFR Part 92 (the “**HOME Regulations**”) and as set forth in the RFA; and (ii) the remaining twenty (20) units shall be “High HOME Units” set aside for occupancy by persons or families having incomes at or below 60% AMI and rent restricted in accordance with the HOME Regulations and as set forth in the RFA.

4. On June 12, 2023, the Corporation invited Petitioner to enter into credit underwriting (the “**Preliminary Commitment**”). After Petitioner received its Preliminary

Commitment, the Petitioner began diligently working on the Development's credit underwriting report. Although, pursuant to the Rule 67-48, F.A.C., the Petitioner is allowed twelve (12) months to finalize its credit underwriting report and receive its firm loan commitment from the Corporation, Petitioner quickly and efficiently finalized its credit underwriting report approximately four (4) months after receiving its Preliminary Commitment, which such credit underwriting report was approved by the Corporation's Board of Directors (the "**Board**") on October 27, 2023. The Corporation soon thereafter issued a firm loan commitment to Petitioner for a HOME loan from the Corporation to the Petitioner in the amount of \$6,994,000 (the "**Loan**") on November 1, 2023, in which the Petitioner timely accepted (the "**Firm Commitment**"). In addition to the Loan, the Development is also being financed, in part, by a construction and permanent loan from Centennial Bank in the amount up to \$1,000,000.

5. Pursuant to the Firm Commitment, the Petitioner's deadline to close the Loan, and any other mortgage loans related to the construction and permanent phase financing of the Development, was February 29, 2024 (*i.e.*, 120 calendar days of the Firm Commitment).

6. On April 1, 2024, Petitioner submitted a letter to the Corporation requesting a ninety (90) calendar day extension of the loan deadline (the "**Request Letter**"), which such 90 calendar day extension period (which may be automatically extended to the next scheduled meeting of the Board) retroactively began on February 29, 2024, for a new extended loan closing deadline of May 29, 2024 (which such deadline was automatically extended to the June 28, 2024 Board meeting) (the "**Extension Request**"). The Board approved the Petitioner's Extension Request at its May 10, 2024 meeting.

7. On April 24, 2024, the Petitioner submitted a petition requesting waiver of the Corporation's extension fee of 1 percent of each Corporation's loan amount, which is generally

applied to loan closing extensions requested by applicants and approved by the Board. The Petitioner's request for waiver was granted on May 10, 2024.

B. THE RULE FROM WHICH WAIVER IS SOUGHT

8. Petitioner requests a waiver of, or a variance from, the Rule to allow Petitioner an additional extension of its loan closing deadline, which provides, in relevant part, as follows:

67-48.0072(26) – Credit Underwriting and Loan Procedures.

“(26) For SAIL and HOME, unless stated otherwise in a competitive solicitation, **these Corporation loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s)**, unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 180 Calendar Days of the firm loan commitment(s). These deadlines may be automatically extended to the next scheduled meeting of the Board of Directors that is after the 120 or 180 Calendar Days deadline, as applicable. 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, which may be automatically extended to the next scheduled meeting of the Board of Directors that is after the 90 Calendar Day extension deadline.** 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 shall 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 120 Calendar Day or 180 Calendar Day period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after 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.”

Emphasis added.

C. STATUTES IMPLEMENTED BY THE RULE

9. The Rule implements, among other sections of the Florida Housing Finance Corporation Act (the “**Act**”), the statute that designated the Corporation to administer the HOME program. *See* Section 420.5089, *Fla. Stat.* (HOME Investment Partnership Program; HOME Investment Partnership Fund).

10. The Corporation has the authority pursuant to Section 120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., to grant waivers to its rule requirements when strict application of such rules would lead to unreasonable, unfair and unintended results in particular instances. Waivers shall be granted when the person subject to the rule demonstrates that the application of the rule would (1) create a substantial hardship¹ *or* violate principals of fairness, and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. § 120.542(2), *Fla. Stat.*

D. JUSTIFICATION FOR PETITIONER’S REQUESTED WAIVER

11. Petitioner is requesting the Board’s approval for waiver of, or variance from, the Rule to allow Petitioner an additional extension of its closing deadline for an additional 90 calendar day period (which may be automatically extended to the next scheduled Board meeting that is after the 90 calendar day extension) as Petitioner has experienced timing delays outside of its control in receiving its last permit needed for Petitioner to successfully close on the Loan.

¹ “Substantial hardship” means a demonstrated economic, technological, legal or other type of hardship to the person requesting the variance or waiver. Further, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. *See* Section 120.542, *Fla. Stat.*

12. After the Petitioner entered into the Preliminary Commitment, Petitioner began to work diligently and efficiently to finalize its credit underwriting report and to obtain its building permits so that the Development's financing would close in timely manner. Although Rule 67-48.002(21), F.A.C., allows an applicant twelve (12) months (plus an additional six (6) month extension) to finalize its credit underwriting report and receive its firm loan commitment from the Corporation (the "**12 Month Rule**"), the Petitioner instead did not waste any time and diligently worked with the Corporation and First Housing Development Corporation of Florida (the "**Underwriter**") to promptly finalize its credit under writing report approximately four (4) months after receiving its Preliminary Commitment. In accordance with the Rule 67-48, the Corporation issued the Firm Commitment to the Petitioner on November 1, 2023, therefore setting the target loan deadline for the Petitioner. After receiving the Firm Commitment, the Petitioner again did not waste any time and continued to diligently work on its site plan application, its utility plans, and other items needed from third parties to close the Loan on or before the original loan deadline. For reasons set forth in the Request Letter, the Petitioner original loan deadline was extended to June 28, 2024.

13. At this time, the Petitioner has successfully obtained all of its permits needed to close on the Loan other than its permit from the Southwest Florida Water Management District. The Petitioner has been diligently and efficiently working with the water management district to obtain this permit in order for the Petitioner to timely close on the Loan on or before the June 28, 2024 closing deadline. The Petitioner recently met with water management district so that both parties could sit down and quickly clear any remaining comments or issues that the water management district had in regard to the permit. The Petitioner recently resubmitted its application for permit for the third time and is awaiting finalization and issuance of the permit from the water

management district. The water management district is aware of Petitioner's June 28, 2024 closing deadline and has informed the Petitioner that it will prioritize its review in order to timely finalize and issue the permit.

14. Petitioner continues to work diligently to timely close on the Loan and the Development's other financing. Petitioner still expects to close on the Loan financing on or before the June 28, 2024 closing deadline; however, in the abundance of precaution is requesting this waiver should the any delay occur while obtaining the last permit.

15. The Petitioner respectfully requests waiver of the Rule to extend its loan closing deadline as this request was not necessitated through any fault of the Petitioner. If Petitioner is not granted a waiver of the Rule, Petitioner will suffer substantial hardship as such denial to extend the loan closing date would otherwise cause the deal to fail by voiding the Corporation's commitment to fund Loan, when the Petitioner's only outstanding item needed for the parties to close on the Loan is Petitioner's receipt of its final permit. Therefore, by granting the requested waiver, the Corporation will prevent Petitioner from suffering substantial hardship that may occur should the additional extension not be granted.

16. Petitioner believes that a waiver of this Rule will serve the purposes of Section 420.5089, *Fla. Stat.* and the Act that are implemented by Chapter 67-48 F.A.C., as one of the goals is for the proceeds of Corporation financing to be used to facilitate the availability of decent, safe and sanitary housing in the State of Florida to low-income persons and households. The Act was passed in order to create inducements and opportunities for private and public investment in rental housing to increase the supply of affordable housing for low-income persons and households. By granting this Petition, the Corporation would recognize the goal of increasing the supply of affordable housing units via the construction of new developments throughout Florida.

17. In this instance, Petitioner meets the standards for a waiver of the Rule. The requested waiver will not adversely affect Petitioner, the Development, any other party that applied to receive funding in the RFA or the Corporation and will ensure that 25 affordable units will be made available for individuals and families in Hardee County, Florida.

E. TYPE OF WAIVER

18. The waiver being sought is permanent in nature.

F. ACTION REQUESTED

19. For the reasons set forth herein, the Petitioner respectfully requests the Corporation (i) grant a waiver of Rule 67-48.0072(26) F.A.C. (2022); (ii) grant this Petition and all the relief requested herein; and (iii) grant such further relief as it may deem appropriate.

Respectfully submitted the 12th day of June, 2024,



Nicholas W. Heckman, Esq.
Fla. Bar No. 0127356
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Ave., Suite 1400
Orlando, Florida 32801
Telephone: (407) 669-4241
Email: nick.heckman@nelsonmullins.com
COUNSEL FOR PETITIONER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition was filed by electronic delivery to:

Florida Housing Finance Corporation
Attn: Corporation Clerk
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
Email: corporationclerk@floridahousing.org

Joint Administrative Procedures Committee
680 Pepper Building
111 W. Madison Street
Tallahassee, Florida 32399
Email: joint.admin.procedures@leg.state.fl.us

This 12th day of June, 2024.

By: _____



Nicholas W. Heckman, Esq.
Fla. Bar No. 0127356

RECEIVED

JUN 12 2024 8:00 AM

FLORIDA HOUSING
FINANCE CORPORATION

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

Orangewood Preservation, LP

Petitioner,

FHFC CASE NO. 2024-033VW
Application No. 2020-164C/2021-327C

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

PETITION FOR WAIVER OF RULE 67-48.004(3)(f) (July 11, 2019)

Petitioner Orangewood Preservation, LP (the "Petitioner") by and through its undersigned counsel, hereby petitions Respondent, Florida Housing Finance Corporation ("Florida Housing") for a waiver of the restriction against changing a Development Category after submission of an application set forth in Rule 67-48.004(3)(f), Florida Administrative Code ("F.A.C.") (July 11, 2019) (the "Rule") which was in effect at the time of Petitioner submitted its application. In support, Petitioner states as follows:

A. THE PETITIONER

1. The address, telephone and facsimile numbers for Petitioner and its qualified representative are:

Orangewood Preservation, LP
1022 West 23rd Street,
Suite 300
Panama City, FL 32405
Attn: Joseph F. Chapman, IV
Telephone: 850-769-8981
E-mail: joey.chapman@royalamerican.com

2. The address, telephone and facsimile number and e-mail address of Petitioner's counsel is:

James A. Boyd, Jr., General Counsel
Royal American Development, Inc.
1022 West 23rd Street
Suite 300
Panama City, FL 32405
850-769-8981 (Phone)
Email: jim.boyd@royalamerican.com

3. On October 24, 2019, Petitioner timely submitted its application (the "Application") in response to RFA 2019-115 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments (the "RFA") to assist in the acquisition and preservation of Orangewood Apartments, a 46-unit development located in Starke, Florida (the "Development"). Petitioner requested housing tax credits in the annual amount of \$543,040.00. The Development received an allocation of 2020 Low-Income Housing Credits ("Tax Credits") and was invited to credit underwriting on February 5, 2020. On August 21, 2020, Petitioner entered into a Carryover Agreement for the allocation of its Tax Credits. Subsequently, the Board approved an exchange of credits on July 30, 2021, and a new carryover agreement was executed on August 9, 2021 with an allocation of tax credits in an amount not to exceed \$543,040.00 annually.

4. Petitioner's application included a minor irregularity by identifying the Development Category as "Preservation" as opposed to "Acquisition and Preservation." This irregularity was insignificant because (i) it is clear from a review of the entire application that the acquisition credits were intended to be included, (ii) the irregularity did not affect scoring or ranking and (iii) the irregularity did not affect the amount of allocation awarded.

B. WAIVER IS PERMANENT

5. The waiver being sought is permanent in nature.

C. THE RULE FROM WHICH WAIVER IS REQUESTED

6. Petitioner requests a waiver of Rule 67-48.004(3)(f), F.A.C. (July 11, 2019) which provides as follows:

(3) For the SAIL, HOME and Housing Credit Programs, 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:

(f) **Development Category;**

(emphasis added).

D. STATUTES IMPLEMENTED BY THE RULE

7. The Rule implements, among other sections of the Florida Housing Finance Corporation Act (the "Act"), the statutes relating to the allocation of Low-Income Housing Tax Credits contained in Section 420.5099 of the Florida Statutes. *See §420.5099, Fla. Stat. (2019)* (the "Statute").

E. JUSTIFICATION FOR GRANTING WAIVER OF THE RULE

8. As mentioned above, Petitioner requests a waiver of the restriction against changing the Development Category after the submission of an application to permit Florida Housing to approve the change of Development Category to allow the allocation of acquisition credits to Petitioner.

9. It is clear from a review of Petitioner's complete application that Petitioner intended to apply for acquisition credits. Specifically, the building acquisition costs are listed in the HC Eligible Basis Costs Column of the FHFC pro forma as opposed to the land portion of the acquisition costs which were listed in the ineligible basis column.

10. The RFA's scoring did not distinguish between applications submitted for preservation with or without acquisition. The purpose of the RFA and the resulting tax credit allocation was to promote the rehabilitation of affordable housing units, and this purpose is furthered by Petitioner's development irregardless of whether the tax credits allocated are acquisition credits or preservation credits or both.

a) The scoring guidelines applicable to RFA 2019-115 made no distinction to developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error in identifying the Development Category, and Petitioner would have received the same score and ranking had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation.

b) Petitioner would have received the same tax credit allocation had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation. No other application was prejudiced by the minor irregularity.

11. Under Section §120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship or violate principles of fairness,¹ and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. §120.542(2), *Fla. Stat.* (2016).

¹ "Substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. 120.542(2), *Fla. Stat.* (2016)

12. In this instance, Petitioner meets the standards for a waiver of the Rule. The requested waiver will not adversely impact the Development or Florida Housing and will ensure that 46 existing subsidized affordable family housing units will be preserved and made available for the target population in Bradford County, Florida. The strict application of the Rule will create substantial hardship for Petitioner because it will not be able to rehabilitate the Development. Specifically, without the equity generated by the acquisition credits, the Development will no longer be financially feasible. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State.
13. As mentioned above, the requested waiver serves the purpose of the Statute because one of the primary goals of the Statute is to facilitate the availability of decent, safe, and sanitary housing in the State of Florida for low-income households. Moreover, the Statute was enacted, in part, to encourage private and public investment in facilities for persons of low-income. By granting this waiver, Florida Housing would recognize the goal of preserving the current supply of subsidized affordable housing through private investment in persons of low-income and recognizing the economic realities and principles of fundamental fairness in developing affordable rental housing. See §420.5099(2), *Fla. Stat.* (2020).

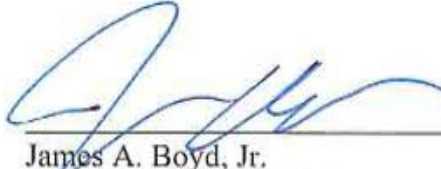
F. ACTION REQUESTED

WHEREFORE, Petitioner Orangewood Preservation, LP respectfully requests Florida Housing:

- A. Grant this Petition and all of the relief requested herein;

- B. Grant the requested waiver of the restriction against changing the Development Category after the submission of an application for the Petitioner's application; and
- C. Grant such further relief as it may deem appropriate.

Respectfully submitted on June 11, 2024.

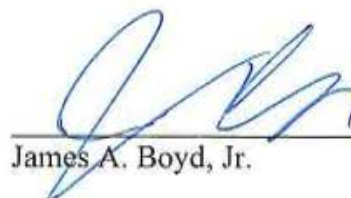


James A. Boyd, Jr.
Florida Bar No. 994405
General Counsel
ROYAL AMERICAN DEVELOPMENT, INC.
1022 West 23rd Street, Suite 300
Panama City, FL 32405
Tel: (850)769-8981
Email: jim.boyd@royalamerican.com

Counsel for Petitioner, Trenton Preservation, LP

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition for Waiver is being filed by electronic filing (with a copy by U.S. Mail) with the Corporation Clerk for the Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301 this 11th day of June, 2024. The document is also being served on the Joint Administrative Procedures Committee at joint.admin.procedures@leg.state.fl.us.



James A. Boyd, Jr.

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

RECEIVED

JUN 12 2024 8:00 AM

FLORIDA HOUSING
FINANCE CORPORATION

Trenton Preservation, LP

Petitioner,

FHFC CASE NO. 2024-031VW
Application No. 2020-153C/2021-328C

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

PETITION FOR WAIVER OF RULE 67-48.004(3)(f) (July 11, 2019)

Petitioner Trenton Preservation, LP (the "Petitioner") by and through its undersigned counsel, hereby petitions Respondent, Florida Housing Finance Corporation ("Florida Housing") for a waiver of the restriction against changing a Development Category after submission of an application set forth in Rule 67-48.004(3)(f), Florida Administrative Code ("F.A.C.") (July 11, 2019) (the "Rule") which was in effect at the time of Petitioner submitted its application. In support, Petitioner states as follows:

A. THE PETITIONER

1. The address, telephone and facsimile numbers for Petitioner and its qualified representative are:

Trenton Preservation, LP
1022 West 23rd Street,
Suite 300
Panama City, FL 32405
Attn: Joseph F. Chapman, IV
Telephone: 850-769-8981
E-mail: joey.chapman@royalamerican.com

2. The address, telephone and facsimile number and e-mail address of Petitioner's counsel is:

James A. Boyd, Jr., General Counsel
Royal American Development, Inc.
1022 West 23rd Street
Suite 300
Panama City, FL 32405
850-769-8981 (Phone)
Email: jim.boyd@royalamerican.com

3. On October 24, 2019, Petitioner timely submitted its application (the "Application") in response to RFA 2019-115 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments (the "RFA") to assist in the acquisition and preservation of Trenton Apartments, a 60-unit development located in Trenton, Florida (the "Development"). Petitioner requested housing tax credits in the annual amount of \$638,482.00. The Development received an allocation of 2020 Low-Income Housing Credits ("Tax Credits") and was invited to credit underwriting on February 5, 2020. On August 21, 2020, Petitioner entered into a Carryover Agreement for the allocation of its Tax Credits. A credit exchange was approved by the Board on July 30, 2021, and a new Carryover Allocation Agreement was executed on August 9, 2021. The tax credits were allocated in an amount not to exceed \$638,482.00 annually.

4. Petitioner's application included a minor irregularity by identifying the Development Category as "Preservation" as opposed to "Acquisition and Preservation." This irregularity was insignificant because (i) it is clear from a review of the entire application that the acquisition credits were intended to be included, (ii) the irregularity did not affect scoring or ranking and (iii) the irregularity did not affect the amount of allocation awarded.

B. WAIVER IS PERMANENT

5. The waiver being sought is permanent in nature.

C. THE RULE FROM WHICH WAIVER IS REQUESTED

6. Petitioner requests a waiver of Rule 67-48.004(3)(f), F.A.C. (July 11, 2019) which provides as follows:

(3) For the SAIL, HOME and Housing Credit Programs, 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:

(f) Development Category;

(emphasis added).

D. STATUTES IMPLEMENTED BY THE RULE

7. The Rule implements, among other sections of the Florida Housing Finance Corporation Act (the "Act"), the statutes relating to the allocation of Low-Income Housing Tax Credits contained in Section 420.5099 of the Florida Statutes. *See §420.5099, Fla. Stat. (2019)* (the "Statute").

E. JUSTIFICATION FOR GRANTING WAIVER OF THE RULE

8. As mentioned above, Petitioner requests a waiver of the restriction against changing the Development Category after the submission of an application to permit Florida Housing to approve the change of Development Category to allow the allocation of acquisition credits to Petitioner.

9. It is clear from a review of Petitioner's complete application that Petitioner intended to apply for acquisition credits. Specifically, the building acquisition costs are listed in the HC Eligible Basis Costs Column of the FHFC pro forma as opposed to the land portion of the acquisition costs which were listed in the ineligible basis column.

10. The RFA's scoring did not distinguish between applications submitted for preservation with or without acquisition. The purpose of the RFA and the resulting tax credit allocation was to promote the rehabilitation of affordable housing units, and this purpose is furthered by Petitioner's development irregardless of whether the tax credits allocated are acquisition credits or preservation credits or both.

a) The scoring guidelines applicable to RFA 2019-115 made no distinction to developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error in identifying the Development Category, and Petitioner would have received the same score and ranking had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation.

b) Petitioner would have received the same tax credit allocation had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation. No other application was prejudiced by the minor irregularity.

11. Under Section §120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship or violate principles of fairness,¹ and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. §120.542(2), *Fla. Stat.* (2016).

¹ "Substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. 120.542(2), *Fla. Stat.* (2016)

12. In this instance, Petitioner meets the standards for a waiver of the Rule. The requested waiver will not adversely impact the Development or Florida Housing and will ensure that 60 existing subsidized affordable family housing units will be preserved and made available for the target population in Gilchrist County, Florida. The strict application of the Rule will create substantial hardship for Petitioner because it will not be able to rehabilitate the Development. Specifically, without the equity generated by the acquisition credits, the Development will no longer be financially feasible. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State.
13. As mentioned above, the requested waiver serves the purpose of the Statute because one of the primary goals of the Statute is to facilitate the availability of decent, safe, and sanitary housing in the State of Florida for low-income households. Moreover, the Statute was enacted, in part, to encourage private and public investment in facilities for persons of low-income. By granting this waiver, Florida Housing would recognize the goal of preserving the current supply of subsidized affordable housing through private investment in persons of low-income and recognizing the economic realities and principles of fundamental fairness in developing affordable rental housing. See §420.5099(2), *Fla. Stat.* (2020).

F. ACTION REQUESTED

WHEREFORE, Petitioner Trenton Preservation, LP respectfully requests Florida Housing:

- A. Grant this Petition and all of the relief requested herein;

- B. Grant the requested waiver of the restriction against changing the Development Category after the submission of an application for the Petitioner's application; and
- C. Grant such further relief as it may deem appropriate.

Respectfully submitted on June 11th, 2024.

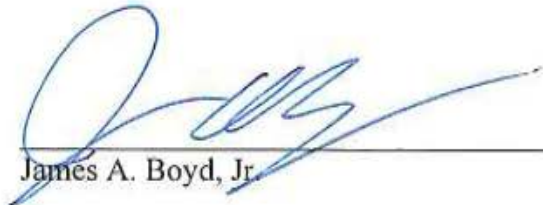


James A. Boyd, Jr.
Florida Bar No. 994405
General Counsel
ROYAL AMERICAN DEVELOPMENT, INC.
1022 West 23rd Street, Suite 300
Panama City, FL 32405
Tel: (850)769-8981
Email: jim.boyd@royalamerican.com

Counsel for Petitioner, Timbers Preservation, LP

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition for Waiver is being filed by electronic filing (with a copy by U.S. Mail) with the Corporation Clerk for the Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301 this 11th day of June, 2024. The document is also being served on the Joint Administrative Procedures Committee at joint.admin.procedures@leg.state.fl.us.



James A. Boyd, Jr.

RECEIVED

JUN 12 2024 8:00 AM

FLORIDA HOUSING
FINANCE CORPORATION

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

Timbers Preservation, LP

Petitioner,

FHFC CASE NO. 2024-032VW
Application No. 2020-162C/2021-326C

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

PETITION FOR WAIVER OF RULE 67-48.004(3)(f) (July 11, 2019)

Petitioner Timbers Preservation, LP (the "Petitioner") by and through its undersigned counsel, hereby petitions Respondent, Florida Housing Finance Corporation ("Florida Housing") for a waiver of the restriction against changing a Development Category after submission of an application set forth in Rule 67-48.004(3)(f), Florida Administrative Code ("F.A.C.") (July 11, 2019) (the "Rule") which was in effect at the time of Petitioner submitted its application. In support, Petitioner states as follows:

A. THE PETITIONER

1. The address, telephone and facsimile numbers for Petitioner and its qualified representative are:

Timbers Preservation, LP
1022 West 23rd Street,
Suite 300
Panama City, FL 32405
Attn: Joseph F. Chapman, IV
Telephone: 850-769-8981
E-mail: joey.chapman@royalamerican.com

2. The address, telephone and facsimile number and e-mail address of Petitioner's counsel is:

James A. Boyd, Jr., General Counsel
Royal American Development, Inc.
1022 West 23rd Street
Suite 300
Panama City, FL 32405
850-769-8981 (Phone)
Email: jim.boyd@royalamerican.com

3. On October 24, 2019, Petitioner timely submitted its application (the "Application") in response to RFA 2019-115 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments (the "RFA") to assist in the acquisition and preservation of Timbers Apartments, a 32-unit development located in Cross City, Florida (the "Development"). Petitioner requested housing tax credits in the annual amount of \$387,556.00. The Development received an allocation of 2020 Low-Income Housing Credits ("Tax Credits") and was invited to credit underwriting on February 5, 2020. On August 21, 2020, Petitioner entered into a Carryover Agreement for the allocation of its Tax Credits. Subsequently, the Board approved an exchange of credits on July 30, 2021, and a new carryover allocation was executed on August 24, 2021 with an allocation of tax credits in an amount not to exceed \$387,556.00 annually.

4. Petitioner's application included a minor irregularity by identifying the Development Category as "Preservation" as opposed to "Acquisition and Preservation." This irregularity was insignificant because (i) it is clear from a review of the entire application that the acquisition credits were intended to be included, (ii) the irregularity did not affect scoring or ranking and (iii) the irregularity did not affect the amount of allocation awarded.

B. WAIVER IS PERMANENT

5. The waiver being sought is permanent in nature.

C. THE RULE FROM WHICH WAIVER IS REQUESTED

6. Petitioner requests a waiver of Rule 67-48.004(3)(f), F.A.C. (July 11, 2019) which provides as follows:

(3) For the SAIL, HOME and Housing Credit Programs, 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:

(f) Development Category;

(emphasis added).

D. STATUTES IMPLEMENTED BY THE RULE

7. The Rule implements, among other sections of the Florida Housing Finance Corporation Act (the "Act"), the statutes relating to the allocation of Low-Income Housing Tax Credits contained in Section 420.5099 of the Florida Statutes. *See §420.5099, Fla. Stat. (2019)* (the "Statute").

E. JUSTIFICATION FOR GRANTING WAIVER OF THE RULE

8. As mentioned above, Petitioner requests a waiver of the restriction against changing the Development Category after the submission of an application to permit Florida Housing to approve the change of Development Category to allow the allocation of acquisition credits to Petitioner.

9. It is clear from a review of Petitioner's complete application that Petitioner intended to apply for acquisition credits. Specifically, the building acquisition costs are listed in the HC Eligible Basis Costs Column of the FHFC pro forma as opposed to the land portion of the acquisition costs which were listed in the ineligible basis column.

10. The RFA's scoring did not distinguish between applications submitted for preservation with or without acquisition. The purpose of the RFA and the resulting tax credit allocation was to promote the rehabilitation of affordable housing units, and this purpose is furthered by Petitioner's development irregardless of whether the tax credits allocated are acquisition credits or preservation credits or both.
- a) The scoring guidelines applicable to RFA 2019-115 made no distinction to developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error in identifying the Development Category, and Petitioner would have received the same score and ranking had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation.
- b) Petitioner would have received the same tax credit allocation had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation. No other application was prejudiced by the minor irregularity.
11. Under Section §120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship or violate principles of fairness,¹ and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. §120.542(2), *Fla. Stat.* (2016).

¹ "Substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. 120.542(2), *Fla. Stat.* (2016)

12. In this instance, Petitioner meets the standards for a waiver of the Rule. The requested waiver will not adversely impact the Development or Florida Housing and will ensure that 32 existing subsidized affordable family housing units will be preserved and made available for the target population in Dixie County, Florida. The strict application of the Rule will create substantial hardship for Petitioner because it will not be able to rehabilitate the Development. Specifically, without the equity generated by the acquisition credits, the Development will no longer be financially feasible. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State.
13. As mentioned above, the requested waiver serves the purpose of the Statute because one of the primary goals of the Statute is to facilitate the availability of decent, safe, and sanitary housing in the State of Florida for low-income households. Moreover, the Statute was enacted, in part, to encourage private and public investment in facilities for persons of low-income. By granting this waiver, Florida Housing would recognize the goal of preserving the current supply of subsidized affordable housing through private investment in persons of low-income and recognizing the economic realities and principles of fundamental fairness in developing affordable rental housing. See §420.5099(2), *Fla. Stat.* (2020).

F. ACTION REQUESTED

WHEREFORE, Petitioner Timbers Preservation, LP respectfully requests Florida Housing:

- A. Grant this Petition and all of the relief requested herein;

- B. Grant the requested waiver of the restriction against changing the Development Category after the submission of an application for the Petitioner's application; and
- C. Grant such further relief as it may deem appropriate.

Respectfully submitted on June 11th, 2024.



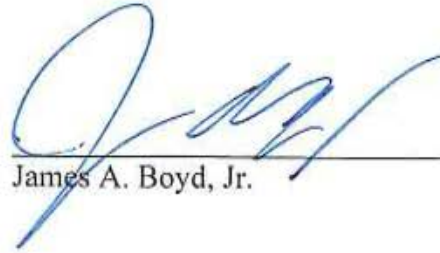
James A. Boyd, Jr.
Florida Bar No. 994405
General Counsel
ROYAL AMERICAN DEVELOPMENT, INC.
1022 West 23rd Street, Suite 300
Panama City, FL 32405
Tel: (850)769-8981
Email: jim.boyd@royalamerican.com

Counsel for Petitioner, Orangewood Preservation, LP

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition for Waiver is being filed by electronic filing (with a copy by U.S. Mail) with the Corporation Clerk for the Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301 this 11th day of June, 2024. The

document is also being served on the Joint Administrative Procedures Committee at
joint.admin.procedures@leg.state.fl.us.



James A. Boyd, Jr.

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

RECEIVED

JUN 12 2024 8:00 AM

FLORIDA HOUSING
FINANCE CORPORATION

Prairie Oaks Preservation, LP

Petitioner,

FHFC CASE NO. 2024-030VW
Application No. 2020-161C

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

PETITION FOR WAIVER OF RULE 67-48.004(3)(f) (July 11, 2019)

Petitioner Prairie Oaks Preservation, LP (the "Petitioner") by and through its undersigned counsel, hereby petitions Respondent, Florida Housing Finance Corporation ("Florida Housing") for a waiver of the restriction against changing a Development Category after submission of an application set forth in Rule 67-48.004(3)(f), Florida Administrative Code ("F.A.C.") (July 11, 2019) (the "Rule"). In support, Petitioner states as follows:

A. THE PETITIONER

1. The address, telephone and facsimile numbers for Petitioner and its qualified representative are:

Prairie Oaks Preservation, LP
1022 West 23rd Street,
Suite 300
Panama City, FL 32405
Attn: Joseph F. Chapman, IV
Telephone: 850-769-8981
E-mail: joey.chapman@royalamerican.com

2. The address, telephone and facsimile number and e-mail address of Petitioner's counsel is:

James A. Boyd, Jr., General Counsel
Royal American Development, Inc.
1022 West 23rd Street
Suite 300
Panama City, FL 32405
850-769-8981 (Phone)
Email: jim.boyd@royalamerican.com

3. On October 24, 2019, Petitioner timely submitted its application (the "Application") in response to RFA 2019-115 for Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments (the "RFA") to assist in the acquisition and development of Prairie Oaks Apartments, a 54-unit development located in Chiefland, Florida (the "Development"). Petitioner requested housing tax credits in the annual amount of \$671,223.00. The Development received an allocation of 2020 Low-Income Housing Credits ("Tax Credits") and was invited to credit underwriting on February 5, 2020. On August 21, 2020, Petitioner entered into a Carryover Agreement for the allocation of its Tax Credits. Under the original Carryover Allocation Agreement, FHFC allocated tax credits in an amount not to exceed \$671,223.00 annually.

4. Petitioner's application included a minor irregularity by identifying the Development Category as "Preservation" as opposed to "Acquisition and Preservation." This irregularity was insignificant because (i) it is clear from a review of the entire application that the acquisition credits were intended to be included, (ii) the irregularity did not affect scoring or ranking and (iii) the irregularity did not affect the amount of allocation awarded.

B. WAIVER IS PERMANENT

5. The waiver being sought is permanent in nature.

C. THE RULE FROM WHICH WAIVER IS REQUESTED

6. Petitioner requests a waiver of Rule 67-48.004(3)(f), F.A.C. which provides as follows:

(3) For the SAIL, HOME and Housing Credit Programs, 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:

(f) Development Category;

(emphasis added).

D. STATUTES IMPLEMENTED BY THE RULE

7. The Rule implements, among other sections of the Florida Housing Finance Corporation Act (the "Act"), the statutes relating to the allocation of Low-Income Housing Tax Credits contained in Section 420.5099 of the Florida Statutes. *See §420.5099, Fla. Stat. (2019)* (the "Statute").

E. JUSTIFICATION FOR GRANTING WAIVER OF THE RULE

8. As mentioned above, Petitioner requests a waiver of the restriction against changing the Development Category after the submission of an application to permit Florida Housing to approve the change of Development Category to allow the allocation of acquisition credits to Petitioner.
9. It is clear from a review of Petitioner's complete application that Petitioner intended to apply for acquisition credits. Specifically, the building acquisition costs are listed in the HC Eligible Basis Costs Column of the FHFC pro forma as opposed to the land portion of the acquisition costs which were listed in the ineligible basis column.
10. The RFA's scoring did not distinguish between applications submitted for preservation with or without acquisition. The purpose of the RFA and the resulting tax credit allocation was

to promote the rehabilitation of affordable housing units, and this purpose is furthered by Petitioner's development irregardless of whether the tax credits allocated are acquisition credits or preservation credits or both.

a) The scoring guidelines applicable to RFA 2019-115 made no distinction to developments seeking acquisition credits and those only seeking preservation credits. Petitioner received no advantage as a result of the error in identifying the Development Category, and Petitioner would have received the same score and ranking had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation.

b) Petitioner would have received the same tax credit allocation had the application been submitted with the Development Category identified as Acquisition and Preservation instead of just Preservation. No other application was prejudiced by the minor irregularity.

11. Under Section §120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship or violate principles of fairness,¹ and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. §120.542(2), *Fla. Stat.* (2016).

12. In this instance, Petitioner meets the standards for a waiver of the Rule. The requested waiver will not adversely impact the Development or Florida Housing and will ensure that

¹ "Substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. 120.542(2), *Fla. Stat.* (2016)

54 existing subsidized affordable family housing units will be preserved and made available for the target population in Levy County, Florida. The strict application of the Rule will create substantial hardship for Petitioner because it will not be able to rehabilitate the Development. Specifically, without the equity generated by the acquisition credits, the Development will no longer be financially feasible. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State.

13. As mentioned above, the requested waiver serves the purpose of the Statute because one of the primary goals of the Statute is to facilitate the availability of decent, safe, and sanitary housing in the State of Florida for low-income households. Moreover, the Statute was enacted, in part, to encourage private and public investment in facilities for persons of low-income. By granting this waiver, Florida Housing would recognize the goal of preserving the current supply of subsidized affordable housing through private investment in persons of low-income and recognizing the economic realities and principles of fundamental fairness in developing affordable rental housing. See §420.5099(2), *Fla. Stat.* (2020).

F. ACTION REQUESTED

WHEREFORE, Petitioner Prairie Oaks Preservation, LP respectfully requests Florida Housing:

- A. Grant this Petition and all of the relief requested herein;
 - B. Grant the requested waiver of the restriction against changing the Development Category after the submission of an application for the Petitioner's application;
- and

C. Grant such further relief as it may deem appropriate.

Respectfully submitted on June 11th, 2024.




James A. Boyd, Jr.
Florida Bar No. 994405
General Counsel
ROYAL AMERICAN DEVELOPMENT, INC.
1022 West 23rd Street, Suite 300
Panama City, FL 32405
Tel: (850)769-8981
Email: jim.boyd@royalamerican.com

Counsel for Petitioner, Prairie Oaks Preservation, LP

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition for Waiver is being filed by electronic filing (with a copy by U.S. Mail) with the Corporation Clerk for the Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301 this 11th day of June, 2024. The document is also being served on the Joint Administrative Procedures Committee at joint.admin.procedures@leg.state.fl.us



James A. Boyd, Jr.

RECEIVED

JUN 12 2024 8:17 AM

FLORIDA HOUSING FINANCE CORPORATION

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

FHFC CASE NO. 2024-034VW
FHFC APPLICATION NO. **2021-105B/
2021-557C**

APOPKA LEASED HOUSING ASSOCIATES I, LLLP,

Petitioner

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

**PETITION FOR WAIVER OF RULE 67-21.003(8)(i) TO DECREASE THE TOTAL SET-
ASIDE PERCENTAGE**

APOPKA LEASED HOUSING ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the “Petitioner”), by and through its undersigned counsel, hereby petitions the Florida Housing Finance Corporation (the “Corporation”) for a waiver or variance from Rule 67-21.003(8)(i), Florida Administrative Code (May 18, 2021) (the “Rule”), to revise the Total Set-Aside Percentage reflected in the Application (as defined below) for the Multifamily Mortgage Revenue Bond (“MMRB”) program (the “MMRB Program”) from 100% of the total units at or below 60% of the area median income (“AMI”) to 40% of the total units at or below 60% AMI so Petitioner may adopt the Average Income Test for the Development (as defined below). This Petition is filed pursuant to Section 120.542, Florida Statutes, and Chapter 28-104, Florida Administrative Code. In support, Petitioner states as follows:

A. THE PETITIONER

1. The address, telephone number and facsimile number of the Petitioner is:

Apopka Leased Housing Associates I, LLLP
401 E Jackson St., Suite 3300
Tampa, Florida 33602
Attn: Devon Quist
Telephone: (813) 582-4261
Email: devon.quist@dominiuminc.com

2. For purposes of this petition, the address, telephone number, facsimile number, and email address of Petitioner's counsel is:

Nicholas W. Heckman, Esq.
Nelson Mullins Riley and Scarborough LLP
390 N. Orange Ave., Suite 1400
Orlando, Florida 32801
Telephone: (407) 669-4241
Email: nick.heckman@nelsonmullins.com

B. THE DEVELOPMENT

3. Petitioner submitted a Non-Competitive Application (the "Application") for Corporate-issued MMRB Bonds and Non-Competitive Housing Credits seeking an MMRB loan in amount of \$49,800,000.00 and non-competitive housing credits in the annual amount of \$4,568,202 to finance the development, construction and operation of a 300-unit multifamily residential housing development in the City of Apopka, Orange County, Florida, known as "The Mira" (the "Development"). On September 15, 2022, the Corporation invited the Petitioner to enter into credit underwriting in which the Petitioner accepted on September 19, 2022. On August 23, 2023, the Petitioner requested that the Corporation increase its MMRB loan amount from \$49,800,000 to an amount of up to \$68,000,000 in order to meet the 50% test due to increased

costs of construction and increases in interest rates. The Corporation approved the Petitioner's request on September 1, 2023.

C. THE RULE FROM WHICH WAIVER IS SOUGHT

4. Petitioner requests a waiver from Rule 67-21.003(8)(i), F.A.C. (05/18/21), which provides:

67-21.003 – Application and Selection Process for Developments.

* * *

(8) Notwithstanding any other provision of these rules, **there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application is deemed complete. Those items are as follows:**

* * *

(i) **The Total Set-Aside Percentage as stated in the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application; notwithstanding the foregoing, the Total Set-Aside Percentage 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;

(Emphasis added.)

D. STATUTES IMPLEMENTED BY THE RULE

5. The Rule is implementing, among other sections of the Florida Housing Finance Corporation Act, the statute that created the Housing Tax Credit Program and the Multifamily Mortgage Revenue Bonds Program. See §§ 420.509, 420.5099, Fla. Stat.

E. WAIVERS WILL SERVE THE UNDERLYING PURPOSE OF THE STATUTE

6. Petitioner requests waivers of, or variances, from the Rule to permit a decrease of the total set-aside percentage committed to in the Application under the MMRB Program so Petitioner may elect the Average Income Test under the Housing Credit Program; and substitute an Average Income Test chart at Section 10(b)(2) of the Application in place of the chart at Section 10(b)(1) under the MMRB Program. The Non-Competitive Application Package (the “Application Package”) requires applicants committing to the Average Income Test for the Housing Credit Program to complete the Average Income Test chart, which requires the Applicant to commit to the 40/60 set-aside under the MMRB Program (i.e., 40% of the units in the applicable development for rent to individuals whose income is at or below 60% AMI for the applicable county). If the Petitioner’s request for waiver of the Set-Aside Rule is granted, 120 units in the Development will be rented to natural persons and families whose incomes are at or below 60% AMI for Orange County under the MMRB Program. Under the Housing Credit Program, if the Petitioner’s request for waiver is granted, the Total Set-Aside Breakdown Chart provided in Section 10(b)(2) (i.e., the chart required to be completed by applicants committing to the average income test in 10(a) of the Application) will reflect the following: (a) 91 units to be rented to households at or below 50% AMI; (b) 134 units to be rent to households at or below 60% AMI; (c) 59 units to be rented to households at or below 70% AMI; and (d) 16 units to be rented to households at or below 80% AMI, for an average AMI of 60%.

7. Since Petitioner filed the Application, interest rates for financing and the costs of labor and for construction materials have substantially increased. The Petitioner realized that such increases created a financing shortfall and quickly sought to obtain local government funds to address the issue. The Petitioner was able to obtain financing from the Orange County Housing

Finance Authority (“OCHFA”) in the form of American Rescue Plan Act funds and local housing trust funds in an amount up to \$11,000,000 (“Local Subsidy”), which such funds require the Petitioner to set-aside 30% of the units in the Development to be rented to persons whose incomes are at or below 50% AMI (the “Local Subsidy Set-Aside”).

8. Although such Local Subsidy alleviated the Petitioner shortfall issue, the Local Subsidy Set-Aside together with its current set-aside under the Application of 100% of the units in the Development at or below 60% AMI would significantly reduce the amount of rental income Petitioner expects and needs to operate the Development. Such reduction of rental income would make payments on projected financing tight or potentially difficult to make and severely diminish the projected mortgage funding Petitioner needs to make the Development feasible.

9. Nevertheless, to mitigate the impact of the Local Subsidy Set-Aside and to successfully alleviate its shortfall issue, the Petitioner requests waiver of the Rule so that it can implement an average income test set-aside to off-set the Local Subsidy Set-Aside and receive the amount of rental income it needs to make the Development feasible. Such election will allow the Petitioner to rent to persons at rental incomes levels needed to receive rental income at the level needed to pay its projected debt service, its projected operating expenses, and to receive mortgage funding in the total amounts needed to successfully construct, develop, and operate the Development. Pursuant to Section 120.542(1), Fla. Stat., and Chapter 28-104, F.A.C., the Corporation has the power and authority to grant waivers or variances to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences in particular instances. A waiver or variance shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial

hardship¹ *or* violate principles of fairness, and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. *See* § 120.542(2), Fla. Stat.

10. The Petitioner's requested waivers, or variances, will not adversely impact the Development or the Corporation or provide Petitioner with an unfair advantage, as the selection of the Average Income Test was available to Petitioner at the time of the Application, and will ensure that the 300 unit affordable housing Development will be preserved and made available for the target population in Orange County. Further, if Petitioner is not granted the requested waivers, or variances, the Petitioner will suffer substantially economically as the financial viability of the Development could be severely compromised. The Petitioner has worked diligently to receive additional financing to solve its shortfall issue so that it could successfully construct the Development. Granting the request will allow the Petitioner to obtain such additional financing needed to alleviate its shortfall and will allow the Development to be rented to individuals in wider ranges of income bands. The average income test election would enable the Petitioner to offer decent, safe, sanitary, and affordable housing to low-income residents in Orange County that would otherwise be priced out of the 60% AMI limitation or would otherwise not be able to afford to rent housing at market rental rates in the county.

11. The Florida Housing Finance Corporation Act (Section 420.501, *et seq.*) was passed to encourage private and public investment in facilities for persons of low-income. The purposes of the MMRP Program and Housing Credit Program are to stimulate and prioritize initiatives to increase the supply of affordable housing. Granting the requested waivers would

¹ "Substantial hardship" means a demonstrated economic, technological, legal or other type of hardship to the person requesting the variance or waiver. Further, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. *See* Fla. Stat. § 120.542.

significantly advance this objective, as it allows the Petitioner to leverage innovative funding strategies without jeopardizing the project. Further, granting the Petitioner's requested waivers will also uphold the Corporation's mission by ensuring that a significant number of affordable housing units remain available and accessible to low-income families in Orange County, providing them with decent, safe, and sanitary living conditions. Alternatively, strict application of the Rule and a denial of such requests will result in substantial economic hardship for the Petitioner as it attempts to confront the pressures of rising interest rates and construction costs, all of which will endanger the viability of 300 affordable housing units in Apopka, Florida.

F. TYPE OF WAIVER

12. The waivers or variances being sought is permanent in nature.

G. ACTION REQUESTED

13. For the reasons set forth herein, Petitioner respectfully requests the Corporation (i) grant the requested waiver of (or variance from) the Rule to allow the total set-aside commitment under the MMRB Program to be reduced from 100% of the total units of the Development at or below 60% AMI to 40% of the total units in the Development at or below 60% AMI, so Petitioner can elect the average income test under the Housing Credits Program; (ii) grant the Petition and all the relief requested herein; and (iii) grant such further relief as it may deem appropriate.

Respectfully submitted the 12th day of June, 2024.

Respectfully submitted,



Nicholas W. Heckman, Esq.
Fla. Bar No. 0127356
Nelson Mullins Riley and Scarborough LLP
390 N. Orange Ave., Suite 1400

Orlando, Florida 32801
Telephone: (407) 669-4241
Email: nick.heckman@nelsonmullins.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition was filed by electronic delivery to:

Florida Housing Finance Corporation,
Attn: Corporation Clerk
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
CorporationClerk@floridahousing.org,

Joint Administrative Procedures Committee
680 Pepper Building
111 W. Madison Street
Tallahassee, Florida 32399
Joint.admin.procedures@leg.state.fl.us

The 12th day of June, 2024.

By:



Nicholas W. Heckman, Esq.
Fla. Bar No. 0127356

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

RECEIVED

JUN 11 2024 11:19 AM

Citrus Glen Preservation, Ltd.
a Florida limited partnership,

Petitioner,

FHFC CASE NO. 2024-029VW
Application No. 2021-113B/2021-554C

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

PETITION FOR WAIVER OF RULE 67-21.003(1)(b) (05/18/2021)
AND THE NON-COMPETITIVE APPLICATION INSTRUCTIONS (REV. 03-2021) AND
FOR BOARD APPROVAL

Citrus Glen Preservation, Ltd. (the “Petitioner”) by and through its undersigned counsel, hereby petitions Respondent, Florida Housing Finance Corporation (“Florida Housing”), for a waiver of the prohibition under Rule 67-21.003(1)(b), Florida Administrative Code (“F.A.C.”) (05/18/2021) (“Rule”) and the Non-Competitive Application Instructions (Rev. 03-2021) (“NCA”) against changing the principals of the Applicant identified in the Application prior to Multifamily Mortgage Revenue Bond (“MMRB”) loan closing. For tax and various other practical reasons, Petitioner determined that it must make a few changes to its organizational structure. This change must occur now, as opposed to waiting until after MMRB loan closing because the 2024 tax returns must reflect the ownership entity structure that will in fact operate the Development. Since the change is requested prior to the MMRB Loan closing, Petitioner respectfully requests a waiver of the Rule and NCA Instructions so that the original organizational chart, attached as Exhibit A, may be revised to reflect the structure depicted in Exhibit B. Pursuant to the terms of the Rule and NCA, Petitioner also seeks Board approval to

change the Developer's name and organizational structure from that depicted in Exhibit C to the structure depicted in Exhibit D. In support, Petitioner states as follows:

A. THE PETITIONER.

1. The address, telephone, facsimile numbers and e-mail address for Petitioner and its qualified representative are:

Jonathan Gruskin
210 University Blvd. Suite 460
Denver, CO 80206
Phone: (720)615-4450
Fax: N/A
Email: yoni.gruskin@ulyssesdevelopment.com

2. The address, telephone, and facsimile number and e-mail address of Petitioner's counsel is:

Brian J. McDonough
Stearns Weaver Miller Weissler Alhadeff
& Sitterson
150 West Flagler Street
Suite 2200
Miami, FL 33130
bmcdonough@stearnsweaver.com
Tel: (305) 789-3350
Fax: (305) 789-3395

Bridget Smitha
Stearns Weaver Miller Weissler Alhadeff
& Sitterson
106 East College Avenue, Suite 700
Tallahassee, FL 32301
bsmitha@stearnsweaver.com
Direct: 850-329-4852
Fax: 850-329-4844

B. WAIVER IS PERMANENT.

3. The waiver being sought is permanent in nature.

C. DEVELOPMENT BACKGROUND.

4. The following information pertains to the development underlying this petition (the "Development"):

- Development Name: Citrus Glen Apartments
- Development Address: 5351 Limelight Cir., Orlando, FL 32839
- County: Orange County

- Developer: Citrus Glen Developer, LLC
- Number of Units: 272 occupied units (Acquisition and Rehabilitation)
- Type: garden apartments
- Set Asides: 100% at or below 60%
- Demographics: Family
- Funding: \$39,000,000 Corporation-issued MMRB and \$2,793,214 Non-Competitive Housing Credits (annual amount)

D. THE RULE AND NCA PROVISIONS FROM WHICH WAIVER IS REQUESTED.

5. To change Petitioner's principals before the MMRB loan closing, Petitioner requests a waiver of Rule 67-21.003(1)(b), F.A.C. (05/18/21) which provides in pertinent part:

(1) Applicants shall apply for MMRB, Non-Competitive HC, or a combination of MMRB and Non-Competitive HC as set forth below. For purposes of this subsection only, the term NC Award shall refer to MMRB, Non-Competitive HC, or a combination of MMRB and Non-Competitive HC, and funding from the following Corporation programs will not be considered to be other Corporation funding: Predevelopment Loan Program (PLP) and Elderly Housing Community Loan (EHCL) Program.

(b) If the NC Award will not be in conjunction with other Corporation funding made available through the competitive solicitation funding process outlined in rule Chapter 67-60, F.A.C., the Applicant shall utilize the Non-Competitive Application Package in effect at the time the Applicant submits the Application. The Non-Competitive Application Package or NCA (Rev. 03-2021) is adopted and incorporated herein by reference and consists of the forms and instructions available, without charge, on the Corporation's website under the Multifamily Programs link labeled Non-Competitive Programs or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-13093>, which shall be completed and submitted to the Corporation in accordance with this rule chapter.

This Rule incorporates by reference the NCA Package (Rev. 03-2021). The NCA Package includes the following requirement:

(2) For Applicants requesting MMRB, with or without Non-Competitive Housing Credits:

The Applicant entity shall be the recipient of the Non-Competitive Housing Credits and the borrowing entity for the MMRB Loan and the ownership structure of the Applicant entity as set forth in the Principal Disclosure Form **cannot be changed in any way (materially or non-materially) until after the MMRB Loan closing**. After loan closing, (a) any material change in the ownership structure of the named Applicant will require review and approval of the Credit Underwriter, as well as Board approval prior to the change, and (b) any non-material change in the ownership structure of the named Applicant will require review and approval of the Corporation, as well as Board approval prior to the change. The Applicant must comply with Principal disclosure requirements outlined in Rule Chapter 67-21, F.A.C. for the duration of the Compliance Period. Changes to the ownership structure of the Applicant entity (material or non-material) prior to the loan closing or without Board approval after the loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes prior to loan closing to the officers or directors of a Public Housing Authority, officers or directors of a Non-Profit entity, or the limited partner of an investor limited partnership or an investor member of a limited liability company owning the syndicating interest therein will not result in disqualification, however, the Corporation must be notified of the change. Changes to the officers or directors of a Non-Profit entity shall require Corporation approval.

Id. at Part A Section 6.b.(2) (emphasis added); available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-13093>

6. Petitioner is requesting the foregoing waiver so that it may amend its organizational structure from the current chart attached as Exhibit A to the proposed chart attached as Exhibit B.

E. RULE AND NCA PROVISION PURSUANT TO WHICH BOARD APPROVAL IS SOUGHT.

7. Petitioner seeks Board approval to change the Developer's name and principals from those depicted in Exhibit C to those identified in Exhibit D pursuant to Rule 67-21.003(8)(a)-(b), F.A.C. (05/18/2021), which provides:

Notwithstanding any other provision of these rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application is deemed complete. Those items are as

follows: (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 Board** after the Applicant has been invited to enter Credit Underwriting. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant’s request, inclusive of validity and consistency of Application documentation”

Id. (emphasis added).

8. The NCA similarly provides at Part A Section 6.c.:

The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter Credit Underwriting.

Id. at p. 5, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-13093>

F. STATUTES IMPLEMENTED BY THE RULE.

9. The Rule implements, among other sections of the Florida Housing Finance Corporation Act (the “Act”):

- Section 420.502, Legislative findings.
- Section 420.507, Powers of the corporation.
- Section 420.508, Special powers; multifamily and single-family projects.
- Section 420.509, Revenue bonds.
- Section 420.5099, Allocation of the low-income housing tax credit.

10. Per Section 420.5099(1),(2), Florida Housing acts as the State’s housing credit agency and is authorized to establish procedures for allocating and distributing low-income housing tax credits.

G. JUSTIFICATION FOR GRANTING WAIVER OF THE RULE AND NCA INSTRUCTIONS AND FOR GRANTING BOARD APPROVAL.

11. Petitioner submitted non-competitive application number 2021-113B/2021-554C (the “Application”) for the Development on February 1, 2022, which was revised and subsequently finalized on April 6, 2022.

12. In the Application, Petitioner disclosed among other principals the following natural persons (each as the sole member or beneficiary):

- For the Petitioner: Jonathan A. Gruskin, Connor Larr, Ahmed Abdelhameed, William Licko, Mark O’Rear, Ryan Watt and Laura Carlstrom.
- For the Developer: Jonathan A. Gruskin, Connor Larr, Ahmed Abdelhameed, William Licko, Mark O’Rear, and Ryan Watt.

While these natural persons will continue to serve as the sole member of limited liability companies appearing at the first or second principal disclosure levels, Petitioner respectfully seeks a waiver to allow it to add two new limited liability companies and to change the interest held by certain limited liability companies.

13. The changes to Petitioner’s structure for which the waiver is requested are limited to:

- First level: the Applicant’s investor limited partner would be changed from Alliant Capital, Ltd. (99.990%) to “TBD.”
- Second level:
 - UDG CG GP, LLC’s manager would be changed from Red Rocks 90, LLC to Jonathan A. Gruskin
 - Red Rocks **90**, LLC (39.2%) would be changed to Red Rocks **88**, LLC (44.356%)

- The membership interest of High Peaks Holdings LLC¹ would be changed from 9.8% to 11.089%
- JAL Trust (27.8%) would be replaced with Zachariah Lutz (22.644%)
- Laura Carlstrom Trust (6.95%) would be replaced with Laura Carlstrom (5.661%)
- Third level: the trustees and beneficiaries of the JAL Trust and Laura Carlstrom Trust would be removed since the trusts are being replaced by natural persons.

14. The changes to the Developer's structure for which Board approval is requested are limited to:

- Developer: Citrus Glen Developer, **LLC** would be converted from a Delaware limited liability company into a Delaware limited partnership, known as Citrus Glen Developer **LP**² for tax purposes.
- First level:
 - Ulysses Development Group LLC would be added as a general partner of the Developer.
 - Red Rocks **90**, LLC would be changed to Red Rocks **88**, LLC.
- Second level: Jonathan A. Gruskin would be identified as the manager, and Tenmile Quandary LLC would be identified as the sole member, of Ulysses Development Group LLC.

¹ In the Application, High Peaks Holdings LLC was mistakenly identified as having a comma in between "Holdings" and "LLC." Similarly, Sperryshire 2 LLC was mistakenly identified as "Sperryshire 2, LLC." While neither name has formally changed, Petitioner seeks via this petition to correct the disclosures.

² Because Petitioner was invited to credit underwriting on April 6, 2022, Petitioner separately requested Corporation approval to change the name of the Developer pursuant to Rule 67-21.003(8)(a)-(b), F.A.C. (05/18/2021) ("(8) Notwithstanding any other provision of these rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application is deemed complete. Those items are as follows: (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; . . .") (emphasis added).

15. No other changes would be made to the principals or their percentage of interest. *Compare* Exhibit A (Applicant's Current Organizational Structure) with Exhibit B (Applicant's Proposed Organizational Structure) and Exhibit C (Developer's Current Organizational Structure) with Exhibit D (Developer's Proposed Organizational Structure).

16. If this request for waiver is denied, it will deny Petitioner certain tax and other benefits that will make the Development more cost effective, while more importantly provide less clear applicability of the IRS tax law treatment of Developer proceed distributions. If the Petition is granted, the natural person principals identified in the Application will remain the same with one exception.³ Neither Florida Housing nor the Development would be prejudiced by the change in how these natural persons hold their interests.

17. Upon information and belief, the purpose of the NCA Instructions prohibiting changes to Petitioner's structure prior to the MMRB Loan closing is to ensure full and fair consideration by Florida Housing of all natural persons that might exert control over, or financially benefit from, the Development. Here, the natural persons exerting control over the Development were disclosed in the Application. The changes sought are generally to how membership interests are held by natural persons disclosed in the Application, and the amount of such interest. The requested waiver should not, therefore, cause concern for Florida Housing. Since essentially the same natural person principals disclosed in the Application will exert control over the Development, Florida Housing should have the same degree of comfort as if the structure was not changed. Accordingly, granting the Petition should not impact Florida Housing's confidence in the Development, Petitioner, or its principals.

³ At the third level, JAL Trust (whose beneficiary was Jude **Lutz** and whose trustee was Greg Densen) will be replaced with Zachariah **Lutz**. Zachariah Lutz is Jude Lutz's father and was substituted into the structure because Jude is still a minor. No prejudice will occur if this passive trust is replaced by a natural person.

18. Under Section 120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship or, violate principles of fairness,⁴ and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. § 120.542(2), Fla. Stat.

19. For the reasons set forth above, granting the requested waiver will prevent a substantial and unfair hardship from being imposed on Petitioner while still achieving the underlying purpose of the Rule.

20. For the foregoing reasons, Petitioner meets the standards for the requested waiver.

21. The requested waiver will not adversely impact the Development or Florida Housing.

⁴ "Substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. § 120.542(2), Fla. Stat.

H. ACTION REQUESTED.

22. For the reasons set forth herein, Petitioner respectfully requests that: (i) Florida Housing grant the requested permanent waiver such that Petitioner may change its organizational structure to reflect the attached Exhibit B prior to the MMRB loan closing; (ii) grant this Petition and all of the relief requested herein; (iii) approve the Developer entity change as reflected in the attached Exhibit D; and (iv) grant such further relief as it may deem appropriate.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
150 West Flagler Street, 22nd Floor
Miami, Florida 33131
Tel: (305) 789-3350
Fax: (305) 789-3395
E-mail: bmcdonough@stearnsweaver.com

Counsel for Petitioner

By: /s/ Brian J. McDonough
BRIAN J. MCDONOUGH, ESQ.

CERTIFICATE OF SERVICE

This Petition is being served by electronic transmission for filing with the Clerk for the Florida Housing Finance Corporation, CorporationClerk@FloridaHousing.org, with copies served by U.S. Mail on the Joint Administrative Procedures Committee, 680 Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, this 11th day of June, 2024.

By: /s/ Brian J. McDonough
Brian J. McDonough, Esq.

Exhibit A - Current Petitioner Organizational Chart

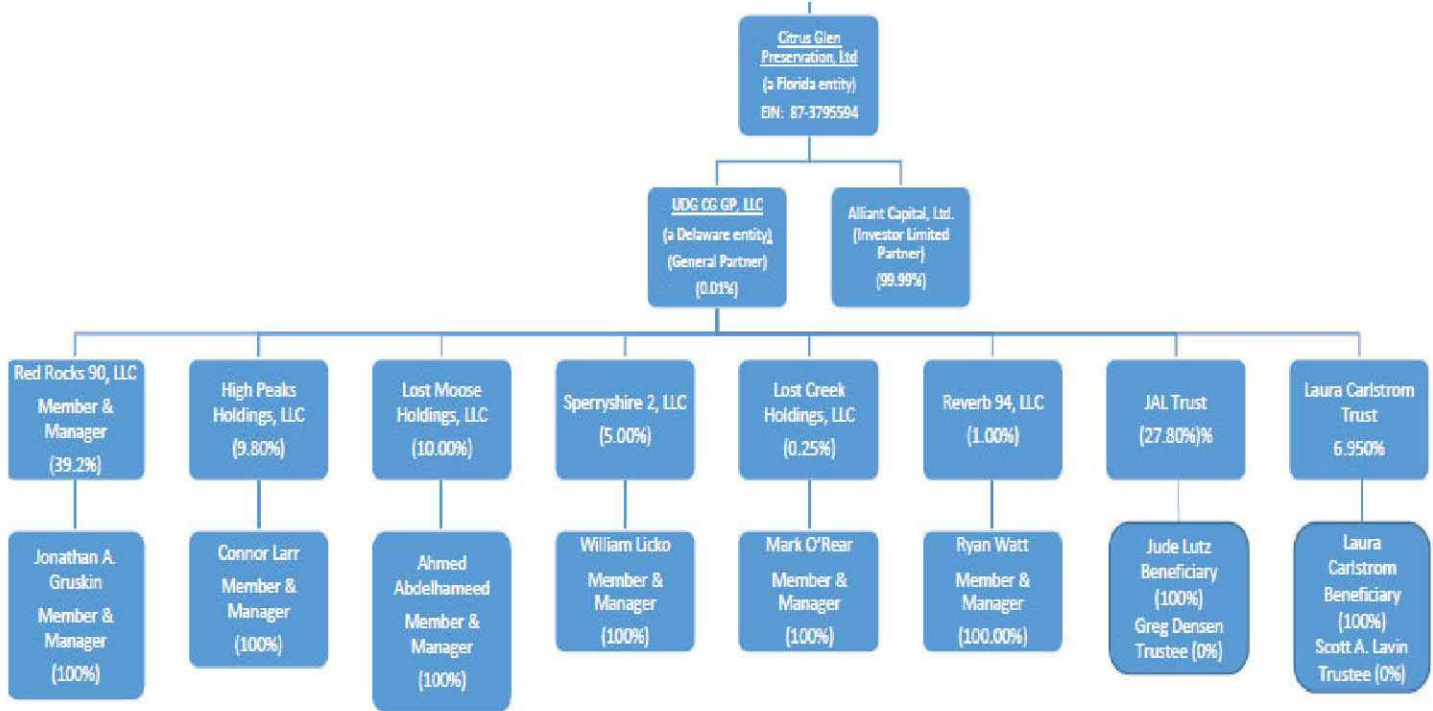


Exhibit B – Proposed Petitioner Organizational Structure

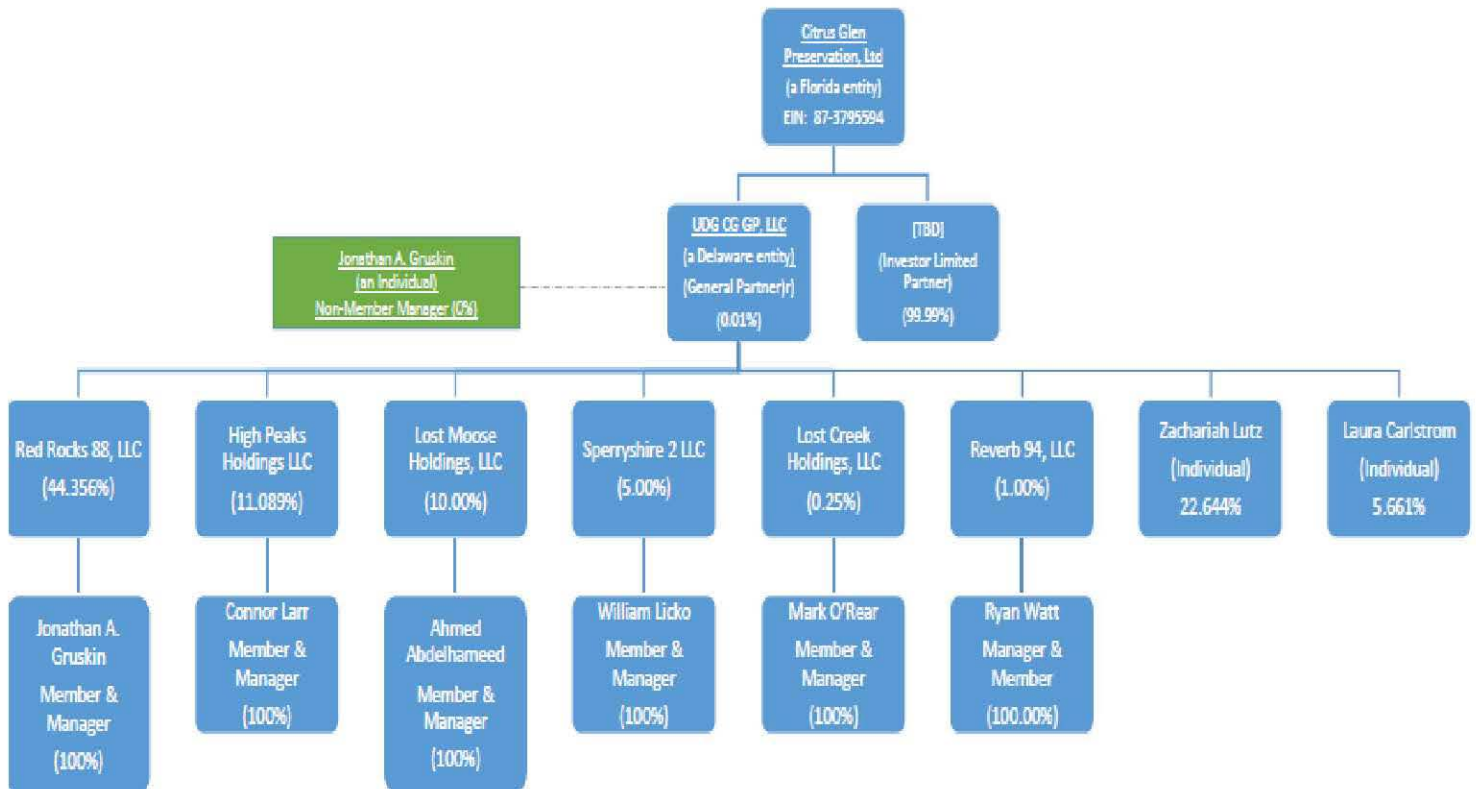


Exhibit C – Current Developer Organizational Structure

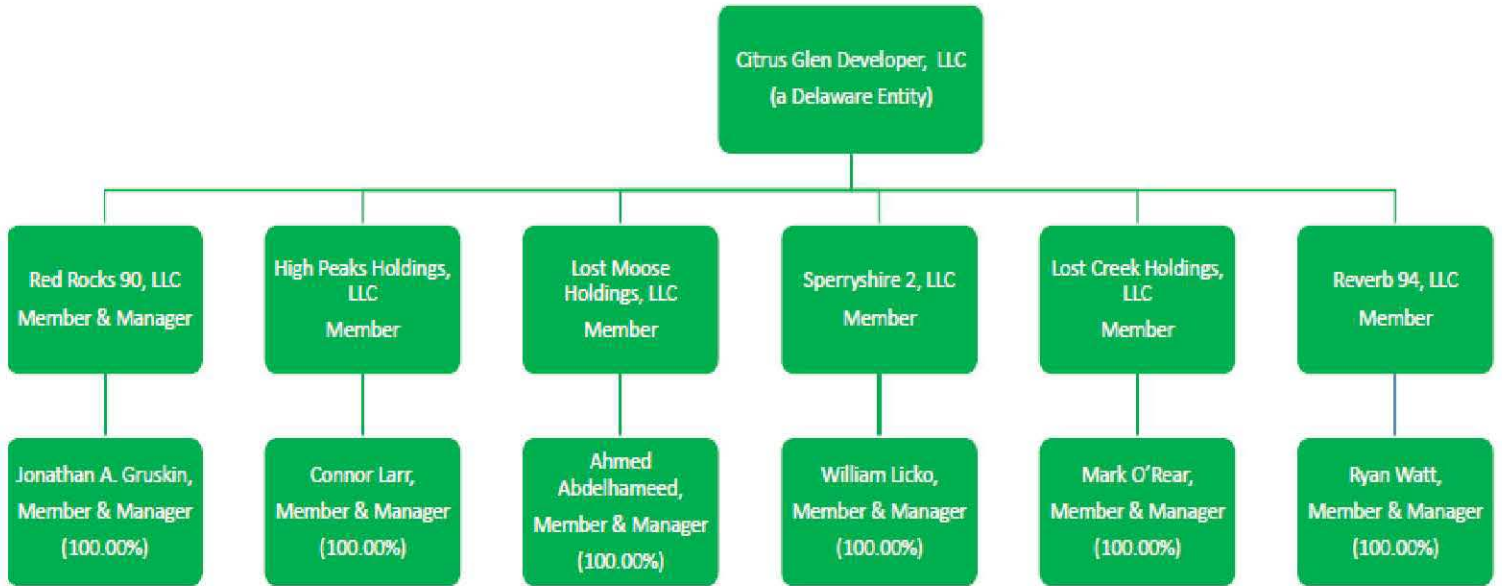
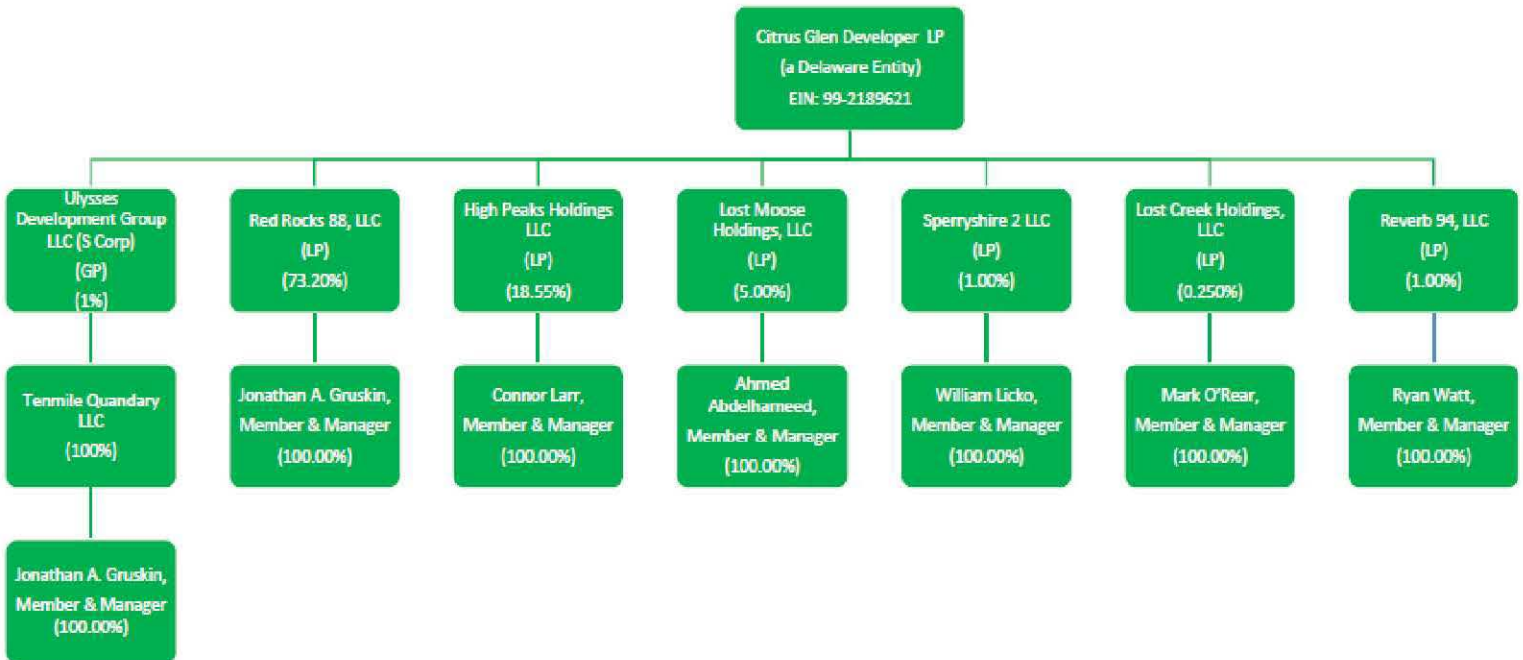


Exhibit D – Proposed Developer Organizational Structure



STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

CASE NO. _____

AMC HTG 2, Ltd.,
a Florida limited partnership,

Petitioner,

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.
_____ /

FHFC CASE NO. 2024-026VW

Application No. 2021-323S/2020-528C/2023-257V

RFA 2021-208/2023-211

RECEIVED

JUNE 6 2024 11:50 AM

FLORIDA HOUSING
FINANCE CORPORATION

PETITION FOR WAIVER OF RULE 67-48.0072(26) F.A.C. (6/23/20)

Petitioner, AMC HTG 2, Ltd. (the “Petitioner”), by and through its undersigned counsel, hereby petitions Respondent, Florida Housing Finance Corporation (“Florida Housing”), for a waiver of Rule 67-48.0072(26), Florida Administrative Code (“F.A.C.”) (June 23, 2020) so that it may extend the SAIL closing deadline of June 10, 2024. Petitioner experienced a series of delays beyond its control, as outlined in more detail below. Accordingly, Petitioner is requesting another 90-day extension of the loan closing deadline. In support, Petitioner states as follows:

1. THE PETITIONER

The address, telephone, facsimile numbers and e-mail address for Petitioner and its qualified representative are:

Matthew A. Rieger
AMC HTG 2, Ltd.
3225 Aviation Ave., 6th Floor
Coconut Grove, FL 33133
Telephone: (305) 860-8188
Fax: (305) 639-8427
Email: mattr@htgf.com

The address, telephone number, facsimile number, and e-mail address of Petitioner’s counsel are:

Brian J. McDonough, Esq.
Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
150 West Flagler Street
Suite 2200
Miami, Florida 33130
Telephone: 305-789-3350
Fax: 305-789-3395
Email: Bmcdonough@stearnsweaver.com

Bridget Smitha
Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
106 East College Avenue, Suite 700
Tallahassee, FL 32301
Telephone: 850-329-4852
Fax: 850-329-4844
Email: BSmitha@stearnsweaver.com

2. DEVELOPMENT BACKGROUND

The following information pertains to the development (the “Development”) underlying
Petitioner’s application:

- Development Name: Courtside Apartments, Phase II
- Development Address: NW 17th Street, NW 17th Street and NW 3rd Avenue, Miami; and NW 4th Avenue, NW 4th Avenue and NW 17th Street, Miami
- County: Miami-Dade
- Developer: AMC HTG 2 Developer, LLC
- Number of Units: 120 newly constructed units
- Type: Mid-Rise 5-6 Stories
- Set Asides: 15% @ 30% AMI (SAIL & 4% HC); 10% @ 50% AMI (SAIL & 4% HC); 20% @ 60% AMI (SAIL & 4% HC); 55% @ 70% AMI (SAIL & 4% HC) (Workforce)
- Demographics: Workforce
- Funding: \$2,750,000 State Apartment Incentive Loan (SAIL); \$25,726,580 Housing Credits (4% HC); \$4,300,000 Viability; \$30,000,000 HFAMD Bonds

3. WAIVER IS PERMANENT

The waiver being sought is permanent in nature.

4. THE RULE FROM WHICH WAIVER IS REQUESTED

Petitioner seeks a waiver of Rule 67-48.0072(26),¹ effective June 23, 2020, which provides:

For SAIL, EHCL, and HOME, unless stated otherwise in a competitive solicitation, these Corporation loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 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 shall 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 120 Calendar Day or 180 Calendar Day period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after 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.

Id. (emphasis added).

5. STATUTES IMPLEMENTED BY THE RULE

The Rule implements Section 420.5087 (State Apartment Incentive Loan Program), Section 420.5089 (HOME Investment Partnership Program; HOME Investment Partnership

¹ RFA 2021-208 states: "Workforce SAIL loans must meet the credit underwriting, firm loan commitment, and loan closing timeframes outlined in paragraph 67-48.0072(4)(c), F.A.C., and subsections 67-48.0072(21) and (26), F.A.C." *Id.* at p. 90. The RFA also states: "The SAIL loan must close within the timeframe outlined in Rule Chapter 67-48, F.A.C." *Id.* at p. 103.

Fund), and Section 420.5099 (creating the Housing Credits Program) of the Florida Housing Finance Corporation Act (the “Act”).²

6. JUSTIFICATION FOR GRANTING WAIVER OF THE RULE

a. Petitioner timely submitted the Application for the Development on April 20, 2021 in response to RFA 2021-208 (SAIL Financing for the Construction of Workforce Housing) (the “RFA”).

b. The Development received an allocation of the 2021 Housing Credit dollar amount meeting the requirements of Section 42(h)(1)(E) and (F) of the Internal Revenue Code of 1986 as amended (“Tax Credits”) and Petitioner accepted an invitation to enter credit underwriting dated July 12, 2021.

c. Although the Rule provides that the firm loan commitment must be issued within twelve months of acceptance to enter credit underwriting, it also provides that Petitioner may request one extension of up to six months. Petitioner exercised this right and Florida Housing’s Board approved the extension request on June 17, 2022 to extend the deadline from July 15, 2022 to January 15, 2023. Petitioner paid the extension fee required by the Rule. Petitioner received Board approval for a Petition for Waiver of Rule 67-48.0072(21)(b), F.A.C. (6/23/20) on December 9, 2022 for an additional extension for the deadline for firm loan commitment issuance deadline from January 15, 2023 to July 15, 2023. The firm loan commitment issuance deadline was extended to January 15, 2024 as approved by the Board on June 9, 2023.

d. The extension was requested due to a multitude of issues beyond the Petitioner’s control which have caused a significant delay in the timeline for this Development which include rising construction costs, interest rates, insurance costs, and prevailing wages. The project’s

² The Act is set forth in Sections 420.50 through 420.55 of the Florida Statutes.

financing gap has risen substantially. To address the financing gap, Petitioner applied for 30 LIHTC Project Based Voucher Units through the HUD Subsidy Layering Review process which has been approved.

e. The Development is located on a Miami-Dade County owned site with existing structures and is adjacent to a City of Miami owned site with shared parking and access. This has required the Petitioner to solve an array of legal and planning issues between the County and City. These legal issues have affected the Petitioner's ability to attain timely site plan approval from the City of Miami, which is underway in a lengthy review process.

f. On September 11, 2023, Florida Housing issued a firm commitment for the SAIL. Pursuant to RFA 2021-208, the loan was required to close within 180 calendar days of the date of the firm commitment (*i.e.*, March 11, 2024). However, pursuant to the Rule, an extension of that closing deadline of 90 calendar days was approved by Florida Housing's Board on March 26, 2024, extending the loan closing deadline to June 10, 2024.

g. Because Petitioner exercised the single extension allowed under the Rule, Petitioner must request via this Petition a waiver of the Rule to allow an additional extension. The need for the extension was created by forces outside of Petitioner's control.

h. Specifically:

- Petitioner was required to obtain an Agreement to Enter into a Housing Assistance Payments ("AHAP") Contract from Miami-Dade County in order to close. Unfortunately, prerequisites for AHAP approval included time-consuming subsidy layer review and environmental clearances.
- Obtaining comments with regard to its ground lease from the underwriters was also very time-consuming.

- Permitting at the City of Miami was delayed based upon an apparent lack of coordination amongst major departments.

i. Due to delays related to requirements of the City of Miami, Petitioner does not believe it will be able to satisfy the current loan closing deadline.

j. Thus, Petitioner is in need of a Rule waiver to obtain a second 90-day extension of the loan closing deadline.

k. As set forth above, this request was not necessitated through any fault of Petitioner. Rather, Petitioner exercised due diligence in attempting to move the Development towards construction.

l. If the Petition is denied, the firm loan commitment will be deemed void and the funds de-obligated per Rule 67-48.0072(26), F.A.C. Because the Development cannot move forward without this funding source, the denial would cause Miami-Dade County to lose these 120 affordable housing units.

m. This Petition should be granted, as opposed to de-obligating the award, because Miami-Dade County is currently experiencing a shortage of affordable housing units. Granting the Petition will result in the delivery of 120 affordable housing units much faster than would reallocating the funding to a new development in light of the progress Petitioner has made to date.

n. Under Section 120.542(1), *Fla. Stat.*, and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the

application of the rule would: (1) create a substantial hardship or, violate principles of fairness,³ and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. *See* § 120.542(2), Fla. Stat.

o. In this instance, Petitioner meets the standards for a waiver of the Rule. The requested waiver will not adversely impact the Development or Florida Housing and will ensure that 120 affordable housing units will be preserved and made available for the target population in Miami-Dade County, Florida. The strict application of the Rule would cause the preliminary commitment to be withdrawn. Further, the waiver will serve the purposes of the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State. By granting this waiver, and further ensuring the development of 120 affordable housing units in Miami-Dade County, Florida Housing would recognize the goal of increasing the supply of affordable housing through private investment in persons of low-income, and recognizing the economic realities and principles of fundamental fairness in developing affordable housing. *See* § 420.5099(2), Fla. Stat.

p. The foregoing demonstrates the hardship and other circumstances justifying this Petition.

q. Should Florida Housing require additional information, Petitioner is available to answer questions and to provide all information necessary for consideration of this Petition.

³ “Substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. *See* § 120.542(2), Fla. Stat.

Florida Housing Finance Corporation

Credit Underwriting Report

Maison at Solivita Marketplace

MMRB and 4% Non-Competitive Housing Credits

2022-104B / 2022-556C

Section A Report Summary

Section B Loan Conditions and HC Allocation Recommendation and Contingencies

Section C Supporting Information and Schedules

Prepared by

Seltzer Management Group, Inc.

Final Report

June 14, 2024

MAISON AT SOLIVITA MARKETPLACE

TABLE OF CONTENTS

	<u>Page</u>
Section A	
Report Summary	
➤ Recommendation	A1-A8
➤ Overview	A9-A13
➤ Uses of Funds	A14-A20
➤ Operating Pro Forma	A21-A23
Section B	
Loan Conditions and HC Allocation Recommendation and Contingencies	B1-B7
Section C	
Supporting Information and Schedules	
➤ Additional Development and Third Party Information	C1-C6
➤ Borrower Information	C7-C10
➤ Guarantor Information	C11-C12
➤ Syndicator Information	C13
➤ General Contractor Information	C14-C15
➤ Property Manager Information	C16
Exhibits	
15 Year Pro Forma	1
Features and Amenities and Resident Programs	2 1-2
Completeness and Issues Checklist	3 1-2
HC Allocation Calculation	4 1-3

SMG

Section A
Report Summary

JUNE 14, 2024

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Recommendation

Seltzer Management Group, Inc. (“SMG”, “Seltzer”, or “Servicer”) recommends Florida Housing Finance Corporation (“FHFC” or “Florida Housing”) approve Multifamily Mortgage Revenue Bond (“MMRB”) in the amount of \$91,000,000, and award an Annual Housing Credit (“HC”) allocation of \$8,145,694, for the construction and permanent financing of Maison at Solivita Marketplace (“Development”).

DEVELOPMENT & SET-ASIDES

Development Name: Maison at Solivita Marketplace

RFA/Program Numbers: 2022-104B / 2022-556C

Address: Marigold Avenue and Stepping Stone Boulevard

City: Kissimmee Zip Code: 34758 County: Osceola County Size: Medium

Development Category: New Construction Development Type: Garden Apts (1-3 Stories)

Construction Type: Wood Frame

Demographic Commitment:
Primary: Family for 100% of the Units

Unit Composition:
of ELI Units: 0 ELI Units Are Restricted to AMI, or less. Total # of units with PBRA? 0
of Link Units: 0 Are the Link Units Demographically Restricted? No # of NHTF Units: 0

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
2	2.0	120	923	60%			\$1,303	\$119	\$1,184		\$1,184	\$1,184	\$1,184	\$1,704,960
3	2.0	84	1,220	60%			\$1,506	\$149	\$1,357		\$1,357	\$1,357	\$1,357	\$1,367,856
3	2.0	96	1,215	60%			\$1,506	\$149	\$1,357		\$1,357	\$1,357	\$1,357	\$1,563,264
4	2.0	96	1,383	60%			\$1,680	\$177	\$1,503		\$1,503	\$1,503	\$1,503	\$1,731,456
		396	462,648											\$6,367,536

Buildings: Residential - 15 Non-Residential - 1
Parking: Parking Spaces - 629 Accessible Spaces - 28

Set Asides:

Program	% of Units	# of Units	% AMI	Term (Years)
MMRB	100.0%	396	60%	30
HC	100.0%	396	60%	30

Absorption Rate: 25 units per month for 16 months.

Occupancy Rate at Stabilization: Physical Occupancy 96.00% Economic Occupancy 95.00%
Occupancy Comments New Construction

DDA: Yes QCT: No Multi-Phase Boost: No QAP Boost: No
Site Acreage: 20.20 Density: 19.6040 Flood Zone Designation: X
Zoning: PD, Planned Development Flood Insurance Required?: No

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

DEVELOPMENT TEAM		
Applicant/Borrower:	Kissimmee Leased Housing Associates III, LLLP	% Ownership
General Partner	Kissimmee Leased Housing Associates III, LLC	
Limited Partner	Truist Community Capital, LLC, or an affiliate	
Limited Partner	Kissimmee Leased Housing Associates QOF I, LLC	
Special LP	CDC Special Limited Partner, L.L.C.	
Construction Completion Guarantor(s):		
CC Guarantor 1:	Kissimmee Leased Housing Associates III, LLLP	
CC Guarantor 2:	Kissimmee Leased Housing Associates III, LLC	
CC Guarantor 3:	Dominium Holdings I, LLC	
CC Guarantor 4:	Dominium Holdings II, LLC	
CC Guarantor 5:	Devon M. Quist	
CC Guarantor 6:	Mark S. Moorhouse	
CC Guarantor 7:	Kissimmee Leased Housing Associates QOF I, LLC	
Operating Deficit Guarantor(s):		
OD Guarantor 1:	Kissimmee Leased Housing Associates III, LLLP	
OD Guarantor 2:	Kissimmee Leased Housing Associates III, LLC	
OD Guarantor 3:	Dominium Holdings I, LLC	
OD Guarantor 4:	Dominium Holdings II, LLC	
OD Guarantor 5:	Devon M. Quist	
OD Guarantor 6:	Mark S. Moorhouse	
OD Guarantor 7:	Kissimmee Leased Housing Associates QOF I, LLC	
Bond Purchaser	<u>Construction:</u> Series A- Deutsche Bank / Series B-Public Offering <u>Permanent:</u> Grandbridge/Freddie Mac TEL	
Developer:	Kissimmee Leased Housing Development III, LLC	
Principal 1	Polaris Holdings I, LLC	
Principal 2	Dominium SVP Plan (PSMM), LLC	
General Contractor 1:	WD Construction, LLC	
Management Company:	Dominium Florida Management Services, LLC	
Syndicator:	Truist Community Capital, LLC, or an affiliate ("Truist Capital")	
Bond Issuer:	FHFC	
Architect:	Bessolo Design Group, Inc.	
Market Study Provider:	CBRE Valuation and Advisory Services ("CBRE")	
Appraiser:	CBRE	

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

PERMANENT FINANCING INFORMATION						
	1st Source	2nd Source	3rd Source	4th Source	5th Source	Other
Lien Position	1st Mortgage	2nd Mortgage				
Lender/Grantor	FHFC/ Grandbridge/ Freddie Mac	Polaris Capital, LLC - Taxable				
Amount	\$53,556,000	\$9,000,000				
Underwritten Interest Rate	5.73%	9.00%				
Loan Term	15.0	45.0				
Amortization	40.0	45.0				
Market Rate/Market Financing LTV	53.0%	61.9%				
Restricted Market Financing LTV	72.2%	84.3%				
Loan to Cost - Cumulative	30.3%	35.3%				
Debt Service Coverage	1.100	0.894				
Operating Deficit & Debt Service Reserves	\$1,418,757					
# of Months covered by the Reserves	6.2					
Deferred Developer Fee			\$24,757,358			
As-Is Land Value			\$8,900,000			
Market Rent/Market Financing Stabilized Value			\$101,100,000			
Rent Restricted Market Financing Stabilized Value			\$74,200,000			
Projected Net Operating Income (NOI) - Year 1			\$3,924,878			
Projected Net Operating Income (NOI) - 15 Year			\$4,686,664			
Year 15 Pro Forma Income Escalation Rate			2.00%			
Year 15 Pro Forma Expense Escalation Rate			3.00%			
Bond Structure	Construction: Series A-Private Placement draw down Tax Exempt Note placed by Deutsche Bank / Series B-Public Offering Aaa, cash collateralized with proceeds from Truist bridge loan Permanent: Grandbridge/Freddie Mac TEL					
Housing Credit (HC) Syndication Price			\$0.95			
HC Annual Allocation - Qualified in CUR			\$8,145,694			
HC Annual Allocation - Equity Letter of Interest			\$8,212,022			

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

CONSTRUCTION/PERMANENT SOURCES:				
Source	Lender	Construction	Permanent	Perm Loan/Unit
FHFC - MMRB	FHFC MMRN / Deutsche Bank	\$61,000,000	\$0	\$0.00
FHFC - MMRB	FHFC/ Grandbridge/ Freddie Mac	\$0	\$53,556,000	\$135,242.42
Regulated Mortgage	Truist-Taxable	\$27,959,721	\$0	\$0.00
FHFC - MMRB	FHFC MMRB / Truist Tax-Exempt	\$30,000,000	\$0	\$0.00
Self-Sourced: Non-Bond	Polaris Capital, LLC - Taxable	\$9,000,000	\$9,000,000	\$22,727.27
HC Equity	Truist Capital	\$11,699,791	\$77,998,606	\$196,966.18
Deferred Costs - Other	Development	\$2,837,514	\$24,757,358	\$62,518.58
Deferred Developer Fee	Developer	\$24,757,358	\$0	\$0.00
Deferred GC Fee	WD Construction, LLC	\$4,991,987	\$3,745,406	\$9,458.10
Affiliate / Principal	Affiliate Equity & Affiliate Loan	\$4,790,637	\$7,979,638	\$20,150.60
TOTAL		\$177,037,008	\$177,037,008	\$447,063.15

Financing Structure:

Applicant submitted to FHFC an Application for MMRB with Non-Competitive Housing Credits. Applicant applied for \$82,440,000 in Florida Housing Bonds. Subsequently, Applicant requested the Bonds be increased to \$100,000,000, finally adjusted by the Applicant to \$91,000,000.

The Construction Period Tax-Exempt Bonds and/or Note (“Bonds”, “MMRB”, “Note”, or “MMRN”, collectively) will be structured in two series as follows:

- \$61,000,000 direct placement MMRN by Deutsche Bank. The Note will be sold via a negotiated private placement by Stifel, Nicolaus & Company, Inc. (“Stifel”).
- \$30,000,000 MMRB (“Cash Collateralized Bonds”). The Cash Collateralized Bonds are a standard short term, cash collateralized structure through a negotiated public offering by Stifel. The proceeds will be used to acquire State and Local Government Series (“SLGS”) or Treasuries that upon their maturity will be sufficient to pay principal and interest on the Cash Collateralized Bonds when due. The Cash Collateralized Bonds will be redeemed in full with proceeds held in the Collateral Account under the Trust Indenture upon conversion to permanent financing.

Permanent Period Tax-Exempt Note will be structured as follows:

- The direct placement Tax-Exempt Governmental Note will be purchased by Grandbridge Commercial Mortgage (“Grandbridge”) pursuant to a forward commitment with the Federal Home Loan Mortgage Corporation (“Freddie Mac”) upon conversion to permanent financing under the Freddie Mac TEL program.

The Applicant anticipates a 32-month construction period. However, SMG has used a 35 month construction/stabilization period.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Changes from the Application:

COMPARISON CRITERIA	YES	NO
Does the level of experience of the current team equal or exceed that of the team described in the application?	X	
Are all funding sources the same as shown in the Application?		1-4
Are all local government recommendations/contributions still in place at the level described in the Application?	X	
Is the Development feasible with all amenities/features listed in the Application?	X	
Do the site plans/architectural drawings account for all amenities/features listed in the Application?	X	
Does the Applicant have site control at or above the level indicated in the Application?	X	
Does the Applicant have adequate zoning as indicated in the Application?	X	
Has the Development been evaluated for feasibility using the total length of set-aside committed to in the Application?	X	
Have the Development costs remained equal to or less than those listed in the Application?		5
Is the Development feasible using the set-asides committed to in the Application?	X	
If the Development has committed to serve a special target group (e.g. elderly, large family, etc.), do the development and operating plans contain specific provisions for implementation?	X	
HOME ONLY: If points were given for match funds, is the match percentage the same as or greater than that indicated in the Application?	N/A	
HC ONLY: Is the rate of syndication the same as or greater than that shown in the Application?	X	
Is the Development in all other material respects the same as presented in the Application?		6-7

The following are explanations of each item checked "No" in the table above:

1. On February 6, 2024, the Applicant requested from FHFC an increase in bond allocation from \$82,440,000 to \$100,000,000 (an increase of \$17,560,000). The request was approved by FHFC staff on February 16, 2024. The current Bond amount is for \$91,000,000.
2. Applicant has changed its first mortgage construction loan lender from Barclays Bank PLC ("Barclays") to Deutsche Bank Securities, Inc. ("DB"). The first mortgage amount will remain the same with a new interest rate.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

3. Since the FHFC Application, the tax-exempt permanent financing from Grandbridge as of April 23, 2024 has increased from \$42,576,137 to \$54,120,000. However, Seltzer has underwritten the loan not to exceed \$53,556,000.
4. Per the FHFC Application, Truist was to provide a construction phase loan in the amount of \$101,329,515 that consist of a senior series of \$76,000,000, a subordinate series of \$6,440,000, and a taxable tail of \$18,889,515. Per a term sheet dated January 28, 2024, Truist is now providing two construction loans in the amounts up to \$35,000,000 and \$30,000,000. The taxable and tax-exempt loan amounts have been underwritten in the amounts of \$27,959,721 and \$30,000,000, respectively.
5. Polaris Capital, LLC (a related party) will provide a taxable note not to exceed \$9,000,000 for construction and permanent financing. See *Permanent Financing Sources* section for additional detail.
5. Total Development Costs have increased \$47,087,154, from \$129,949,854 to \$177,037,008, due mainly to increases in construction costs following the increase of 96 units, hard cost contingency, FHFC Administrative Fees, lender inspection fees, financing fees, developer fee and reserves. This represents a total development budget increase of approximately 36.23%.
6. Applicant will be required to provide additional equity for a funding gap during the construction period estimated at \$4,790,637 and \$7,733,638 during the permanent period. Kissimmee Leased Housing Associates III, LLC or an affiliate of the Applicant provided a pledge of equity, dated April 2, 2024, up to \$14,500,000. Applicant will be required to fund 100% of the funding gap for both the construction and permanent period prior to or concurrent with closing.

The annual housing credits increased from \$6,389,878 to \$8,212,022, the equity per credit dollar increased from \$0.93 to \$0.95, and total equity capital contributions increased from \$59,413,980 to \$77,998,606.

7. On February 6, 2024, the Applicant requested the following changes and was approved by Florida Housing staff on February 16, 2024:

*Increase to the total number of units from 300 to 396, an increase of 96 units (A Rule Waiver was approved at the July 21, 2023 FHFC Board Meeting (see Waiver Section below));

*Increase to the total number of residential Buildings from 11 to 15, an increase of 4 buildings; and

*The follow changes to the unit mix

From Application		As Approved 2/16/24	
Number of Bedrooms/Bathrooms per Unit	Number of Units Per Bedroom/Bathroom Type	Number of Bedrooms/Bathrooms per Unit	Number of Units Per Bedroom/Bathroom Type
2 Bed / 2 Bath	108	2 Bed / 2 Bath	120
3 Bed / 2 Bath	132	3 Bed / 2 Bath	180
4 Bed / 2 Bath	60	4 Bed / 2 Bath	96

These changes have no substantial material impact to the MMRB or HC recommendations for this development.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Does the Development Team have any FHFC Financed Developments on the Past Due/Noncompliance Report?

Florida Housing's Past Due Report dated May 17, 2024 reflects the following past due item(s): None

The Asset Management Noncompliance Report dated October 18, 2023 reflects the following noncompliance item(s).

- Aria Landings I – Failure to meet Uniform Physical Condition Standards for buildings. According to the Compliance Department of AmeriNat, the repairs were anticipated to be completed by February 28, 2024. On February 29, 2024, AmeriNat stated the Developer has pushed the completion of the repairs to May 14, 2024. However, the Developer provided a March 26, 2024 Letter from AmeriNat stating all noted discrepancies appear to have been satisfactorily corrected and the Letter serves as the official close-out for the review.

This recommendation is subject to satisfactory resolution of any outstanding past due and/or noncompliance items prior to loan closing and the issuance of the annual HC Allocation Recommendation herein.

Strengths:

1. The appraiser, CBRE, notes the average occupancy rate for like-kind properties within the Primary Market Area ("PMA") is 95.2%. Occupancy is high and demand for units appears prevalent. Therefore, CBRE concluded that there is adequate demand for the Subject in the current market environment.
2. Although the Borrower, general partner and developer are newly formed, the principals of the Developer, General Partner, Management Company, and General Contractor have sufficient experience and financial resources to develop, construct, and operate the proposed Development.

Other Considerations: None

Waiver Requests/Special Conditions:

1. On July 5, 2023, the Applicant submitted a Rule Waiver requesting to increase the total number of units above the 300 unit limitation. On July 21, 2023, the Board approved the Rule Waiver increasing the total number of units from 300 to 396, an increase of 96 units.
2. Applicant will be required to fund 100% of the funding gap (\$7,733,638) for both the construction and permanent period prior to closing.

Additional Information:

1. With Truist Community Capital, LLC ("Truist Capital") serving as both the second mortgage lender and the tax credit syndicator for this transaction, there are concerns related to a potential substantial user issue. The Applicant was informed that FHFC will not close if there is a substantial user issue, and the Applicant acknowledged and confirmed that there will be no substantial user issue in connection to this transaction. FHFC Legal Counsel will review this concern to determine if there is a substantial user issue, per the Special Condition in Section B of the CUR.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

2. Seltzer received a copy of the Third Amended and Restated Operating Agreement of Polaris Holdings I, LLC (100% Owner of the Developer entity and 95% Owner of the Applicant's Class B Special Limited Partner).

As provided by the Applicant, the Applicant entity's organizational chart reflects the following Members of Polaris Holdings I, LLC: Paul Sween (40.7895%), Mark Moorhouse (40.7895%) and Devon Quist (18.4210%). These ownership percentages are associated with the future profits from the Development's ongoing operations, but not Developer Fees.

As provided by the Applicant, the Developer entity's organizational chart reflects the following Members of Polaris Holding I, LLC: Paul Sween (38.25%), Armand Brachman (38.25%) and Mark Moorhouse (23.50%). These percentages are associated with voting rights and do not represent their ownership in the entity overall.

While the actual ownership percentages of the Members/Owners of Polaris Holdings I, LLC were not provided, prior documentation confirmed the following list of Class A Members/Owners (Class B Members excluded):

Jeffrey R. Huggett	Ronald G. Mehl
Christopher P. Barnes	Brendt D. Rusten
Mark G. Sween	Jeffrey S. Spicer
Ryan J. Lunderby	Owen C. Metz
Nicholas C. Andersen	Estate of Jack W. Safar

3. According to the Closing Statement for acquisition of the land, the total acquisition amount is \$8,362,000, comprised of \$7,000,000 for the land and \$1,362,000 for site improvements (e.g. fill dirt and expansion of an offsite connecting road). The vacant land appraised value is \$8,900,000, which supports the purchase price.
4. The Borrower has indicated they prefer a bond structure that is somewhat based on the Variable Rate Demand Obligations ("VRDOs") structure they utilized in another state. Following discussion and guidance from their legal counsel, FHFC Staff ruled on May 28, 2024 that they are not in a position to recommend to the FHFC Board acceptance of this structure.
5. The Applicant applied with Kissimmee Leased Housing Associates QOF I, LLC as the 0.01% Non-Investor Limited Partner of the Applicant Entity. However, the Applicant provided a copy of the initial Limited Partnership Agreement reflecting PM LLC as the 0.01% partner. Confirmation that Kissimmee Leased Housing Associates QOF I, LLC will remain the Non-Investor Limited Partner of the Applicant Entity is a condition to close. The Application, as incorporated by rule, does not allow changes to the Applicant Entity prior to loan closing.

Issues and Concerns:

1. Dominion is currently a defendant in a class-action lawsuit, with more than 3,000 former and current residents as plaintiffs, that alleges Dominion received HC Eligible basis from the construction of

income-producing parking spaces at affordable housing developments in Minnesota. Dominion estimated their potential financial liability stemming from the class action lawsuit in Hennepin County is between \$10,000,000 and \$15,000,000. This estimate corresponds to full reimbursement of parking fees to the residents. Currently, Dominion elected not to reflect this lawsuit as a contingent liability, based on the belief it lacks a reasonable probability of occurrence.

2. According to the fully executed Grandbridge Revised Index Lock Agreement dated March 27, 2023, the index rate was locked in at 3.36% and the spread at 2.15% for an “all-in” interest rate of 5.51% until September 25, 2023. On September 20, 2023, Applicant provided an email from Grandbridge memorialized an extension of the Index Lock until December 25, 2023. The index remained at 3.36% but the spread increased from 2.15% to 2.33% for an “all-in” interest rate of 5.69%. The index rate was locked at 3.36% on May 4, 2023, with a spread of 2.18%, for an “all-in” interest rate of 5.54%. The Index Lock was in effect until September 25, 2023. Applicant provided an email from Grandbridge memorializing an extension of the Index Lock to December 25, 2023. The spread increased from 2.18% to 2.33%, for an “all-in” interest rate of 5.69%. Applicant provided a January 26, 2024 Term Sheet from Grandbridge, stating the spread of 2.35% was extended to April 25, 2024. The index remains locked at 3.36%. Grandbridge provided an email dated April 22, 2024 stating they received confirmation from Freddie Mac that they have now agreed to extend the index lock from April 30, 2024 to July 31, 2024, for an additional two basis points of spread to be added to the spread evidenced by the latest LOI from Grandbridge dated April 5, 2024. Therefore, the index rate will remain locked at 3.36% and the spread will increase from 2.35% to 2.37%, for an “all-in” interest rate of 5.73%.

Currently, the Debt Service Coverage (“DSC”) ratio, incorporating all FHFC Bonds and associated fees with the Index Lock rate, has been sized to a DSC of 1.100x to 1.00x. Should the Index Lock expire, an update to the prevailing 10-Year U.S. Treasury rate to 4.62% (from 3.36%) would result in a DSC ratio of 0.948x to 1.00. Under such circumstances, the Development would receive a negative recommendation from credit underwriting for FHFC MMRBs.

3. In order to balance the Sources and Uses of funds at the time of conversion to permanent financing, it is estimated that the Developer must defer 100% of the Developer Fees and more than 90% of the Borrower's share of the Joint-Venture General Contractor's Fee. Furthermore, an Affiliate of the Borrower is obligated to contribute at least \$7,733,638 to bridge the funding gap in the permanent period. Applicant provided a pledge of equity, dated April 2, 2024, up to \$14,500,000. Applicant will be required to fund 100% of the funding gap for both the construction and permanent period prior to or concurrent with closing.
4. Two of the main Guarantors, Dominion Holdings I, LLC (“DHI”) and Dominion Holdings II, LLC (“DHII”) have \$2,637,783,990 and \$2,901,640,372, respectively, in Contingent Liabilities as of December 31, 2023. A large portion of the companies’ assets are in real estate owned by partnerships. The combined Current Assets of DHI and DHII (\$17,888,152) is approximately equal to 0.62% of the outstanding contingent liabilities (\$2,901,640,372). The Contingent Liabilities do not include the estimated \$10,000,000 - \$15,000,000 in potential obligations from the class action lawsuit referenced above.
5. The Appraiser has agreed and included the Applicant’s Home Owner Association (“HOA”) fees of \$226 per unit (or \$89,496), which are below the range of the expense comparables.

Mitigating Factors:

1. FHFC Legal Counsel will review the current status of the ongoing class-action litigation and determine if it is likely to impair the related-party Applicant, Developer, General Contractor, and Property Manager from being able to successfully construct, lease-up, and operate the Development.
2. Seltzer will conduct a recalculation of the DSC ratio before the transaction closes. In the event that the Index Lock expires before closing and leads to a decrease in the DSC ratio, the transaction will undergo additional underwriting scrutiny and a review by FHFC. Should this further review of the DSC ratio result in a figure below 1.10x : 1.00, the Development will be issued a negative recommendation and will not close.
3. To avoid violating FHFC's policy that prohibits trending rents for underwriting purposes, and to guarantee the availability of the Affiliate funds needed to convert to permanent financing, the Affiliate funds shall be deposited with the Trustee, or through an alternative restricted-access mechanism sanctioned by the FHFC, no later than the date of closing. This requirement will secure the funds and ensure their accessibility for the intended purpose at the necessary time. If at a later date the Development is approved for a larger first mortgage, the amount of Affiliate funds needed to convert to the permanent phase may be reduced, resulting in a release of any excess funds.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Recommendation:

SMG recommends FHFC approve the Applicant's request for \$91,000,000 in MMRB and a 4% Non-Competitive HC allocation in the annual amount of \$8,145,694 to Maison at Solivita Marketplace for Construction/Permanent Financing.

This recommendation is based upon the assumptions detailed in the Report Summary (Section A) and Supporting Information and Schedules (Section C). In addition, this recommendation is subject to the MMRB Loan Conditions and HC Allocation Recommendation and Contingencies (Section B). The reader is cautioned to refer to these sections for complete information.

This recommendation is only valid for six months from the date of the report.

Prepared by:

Reviewed by:



Keith Whitaker
Senior Credit Underwriter



Josh Scribner
Credit Underwriting Manager

Overview

Construction Financing Sources

Source	Lender	Applicant	Revised Applicant	Underwriter	Interest Rate	Construction Debt Service
First Mortgage	FHFC MMRN / Deutsche Bank	\$76,000,000	\$61,000,000	\$61,000,000	8.04%	\$8,680,788
Co-Second Mortgage	Truist-Taxable	\$6,440,000	\$27,959,721	\$27,959,721	8.83%	\$4,369,848
Co-Second Mortgage	FHFC MMRB / Truist Tax-Exempt Bridge	\$18,889,514	\$30,000,000	\$30,000,000	8.83%	\$4,688,725
Third Mortgage	Polaris Capital, LLC - Taxable	\$0	\$9,000,000	\$9,000,000	9.00%	\$1,433,700
HC Equity	Truist Capital	\$8,912,097.00	\$11,699,791	\$11,699,791		
Deferred Developer Fee	Developer	\$18,849,205	\$24,863,850	\$24,757,358		
Deferred GC Fee	WD Construction, LLC		\$4,991,987	\$4,991,987		
Def. Development Costs	Deferred Reserve funding	\$859,038	\$3,072,513	\$2,837,514		
Additional Equity	Dominium - Affiliate	\$0	\$246,000	\$4,790,637		
Total		\$129,949,854	\$172,833,862	\$177,037,008		\$19,173,060

Tax Exempt Note/Bonds:

The Tax-Exempt Financing will be issued in two separate series as described below for a total issuance of \$91,000,000:

1. It is anticipated that FHFC will issue \$61,000,000 of first mortgage tax-exempt MMRN, which will be privately placed with Deutsche Bank. Per a term sheet dated May 30, 2024, DB will provide a tax-exempt construction loan. At Conversion, the MMRN will be placed with Freddie Mac (under the Freddie Mac TEL program) through Grandbridge.
2. FHFC will issue \$30,000,000 of tax-exempt, short term, cash collateralized MMRB, which will be underwritten and marketed by Stifel through a Public Offering per a term sheet dated December 8, 2023. Proceeds from the sale of the MMRB will be held by a Trustee and released to the Applicant for the acquisition and construction of the Development. The release of the MMRB proceeds to fund the acquisition and construction of the Development will be restricted, contingent upon a like sum of taxable loan funds being sent to the Trustee and placed in a Collateral Fund. Therefore, the principal and interest of the MMRB will be secured by a cash source at all times until they are fully repaid. It is anticipated that funds from an equity bridge loan will be used to collateralize the MMRB. The Applicant will pay a fixed rate of interest on the MMRB, which is estimated to be 3.90% based on current market conditions. The Bonds will require semiannual interest only payments until the earlier of the maturity date, which is up to 42 months from the date of closing, or the date of redemption. An initial mandatory tender date will be required at 36 months. Investment income derived from the collateral fund is expected to offset the MMRB interest.
3. The annual FHFC Issuer Fee of 24 basis points and the annual Fiscal Agent Fee of \$4,500 are included in the Uses section of this report.

First Mortgage – FHFC MMRN / Deutsche Bank Securities, Inc.:

Seltzer reviewed a May 30, 2024 Term Sheet from DB to provide a tax-exempt construction loan in the amount not to exceed \$61,000,000. DB’s construction loan amount will be limited to the lesser of: i) difference between the full tax-exempt allocation of \$91,000,000 and any shortage in the permanent

sources of the Freddie TEL takeout, ii) maximum loan-to-value of 75% of appraised stabilized value, iii) 80% loan to cost, and iv) \$61,000,000. Terms include 36 monthly interest only payments based on a fixed interest rate, priced at the 3-year Secured Overnight Financing Rate (“SOFR”) Swaps (currently 4.59%), plus 270 basis points. Seltzer has added an interest rate cushion of 0.75% for an “all-in” interest rate of 8.04%. One, six-month extension is allowed with an extension fee of 0.25% of the loan balance. However, per Rule 67-21 the loan must begin amortizing no later than month 37. Therefore, the six-month extension will not be utilized. The loan will be fully funded at closing with any unused loan proceeds deposited with a fiscal agent, subject to DB approval, and drawn down according to a fixed draw/time deposit schedule. DB’s minimum loan draw at closing shall be \$7,000,000 with minimum monthly draws of \$2,500,000 thereafter.

Co-Second Mortgages - Truist Bank Taxable Loan and Bridge Loan:

The Applicant provided a LOI from Truist Bank dated January 28, 2024 providing for two loans during construction. The first loan is a taxable loan up to \$35,000,000, and is currently estimated to be \$27,959,721 that will hold a second mortgage lien. The second loan is a tax-exempt equity bridge loan up to \$30,000,000 with the assignment of the Borrower’s right to receive capital contributions into the Development as collateral. The equity Bridge Loan will be used to collateralize the Cash Collateralized Bonds during construction. Terms of the two loans are the same with a variable interest rate based on the One-Month Term Secured Overnight Financing Rate (“SOFR”) plus a spread of 2.75%. The current One-Month Term SOFR is 5.33% as of June 12, 2024, for an interest rate of 8.08%. Seltzer has added an interest rate cushion of 0.75% for an “all-in” interest rate of 8.83%. Interest only payments will be due monthly for 36 months from the loan closing date, with one, six month extension option available. The full outstanding principal balance shall be due on the maturity date. There is a 1.00% commitment fee on the commitment amounts.

Third Mortgage – Polaris Capital, LLC Taxable Loan:

Polaris Capital, LLC provided an April 18, 2024 Subordinate Cash Flow Note Term Sheet to provide a construction/permanent loan not to exceed \$9,000,000. Terms of the construction loan include 36 months interest only, accruing at a fixed interest rate of 9.00%, with payments deferred until the permanent phase after completion and stabilization. Being the interest accrues during construction, Seltzer underwrites the interest as being paid and included within the development budget.

Other Construction Sources of Funds:

Additional sources of funds for this development include Housing Credit (“HC”) equity in the amount of \$11,699,791, deferred Developer Fee in the amount of \$24,757,358, deferred General Contractor (“GC”) Fee of \$4,991,987, deferred reserve funding of \$2,837,514 and additional equity by an Affiliate of \$4,790,637. See the Permanent Financing section below for Sources of Funds details.

Construction/Stabilization Period:

An October 4, 2023, AIA Standard Abbreviated Form of Agreement between Owner and Contractor with a Guaranteed Maximum Price, reflects WD Construction, LLC (“WDC”) as contractor. The Agreement calls for a date of commencement within seven days of Contractor’s receipt of the Notice to Proceed from the Owner and 14 days after the issuance of the Notice to Proceed, or by January 4, 2024. Substantial completion will be no later than 970 calendar days (approximately 32 months) from the date of

commencement. In CBRE's rental market analysis in the April 19, 2024 Appraisal, the absorption performance of comparable/competitive apartment rentals was analyzed and indicated a range of 19.3 to 42 units per month. Based on this data, CBRE determined an absorption rate of 25.3 units per month. CBRE notes the Development plans to have a phased opening with the first units available for lease approximately twelve months prior to the Development's completion. As such, CBRE assumes the Development will be approximately 75.8% occupied/leased. With a continued level absorption projection, CBRE anticipates the remaining lease-up period will be three months following construction completion. To be conservative, SMG has utilized a 35-month construction/stabilization period for purposes of this credit underwriting report.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Permanent Financing Sources

Source	Lender	Applicant	Revised Applicant	Underwriter	Interest Rate	Amort Yrs.	Term Yrs.	Annual Debt
First Mortgage	FHFC/ Grandbridge/ Freddie Mac	\$42,576,137	\$53,980,000	\$53,556,000	5.73%	40	15	\$3,415,869
Second Mortgage	Polaris Capital, LLC - Taxable	\$6,440,000	\$9,000,000	\$9,000,000	9.00%	45	45	\$824,585
Def. GC Fee	WD Construction, LLC	\$2,670,532	\$3,745,406	\$3,745,406				\$0
HC Equity	Truist Capital	\$59,413,980	\$77,998,606	\$77,998,606				
Def. Developer Fee	Developer	\$18,849,205.00	\$24,863,850	\$24,757,358				
Additional Equity	Dominium - Affiliate	\$0.00	\$246,000	\$246,000				
Additional Equity	Dominium - Affiliate	\$0.00	\$3,000,000	\$7,733,638				
Total		\$129,949,854	\$172,833,862	\$177,037,008				\$4,240,454

First Mortgage – FHFC / Grandbridge / Freddie Mac TEL:

Applicant provided an updated term sheet from Grandbridge Real Estate Capital LLC (“Grandbridge”) dated April 23, 2024 for permanent financing for the Development. Upon the satisfaction of the conditions to conversion, as determined by Grandbridge, Grandbridge will provide under the Multifamily Programs of the Federal Home Loan Mortgage Corporation (“Freddie Mac”) to arrange for a tax-exempt forward commitment for a permanent-only loan for the Development under a Tax-Exempt loan (“TEL”) structure in a loan amount not to exceed \$54,120,000, subject to a maximum 80% loan-to-value ratio and a minimum 1.15x Debt Service Coverage (“DSC”). Currently, the estimated loan amount will not exceed \$53,556,000. Approval of FHFC’s Board will be required if the permanent loan is sized to an amount greater than the current recommended amount of \$53,556,000.

Loan interest will be based on a fixed rate equal to the sum of the 10-year U.S. Treasury rate plus a spread of 2.37%. As of April 22, 2024, the 10-year U.S. Treasury rate is 4.62%, with an “all-in” interest rate of 6.99%. According to the fully executed Grandbridge Revised Index Lock Agreement dated March 27, 2023, the index rate was locked in at 3.36% and the spread at 2.15% for an “all-in” interest rate of 5.51% until September 25, 2023. On September 20, 2023, Applicant provided an email from Grandbridge memorialized an extension of the Index Lock until December 25, 2023. The index remained at 3.36% but the spread increased from 2.15% to 2.33% for an “all-in” interest rate of 5.69%. The index rate was locked at 3.36% on May 4, 2023, with a spread of 2.18%, for an “all-in” interest rate of 5.54%. The Index Lock was in effect until September 25, 2023. Applicant provided an email from Grandbridge memorializing an extension of the Index Lock to December 25, 2023. The spread increased from 2.18% to 2.33%, for an “all-in” interest rate of 5.69%. Applicant provided a January 26, 2024 term sheet from Grandbridge stating the spread of 2.35% was extended to April 25, 2024. Further, the Applicant provided an edited Term Sheet from Grandbridge with an index lock expiration of April 30, 2024. Grandbridge provided an email dated April 22, 2024 stating they received confirmation from Freddie Mac that they have now agreed to extend the index lock from April 30, 2024 to July 31, 2024 for an additional two basis points of spread to be added to the spread evidenced by the latest LOI from Grandbridge dated April 5, 2024. Therefore, the index rate will remain locked at 3.36% and the spread will increase from 2.35% to 2.37%, for an “all-in” interest rate of 5.73%. The term of the loan shall be 15 years with monthly principal and interest payments due to fully amortize the loan over a 40 year schedule.

Annual payments of all applicable fees will be required and are included in the DSC analysis. Fees include Permanent Loan Servicing Fees to be paid annually based on 2.3 basis points of the outstanding tax-exempt Note balance, subject to a minimum monthly fee of \$243, and an hourly fee of \$204 for

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

extraordinary services; Compliance Monitoring Fees based on \$188 per month plus an additional fee per set-aside unit of \$11.58, subject to a minimum monthly fee of \$295; a Fiscal Agent Fee of \$4,500 and an Issuer Fee to be paid annually based on 24 basis points on the outstanding tax-exempt Note balance, subject to a minimum fee of \$10,000.

Other fees payable at closing are a 0.75% Commitment Fee and 0.10% Standby Fee of the loan amount per annum during the construction period, Construction Monitoring Fee and \$10,000 Conversion Fee.

The Note will mature 15 years following termination of the construction phase and conversion to the permanent phase. At maturity, the Applicant may satisfy the loan via refinancing or sale of the Development pending market feasibility. In the event the Applicant is unable to refinance or sell the Development, then an event of default would not be triggered under the loan documents. Instead, a "Mortgage Assignment Event" would occur whereby Freddie Mac agrees to cancel the Note in exchange for an assignment, but the Fiscal Agent, of the mortgage and all other related documents and accounts. The Fiscal Agent would cancel the Note and discharge the lien of the Funding Loan Agreement. Then the Fiscal Agent would assign the mortgage loan and any other related documents and collateral to Freddie Mac, effectively ending the tax-exempt financing provided by FHFC. Under this scenario, the Note will have been redeemed/canceled not by payment of cash but by the assignment of mortgage loan documents; therefore, there is no default. As the new direct mortgagee, Freddie Mac would then be in a position to work with the Applicant to arrive at a resolution without involvement of either FHFC or the Fiscal Agent (as the Note would have been canceled and would no longer be outstanding).

Second Mortgage – Polaris Capital, LLC Taxable:

Polaris Capital, LLC provided an April 18, 2024 Subordinate Cash Flow Note Term Sheet to provide a construction/permanent loan not to exceed \$9,000,000. Terms of the permanent loan include a fixed interest rate at 9.00%, with a term and amortization of 45 years. Debt service will be payable from available cash flow.

Deferred General Contractor Fee:

The General Contractor for this Development is WD Construction, LLC, which is a joint venture between Weis Builders, Inc. ("Weis") and Dominion Construction & Architectural Services, LLC ("DCAS"), a related party. According to the October 4, 2023 Addendum to Master Joint Venture and Operating Agreement ("JV Agreement") of WD Construction, LLC, DCAS may receive 39.27% of Project General Conditions and Overhead Cost and 3% (or 50%) of the 6% GC profit. However, the JV Agreement specifically states that any deferred contractor fees (anticipated to be \$4,991,987) shall be allocated solely to DCAS. DCAS has provided an executed Commitment to Defer Contractor Fee up to \$4,991,987 in both the construction and permanent periods. The Applicant has only requested \$4,991,987 to be deferred in the construction period and \$3,745,406 in the permanent period. General Contractor Fees total \$11,379,412. A note to the Commitment to Defer Contractor Fee states: "Dominium is eligible to defer 100% of the Contractor Fee allocated to it under the JV Addendum. Language in the Addendum specifies that the amount is anticipated to be \$4,991,987, but the final value will be determined at cost certification. The portion of general conditions, overhead, and project allocable to DCAS is based on a split percentage, as such the \$4,991,987 should not be considered an absolute ceiling".

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Housing Credit Equity Investment:

Based upon an April 3, 2024 LOI, Truist Capital, or an affiliate, will provide HC equity as follows:

Capital Contributions	Amount	Percent of Total	When Due
1st Installment	\$11,699,791	15.00%	At closing
2nd Installment	\$15,599,721	20.00%	At Completion
3rd Installment	\$49,529,115	63.50%	Loan Conversion/Stabilization
4th Installment	\$1,169,979	1.50%	Tax Return/8609
Total	\$77,998,606	100.00%	

Annual Tax Credits per Syndication Agreement: \$8,212,022

Total HC Syndication: \$82,103,796

Syndication Percentage (limited partner interest): 99.98%

Calculated HC Exchange Rate (per dollar): \$0.95

Proceeds Available During Construction: \$11,699,791

Sufficient equity proceeds will be disbursed at closing to meet regulatory requirements.

Other Permanent Sources of Funds:

In order to balance the sources and uses of funds after all loan proceeds and capital contributions payable under the Truist Capital commitment have been received, the Developer will have to defer \$24,757,358 of Developer Fee (100% of Developer Fee).

Affiliate Equity:

Applicant provided a commitment from an Affiliate, Kissimmee Leased Housing Associates QOF I, LLC, dated January 24, 2024 to provide up to \$300,000 of equity at closing to fund the permanent financing gap with no interest charged. The current amount needed is \$246,000 and will need to be confirmed and committed prior to closing.

Dominium provided a letter dated April 2, 2024, that delivers a commitment to cause a supplemental pledge of equity of up to \$14,500,000 to be made to the Applicant that will serve as supplemental equity during the permanent phase of the Development. Based on the current budget, the Applicant will be required to provide additional equity in the amount of \$7,733,638.

Note: The Applicant will be required to fund 100% of the funding gap for both the construction and permanent periods at closing.

Uses of Funds

CONSTRUCTION COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
New Rental Units	\$66,174,521.68	\$81,281,521	\$67,072,154	\$169,374	\$356,400
Off-Site Work	\$1,031,818.18			\$0	\$0
Site Work			\$14,209,367	\$35,882	\$2,131,405
Furniture, Fixture, & Equipment				\$0	
Hard Cost Contingency - in Constr. Cont.				\$0	
Constr. Contr. Costs subject to GC Fee	\$67,206,340	\$81,281,521	\$81,281,521	\$205,256	\$2,487,805
General Conditions	\$9,394,736.84	\$4,876,891	\$4,876,891	\$12,315	
Overhead		\$1,625,630	\$1,625,630	\$4,105	
Profit		\$4,876,891	\$4,876,891	\$12,315	
Builder's Risk Insurance				\$0	
General Liability Insurance		\$1,458,857	\$1,458,857	\$3,684	
Payment and Performance Bonds				\$0	
Contract Costs not subject to GC Fee				\$0	
Total Construction Contract/Costs	\$76,601,077	\$94,119,790	\$94,119,790	\$237,676	\$2,487,805
Hard Cost Contingency	\$3,867,229.97	\$4,705,990	\$4,705,989	\$11,884	
PnP Bond paid outside Constr. Contr.		\$611,779	\$611,779	\$1,545	
Fees for LOC used as Constr. Surety				\$0	
FF&E paid outside Constr. Contr.	\$743,522.73	\$396,000	\$396,000	\$1,000	
Other: Fitness Equip., Signage, Technology		\$135,000	\$135,000	\$341	
Total Construction Costs:	\$81,211,829	\$99,968,559	\$99,968,558	\$252,446	\$2,487,805

Notes to the Construction Costs:

- Applicant provided an executed AIA Standard Form of Agreement between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated October 4, 2023 between Owner and Contractor with a Guaranteed Maximum Price of \$94,119,790 and reflects Maison at Solivita Marketplace achieving substantial completion of the development no later than 970 days (or approximately 32 months) from the date of commencement. Ten (10%) percent retainage will be withheld on all work performed until 50% completion, then 0% withheld thereafter.

Final payment shall be made by the Owner to the General Contractor when (1) the General Contractor has fully performed the contract, (2) the General Contractor has submitted a final accounting for the cost of the work and a final application for payment, (3) a final certificate for payment has been issued by the Architect, (4) General Contractor has delivered final lien waivers, and (5) General Contractor has procured and delivered to Owner final, permanent certificates of occupancy and any other consents or approvals required by Law for the use and occupancy of the Development. The Owner's final payment to the General Contractor shall be made no later than 30 days after the Architect's final certificate for payment.
- SMG received the General Contractor's Certification of Requirements indicating an understanding of GC conditions per Rules 67-21, F.A.C. ("Rule").
- General Contractor fees as stated are within the 14% maximum per the Rule. The cost of the general liability insurance (\$1,458,857) is included within the GC contract but no GC fee was taken on this cost.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

4. The hard cost contingency is within the 5.00% allowed by the Rule and is not included within the GC Contract or schedule of values.
5. Seltzer engaged and received a Document and Cost Review (“PCA”) from Partner Engineering and Science, Inc. (“Partner”). Complete results are set forth in Section C of this credit underwriting report.
6. Allowances were identified in the General Contract in the amount of \$1,715,966, or 1.82% of the construction contract amount, which meets the 2% maximum threshold that Partner typically recommends for a development. Allowances include:
 - \$365,966 Sanitary lift station
 - \$1,350,000 Landscaping
7. Ineligible Costs for New Rental Units represent costs associated with income producing washers and dryers.
8. Ineligible Costs for Site Work is estimated at 15% of the total for new construction.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

GENERAL DEVELOPMENT COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Accounting Fees	\$9,090.91	\$15,000	\$15,000	\$38	\$7,500
Appraisal		\$7,500	\$7,500	\$19	
Architect's Fee - Landscape		\$200,000	\$200,000	\$505	
Architect's Fee - Site/Building Design	\$1,249,121.21	\$1,426,867	\$1,426,867	\$3,603	
Architect's Fee - Supervision	\$262,784.09	\$424,875	\$424,875	\$1,073	
Building Permits	\$765,000	\$941,198	\$941,198	\$2,377	
Builder's Risk Insurance	\$1,147,500	\$1,850,000	\$1,850,000	\$4,672	
Capital Needs Assessment/Rehab				\$0	
Engineering Fees	\$71,969.70	\$250,000	\$250,000	\$631	
Environmental Report	\$18,939.39	\$30,000	\$30,000	\$76	
FHFC Administrative Fees	\$568,181.82	\$740,142	\$733,113	\$1,851	\$733,113
FHFC Application Fee	\$4,000	\$3,000	\$3,000	\$8	\$3,000
FHFC Credit Underwriting Fee	\$19,697.73	\$24,335	\$30,611	\$77	\$30,611
FHFC Compliance Fee	\$18,054.55	\$235,000	\$0	\$0	\$0
FHFC Other Processing Fee(s)				\$0	
Impact Fee	\$5,503,414.14	\$8,363,112	\$8,363,112	\$21,119	
Lender Inspection Fees / Const Admin	\$18,181.82	\$52,602	\$52,602	\$133	
Green Building Cert. (LEED, FGBC, NGBS)				\$0	
Insurance				\$0	
Legal Fees - Organizational Costs	\$367,424.24	\$500,000	\$500,000	\$1,263	\$250,000
Market Study	\$11,363.64	\$15,000	\$15,000	\$38	\$15,000
Marketing and Advertising	\$208,246.97	\$198,000	\$198,000	\$500	\$198,000
Plan and Cost Review Analysis		\$7,500	\$7,500	\$19	
Property Taxes	\$113,636.36	\$150,000	\$150,000	\$379	
Soil Test	\$15,151.52	\$20,000	\$20,000	\$51	
Survey	\$37,878.79	\$65,000	\$65,000	\$164	\$16,250
Tenant Relocation Costs				\$0	
Title Insurance and Recording Fees	\$364,700.76	\$557,370	\$557,370	\$1,408	\$139,343
Traffic Study		\$5,000	\$5,000	\$13	
Utility Connection Fees	\$742,272.73	\$979,800	\$979,800	\$2,474	
Soft Cost Contingency	\$22,727.27	\$100,000	\$100,000	\$253	
Other: Syndicator 3rd Party Reports & DD	\$122,348.48	\$65,000	\$65,000	\$164	
Total General Development Costs:	\$11,661,686	\$17,226,301	\$16,990,548	\$42,905	\$1,392,817

Notes to the General Development Costs:

1. Architect's Fees for Site/Building Design and Supervision are stipulated in the Architect Contract dated August 25, 2023.
2. Engineering Fees are stipulated in the Engineering Contract dated March 16, 2023 and revised on March 20, 2023.
3. Appraisal and Market Study figures are based on the Applicant's estimate.
4. The FHFC Administrative Fee is based on 9% of the recommended annual allocation of HC. The FHFC Application Fee is reflective of the application fee stated in the 2022 MMRB and 4% HC Application. The total FHFC Credit Underwriting Fee is \$30,611. The FHFC Compliance Monitoring Fees are paid yearly and are included within the 15-year Proforma.
5. Soft cost contingency is below the 5% maximum, as allowed per Rule.
6. Other General Development Costs are based on the Applicant's estimates, which appear reasonable.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

FINANCIAL COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Construction Loan Application Fee				\$0	
Construction Loan Underwriting Fee		\$135,000	\$135,000	\$341	
Construction Loan Origination Fee	\$473,629.34	\$501,000	\$366,000	\$924	
Construction Loan Commitment Fee				\$0	
Construction Loan Closing Costs	\$10,227.27			\$0	
Construction Loan Interest	\$8,615,064.01	\$12,285,569	\$8,680,788	\$21,921	\$2,708,059
Construction Loan Servicing Fees				\$0	
Permanent Loan Application Fee		\$53,786	\$53,786	\$136	\$53,786
Permanent Loan Underwriting Fee				\$0	\$0
Permanent Loan Subsidy Layering Rev.				\$0	\$0
Permanent Loan Commitment Fee		\$161,940	\$161,940	\$409	\$161,940
Permanent Loan Origination Fee	\$314,693.18	\$458,830	\$401,670	\$1,014	\$401,670
Permanent Loan Closing Costs	\$255,544.70	\$441,840	\$378,880	\$957	\$378,880
Permanent Loan Interest				\$0	\$0
Permanent Loan Servicing Fee				\$0	\$0
Bridge Loan Application Fee				\$0	
Bridge Loan Underwriting Fee				\$0	
Bridge Loan Origination Fee	\$160,984.85	\$139,799	\$579,597	\$1,464	
Bridge Loan Commitment Fee				\$0	
Bridge Loan Closing Costs				\$0	
Bridge Loan Interest	\$1,133,080.53	\$836,791	\$9,058,572	\$22,875	
Bridge Loan Servicing Fee		\$34,950	\$34,950	\$88	
FHFC Bond Short-Term Redemption Fee		\$92,040	\$0	\$0	\$0
FHFC Bond Trustee Fee		\$5,500	\$13,125	\$33	\$13,125
FHFC Bond Credit Enhancement Fee				\$0	\$0
FHFC Bond Cost of Issuance		\$412,500	\$724,946	\$1,831	\$724,946
FHFC Bond Interest				\$0	\$0
FHFC Bond Servicing Fee			\$0	\$0	\$0
Misc Loan Application Fee				\$0	
Misc Loan Underwriting Fee				\$0	
Misc Loan Subsidy Layering Review				\$0	
Misc Loan Origination Fee		\$150,000	\$150,000	\$379	
Misc Loan Closing Costs		\$75,750	\$75,750	\$191	
Misc Loan Interest		\$2,572,518	\$1,433,700	\$3,620	
Misc Loan Servicing Fee				\$0	
Legal Fees - Financing Costs		\$465,939	\$465,939	\$1,177	
Negative Arbitrage				\$0	
Forward Rate Lock Fee				\$0	
Placement Agent/Underwriter Fee		\$211,000	\$228,500	\$577	\$228,500
Initial TEFRA Fee		\$1,000	\$1,000	\$3	\$1,000
Other: Tax Credit Allocation Fee	\$881,067.13			\$0	
Other: FHFC Issuer Fee			\$637,000	\$1,609	\$637,000
Total Financial Costs:	\$11,844,291	\$19,035,752	\$23,581,144	\$59,548	\$5,308,906
Dev. Costs before Acq., Dev. Fee & Reserves	\$104,717,807	\$136,230,612	\$140,540,250	\$354,900	\$9,189,528

Notes to the Financial Costs:

1. Construction Loan Origination Fee is equal to 0.60% of the DB's loan amount.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

2. Construction Loan Interest is calculated based on an average of 57% of the loan proceeds drawn during construction (32 months), and 100% drawn until conversion (3 months), for a total of 35 month construction/stabilization period for the first mortgage DB's loan.
3. Permanent Loan Originate Fee is equal to 0.75% of Grandbridge loan amount.
4. Bridge Loan Originate Fee is equal to 1.00% of the combined Truist Bridge Loans.
5. Bridge Loan Interest is calculated based on an average of 57% of the loan proceeds drawn during construction (32 months), and 100% drawn until conversion (3 months), for the two Truist Bridge Loans.
6. FHFC Bond Cost of Issuance includes fees and expenses of the Issuer, Real Estate Counsel closing costs, Bond Counsel, Disclosure Counsel and other fees.
7. The FHFC Bond Trustee Fee is equal to 35 months of fees during construction, based on an annual fee of \$4,500.
8. Misc Loan Interest is calculated based on an average of 57% of the loan proceeds drawn during construction (32 months), and 100% drawn until conversion (3 months), for the \$9,000,000 Affiliate Loan.
9. Placement Agent Fee in the amount of \$41,000 and a Public Offering fee of 0.625% of the \$30,000,000 short term bonds (or \$187,500) as quoted by Stifel, totaling \$228,500.
10. The FHFC Issuer Fee is based on 35 months of the annual Issuer Fee of 24 basis points of the total Bond Issuance during construction.
11. Other Financial Costs are based on the Applicant's estimates, which appear reasonable

NON-LAND ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Brokerage Fees - Building			\$0	\$0	
Building Acquisition Cost			\$0	\$0	
Developer Fee on Non-Land Acq. Costs			\$0	\$0	
Total Non-Land Acquisition Costs:	\$0	\$0	\$0	\$0	\$0

Notes to the Non-Land Acquisition Costs: None

DEVELOPER FEE ON NON-ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Developer Fee - Unapportioned	\$18,849,205	\$24,863,850	\$24,757,358	\$62,519	
DF to fund Operating Debt Reserve				\$0	
DF to Brokerage Fees - Land			\$0	\$0	
DF to Excess Land Costs				\$0	
DF to Excess Bldg Acquisition Costs				\$0	
DF to Consultant Fees				\$0	
DF to Guaranty Fees				\$0	
Other: DMS Construction Fee/Track Software		\$238,000	\$238,000	\$601	
Other: Mngmt Acquis Costs/DMS Onboarding		\$301,886	\$301,886	\$762	
Other: Sales Tax Consultant & Procure Fee				\$0	
Total Other Development Costs:	\$18,849,205	\$25,403,736	\$25,297,244	\$63,882	\$0

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Notes to the Developer Fee on Non-Acquisition Costs:

- The Developer Fee has been limited to not exceed 18% of the development costs per Rule, exclusive of land acquisition, Developer Fee, and reserves.
- “Procure Fees”, “DMS Construction Fee”, and “Sales Tax Consultant” are reflected as subsets of Developer Fee.

LAND ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Land	\$5,303,030	\$7,000,000	\$7,000,000	\$17,677	\$7,000,000
Land Lease Payment				\$0	\$0
Land Carrying Costs			\$0	\$0	\$0
Other: <u>Fill Dirt and Solivita Blvd. Construction</u>		\$1,362,000	\$1,362,000	\$3,439	\$1,362,000
Total Acquisition Costs:	\$5,303,030	\$8,362,000	\$8,362,000	\$21,116	\$8,362,000

Notes to the Land Acquisition Costs:

- SMG received a Purchase and Sale Agreement between Avatar Properties Inc. and Dominion Acquisition, LLC that was executed on April 11, 2022. An Assignment and Assumption of Purchase Agreement, dated June 13, 2022, was provided that assigns Dominion Acquisition, LLC’s interest to Kissimmee Leased Housing Associates III, LLLP (Applicant). The purchase price is \$7,000,000. A copy of a recorded Special Warranty Deed dated June 24, 2022, reflects the transfer of ownership from the land closing to the Applicant. According to the Closing Statement for acquisition of the land, the total acquisition amount is \$8,362,000, comprised of \$7,000,000 for the land and \$1,362,000 for onsite and offsite improvements (e.g. fill dirt and expansion of an offsite connecting road). An April 19, 2024 appraisal report by CBRE, Inc. (“CBRE”) concluded an “As-Is” Land Value of \$8,900,000 with an evaluation date of April 18, 2024. The appraised value supports the purchase price.

RESERVE ACCOUNTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Operating Deficit Reserve (Lender)				\$0	\$0
Operating Deficit Reserve (Syndicator)	\$1,079,812	\$1,418,757	\$1,418,757	\$3,583	\$1,418,757
Reserves - Start-Up/Lease-up Expenses				\$0	\$0
Reserves - Working Capital		\$1,418,757	\$1,418,757	\$3,583	\$1,418,757
Total Reserve Accounts:	\$1,079,812	\$2,837,514	\$2,837,514	\$7,165	\$2,837,514

Notes to the Reserve Accounts:

- The Syndicator is requiring an Operating Deficit Reserve (“ODR”) and a Truist Working Capital Reserve equal to three months of operating expense and debt service, estimated at \$1,418,757 each. At the end of the compliance period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC loan debt; if there is no FHFC loan debt on the proposed Development at the end of the compliance period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance is remaining in the ODR after the payments above, the amount should be placed in a Replacement Reserve account for the Development. In no event shall the payments of amounts to the Applicant or the Developer from the Reserve Account cause the Developer Fee or general Contractor Fee to exceed the applicable percentage limitations provided for in the Rule. Any and all

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

terms and conditions of the ODR must be acceptable to Florida Housing, its Servicer and its Legal Counsel.

TOTAL DEVELOPMENT COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
TOTAL DEVELOPMENT COSTS:	\$129,949,854	\$172,833,862	\$177,037,008	\$447,063	\$20,389,042

Notes to the Total Development Costs:

1. Since the time of application, Total Development Costs have increased \$47,087,154, from \$129,949,854 to \$177,037,008, due mainly to increases from estimated to actual construction costs and increase in total number of units from 300 to 396, hard cost contingency, general development costs, financial costs, developer fee, land costs and reserves. This represents a total development budget increase of approximately 36.23%.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Operating Pro forma

OPERATING PRO FORMA		ANNUAL	PER UNIT	
INCOME	Gross Potential Rental Income		\$6,367,536	\$16,080
	Rent Subsidy (ODR)		\$0	\$0
	Other Income:			
	Ancillary Income-Parking		\$0	\$0
	Miscellaneous		\$108,915	\$275
	Washer/Dryer Rentals		\$205,286	\$518
	Cable/Satellite Income		\$0	\$0
	Utility Income		\$332,640	\$840
	Alarm Income		\$0	\$0
	Gross Potential Income		\$7,014,377	\$17,713
	Less:			
	Economic Loss - Percentage: 0.0%		\$0	\$0
	Physical Vacancy Loss - Percentage: 4.0%		(\$280,575)	(\$709)
Collection Loss - Percentage: 1.0%		(\$70,144)	(\$177)	
Total Effective Gross Revenue		\$6,663,659	\$16,827	
EXPENSES	Fixed:			
	Real Estate Taxes		\$510,613	\$1,289
	Insurance		\$413,820	\$1,045
	Other		\$0	\$0
	Variable:			
	Management Fee - Percentage: 2.9%		\$190,351	\$481
	General and Administrative		\$128,700	\$325
	Payroll Expenses		\$514,800	\$1,300
	Utilities		\$475,200	\$1,200
	Marketing and Advertising		\$19,800	\$50
	Maintenance and Repairs		\$277,200	\$700
	Grounds Maintenance and Landscaping		\$0	\$0
	Resident Programs		\$0	\$0
Other-HOA Fees		\$89,496	\$226	
Reserve for Replacements		\$118,800	\$300	
Total Expenses		\$2,738,780	\$6,916	
Net Operating Income		\$3,924,878	\$9,911	
Debt Service Payments				
DEBT SERVICE	First Mortgage - FHFC/ Grandbridge/ Freddie Mac		\$3,415,869	\$8,626
	Second Mortgage - Polaris Capital, LLC - Taxable		\$824,585	\$2,082
	All Other Mortgages -		\$0	\$0
	First Mortgage Fees - FHFC/ Grandbridge/ Freddie Mac		\$152,194	\$384
	Second Mortgage Fees - Polaris Capital, LLC - Taxable		\$0	\$0
	All Other Mortgages Fees -		\$0	\$0
Total Debt Service Payments		\$4,392,648	\$11,093	
Cash Flow After Debt Service		(\$467,770)	(\$1,181)	

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Debt Service Coverage Ratios		
	DSC - First Mortgage plus Fees	1.100
	DSC - Second Mortgage plus Fees	0.894
	DSC - Third Mortgage plus Fees	0.894
	DSC - All Mortgages and Fees	0.894
Financial Ratios		
	Operating Expense Ratio	41.1%
	Break-Even Ratio	101.8%

Notes to the Operating Pro forma and Ratios:

- MMRB does not impose rent restrictions; however, the Development will be utilizing HCs and will impose 2024 rent restrictions as reflected below. The Applicant engaged Plummer Associates, Inc. of Austin, Texas to prepare an Energy Consumption Model which was approved by Florida Housing on October 30, 2023. The model reflects the residents paying for electricity, water and sewer. No manager/employee units are anticipated at this time.

A rent roll for the Development is illustrated in the following table:

MSA/County: Orlando-Kissimmee-Sanford MSA / Osceola County

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
2	2.0	120	923	60%			\$1,303	\$119	\$1,184		\$1,184	\$1,184	\$1,184	\$1,704,960
3	2.0	84	1,220	60%			\$1,506	\$149	\$1,357		\$1,357	\$1,357	\$1,357	\$1,367,856
3	2.0	96	1,215	60%			\$1,506	\$149	\$1,357		\$1,357	\$1,357	\$1,357	\$1,563,264
4	2.0	96	1,383	60%			\$1,680	\$177	\$1,503		\$1,503	\$1,503	\$1,503	\$1,731,456
		396	462,648											\$6,367,536

- Other Income consists of: \$108,915 of miscellaneous income from forfeited deposits, vending machines, late charges and various miscellaneous sources; \$205,286 from washer/dryer rentals based on \$48 per unit, per month at 90% penetration (reduced from 100% by Seltzer); and \$332,640 from utility income directly based on meter usage and individual tenant consumption (according to the Developer), and not a Ratio Utility Billing System ("RUBS") as reflected in the Appraisal. Seltzer has utilized the Appraiser's estimate.
- The Appraiser estimates a stabilized physical vacancy rate of 4% and collection loss of 1% for an economic occupancy of 95% and a physical occupancy rate of 96%.
- Real Estate Taxes and Insurance are based on the Appraiser's estimate.
- Management Fees are based upon the Property Management Agreement provided by Borrower. The monthly fee is calculated based on a management fee equal to 2.5% of gross collected income collected from the Subject property. In addition, a fee of approximately \$60 per year (escalating by 3.00% annually) per Section 42 Tax Credit unit will be charged for Tax Credit Compliance, processing, administration, and reporting. The fee will accrue and be payable on a cumulative basis when there is sufficient cash flow. Seltzer has estimated a Management Fee of 2.85%.
- The Appraiser has combined Grounds Maintenance and Landscaping with Maintenance and Repairs.
- Resident programs will be paid out of the General and Administrative line item.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

7. The Appraiser has agreed and included the Applicant's Home Owner Association ("HOA") fees of \$226 per unit (or \$89,496), which are below the range of the expense comparables.
8. Other operating expense estimates are based on market comparables, or estimates provided by the Applicant, and are supported by the appraisal.
9. The Appraiser utilized Replacement Reserves in the amount of \$300 per unit per year to be increased annually by 3.00%, which meets the Rule requirement.
10. A 15-year income and expense projection shows increasing debt service coverage ("DSC") through year 15. This projection is attached to this report as Exhibit 1.
11. The Break-Even Ratio exceeds the 90% maximum benchmark due to the debt service for the Second Mortgage affiliate loan. Loan payments will be from available cash flow, limited to 75% of available surplus cash. The Break-Even Ratio will fall below 90% if Second Mortgage payments are reduced.

SMG

Section B

Loan Conditions

HC Allocation Recommendation and Contingencies

JUNE 14, 2024

Special Conditions

These recommendations are contingent upon the review and approval of the following items by SMG and Florida Housing at least 30 days prior to real estate loan closing. Failure to receive approval of these items within this time frame may result in postponement of the MMRB pricing date and/or loan closing.

1. Confirmation of the ownership structure of the Applicant and Developer Entities remains as presented in the Application.
2. Confirmation from FHFC Legal Counsel that the relationship between HC Syndicator and Lender(s) of Tax-Exempt MMRB/MMRN financing (Construction or Permanent Period) will not result in a "Substantial User" issue.
3. Confirmation from FHFC Legal Counsel that the current class-action lawsuit filed against various Dominion entities should not hinder the affiliated Applicant's, Developer's, General Contactor's, or Property Manager's ability to successfully construct, lease-up, and/or operate the Development.
4. Confirm that the necessary funds for conversion to permanent financing, currently estimated at \$7,733,638, will be deposited by the loan closing date. These funds should be held and controlled by the Trustee/Fiscal Agent or a designee of the FHFC, until they are utilized or released at conversion.
5. Seltzer will conduct a recalculation of the DSC ratio before the transaction closes. In the event that the Index Lock expires before closing, and the DSC ratio is negatively impacted, the MMRB will be resized prior to closing to restore a minimum DSC ratio of 1.10x : 1.00.
6. Any other reasonable requirements of the Servicer, Florida Housing, or its Legal Counsel.

General Conditions

This recommendation is contingent upon the review and approval of the following items by SMG and Florida Housing at least 30 days prior to real estate loan closing. Failure to receive approval of these items within this time frame may result in postponement of the MMRB pricing date and/or loan closing.

1. Borrower to comply with any and all recommendations noted in the Plan and Cost Analysis.
2. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its Legal Counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its Legal Counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area, and any other requirements of Florida Housing.
3. Final "as permitted" (signed and sealed) site plans, building plans and specifications. The geotechnical report, if any, must be bound within the final plans and specifications.
4. Building permits and any other necessary approvals and permits (e.g., final site plan approval, water management district, Department of Environmental Protection, Army Corps of Engineers, Department of Transportation, etc.). Acceptable alternatives to this requirement are receipt and satisfactory review of a letter from the local permitting and approval authority that the above referenced permits and approvals will be issued upon receipt of applicable fees (with no other

conditions), or evidence of 100% lien-free completion, if applicable. If a letter is provided, copies of all permits will be required as a condition of the first post-closing draw.

5. Final sources and uses of funds itemized by source and line item, in a format and in amounts approved by the Servicer. A detailed calculation of the construction interest based on the final draw schedule (see below), documentation of the closing costs, and draft loan closing statement must also be provided. The sources and uses of funds schedule will be attached to the Loan Agreement as the approved Development budget.
6. A final construction draw schedule showing itemized sources and uses of funds for each monthly draw. The closing draw shall include appropriate backup and ACH wiring instructions.
7. Construction Period Developer Fee shall be the lessor of i) 50% of the Total Developer Fee or ii) the Total Developer Fee less the Deferred Developer Fee listed in the Sources and Uses for the construction period, as calculated by the Servicer. At closing, a maximum of 35% of the Construction Period Developer Fee may be funded. Remaining Construction Period Developer Fee will be disbursed during construction/rehabilitation on a pro rata basis, based on the percentage of completion of the development, as approved and reviewed by FHFC and Servicer.

Once the Development has achieved 100% lien free completion and retainage has been released, the Post-Construction Period Developer Fee may be funded. Post-Construction Period Developer Fee is the remaining portion of Developer Fee less Deferred Developer Fee listed in the Sources and Uses for the permanent period, as calculated by the Servicer.

8. Evidence of insurance coverage pursuant to the Rule governing this proposed transaction and, as applicable, the FHFC Insurance Guide.
9. The General Contractor shall secure a payment and performance bond equal to 100% of the total construction cost listing FHFC as a co-obligee, whose terms do not adversely affect the Corporation's interest, issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co., or a Corporation-approved alternate security for the General Contractor's performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least "Baa3" by Moody's, or at least "BBB-" by Standard & Poor's or Fitch, or a financial rating of at least 175 by IDC Financial Publishing. The LOC must include "evergreen" language and be in a form satisfactory to Florida Housing, its Servicer and its Legal Counsel.
10. Architect, Construction Consultant, and Borrower certifications on forms provided by Florida Housing will be required for both design and as-built with respect to Section 504 of the Rehabilitation Act, the Americans with Disabilities Act ("ADA"), and Federal Fair Housing Act requirements, as applicable.
11. A copy of an Amended and Restated Partnership Agreement reflecting purchase of the HC under terms consistent with the assumptions contained within this Credit Underwriting Report. The Amended and Restated Partnership Agreement shall be in a form and of financial substance satisfactory to Servicer and to FHFC and its Legal Counsel.
12. Satisfactory resolution of any outstanding past due and/or noncompliance items.
13. Payment of any outstanding arrearages to the Corporation, its Legal Counsel, Servicer or any agent or assignee of the Corporation for past due issues applicable to the Development team (Applicant or

Developer or Principal, Affiliate or Financial Beneficiary, as described in 67-21.0025 (5) F.A.C. of an Applicant or a Developer).

14. At all times there will be undisbursed loan funds (collectively held by Florida Housing, the first lender and any other source) sufficient to complete the Development. If at any time there are not sufficient funds to complete the Development, the Borrower will be required to expend additional equity on Development costs or to deposit additional equity with Florida Housing which is sufficient (in Florida Housing's judgment) to complete the Development before additional loan funds are disbursed. This condition specifically includes escrowing at closing all equity necessary to complete construction or another alternative acceptable to Florida Housing in its sole discretion.
15. At the end of the Compliance Period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC loan debt; if there is no FHFC loan debt on the proposed Development at the end of the compliance period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance is remaining in the ODR after the payments above, the amount should be placed in a Replacement Reserve account for the Development. In no event shall the payments of amounts to the Applicant or the Developer from the Reserve Account cause the Developer Fee or General Contractor Fee to exceed the applicable percentage limitations provided for in the Rule. Any and all terms and conditions of the ODR must be acceptable to Florida Housing, its Servicer and its Legal Counsel.

This recommendation is contingent upon the review and approval of the following items by Florida Housing and its Legal Counsel at least 30 days prior to real estate loan closing. Failure to receive approval of these items within this time frame may result in postponement of the loan closing.

1. Documentation of the legal formation and current authority to transact business in Florida for the Borrower, the general partner/member(s)/principal(s)/manager(s) of the Borrower, the guarantors, and any limited partners/members of the Borrower.
2. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its Legal Counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its Legal Counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area, and any other requirements of Florida Housing.
3. An acceptable updated Environmental Audit Report, together with a reliance letter to Florida Housing, prepared within 90 days of MMRB closing, unless otherwise approved by Florida Housing, and Legal Counsel, based upon the particular circumstances of the transaction. Borrower to comply with any and all recommendations noted in the Environmental Assessment(s) and Update and the Environmental Review, if applicable.
4. Title insurance pro-forma or commitment for title insurance with copies of all Schedule B exceptions, in the amount of the MMRB Loan naming FHFC as the insured. All endorsements required by Florida Housing shall be provided.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

5. Florida Housing and its Legal Counsel shall review and approve all other lenders closing documents and the Partnership Agreement or other applicable agreement. Florida Housing shall be satisfied in its sole discretion that all legal and program requirements for the Loans have been satisfied.
6. Evidence of insurance coverage pursuant to the Rule governing this proposed transaction and, as applicable, the FHFC Insurance Guide.
7. Receipt of a legal opinion from the Borrower's Legal Counsel acceptable to Florida Housing addressing the following matters:
 - a. The legal existence and good standing of the Borrower and of any partnership or limited liability company that is the general partner / member of the Borrower (the "GP") and of any corporation or partnership that is the managing general partner / member of the GP, of any corporate guarantor and any manager;
 - b. Authorization, execution, and delivery by the Borrower and the guarantors, of all Loan documents;
 - c. The Loan documents being in full force and effect and enforceable in accordance with their terms, subject to bankruptcy and equitable principles only;
 - d. The Borrower's and the guarantor's execution, delivery and performance of the loan documents shall not result in a violation of, or conflict with, any judgments, orders, contracts, mortgages, security agreements or leases to which the Borrower is a party or to which the Development is subject to the Borrower's Partnership/Operating Agreement and;
 - e. Such other matters as Florida Housing or its Legal Counsel may require.
8. Evidence of compliance with local concurrency laws, as applicable.
9. UCC Searches for the Borrower, its partnerships, as requested by Legal Counsel.
10. Such other assignments, affidavits, certificates, financial statements, closing statements, and other documents as may be reasonably requested by Florida Housing or its Legal Counsel in form and substance acceptable to Florida Housing and its Legal Counsel, in connection with the loan(s).
11. Any other reasonable conditions established by Florida Housing and its Legal Counsel.

Additional Conditions

This recommendation is also contingent upon the following additional conditions:

1. Compliance with all provisions of Sections 420.507, 420.509, Florida Statutes, Rule Chapters 67-21, 67-53, F.A.C., Section 42 I.R.C., and any other State and Federal requirements.
2. Acceptance by the Borrower and execution of all documents evidencing and securing the MMRB Loan and First Mortgage Loan in form and substance satisfactory to Florida Housing and its Legal Counsel, including, but not limited to, the Promissory Note(s), the Trustee Agreement(s), the Mortgage and Security Agreement(s), the Land Use Restriction Agreement(s), and Extended Low Income Housing Agreement(s).
3. All amounts necessary to complete construction must be deposited with the Fiscal Agent prior to Loan closing, or any phased HC Equity pay-in of amount necessary to complete construction shall be contingent upon an unconditional obligation, through a Joint Funding Agreement or other mechanism acceptable to Florida Housing, of the entity providing HC Equity payments (and evidence that 100%

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

of such amount is on deposit with such entity at Loan Closing) to pay, regardless of any default under any documents relating to the HC as long as the First Mortgage continues to be funded.

4. If applicable, receipt and satisfactory review of Financial Statements from all Guarantors dated within 90 days of Real Estate Closing.
5. Guarantors are to provide the standard FHFC Construction Completion Guaranty, to be released upon lien free completion as approved by the Servicer.
6. Guarantors for the MMRB Loan are to provide the standard FHFC Operating Deficit Guaranty. If requested in writing by the Applicant, the Servicer will consider a recommendation to release the Operating Deficit Guaranty if all conditions are met, including achievement of a 1.15 DSC on the permanent First Mortgage as determined by FHFC or its Servicer, 90% Occupancy and 90% of the Gross Potential Rental Income net of Utility Allowances, if applicable, for a period equal to twelve (12) consecutive months, all certified by an independent Certified Public Accountant ("CPA") and verified by the Servicer. The calculation of the DSC ratio shall be made by Florida Housing or the Servicer. Notwithstanding the above, the Operating Deficit Guaranty shall not terminate earlier than three (3) years following the final certificate of occupancy.
7. Guarantors are to provide the standard FHFC Environmental Indemnity Guaranty.
8. Guarantors are to provide the standard FHFC Guaranty of Recourse Obligations.
9. A mortgagee title insurance lender's policy naming Florida Housing as the insured first and second mortgage holder in the amount of the Loans is to be issued at closing. Any exceptions to the title insurance policy must be acceptable to Florida Housing or its Legal Counsel. All endorsements that are required by Florida Housing are to be issued and the form of the title policy must be approved prior to closing.
10. Property tax and hazard insurance escrows are to be established and maintained by the First Lender or the Servicer. In the event the reserve account is held by Florida Housing's loan servicing agent, the release of funds shall be at Florida Housing's sole discretion.
11. Replacement Reserves in the minimum amount of \$300 per unit per year are required to be deposited on a monthly basis into a designated escrow account, to be maintained by the First Mortgagee/Credit Enhancer, the Fiscal Agent, or Florida Housing's loan servicing agent. However, Applicant has the option to prepay Replacement Reserves, as allowed per RFA, in the amount of \$118,800 (one-half the required Replacement Reserves for Years 1 and 2), in order to meet the applicable DSC loan requirements. Applicant can waive this election, if at closing of the loan(s) the required DSC is met without the need to exercise the option. New construction developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit. The initial replacement reserve will have limitations on the ability to be drawn.

The amount established as a Replacement Reserve shall be adjusted based on a Capital Needs Assessment ("CNA") to be received by the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers at the time the CNA is required, beginning no later than the 10th year after the first residential building in the Development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

earlier (“Initial Replacement Reserve Date”). A subsequent CNA is required no later than the 15th year after the Initial Replacement Reserve Date and subsequently every five (5) years thereafter.

12. Partner Engineering and Science, Inc., or other construction inspector acceptable for Florida Housing, is to act as Florida Housing’s inspector during the construction period.
13. According to the contract, ten percent (10%) retainage will be withheld on all work performed up to 50% complete, at which time it will drop to 0% thereafter. Retainage will not be released until successful lien free completion of construction and issuance of all certificates of occupancy, which satisfies the Rule’s minimum requirement.
14. Satisfactory completion of a pre-loan closing compliance audit conducted by Florida Housing or its Servicer, if applicable.
15. Closing of all funding sources prior to or simultaneous with the closing of the MMRB.
16. Any other reasonable requirements of the Servicer, Florida Housing or its Legal Counsel.

Housing Credit Allocation Recommendation

Seltzer Management Group, Inc. recommends a preliminary annual Housing Credit allocation of \$8,145,694. Please see the HC Allocation Calculation section of this report for further details.

Contingencies

The HC allocation recommendation is contingent upon the receipt and satisfactory review of the following items by SMG and the Florida Housing Finance Corporation by the deadline established in the Preliminary HC Allocation. Failure to submit these items within this time frame may result in forfeiture of the HC Allocation.

1. All items listed under the Special Conditions section of the Loan Conditions to Close.
2. Satisfactory resolution of any outstanding past due and/or noncompliance items.
3. Any reasonable requirements of Florida Housing, SMG or its Legal Counsel.

Exhibit 1
Maison at Solivita Marketplace
15 Year Income and Expense Projection

FINANCIAL COSTS:		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
OPERATING PRO FORMA																	
INCOME	Gross Potential Rental Income	\$6,367,536	\$6,494,887	\$6,624,784	\$6,757,280	\$6,892,426	\$7,030,274	\$7,170,880	\$7,314,297	\$7,460,583	\$7,609,795	\$7,761,991	\$7,917,231	\$8,075,575	\$8,237,087	\$8,401,829	
	Rent Subsidy (ODR)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Other Income:																
	Ancillary Income-Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Miscellaneous	\$108,915	\$111,093	\$113,315	\$115,581	\$117,893	\$120,251	\$122,656	\$125,109	\$127,611	\$130,164	\$132,767	\$135,422	\$138,131	\$140,893	\$143,711	
	Washer/Dryer Rentals	\$205,286	\$209,392	\$213,580	\$217,852	\$222,209	\$226,653	\$231,186	\$235,810	\$240,526	\$245,336	\$250,243	\$255,248	\$260,353	\$265,560	\$270,871	
	Cable/Satellite Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Rent Concessions	\$332,640	\$339,293	\$346,079	\$353,000	\$360,060	\$367,261	\$374,607	\$382,099	\$389,741	\$397,536	\$405,486	\$413,596	\$421,868	\$430,305	\$438,911	
	Alarm Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Gross Potential Income	\$7,014,377	\$7,154,665	\$7,297,758	\$7,443,713	\$7,592,588	\$7,744,439	\$7,899,328	\$8,057,315	\$8,218,461	\$8,382,830	\$8,550,487	\$8,721,497	\$8,895,927	\$9,073,845	\$9,255,322	
Less:																	
Economic Loss - Percentage:																	
Physical Vacancy Loss - Percentage: 4.0%	(\$280,575)	(\$286,187)	(\$291,910)	(\$297,749)	(\$303,704)	(\$309,778)	(\$315,973)	(\$322,293)	(\$328,738)	(\$335,313)	(\$342,019)	(\$348,860)	(\$355,837)	(\$362,954)	(\$370,213)		
Collection Loss - Percentage: 1.0%	(\$70,144)	(\$71,547)	(\$72,978)	(\$74,437)	(\$75,926)	(\$77,444)	(\$78,993)	(\$80,573)	(\$82,185)	(\$83,828)	(\$85,505)	(\$87,215)	(\$88,959)	(\$90,738)	(\$92,553)		
Total Effective Gross Revenue	\$6,663,659	\$6,796,932	\$6,932,870	\$7,071,528	\$7,212,958	\$7,357,217	\$7,504,362	\$7,654,449	\$7,807,538	\$7,963,689	\$8,122,963	\$8,285,422	\$8,451,130	\$8,620,153	\$8,792,556		
EXPENSES	Fixed:																
	Ground Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Sub-Ground Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Real Estate Taxes	\$510,613	\$525,931	\$541,709	\$557,961	\$574,699	\$591,940	\$609,699	\$627,990	\$646,829	\$666,234	\$686,221	\$706,808	\$728,012	\$749,852	\$772,348	
	Insurance	\$413,820	\$426,235	\$439,022	\$452,192	\$465,758	\$479,731	\$494,123	\$508,946	\$524,215	\$539,941	\$556,139	\$572,824	\$590,008	\$607,709	\$625,940	
	Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Variable:																
	Management Fee - Percentage: 2.9%	\$190,351	\$194,158	\$198,042	\$202,002	\$206,043	\$210,163	\$214,367	\$218,654	\$223,027	\$227,488	\$232,037	\$236,678	\$241,412	\$246,240	\$251,165	
	General and Administrative	\$128,700	\$132,561	\$136,538	\$140,634	\$144,853	\$149,199	\$153,675	\$158,285	\$163,033	\$167,924	\$172,962	\$178,151	\$183,495	\$189,000	\$194,670	
	Payroll Expenses	\$514,800	\$530,244	\$546,151	\$562,536	\$579,412	\$596,794	\$614,698	\$633,139	\$652,133	\$671,697	\$691,848	\$712,604	\$733,982	\$756,001	\$778,681	
	Utilities	\$475,200	\$489,456	\$504,140	\$519,264	\$534,842	\$550,887	\$567,414	\$584,436	\$601,969	\$620,028	\$638,629	\$657,788	\$677,522	\$697,847	\$718,783	
	Marketing and Advertising	\$19,800	\$20,394	\$21,006	\$21,636	\$22,285	\$22,954	\$23,642	\$24,352	\$25,082	\$25,835	\$26,610	\$27,408	\$28,230	\$29,077	\$29,949	
	Maintenance and Repairs	\$277,200	\$285,516	\$294,081	\$302,904	\$311,991	\$321,351	\$330,991	\$340,921	\$351,149	\$361,683	\$372,534	\$383,710	\$395,221	\$407,078	\$419,290	
Other-Pest Control	\$89,496	\$92,181	\$94,946	\$97,795	\$100,729	\$103,750	\$106,863	\$110,069	\$113,371	\$116,772	\$120,275	\$123,883	\$127,600	\$131,428	\$135,371		
Reserve for Replacements	\$118,800	\$122,364	\$126,035	\$129,816	\$133,710	\$137,722	\$141,853	\$146,109	\$150,492	\$155,007	\$159,657	\$164,447	\$169,380	\$174,462	\$179,696		
Total Expenses	\$2,738,780	\$2,819,040	\$2,901,670	\$2,986,740	\$3,074,322	\$3,164,491	\$3,257,324	\$3,352,900	\$3,451,301	\$3,552,609	\$3,656,913	\$3,764,300	\$3,874,862	\$3,988,694	\$4,105,892		
Net Operating Income	\$3,924,878	\$3,977,891	\$4,031,200	\$4,084,788	\$4,138,636	\$4,192,726	\$4,247,038	\$4,301,549	\$4,356,237	\$4,411,079	\$4,466,050	\$4,521,122	\$4,576,268	\$4,631,459	\$4,686,664		
Debt Service Payments																	
DEBT SERVICE	First Mortgage - FHFC/ Grandbridge/ Freddie Mac	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	\$3,415,869	
	Second Mortgage - Polaris Capital, LLC - Taxable	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	\$824,585	
	All Other Mortgages -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	First Mortgage Fees - FHFC/ Grandbridge/ Freddie Mac	\$152,194	\$151,462	\$150,681	\$149,848	\$148,960	\$148,013	\$147,003	\$145,928	\$144,782	\$143,561	\$142,261	\$140,877	\$139,403	\$137,835	\$136,165	
	Second Mortgage Fees - Polaris Capital, LLC - Taxable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
All Other Mortgages Fees -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Total Debt Service Payments	\$4,392,648	\$4,391,916	\$4,391,135	\$4,390,302	\$4,389,413	\$4,388,466	\$4,387,457	\$4,386,381	\$4,385,235	\$4,384,015	\$4,382,715	\$4,381,330	\$4,379,857	\$4,378,288	\$4,376,619		
Cash Flow After Debt Service	(\$467,770)	(\$414,024)	(\$359,934)	(\$305,514)	(\$250,777)	(\$195,740)	(\$140,419)	(\$84,833)	(\$28,998)	\$27,065	\$83,335	\$139,791	\$196,411	\$253,171	\$310,044		
Debt Service Coverage Ratios																	
DSC - First Mortgage plus Fees	1.100	1.115	1.130	1.146	1.161	1.176	1.192	1.208	1.223	1.239	1.255	1.271	1.287	1.303	1.319		
DSC - Second Mortgage plus Fees	0.894	0.906	0.918	0.930	0.943	0.955	0.968	0.981	0.993	1.006	1.019	1.032	1.045	1.058	1.071		
DSC - Third Mortgage plus Fees	0.894	0.906	0.918	0.930	0.943	0.955	0.968	0.981	0.993	1.006	1.019	1.032	1.045	1.058	1.071		
DSC - All Mortgages and Fees	0.894	0.906	0.918	0.930	0.943	0.955	0.968	0.981	0.993	1.006	1.019	1.032	1.045	1.058	1.071		
Financial Ratios																	
Operating Expense Ratio	41.1%	41.5%	41.9%	42.2%	42.6%	43.0%	43.4%	43.8%	44.2%	44.6%	45.0%	45.4%	45.9%	46.3%	46.7%		
Break-Even Ratio	101.8%	100.9%	100.1%	99.2%	98.4%	97.7%	96.9%	96.2%	95.5%	94.8%	94.2%	93.5%	92.9%	92.4%	91.8%		

MAISON AT SOLIVITA MARKETPLACE
2022-104B / 2022-556C
DESCRIPTION OF FEATURES AND AMENITIES

A. The Development will consist of:

396 units located in 15 Garden Apartment residential buildings.

Unit Mix:

One Hundred Twenty (120) two bedroom / two bath units;

One Hundred Eighty (180) three bedroom / two bath units; and

Ninety-Six (96) four bedroom / two bath units.

396 Total Units

The Development is to be constructed in accordance with the final plans and specifications approved by the appropriate city or county building or planning department or equivalent agency and approved as reflected in the Pre-Construction Analysis prepared for Florida Housing or its Servicer, unless a change has been approved in writing by Florida Housing or its Servicer. The Development will conform to requirements of local, state & federal laws, rules, regulations, ordinances, orders and codes, the Federal Fair Housing Act and Americans with Disabilities Act ("ADA"), as applicable.

All selected features and amenities must be located on the Development site. In addition, if the Development will consist of Scattered Sites, the Applicant must locate each selected feature and amenity that is not unit-specific on each of the Scattered Sites, or no more than 1/16 mile from the site with the most units, or a combination of both.

B. Borrower has committed to provide the following Optional Features and Amenities for All Developments:

1. Exercise room with appropriate equipment. The exercise room must have secure entry (1 point)
2. Community center or clubhouse (3 points)
3. Swimming pool (2 points)

C. The Borrower has committed to provide the following Green Building Features:

1. Programmable thermostat in each unit
2. Energy Star qualified roofing material or coating
3. Energy Star qualified ventilation fans in all bathrooms
4. Low-flow water fixtures in bathrooms – WaterSense labeled products or the following specifications:
 - a. Toilets: 1.28 gallons/flush or less;
 - b. Urinals: 0.5 gallons/flush;
 - c. Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate; and
 - d. Showerheads: 2.0 gallons/minute or less at 80 psi flow rate

MAISON AT SOLIVITA MARKETPLACE
2022-104B / 2022-556C
DESCRIPTION OF FEATURES AND AMENITIES

5. Minimum SEER of 16 for unit air conditioners
- D. The Borrower has committed to provide the following Qualified Resident Program:
1. Resident Activities - These specified activities are planned, arranged, provided and paid for by the Applicant or its Management Company and held between the hours of 9:00 a.m. and 9:00 p.m. These activities must be an integral part of the management plan. The Applicant must develop and execute a comprehensive plan of varied activities that brings the residents together and encourages community pride. The goal here is to foster a sense of community by bringing residents together on a regularly scheduled basis by providing activities such as holiday and special occasion parties, community picnics, newsletters, children's special functions, etc.

COMPLETENESS AND ISSUES CHECKLIST

DEVELOPMENT NAME: Maison at Solivita Marketplace

DATE: June 14, 2024

In accordance with applicable Program Rule(s), the Borrower is required to submit the information required to evaluate, complete, and determine its sufficiency in satisfying the requirements for Credit Underwriting to the Credit Underwriter in accordance with the schedule established by the Florida Housing Finance Corporation (“Florida Housing” or “FHFC”). The following items must be satisfactorily addressed. “Satisfactorily” means that the Credit Underwriter has received assurances from third parties unrelated to the Borrower that the transaction can close within the allotted time frame. Unsatisfactory items, if any, are noted below and in the “Issues and Concerns” section of the Executive Summary.

CREDIT UNDERWRITING REQUIRED ITEMS:	STATUS	NOTE
	Satis. /Unsatis.	
1. The development’s final “as submitted for permitting” plans and specifications. Note: Final “signed, sealed, and approved for construction” plans and specifications will be required thirty days before closing.	Satis.	
2. Final site plan and/or status of site plan approval.	Satis.	
3. Permit Status.	Satis.	
4. Pre-construction analysis (“PCA”).	Satis.	
5. Survey.	Satis.	
6. Complete, thorough soil test reports.	Satis.	
7. Full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice.	Satis.	
8. Market Study separate from the Appraisal.	Satis.	
9. Environmental Site Assessment – Phase I and/or Phase II if applicable (If Phase I and/or II disclosed environmental problems requiring remediation, a plan, including time frame and cost, for the remediation is required). If the report is not dated within one year of the application date, an update from the assessor must be provided indicating the current environmental status.	Satis.	
10. Audited financial statements for the most recent fiscal year ended or acceptable alternative as stated in the Rule for credit enhancers, Borrower, general partner, principals, guarantors and general contractor.	Satis.	
11. Resumes and experience of Borrower, general contractor and management agent.	Satis.	

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

12. Credit authorizations; verifications of deposits and mortgage loans.	Satis.	
13. Management Agreement and Management Plan.	Satis.	
14. Firm commitment from the credit enhancer or private placement purchaser, if any.	Satis.	
15. Firm commitment letter from the syndicator, if any.	Satis.	
16. Firm commitment letter(s) for any other financing sources.	Satis.	
17. Updated sources and uses of funds.	Satis.	
18. Draft construction draw schedule showing sources of funds during each month of the construction and lease-up period.	Satis.	
19. Fifteen-year income, expense, and occupancy projection.	Satis.	
20. Executed general construction contract with "not to exceed" costs.	Satis.	
21. HC ONLY: 15% of the total equity to be provided prior to or simultaneously with the closing of the construction financing.	Satis.	
22. Any additional items required by the credit underwriter.	Unsatis.	1

NOTES AND APPLICANT'S RESPONSES:

1. Updated organizational structure or amended limited partnership agreement for the Borrower entity confirming the correct ownership principals and percentages of the Borrower.

HC Allocation Calculation

Section I: Qualified Basis Calculation	
Development Cost	\$177,037,008
Less Land Cost	(\$8,362,000)
Less Federal Funds	\$0
Less Other Ineligible Cost	(\$12,027,042)
Less Disproportionate Standard	\$0
Total Eligible Basis	\$156,647,966
Applicable Fraction	100.00%
DDA/QCT Basis Credit	130.00%
Qualified Basis	\$203,642,355
Housing Credit Percentage	4.00%
Annual Housing Credit Allocation	\$8,145,694

Notes to the Qualified Basis Calculation:

1. Other Ineligible Costs primarily include a portion of new rental units, site work, washers and dryers, accounting fees, legal fees, market study, marketing and advertising, property taxes, survey, title insurance, a portion of construction loan interest, permanent loan fees, FHFC administrative, application, compliance and underwriting fees, bond costs, and reserves.
2. The Borrower committed to a set aside of 100%. Therefore, SMG has utilized an Applicable Fraction of 100%.
3. Per the Application, this Development is located in a Difficult to Develop Area (“DDA”). Therefore, the 130.00% basis credit has been applied to the Eligible Basis.
4. Per the FY 2021 Omnibus Consolidated Appropriations Act passed by Congress as of December 21, 2020, a permanent 4% minimum HC rate was established. For purposes of this report, a HC percentage of 4.00% has therefore been applied.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Section II: Gap Calculation	
Total Development Cost (Including Land and Ineligible Costs)	\$177,037,008
Less Mortgages	(\$62,556,000)
Less Grants	\$0
Equity Gap	\$114,481,008
Percentage to Investment Partnership	99.99%
HC Syndication Pricing	\$0.95
HC Required to Meet Gap	\$120,518,376
Annual HC Required	\$12,051,838

Notes to the Gap Calculation:

1. Mortgages represent the Grandbridge first mortgage and the Polaris Capital, LLC second mortgage.
2. HC Syndication Pricing and Percentage to Investment Partnership are based upon the April 3, 2024 LOI from Truist Capital.

Section III: Tax-Exempt Bond 50% Test	
Total Depreciable Cost	\$156,647,966
Plus Land Cost	\$8,362,000
Aggregate Basis	\$165,009,966
Tax-Exempt Bond Amount	\$91,000,000
Less Debt Service Reserve	\$0
Less Proceeds Used for Costs of Issuance	\$0
Plus Tax-exempt GIC earnings	\$0
Tax-Exempt Proceeds Used for Building and Land	\$91,000,000
Proceeds Divided by Aggregate Basis	55.15%

Notes to 50% Test:

1. SMG estimates the Tax-Exempt MMRB amount to be 55.15% of Depreciable Development Costs plus Land Acquisition Costs. If, at the time of Final Cost Certification, the Tax-Exempt Bond Amount is less than 50%, developer fees will have to be reduced by an amount to ensure compliance with the 50% Test. That may, in turn, result in a reduction to HC Equity.

MMRB AND HC CREDIT UNDERWRITING REPORT

SMG

Section IV: Summary	
HC per Qualified Basis	\$8,145,694
HC per Gap Calculation	\$12,051,838
Annual HC Recommended	\$8,145,694

Notes to the Summary:

1. The Annual HC Recommended is based on the Qualified Basis Calculation.

**FLORIDA HOUSING FINANCE CORPORATION
AUTHORIZATION RESOLUTION
MAISON AT SOLIVITA MARKETPLACE**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF (1) THE MULTIFAMILY MORTGAGE REVENUE BONDS, 2024 SERIES __ [ONE OR MORE SERIES OR SUBSERIES TO BE DESIGNATED] (MAISON AT SOLIVITA MARKETPLACE) (THE "SENIOR BONDS"), AND (2) THE MULTIFAMILY MORTGAGE REVENUE BONDS, 2024 SERIES __ [ONE OR MORE SERIES OR SUBSERIES TO BE DESIGNATED] (MAISON AT SOLIVITA MARKETPLACE) (THE "CASH COLLATERALIZED BONDS"), EACH OF THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SENIOR BONDS AND THE CASH COLLATERALIZED BONDS; APPROVING THE PREPARATION, EXECUTION, AND DELIVERY OF ONE OR MORE TRUST INDENTURES AND/OR FUNDING LOAN AGREEMENTS BETWEEN THE FLORIDA HOUSING FINANCE CORPORATION AND A CORPORATE TRUSTEE OR FISCAL AGENT NAMED THEREIN, AND ONE OR MORE LOAN AGREEMENTS AND/OR FINANCING AGREEMENTS BETWEEN THE FLORIDA HOUSING FINANCE CORPORATION AND THE BORROWER NAMED THEREIN; AUTHORIZING ONE OR MORE LOANS MADE PURSUANT TO ONE OR MORE LOAN AGREEMENTS AND/OR FINANCING AGREEMENTS TO THE BORROWER NAMED THEREIN; AUTHORIZING THE PREPARATION, EXECUTION, AND DELIVERY OF ALL DOCUMENTS NECESSARY FOR THE ISSUANCE AND SALE OF THE SENIOR BONDS AND THE CASH COLLATERALIZED BONDS; AUTHORIZING ALL ACTIONS NECESSARY FOR FINAL APPROVAL OF THE ISSUANCE AND SALE OF THE SENIOR BONDS AND THE CASH COLLATERALIZED BONDS, THE FINANCING OF MAISON AT SOLIVITA MARKETPLACE, AND MAKING OTHER PROVISIONS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Corporation ("Florida Housing") is a public corporation within the Department of Commerce of the State of Florida (the "State") and a public body corporate and politic, duly organized under the Florida Housing Finance Corporation Act, Sections 420.501 *et seq.*, Florida Statutes, as amended (the "Act"), and is authorized by the Act to

issue its bonds, debentures, notes, or other evidence of financial indebtedness from time to time to fulfill its public purposes, which include the financing and refinancing of multifamily residential housing developments for rental to persons and families of low, moderate, or middle income; and

WHEREAS, pursuant to the Act, Florida Housing has now determined to authorize the issuance of its (1) Multifamily Mortgage Revenue Bonds, 2024 Series __ [one or more series or subseries to be designated] (Maison at Solivita Marketplace) (the "Senior Bonds"), and (2) Multifamily Mortgage Revenue Bonds, 2024 Series __ [one or more series or subseries to be designated] (Maison at Solivita Marketplace) (the "Cash Collateralized Bonds" and, together with the Senior Bonds, the "Obligations"), each as tax-exempt or taxable obligations, for the purpose of making one or more loans to Kissimmee Leased Housing Associates III, LLLP, together with its predecessors, successors, assigns, affiliates, and/or related entities (the "Borrower"), to finance the acquisition, construction, and equipping of an approximately 396-unit multifamily residential rental development for persons of low, moderate, and middle income named Maison at Solivita Marketplace located in the City of Kissimmee, Osceola County, Florida (the "Property"); provided that the maximum aggregate principal amount of the Obligations shall not exceed (a) \$91,000,000, or (b) such greater maximum aggregate principal amount of the Obligations which, at the time of issuance, does not exceed a maximum aggregate principal amount which would result in a debt service coverage ratio for the Obligations, as reflected in the Credit Underwriter Confirmation (as defined below) for the Property, of less than 1.00x (subject to receipt of private activity bond allocation being made available for the

tax-exempt Obligations and compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended); and

WHEREAS, as required by the Act, the Board of Directors of Florida Housing (the "Board") has made the following determinations with respect to the financing of the Property:

(1) that a significant number of low, moderate, or middle income persons in the State are subject to hardship finding or obtaining reasonably accessible decent, safe, and sanitary residential housing; and

(2) that private enterprise, unaided, is not meeting and cannot reasonably be expected to meet, the need for such residential housing; and

(3) that the need for such residential housing will be alleviated by the financing of the Property; and

WHEREAS, Florida Housing is desirous of taking all action necessary to give final approval for the financing of the Property as described in the Credit Underwriting Report (as defined herein) and to issue the Obligations in compliance with the Act and other applicable provisions of State law;

NOW THEREFORE, it is hereby ascertained, determined, and resolved:

1. The Property is hereby given final approval for financing on the terms and conditions as described in the Credit Underwriting Report for the Property, presented to and approved by the Board on this date (the "Credit Underwriting Report"), with such deviations as an Authorized Signatory (as defined herein), in consultation with staff of Florida Housing, Bond Counsel, and/or Special Counsel may approve. Execution of one or more trust indentures and/or

funding loan agreements and one or more loan agreements and/or financing agreements, each as described below, by an Authorized Signatory shall be conclusive evidence of such approval.

2. Florida Housing hereby authorizes the issuance and sale of the Obligations as tax-exempt or taxable "Bonds" (as such term is defined in, and within the meaning of, the Act), in such series or subseries as Florida Housing shall designate, in a maximum aggregate principal amount of not to exceed (a) \$91,000,000, or (b) such greater maximum aggregate principal amount of the Obligations which, at the time of issuance, does not exceed a maximum aggregate principal amount which would result in a debt service coverage ratio for the Obligations, as reflected in the Credit Underwriter Confirmation for the Property, of less than 1.00x, subject to receipt of private activity bond allocation being made available for the tax-exempt Obligations and compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended. Subject to the immediately preceding sentence, the maximum aggregate principal amount of the Obligations shall be determined by an Authorized Signatory after receipt of the Credit Underwriter Confirmation for the Property. The "Credit Underwriter Confirmation" is the written confirmation, delivered prior to the issuance of the Obligations, from the Florida Housing Credit Underwriter with respect to the Property that, taking into account any increase in the maximum aggregate principal amount of the Obligations, the conditions set forth in and the requirements of the Credit Underwriting Report have been satisfied. Conclusive evidence of the determination and approval of any such increase in maximum aggregate principal amount of the Obligations shall be evidenced by a certificate of an Authorized Signatory.

3. One or more trust indentures and/or funding loan agreements between Florida Housing and a corporate trustee or fiscal agent named therein (the "Trustee"), setting out the

terms and conditions of the Obligations are hereby authorized to be prepared and delivered, in such forms as may be approved by any member of the Board, the Executive Director or Interim or Acting Executive Director, the Chief Financial Officer, the Comptroller, or any other person designated by separate resolution of the Board (or any person or persons acting in such capacities) (collectively, or each individually, an "Authorized Signatory") (which forms shall set forth as to the Obligations such maturities, interest rates, and purchase price as shall be determined in accordance with the Act, including Section 420.509, Florida Statutes), and the execution of such trust indentures and/or funding loan agreements by an Authorized Signatory, and the attestation thereof by the Secretary or any Assistant Secretary of Florida Housing, is hereby authorized, and the execution thereof by such persons shall be conclusive evidence of such approval.

4. One or more loan agreements and/or financing agreements between Florida Housing and the Borrower, setting out the terms of one or more loans of the proceeds of the Obligations by Florida Housing to the Borrower (collectively, the "Loans"), and the payment and other obligations of the Borrower in respect of the Loans, including one or more promissory notes made by the Borrower to Florida Housing evidencing the Loans, are hereby authorized to be prepared and delivered, in such forms as may be approved by an Authorized Signatory, and the execution of such loan agreements or financing agreements by an Authorized Signatory, and the attestation thereof by the Secretary or any Assistant Secretary of Florida Housing, is hereby authorized, and the execution thereof by such persons shall be conclusive evidence of such approval.

5. If necessary, a private placement memorandum, memorandum of terms and conditions, or transaction summary is hereby authorized to be prepared and distributed in connection with the Senior Bonds in such form as shall be approved by an Authorized Signatory, and the execution of a final private placement memorandum, final memorandum of terms and conditions, or transaction summary, if necessary, by an Authorized Signatory shall be conclusive evidence of such approval.

6. One or more preliminary official statements (or preliminary limited offering memorandums) and one or more final official statements (or final limited offering memorandums) are each authorized to be prepared and distributed in connection with the sale of the Cash Collateralize Bonds in such form as shall be approved by an Authorized Signatory, and the execution of such final official statements (or final limited offering memorandums) by an Authorized Signatory shall be conclusive evidence of such approval.

7. The Obligations shall be sold in accordance with the requirements of the Act, including Section 420.509(12), Florida Statutes. Pursuant to the Act, the Senior Bonds shall be sold by negotiated sale and private placement and the Cash Collateralized Bonds shall be sold by negotiated sale. An Authorized Signatory is hereby authorized to execute one or more purchase agreements, placement agreements, and/or trust indentures or funding loan agreements, as applicable, upon approval of the terms thereof by the staff of Florida Housing, Bond Counsel, and/or Special Counsel, and the execution of such purchase agreements, placement agreements, and/or trust indentures or funding loan agreements, as applicable, by an Authorized Signatory shall be conclusive proof of such approval.

8. An Authorized Signatory is authorized to cause to be prepared and to issue, execute, and deliver any additional documents necessary for the issuance of the Obligations, the making of the Loans, upon the approval of the terms of any credit enhancement, if applicable, and the security therefor, by the staff of Florida Housing, Bond Counsel, and/or Special Counsel. All other actions by Florida Housing necessary for the final approval of the Property for financing, the issuance of the Obligations, the making of the Loans, upon the approval of the terms of any credit enhancement, if applicable, and the security therefor (including, but not limited to, the changing of the title of the Obligations and the series designation of the Obligations, if desirable), are hereby authorized.

9. The principal of, premium, if any, and all interest on the Obligations shall be payable solely out of revenues and other amounts pledged therefor as described in one or more trust indentures and/or funding loan agreements. The Obligations do not constitute obligations, either general or special, of the State or any of its units of local government and shall not be a debt of the State or of any unit of local government thereof, and neither the State nor any unit of local government thereof shall be liable thereon. Florida Housing does not have the power to pledge the credit, the revenues, or the taxing power of the State or of any unit of local government thereof; and neither the credit, the revenues, nor the taxing power of the State or of any unit of local government thereof shall be, or shall be deemed to be, pledged to the payment of the Obligations.

10. The Obligations may be executed either manually or by facsimile signature by any Authorized Signatory or other officer of Florida Housing. In case any Authorized Signatory or officer whose signature or a facsimile of whose signature appears on the Obligations ceases to

be an Authorized Signatory or officer before delivery of the Obligations, the signature or facsimile signature is nevertheless valid and sufficient for all purposes as fully and to the same extent as if he or she had remained in office until the delivery.

11. The maximum aggregate principal amount of the Obligations authorized to be issued hereunder may not exceed the amount permitted in accordance with the applicable Rules of Florida Housing, and reflected in the Credit Underwriter Confirmation, and for which fiscal sufficiency has been determined in accordance with the Act, including Section 420.509(2), Florida Statutes.

12. All resolutions or parts of resolutions in conflict with this Resolution shall be and the same are hereby superseded and repealed to the extent of such conflict.

13. This Resolution shall take effect immediately upon adoption.

ADOPTED THIS 28th DAY OF JUNE, 2024.

(SEAL)

FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida.

ATTEST:

Melissa Levy, Assistant Secretary, Florida Housing Finance Corporation's Board of Directors

Ryan Benson, Chair, Florida Housing Finance Corporation's Board of Directors

STATE OF FLORIDA

COUNTY OF LEON

I hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the 28th day of June, 2024, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Name: Tim Kennedy
Title: Multifamily Loans and Bonds Director,
Florida Housing Finance Corporation

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28th day of June, 2024, by Tim Kennedy, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the Corporation. He is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed, or stamped

**FLORIDA HOUSING FINANCE CORPORATION
SALE RESOLUTION
MAISON AT SOLIVITA MARKETPLACE**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF THE MULTIFAMILY MORTGAGE REVENUE BONDS, 2024 SERIES __ [ONE OR MORE SERIES OR SUBSERIES TO BE DESIGNATED] (MAISON AT SOLIVITA MARKETPLACE) (THE "SENIOR BONDS") AND THE MULTIFAMILY MORTGAGE REVENUE BONDS, 2024 SERIES __ [ONE OR MORE SERIES OR SUBSERIES TO BE DESIGNATED] (MAISON AT SOLIVITA MARKETPLACE) (THE "CASH COLLATERALIZED BONDS"), EACH OF THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING THE ISSUANCE AND SALE OF THE SENIOR BONDS AND THE CASH COLLATERALIZED BONDS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ONE OR MORE BOND PURCHASE AGREEMENTS, BOND PLACEMENT AGREEMENTS, AND/OR TRUST INDENTURES OR FUNDING LOAN AGREEMENTS, AND SUCH OTHER DOCUMENTS AS ARE NECESSARY FOR THE NEGOTIATED SALE AND PRIVATE PLACEMENT OF THE SENIOR BONDS AND THE NEGOTIATED SALE OF THE CASH COLLATERALIZED BONDS; AUTHORIZING THE EXECUTIVE DIRECTOR OR INTERIM OR ACTING EXECUTIVE DIRECTOR, CHIEF FINANCIAL OFFICER, COMPTROLLER, OR ANY MEMBER OF THE BOARD OF DIRECTORS OF THE FLORIDA HOUSING FINANCE CORPORATION OR OTHER AUTHORIZED SIGNATORY TO TAKE ANY OTHER ACTIONS NECESSARY TO NEGOTIATE THE SALE OF THE SENIOR BONDS THROUGH A NEGOTIATED SALE AND PRIVATE PLACEMENT AND THE CASH COLLATERALIZED BONDS THROUGH A NEGOTIATED SALE, AND MAKING OTHER PROVISIONS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Corporation ("Florida Housing") is a public corporation, created within the Department of Commerce of the State of Florida and a public body corporate and politic, duly organized under the Florida Housing Finance Corporation Act, Sections 420.501 *et seq.*, Florida Statutes, as amended (the "Act"), and is authorized by the Act to issue its bonds, debentures, notes, or other evidence of financial indebtedness from time to time to fulfill its public purposes, which include the financing and refinancing of multifamily

residential housing developments for rental to persons or families of low, moderate, or middle income; and

WHEREAS, Florida Housing adopted a resolution authorizing the issuance of its (1) Multifamily Mortgage Revenue Bonds, 2024 Series __ [one or more series or subseries to be designated] (Maison at Solivita Marketplace) (the "Senior Bonds"), and (2) Multifamily Mortgage Revenue Bonds, 2024 Series __ [one or more series or subseries to be designated] (Maison at Solivita Marketplace) (the "Cash Collateralized Bonds" and, together with the Senior Bonds, the "Obligations"), as tax-exempt or taxable bonds, for the purpose of making one or more loans to Kissimmee Leased Housing Associates III, LLLP, together with its predecessors, successors, assigns, affiliates, and/or related entities (the "Borrower"), to finance the acquisition, construction, and equipping of an approximately 396-unit multifamily residential rental development for persons of low, moderate, and middle income named Maison at Solivita Marketplace located in the City of Kissimmee, Osceola County, Florida (the "Property"); provided that the maximum aggregate principal amount of the Obligations shall not exceed (a) \$91,000,000, or (b) such greater maximum aggregate principal amount of the Bonds which, at the time of issuance, does not exceed a maximum aggregate principal amount which would result in a debt service coverage ratio for the Obligations, as reflected in the Credit Underwriter Confirmation (as defined below) for the Property, of less than 1.00x (subject to receipt of private activity bond allocation being made available for the tax-exempt Obligations and compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended); and

WHEREAS, the Act authorizes Florida Housing to negotiated with one or more purchasers designated by Florida Housing for a negotiated sale and private placement of the

Senior Bonds with one or more purchasers, if Florida Housing by official action at a public meeting determines that such negotiated sale and private placement of the Senior Bonds is in the best interest of Florida Housing; and

WHEREAS, the Act authorizes Florida Housing to negotiate with one or more underwriters designated by Florida Housing for a negotiated sale of the Cash Collateralized Bonds through one or more underwriters if Florida Housing by official action at a public meeting determines that such negotiated sale of the Cash Collateralized Bonds is in the best interest of Florida Housing; and

WHEREAS, Florida Housing has reviewed the market conditions and trends affecting the sale of the Obligations; and

WHEREAS, Florida Housing has received a recommendation and reviewed and looked at the relative advantage of a negotiated sale and private placement of the Senior Bonds and the negotiated sale of the Cash Collateralized Bonds in light of the current and anticipated market conditions; and

WHEREAS, the Board of Directors of Florida Housing (the "Board") has considered the best interests of Florida Housing and the public; and

WHEREAS, the nature and structure of the Senior Bonds and the current and anticipated market conditions render the Senior Bonds as a candidate for a negotiated sale and private placement; and

WHEREAS, the nature and structure of the Cash Collateralized Bonds and the current and anticipated market conditions render the Cash Collateralized Bonds as a candidate for a negotiated sale; and

WHEREAS, based on the foregoing, the Board hereby finds that, with respect to the Senior Bonds, a negotiated sale and private placement is in the best interest of the public and Florida Housing based on the current market conditions and based upon the structure of the Senior Bonds. Existing and projected market conditions and any lack of flexibility in the public sale of the Senior Bonds could be prejudicial to Florida Housing and to the public. Additionally, the structure of the Cash Collateralized Bonds and the current demand for these types of obligations support a negotiated sale; and

WHEREAS, based on the foregoing, the Board hereby finds that, with respect to the Cash Collateralized Bonds, a negotiated sale is in the best interest of the public and Florida Housing based on the current market conditions and based upon the structure of the Cash Collateralized Bonds. Existing and projected market conditions and any lack of flexibility in the sale of the Cash Collateralized Bonds could be prejudicial to Florida Housing and to the public. Additionally, the structure of the Cash Collateralized Bonds and the current demand for these types of obligations support a negotiated sale.

NOW, THEREFORE, BE IT RESOLVED BY FLORIDA HOUSING:

1. A negotiated sale and private placement of the Senior Bonds and a negotiated sale of the Cash Collateralized Bonds is in the best interest of Florida Housing and the public for the reasons herein described.

2. The negotiated sale and private placement of the Senior Bonds is to be negotiated by Florida Housing with or through Stifel, Nicolaus & Co., as placement agent (the "Placement Agent") and Deutsche Bank Securities, Inc., or an affiliate thereof, as the purchaser of the Senior Bonds (the "Purchaser").

3. The Senior Bonds are to be generally described as follows:

Florida Housing Finance Corporation
Multifamily Mortgage Revenue Bonds,
2024 Series __ [one or more series or subseries to be designated]
(Maison at Solivita Marketplace).

4. Florida Housing shall negotiate through the Placement Agent with the Purchaser and execute such documents as are necessary to sell and privately place the Senior Bonds with the Purchaser pursuant to this Resolution. It is expected that upon the satisfaction of certain conditions of conversion, the Senior Bonds will be sold or transferred to, converted to, or exchanged for a governmental note that will be purchased by Grandbridge Commercial Mortgage pursuant to a forward commitment with the Federal Home Loan Mortgage Corporation. Any member of the Board, the Executive Director or Interim or Acting Executive Director, the Chief Financial Officer, the Comptroller, or any other person designated by separate resolution of the Board (or any person or persons acting in such capacities) (collectively, or each individually, an "Authorized Signatory") is authorized to negotiate the terms of the negotiated sale and private placement of the Senior Bonds and to execute one or more bond purchase agreements, bond placement agreements, and/or trust indenture or funding loan agreements, as applicable, upon approval of the terms thereof, and the execution thereof by an Authorized Signatory shall be conclusive evidence of such approval.

5. The negotiated sale of the Cash Collateralized Bonds is to be negotiated by Florida Housing with or through Stifel, Nicolaus & Co., as underwriter (the "Underwriter").

6. The Cash Collateralized Bonds are to be generally described as follows:

Florida Housing Finance Corporation
Multifamily Mortgage Revenue Bonds,
2024 Series __ [one or more series or subseries to be designated]
(Maison at Solivita Marketplace).

7. Florida Housing shall negotiate with or through the Underwriter and execute such documents as are necessary to sell the Cash Collateralized Bonds to the purchasers pursuant to this Resolution. Any Authorized Signatory is authorized to negotiate the terms of the negotiated sale of the Cash Collateralized Bonds and to execute one or more bond purchase agreements, bond placement agreements, and/or trust indenture or funding loan agreements, as applicable, upon approval of the terms thereof, and the execution thereof by an Authorized Signatory shall be conclusive evidence of such approval.

8. The authority to execute one or more bond purchase agreements, bond placement agreements, and/or trust indentures or funding loan agreements, as applicable, is predicated upon such agreements providing for an interest rate or rates on the Senior Bonds and the Cash Collateralized Bonds that would not exceed the lesser of 10% or the maximum rate authorized under Florida law, and would provide for a negotiated sale and private place of the Senior Bonds and the negotiated sale of the Cash Collateralized Bonds, each in conformance with the program documents.

9. An Authorized Signatory and the attorneys for Florida Housing and other consultants, agents, or employees thereof, are hereby authorized to execute all necessary documents and to take whatever action is necessary to finalize the issuance and negotiated sale and/or private placement, as applicable, of the Obligations pursuant to this Resolution and to provide for the use of the proceeds of the Obligations contemplated by this Resolution.

10. The award of the Obligations pursuant to the terms of this Resolution shall be final without any further action by Florida Housing.

11. All resolutions or parts of resolutions in conflict with this Resolution are hereby superseded and repealed to the extent of such conflict.

12. This Resolution shall take effect immediately upon adoption.

ADOPTED THIS 28th DAY OF JUNE, 2024.

(SEAL)

ATTEST:

FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida.

Melissa Levy, Assistant Secretary, Florida Housing Finance Corporation's Board of Directors

Ryan Benson, Chair, Florida Housing Finance Corporation's Board of Directors

STATE OF FLORIDA

COUNTY OF LEON

I hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the 28th day of June, 2024, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Name: Tim Kennedy
Title: Multifamily Loans and Bonds Director,
Florida Housing Finance Corporation

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28th day of June, 2024, by Tim Kennedy, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the Corporation. He is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed, or stamped



Caine Mitter
Caine Mitter & Associates Incorporated

225 West 35th Street, Suite 900
New York, NY 10001
t 212 686 8820 | f 212 686 2155
www.cainemitter.com

June 14, 2024

Angie Sellers, Chief Financial Officer
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

Re: **Maison at Solivita Marketplace, 2024 Multifamily Mortgage Revenue Bonds and Notes**
Method of Sale Recommendation

Dear Angie,

At the request of the staff of the Florida Housing Finance Corporation ("Florida Housing") and pursuant to our Contract for Independent Registered Municipal Advisor Services with Florida Housing, I have reviewed the Credit Underwriting Report dated as of June 12, 2024, relating to Maison at Solivita Marketplace (the "Credit Underwriting Report"), and herein provide my recommendation for both a negotiated public offering method of sale and a negotiated private placement method of sale.

This recommendation is consistent with the procedures established for evaluating proposed multifamily transactions and is based upon the project information contained in the Credit Underwriting Report. The required factors considered in my evaluation of the proposed project are:

- Prevailing interest rates and financing costs for multifamily bonds and notes,
- The anticipated credit and security structure,
- The proposed financing and issue structure,
- The experience of the developer in financing affordable housing,
- Florida Housing's known programmatic objectives,
- Probable near term market conditions,
- The timing of the transaction, and
- Other information provided by Florida Housing staff and the working group for this transaction, as applicable

The Credit Underwriting Report outlines a plan of finance for affordable multifamily housing. During the construction phase, there will be one series of tax-exempt, variable rate notes that are privately placed with a bank and one series of tax-exempt, fixed rate, cash collateralized bonds that are publicly offered. After construction, there will be one tax-exempt, fixed rate note that will be privately placed with a bank / Freddie Mac.

The Credit Underwriting Report proposes a negotiated private placement to be an effective method of sale for the construction phase notes, a negotiated public offering to be an effective method of sale for the construction phase bonds, and a negotiated private placement to be an effective method of sale for the permanent phase note.

The following is a summary concerning this project and financing:

Project Name: Maison at Solivita Marketplace

Construction Bond Purchasers: One series of bonds: investors of publicly offered bonds; one series of notes: Deutsche Bank

Permanent Note Purchasers: Grandbridge Real Estate Capital / Freddie Mac

Developer / Key Representative: Kissimmee Leased Housing Development III, LLC / Devon Quist

Recommended Method of Sale: Negotiated public offering for one series of construction phase bonds, negotiated private placement for one series of construction phase notes, and negotiated private placement for the permanent phase note.

Based on the structure of the bond and note issues and prevailing market conditions, a negotiated public offering will be an effective method of sale for one series of construction phase bonds, a negotiated private placement will be an effective method of sale for one series of construction phase notes, and a negotiated private placement will be an effective method of sale for the permanent phase note. Based on Florida Housing's experience with similar offerings, current market conditions, and other recent housing finance agency multifamily transactions, these methods can be expected to achieve the borrower's objectives based on the facts presented.

Should there be any substantial changes in the market, the proposed credit structure, or development team, a further review of the above recommendation should be undertaken. It is expected, consistent with Chapter 67-21.0045 of Florida Administrative Code that a final term sheet for the project will be provided to Caine Mitter & Associates Incorporated at the appropriate time to allow for any required final recommendation if necessary. If you have any questions or require any discussion please feel free to contact me.

Sincerely,

Victor Chiang

Caine Mitter & Associates Incorporated

Victor Chiang
Vice President

cc: Tim Kennedy, Multifamily Loans & Bonds Director

RESOLUTION
of the
Board of Directors of
Florida Housing Finance Corporation
pertaining to
the Acknowledgement Resolution for
Southward Village CNI Phase 3

A RESOLUTION OF THE FLORIDA HOUSING FINANCE CORPORATION ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN DEVELOPMENT COSTS INCURRED WITH THE PROCEEDS OF FUTURE TAX-EXEMPT FINANCING ON BEHALF OF SOUTHWARD VILLAGE PHASE 3, LP, OR AN AFFILIATE THEREOF OR ANY ENTITY IN WHICH SOUTHWARD VILLAGE PHASE 3, LP, IS A GENERAL PARTNER OR MANAGING MEMBER, RELATING TO A MULTIFAMILY RESIDENTIAL RENTAL DEVELOPMENT, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS PRECEDENT TO PROVIDING ANY TAX-EXEMPT FINANCING, MAKING CERTAIN FINDINGS AND AUTHORIZING THE DEVELOPMENT OF A PLAN OF FINANCING FOR OBTAINING NOT TO EXCEED \$18,700,000 IN TAX-EXEMPT FINANCING FOR THE DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA HOUSING FINANCE CORPORATION AS FOLLOWS:

Section 1. It is hereby found, ascertained, determined and resolved that:

- (a) There is a shortage of available, affordable rental housing in the State of Florida;
- (b) A significant number of low, moderate or middle income persons in the local government in which the development referred to herein is to be located, or in an area reasonably accessible thereto, are subject to hardship in finding adequate, safe, and sanitary housing;
- (c) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise. Private enterprise, unaided, is not meeting, and cannot reasonably be expected to meet, the need for such housing;
- (d) The financing, acquisition and construction of rental housing for low, moderate and middle income persons and families in the State of Florida constitutes a public purpose; and
- (e) An apartment community to be developed by Southward Village Phase 3, LP, or an affiliate thereof or any entity in which Southward Village Phase 3, LP is a general partner or managing member (the "Developer"), on a site located in Lee County, Florida, and known as Southward Village CNI Phase 3, is a multifamily residential

rental development, which will assist in alleviating the shortage of rental housing for low, moderate and middle income residents of the State of Florida.

Section 2. The Florida Housing Finance Corporation (“Florida Housing”) hereby authorizes its staff to negotiate and prepare a plan for financing, and to commence the structuring of a debt instrument or instruments, to provide up to \$18,700,000 in tax-exempt financing for a portion of the cost of acquiring, constructing, and equipping approximately 81 residential rental units for the aforementioned development in order to provide apartment units to low, moderate or middle income persons and families in a qualifying multifamily residential rental development. Such plan for financing shall provide for the payment of such costs and expenditures from a mortgage loan account (or similarly named account).

Section 3. Florida Housing finds that the Developer has shown that this development is appropriate to the needs and circumstances of Lee County, Florida and will make a significant contribution to alleviate the housing shortage.

Section 4. This Resolution is intended to and shall constitute a declaration of official intent of Florida Housing for the purposes of the Internal Revenue Code of 1986 and Section 1.150-2 of the United States Treasury Regulations in order to provide for the reimbursement of allowable project costs.

Section 5. This Resolution is also intended to and shall constitute an “Acknowledgment Resolution” as defined in Rule Chapter 67-21 of the Florida Administrative Code (the “Rule”), which means the official action taken by Florida Housing to reflect its intent to finance the proposed development provided that the requirements of Florida Housing, the terms of the MMRB Loan Commitment and the terms of the Credit Underwriting Report (as such terms are defined in the Rule) are met.

Section 6. The Developer has agreed to comply with all land use restrictions relating to tax-exempt financing, including, but not limited to, those promulgated pursuant to Section 142(d) of the Internal Revenue Code of 1986 and those committed to by the Developer in its 2023 Application filed with Florida Housing.

Section 7. This Resolution is not intended to be a binding commitment to finance or an obligation to finance the proposed development by Florida Housing through tax-exempt financing or in any other way. The tax-exempt financing is subject, in all respects, to (a) the approval by Florida Housing and its counsel, if applicable, of (i) all program documents and elements, (ii) the development plans, (iii) all necessary approvals from all governmental units having jurisdiction over the development, and (iv) the tax-exempt financing with respect to the acquisition, construction, and equipping of the development, (b) the issuance and sale by Florida Housing of the tax-exempt debt instrument or instruments for the financing, and (c) the availability of private activity bond allocation.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS ____ day of _____, 2024.

(SEAL)

ATTEST:

FLORIDA HOUSING FINANCE
CORPORATION, a public corporation
and a public body corporate and politic
duly created and existing under the laws
of the State of Florida

Melissa Levy, Assistant Secretary, Florida
Housing Finance Corporation Board of
Directors

Ryan Benson, Chair, Florida Housing
Finance Corporation Board of
Directors

STATE OF FLORIDA
COUNTY OF LEON

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the __ day of June, 2024, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Tim Kennedy, Multifamily Loans/Bonds
Director, Florida Housing Finance
Corporation

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2024 by Tim Kennedy, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

RESOLUTION
of the
Board of Directors of
Florida Housing Finance Corporation
pertaining to
the Acknowledgement Resolution for
Gallery at Rome Yards

A RESOLUTION OF THE FLORIDA HOUSING FINANCE CORPORATION ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN DEVELOPMENT COSTS INCURRED WITH THE PROCEEDS OF FUTURE TAX-EXEMPT FINANCING ON BEHALF OF ROME YARDS PHASE 3A, LLC, OR AN AFFILIATE THEREOF OR ANY ENTITY IN WHICH ROME YARDS PHASE 3A, LLC, IS A GENERAL PARTNER OR MANAGING MEMBER, RELATING TO A MULTIFAMILY RESIDENTIAL RENTAL DEVELOPMENT, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS PRECEDENT TO PROVIDING ANY TAX-EXEMPT FINANCING, MAKING CERTAIN FINDINGS AND AUTHORIZING THE DEVELOPMENT OF A PLAN OF FINANCING FOR OBTAINING NOT TO EXCEED \$70,400,000 IN TAX-EXEMPT FINANCING FOR THE DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA HOUSING FINANCE CORPORATION AS FOLLOWS:

Section 1. It is hereby found, ascertained, determined and resolved that:

- (a) There is a shortage of available, affordable rental housing in the State of Florida;
- (b) A significant number of low, moderate or middle income persons in the local government in which the development referred to herein is to be located, or in an area reasonably accessible thereto, are subject to hardship in finding adequate, safe, and sanitary housing;
- (c) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise. Private enterprise, unaided, is not meeting, and cannot reasonably be expected to meet, the need for such housing;
- (d) The financing, acquisition and new construction of rental housing for low, moderate and middle income persons and families in the State of Florida constitutes a public purpose; and
- (e) An apartment community to be developed by Rome Yards Phase 3A, LLC, or an affiliate thereof or any entity in which Rome Yards Phase 3A, LLC is a general partner or managing member (the "Developer"), on a site located in Hillsborough County, Florida, and known as Gallery at Rome Yards, is a multifamily residential

rental development, which will assist in alleviating the shortage of rental housing for low, moderate and middle income residents of the State of Florida.

Section 2. The Florida Housing Finance Corporation (“Florida Housing”) hereby authorizes its staff to negotiate and prepare a plan for financing, and to commence the structuring of a debt instrument or instruments, to provide up to \$70,400,000 in tax-exempt financing for a portion of the cost of acquiring, constructing, and equipping approximately 234 residential rental units for the aforementioned development in order to provide apartment units to low, moderate or middle income persons and families in a qualifying multifamily residential rental development. Such plan for financing shall provide for the payment of such costs and expenditures from a mortgage loan account (or similarly named account).

Section 3. Florida Housing finds that the Developer has shown that this development is appropriate to the needs and circumstances of Hillsborough County, Florida and will make a significant contribution to alleviate the housing shortage.

Section 4. This Resolution is intended to and shall constitute a declaration of official intent of Florida Housing for the purposes of the Internal Revenue Code of 1986 and Section 1.150-2 of the United States Treasury Regulations in order to provide for the reimbursement of allowable project costs.

Section 5. This Resolution is also intended to and shall constitute an “Acknowledgment Resolution” as defined in Rule Chapter 67-21 of the Florida Administrative Code (the “Rule”), which means the official action taken by Florida Housing to reflect its intent to finance the proposed development provided that the requirements of Florida Housing, the terms of the MMRB Loan Commitment and the terms of the Credit Underwriting Report (as such terms are defined in the Rule) are met.

Section 6. The Developer has agreed to comply with all land use restrictions relating to tax-exempt financing, including, but not limited to, those promulgated pursuant to Section 142(d) of the Internal Revenue Code of 1986 and those committed to by the Developer in its 2023 Application filed with Florida Housing.

Section 7. This Resolution is not intended to be a binding commitment to finance or an obligation to finance the proposed development by Florida Housing through tax-exempt financing or in any other way. The tax-exempt financing is subject, in all respects, to (a) the approval by Florida Housing and its counsel, if applicable, of (i) all program documents and elements, (ii) the development plans, (iii) all necessary approvals from all governmental units having jurisdiction over the development, and (iv) the tax-exempt financing with respect to the acquisition, construction, and equipping of the development, (b) the issuance and sale by Florida Housing of the tax-exempt debt instrument or instruments for the financing, and (c) the availability of private activity bond allocation.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS ____ day of _____, 2024.

(SEAL)

ATTEST:

FLORIDA HOUSING FINANCE
CORPORATION, a public corporation
and a public body corporate and politic
duly created and existing under the laws
of the State of Florida

Melissa Levy, Assistant Secretary, Florida
Housing Finance Corporation Board of
Directors

Ryan Benson, Chair, Florida Housing
Finance Corporation Board of
Directors

STATE OF FLORIDA
COUNTY OF LEON

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the __ day of June, 2024, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Tim Kennedy, Multifamily Loans/Bonds
Director, Florida Housing Finance
Corporation

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2024 by Tim Kennedy, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

RESOLUTION
of the
Board of Directors of
Florida Housing Finance Corporation
pertaining to
the Acknowledgement Resolution for
Liberty Square Elderly

A RESOLUTION OF THE FLORIDA HOUSING FINANCE CORPORATION ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN DEVELOPMENT COSTS INCURRED WITH THE PROCEEDS OF FUTURE TAX-EXEMPT FINANCING ON BEHALF OF LIBERTY SQUARE ELDERLY, LLC, OR AN AFFILIATE THEREOF OR ANY ENTITY IN WHICH LIBERTY SQUARE ELDERLY, LLC, IS A GENERAL PARTNER OR MANAGING MEMBER, RELATING TO A MULTIFAMILY RESIDENTIAL RENTAL DEVELOPMENT, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS PRECEDENT TO PROVIDING ANY TAX-EXEMPT FINANCING, MAKING CERTAIN FINDINGS AND AUTHORIZING THE DEVELOPMENT OF A PLAN OF FINANCING FOR OBTAINING NOT TO EXCEED \$35,750,000 IN TAX-EXEMPT FINANCING FOR THE DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA HOUSING FINANCE CORPORATION AS FOLLOWS:

Section 1. It is hereby found, ascertained, determined and resolved that:

- (a) There is a shortage of available, affordable rental housing in the State of Florida;
- (b) A significant number of low, moderate or middle income persons in the local government in which the development referred to herein is to be located, or in an area reasonably accessible thereto, are subject to hardship in finding adequate, safe, and sanitary housing;
- (c) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise. Private enterprise, unaided, is not meeting, and cannot reasonably be expected to meet, the need for such housing;
- (d) The financing, acquisition and new construction of rental housing for low, moderate and middle income persons and families in the State of Florida constitutes a public purpose; and
- (e) An apartment community to be developed by Liberty Square Elderly, LLC, or an affiliate thereof or any entity in which Liberty Square Elderly, LLC is a general partner or managing member (the "Developer"), on a site located in Miami-Dade County, Florida, and known as Liberty Square Elderly is a multifamily residential

rental development, which will assist in alleviating the shortage of rental housing for low, moderate and middle income residents of the State of Florida.

Section 2. The Florida Housing Finance Corporation (“Florida Housing”) hereby authorizes its staff to negotiate and prepare a plan for financing, and to commence the structuring of a debt instrument or instruments, to provide up to \$35,750,000 in tax-exempt financing for a portion of the cost of acquiring, constructing, and equipping approximately 132 residential rental units for the aforementioned development in order to provide apartment units to low, moderate or middle income persons and families in a qualifying multifamily residential rental development. Such plan for financing shall provide for the payment of such costs and expenditures from a mortgage loan account (or similarly named account).

Section 3. Florida Housing finds that the Developer has shown that this development is appropriate to the needs and circumstances of Miami-Dade County, Florida and will make a significant contribution to alleviate the housing shortage.

Section 4. This Resolution is intended to and shall constitute a declaration of official intent of Florida Housing for the purposes of the Internal Revenue Code of 1986 and Section 1.150-2 of the United States Treasury Regulations in order to provide for the reimbursement of allowable project costs.

Section 5. This Resolution is also intended to and shall constitute an “Acknowledgment Resolution” as defined in Rule Chapter 67-21 of the Florida Administrative Code (the “Rule”), which means the official action taken by Florida Housing to reflect its intent to finance the proposed development provided that the requirements of Florida Housing, the terms of the MMRB Loan Commitment and the terms of the Credit Underwriting Report (as such terms are defined in the Rule) are met.

Section 6. The Developer has agreed to comply with all land use restrictions relating to tax-exempt financing, including, but not limited to, those promulgated pursuant to Section 142(d) of the Internal Revenue Code of 1986 and those committed to by the Developer in its 2023 Application filed with Florida Housing.

Section 7. This Resolution is not intended to be a binding commitment to finance or an obligation to finance the proposed development by Florida Housing through tax-exempt financing or in any other way. The tax-exempt financing is subject, in all respects, to (a) the approval by Florida Housing and its counsel, if applicable, of (i) all program documents and elements, (ii) the development plans, (iii) all necessary approvals from all governmental units having jurisdiction over the development, and (iv) the tax-exempt financing with respect to the acquisition, construction, and equipping of the development, (b) the issuance and sale by Florida Housing of the tax-exempt debt instrument or instruments for the financing, and (c) the availability of private activity bond allocation.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS ____ day of _____, 2024.

(SEAL)

ATTEST:

FLORIDA HOUSING FINANCE
CORPORATION, a public corporation
and a public body corporate and politic
duly created and existing under the laws
of the State of Florida

Melissa Levy, Assistant Secretary, Florida
Housing Finance Corporation Board of
Directors

Ryan Benson, Chair, Florida Housing
Finance Corporation Board of
Directors

STATE OF FLORIDA
COUNTY OF LEON

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the __ day of June, 2024, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Tim Kennedy, Multifamily Loans/Bonds
Director, Florida Housing Finance
Corporation

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2024 by Tim Kennedy, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

RESOLUTION
of the
Board of Directors of
Florida Housing Finance Corporation
pertaining to
the Acknowledgement Resolution for
Ekos on Collier

A RESOLUTION OF THE FLORIDA HOUSING FINANCE CORPORATION ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN DEVELOPMENT COSTS INCURRED WITH THE PROCEEDS OF FUTURE TAX-EXEMPT FINANCING ON BEHALF OF MHP COLLIER II, LLC, OR AN AFFILIATE THEREOF OR ANY ENTITY IN WHICH MHP COLLIER II, LLC, IS A GENERAL PARTNER OR MANAGING MEMBER, RELATING TO A MULTIFAMILY RESIDENTIAL RENTAL DEVELOPMENT, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS PRECEDENT TO PROVIDING ANY TAX-EXEMPT FINANCING, MAKING CERTAIN FINDINGS AND AUTHORIZING THE DEVELOPMENT OF A PLAN OF FINANCING FOR OBTAINING NOT TO EXCEED \$42,487,500 IN TAX-EXEMPT FINANCING FOR THE DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA HOUSING FINANCE CORPORATION AS FOLLOWS:

Section 1. It is hereby found, ascertained, determined and resolved that:

- (a) There is a shortage of available, affordable rental housing in the State of Florida;
- (b) A significant number of low, moderate or middle income persons in the local government in which the development referred to herein is to be located, or in an area reasonably accessible thereto, are subject to hardship in finding adequate, safe, and sanitary housing;
- (c) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise. Private enterprise, unaided, is not meeting, and cannot reasonably be expected to meet, the need for such housing;
- (d) The financing, acquisition and new construction of rental housing for low, moderate and middle income persons and families in the State of Florida constitutes a public purpose; and
- (e) An apartment community to be developed by MHP Collier II, LLC, or an affiliate thereof or any entity in which MHP Collier II, LLC is a general partner or managing member (the "Developer"), on a site located in Collier County, Florida, and known as Ekos on Collier, is a multifamily residential

rental development, which will assist in alleviating the shortage of rental housing for low, moderate and middle income residents of the State of Florida.

Section 2. The Florida Housing Finance Corporation (“Florida Housing”) hereby authorizes its staff to negotiate and prepare a plan for financing, and to commence the structuring of a debt instrument or instruments, to provide up to \$42,487,500 in tax-exempt financing for a portion of the cost of acquiring, constructing, and equipping approximately 160 residential rental units for the aforementioned development in order to provide apartment units to low, moderate or middle income persons and families in a qualifying multifamily residential rental development. Such plan for financing shall provide for the payment of such costs and expenditures from a mortgage loan account (or similarly named account).

Section 3. Florida Housing finds that the Developer has shown that this development is appropriate to the needs and circumstances of Collier County, Florida and will make a significant contribution to alleviate the housing shortage.

Section 4. This Resolution is intended to and shall constitute a declaration of official intent of Florida Housing for the purposes of the Internal Revenue Code of 1986 and Section 1.150-2 of the United States Treasury Regulations in order to provide for the reimbursement of allowable project costs.

Section 5. This Resolution is also intended to and shall constitute an “Acknowledgment Resolution” as defined in Rule Chapter 67-21 of the Florida Administrative Code (the “Rule”), which means the official action taken by Florida Housing to reflect its intent to finance the proposed development provided that the requirements of Florida Housing, the terms of the MMRB Loan Commitment and the terms of the Credit Underwriting Report (as such terms are defined in the Rule) are met.

Section 6. The Developer has agreed to comply with all land use restrictions relating to tax-exempt financing, including, but not limited to, those promulgated pursuant to Section 142(d) of the Internal Revenue Code of 1986 and those committed to by the Developer in its 2023 Application filed with Florida Housing.

Section 7. This Resolution is not intended to be a binding commitment to finance or an obligation to finance the proposed development by Florida Housing through tax-exempt financing or in any other way. The tax-exempt financing is subject, in all respects, to (a) the approval by Florida Housing and its counsel, if applicable, of (i) all program documents and elements, (ii) the development plans, (iii) all necessary approvals from all governmental units having jurisdiction over the development, and (iv) the tax-exempt financing with respect to the acquisition, rehabilitation, and equipping of the development, (b) the issuance and sale by Florida Housing of the tax-exempt debt instrument or instruments for the financing, and (c) the availability of private activity bond allocation.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS ____ day of _____, 2024.

(SEAL)

ATTEST:

FLORIDA HOUSING FINANCE
CORPORATION, a public corporation
and a public body corporate and politic
duly created and existing under the laws
of the State of Florida

Melissa Levy, Assistant Secretary, Florida
Housing Finance Corporation Board of
Directors

Ryan Benson, Chair, Florida Housing
Finance Corporation Board of
Directors

STATE OF FLORIDA
COUNTY OF LEON

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the __ day of June, 2024, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Tim Kennedy, Multifamily Loans/Bonds
Director, Florida Housing Finance
Corporation

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2024 by Tim Kennedy, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

RESOLUTION
of the
Board of Directors of
Florida Housing Finance Corporation
pertaining to
the Acknowledgement Resolution for
Ninth Street Apartments

A RESOLUTION OF THE FLORIDA HOUSING FINANCE CORPORATION ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN DEVELOPMENT COSTS INCURRED WITH THE PROCEEDS OF FUTURE TAX-EXEMPT FINANCING ON BEHALF OF ECG FLORIDA 2023, LP, OR AN AFFILIATE THEREOF OR ANY ENTITY IN WHICH ECG FLORIDA 2023, LP, IS A GENERAL PARTNER OR MANAGING MEMBER, RELATING TO A MULTIFAMILY RESIDENTIAL RENTAL DEVELOPMENT, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS PRECEDENT TO PROVIDING ANY TAX-EXEMPT FINANCING, MAKING CERTAIN FINDINGS AND AUTHORIZING THE DEVELOPMENT OF A PLAN OF FINANCING FOR OBTAINING NOT TO EXCEED \$29,700,000 IN TAX-EXEMPT FINANCING FOR THE DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA HOUSING FINANCE CORPORATION AS FOLLOWS:

Section 1. It is hereby found, ascertained, determined and resolved that:

- (a) There is a shortage of available, affordable rental housing in the State of Florida;
- (b) A significant number of low, moderate or middle income persons in the local government in which the development referred to herein is to be located, or in an area reasonably accessible thereto, are subject to hardship in finding adequate, safe, and sanitary housing;
- (c) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise. Private enterprise, unaided, is not meeting, and cannot reasonably be expected to meet, the need for such housing;
- (d) The financing, acquisition and new construction of rental housing for low, moderate and middle income persons and families in the State of Florida constitutes a public purpose; and
- (e) An apartment community to be developed by ECG Florida 2023, LP, or an affiliate thereof or any entity in which ECG Florida 2023, LP is a general partner or managing member (the "Developer"), on a site located in Manatee County, Florida, and known as Ninth Street Apartments, is a multifamily residential

rental development, which will assist in alleviating the shortage of rental housing for low, moderate and middle income residents of the State of Florida.

Section 2. The Florida Housing Finance Corporation (“Florida Housing”) hereby authorizes its staff to negotiate and prepare a plan for financing, and to commence the structuring of a debt instrument or instruments, to provide up to \$29,700,000 in tax-exempt financing for a portion of the cost of acquiring, constructing, and equipping approximately 134 residential rental units for the aforementioned development in order to provide apartment units to low, moderate or middle income persons and families in a qualifying multifamily residential rental development. Such plan for financing shall provide for the payment of such costs and expenditures from a mortgage loan account (or similarly named account).

Section 3. Florida Housing finds that the Developer has shown that this development is appropriate to the needs and circumstances of Manatee County, Florida and will make a significant contribution to alleviate the housing shortage.

Section 4. This Resolution is intended to and shall constitute a declaration of official intent of Florida Housing for the purposes of the Internal Revenue Code of 1986 and Section 1.150-2 of the United States Treasury Regulations in order to provide for the reimbursement of allowable project costs.

Section 5. This Resolution is also intended to and shall constitute an “Acknowledgment Resolution” as defined in Rule Chapter 67-21 of the Florida Administrative Code (the “Rule”), which means the official action taken by Florida Housing to reflect its intent to finance the proposed development provided that the requirements of Florida Housing, the terms of the MMRB Loan Commitment and the terms of the Credit Underwriting Report (as such terms are defined in the Rule) are met.

Section 6. The Developer has agreed to comply with all land use restrictions relating to tax-exempt financing, including, but not limited to, those promulgated pursuant to Section 142(d) of the Internal Revenue Code of 1986 and those committed to by the Developer in its 2023 Application filed with Florida Housing.

Section 7. This Resolution is not intended to be a binding commitment to finance or an obligation to finance the proposed development by Florida Housing through tax-exempt financing or in any other way. The tax-exempt financing is subject, in all respects, to (a) the approval by Florida Housing and its counsel, if applicable, of (i) all program documents and elements, (ii) the development plans, (iii) all necessary approvals from all governmental units having jurisdiction over the development, and (iv) the tax-exempt financing with respect to the acquisition, construction, and equipping of the development, (b) the issuance and sale by Florida Housing of the tax-exempt debt instrument or instruments for the financing, and (c) the availability of private activity bond allocation.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS ____ day of _____, 2024.

(SEAL)

ATTEST:

FLORIDA HOUSING FINANCE
CORPORATION, a public corporation
and a public body corporate and politic
duly created and existing under the laws
of the State of Florida

Melissa Levy, Assistant Secretary, Florida
Housing Finance Corporation Board of
Directors

Ryan Benson, Chair, Florida Housing
Finance Corporation Board of
Directors

STATE OF FLORIDA
COUNTY OF LEON

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a duly noticed public meeting of the Florida Housing Finance Corporation, legally called and held on the __ day of June, 2024, at which a quorum was present, all as will appear by reference to the original Resolution incorporated in the official records of the Florida Housing Finance Corporation.

By: _____
Tim Kennedy, Multifamily Loans/Bonds
Director, Florida Housing Finance
Corporation

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2024 by Tim Kennedy, as Multifamily Loans and Bonds Director of the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

PINE ISLAND PARK LLC, A FLORIDA LIMITED LIABILITY COMPANY

7735 NW 146 Street, Suite 306, Miami Lakes, Florida 33016

May 23, 2024

VIA EMAIL (MELISSA.LEVY@FLORIDAHOUSING.ORG)

VIA PROCOREM

Ms. Melissa Levy
Executive Director of Multifamily Programs
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301

Re: Pine Island Park (RFA 2023-205, Application #2024-033BSN/2023-524C)

Dear Ms. Levy:

On August 3, 2023, Pine Island Park LLC, a Florida limited liability company (the “Company”), submitted Application No. 2024-033BSN/2023-524C (the “Application”) in response to RFA 2023-205 for SAIL Financing of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds and Non-Competitive Housing Credits (the “RFA”).

Florida Housing Finance Corporation (“Florida Housing”) subsequently invited the Company to enter into credit underwriting and the Company was approved by Florida Housing’s Board of Directors (the “Board”) for (i) Multifamily Mortgage Revenue Bonds (“MMRB”) in the amount up to \$24,000,000 (the “MMRN Loan”), in which such bond proceeds will be loaned to Company, in conjunction with (ii) State Apartment Incentive Loan (“SAIL”) program funds in an amount up to \$5,759,880 (the “SAIL Loan”); (iii) Extremely Low Income (“ELI”) funds in an amount up to \$750,000 (the “ELI Loan”); (iv) National Housing Trust Fund (“NHTF”) funds in an estimated amount of \$1,575,000 (the “NHTF Loan,” and collectively with the MMRN Loan, the SAIL Loan and the ELI Loan, referred to herein as the “Loans”); and (v) non-competitive housing credits (“Housing Credits”) to finance the construction, development and operation of an affordable multifamily housing development located in Broward County, Florida to be known as Pine Island Park (the “Project”).

The Company accepted its invitation to credit underwriting on December 21, 2023. As of the date hereof, the Company is working to finalize its credit underwriting report and close on its tax credit and construction financing and wishes to restructure the Company to add a new member and change its current manager as set forth below.

The purpose of this letter is to request Florida Housing’s recommendation and the approval of the Board in accordance with Section 4.A.3.c.(4)(b) of the RFA, as set forth below, to change the Company’s structure in order to (i) add Pine Island MGR LLC, a Florida limited liability company (“MGR”), as a member and manager of the Company; and (ii) allow Lewis V. Swezy to resign as manager of the Company. MGR will be wholly owned, managed and controlled by Lewis V. Swezy, and if such request is approved it will not affect, delay or change the timing of the Company to finalize its credit underwriting report and the closing on its tax credit financing and on the Loans.

Section 4.A.3.c.(4)(b) of the RFA provides the following:

“Prior to loan closing, any change (materially or non-materially*) in the ownership structure of the named Applicant will require review and recommendation of the Corporation, as well as Board approval prior to the change... A material change shall mean 33.3 percent or more of the Applicant, a general partner of the Applicant, or a non-investor member of the Applicant, and a non-material change shall mean less than 33.3 percent of the Applicant, a general partner of the Applicant, or a non-investor member of the Applicant....”

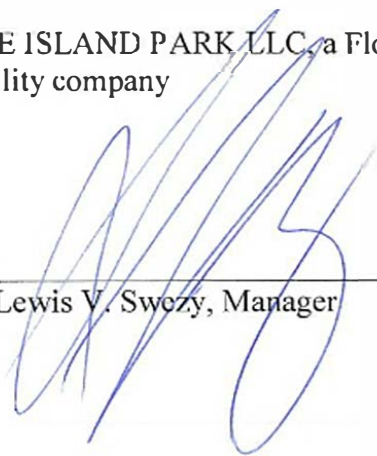
The reason for the requested change is to provide an organizational structure that will allow for the syndication of awarded tax credits. The syndicator will acquire ownership control of the Applicant entity, and a business entity rather than an individual must serve as the Manager and minority owner of the Applicant. Pine Island MGR LLC replacing Lewis V Swezy as Manager of the Applicant will provide such organizational structure. The requested format is typical.

The Company respectfully requests a positive recommendation from Florida Housing and approval from the Board with respect to its request to change its structure as set forth above. A copy of the current and proposed principal disclosure forms of the Company are attached hereto as Exhibits A and B. To the extent approval of the Board is required, the Company requests Florida Housing place this matter for approval on the agenda for the June 28, 2024 meeting of the Board.

Thank you for your time and consideration and please let us know if you have any questions.

Sincerely,

PINE ISLAND PARK LLC, a Florida limited liability company

By: 
Lewis V. Swezy, Manager

**Exhibit A
Current Principal Disclosure Form**

Date Submitted: 2023-08-03 12:11:52.907 | Form Key: 9291

Principal Disclosures for the Applicant

APPROVED for HOUSING CREDITS
FIIFC Advance Review
Received 7.7.2023; Approved 7.13.2023

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

Pine Island Park LLC

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	<u>Non-Investor Member</u>	<u>Lewi s V Swe zy</u>	<u>Na tu raPer son</u>
2.	<u>Investor Member</u>	<u>Lewi s V Swe zy</u>	<u>Na tu raPerson</u>
3.	<u>Ma nager</u>	<u>Lewi s V Swe zy</u>	<u>Na tu rPerson</u>

**Exhibit B
Proposed Principal Disclosure Form**

Principal Disclosures for the Applicant

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

Pine Island Park LLC

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Investor Member	Lewis V Swezy	Natural Person
2.	Non-Investor Member	Pine Island MGR LLC	Limited Liability Company
3.	Manager	Pine Island M GR LLC	Limited Liability Company
4.	<Select an option>		<Select an option>
5.	<Select an option>		<Select an option>
6.	<Select an option>		<Select an option>
7.	<Select an option>		<Select an option>
8.	<Select an option>		<Select an option>
9.	<Select an option>		<Select an option>
10.	<Select an option>		<Select an option>
11.	<Select an option>		<Select an option>
12.	<Select an option>		<Select an option>
13.	<Select an option>		<Select an option>
14.	<Select an option>		<Select an option>
15.	<Select an option>		<Select an option>
16.	<Select an option>		<Select an option>
17.	<Select an option>		<Select an option>
18.	<Select an option>		<Select an option>
19.	<Select an option>		<Select an option>
20.	<Select an option>		<Select an option>

Second Principal Disclosure Level:

Pine Island Park LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

<u>Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is</u>	<u>Second Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding First</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>
2. (Pine Island MGR LLC)	2.A.	Member	Lewis V Swezy	Natural Person
2. (Pine Island MGR LLC)	2.B.	Manager	Lewis V Swezy	Natural Person
3. (Pine Island MGR LLC)	3.A.	Member	Lewis V Swezy	Natural Person
3. (Pine Island MGR LLC)	3.B.	Manager	Lewis V Swezy	Natural Person
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>
<Select a #>		<Select an option>		<Select an option>



June 10, 2024

Mr. Tim Kennedy
Multifamily Loans and Bonds Director
Florida Housing Finance Corporation
City Centre Building
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

Re: Riverwalk I Apartments
Multifamily Housing Revenue Bonds (“MMRB”) 2008 Series E, State Apartment
Incentive Loan (“SAIL”) 1991S-072 and 4% Housing Credits (“HC”) 2008-501C

Transfer of Ownership Interests / First Mortgage Refinancing / Assumption and
Subordination of the Florida Housing Finance Corporation (“Florida Housing” or “FHFC”)
MMRB Land Use Restriction Agreement (“LURA”), SAIL LURA, & Extended Low
Income Housing Agreement (“ELIHA”)

Dear Mr. Kennedy:

First Housing Development Corporation of Florida (“FHDC”, “First Housing” or “Servicer”) has reviewed a letter, dated March 15, 2024, from representatives of Riverwalk I Preservation, L.P. (“Seller” or “Current Owner”) and Riverwalk I Housing, L.P. (“Buyer” or “Proposed Owner”), requesting that FHFC approve the transfer of ownership interests, the assumption of the existing MMRB and SAIL LURAs and ELIHA, the refinancing of the existing first mortgage with a new first mortgage which requires subordination of the existing MMRB and SAIL LURAs and ELIHA of Riverwalk I Apartments (“Development”).

First Housing has been requested to determine if Riverwalk I Housing, L.P. has the prerequisite financial strength and experience to successfully own and operate the Development.

On behalf of FHFC, First Housing has reviewed the request, performed certain due diligence, and formulated recommendations and conditions which are contained at the end of this report. For the purposes of this analysis, First Housing has reviewed the following:

- Correspondence from representatives of the Proposed Owner and Current Owner regarding approval of the request detailed above.
- Rule Chapters 67-21 and 67-48.
- SAIL Credit Underwriting Report (“CUR”), dated December 13, 1991, SAIL and 9% HC CUR, dated June 9, 1997, SAIL and 9% HC CUR, dated December 6, 2005, and MMRB and 4% HC CUR, dated January 10, 2008.
- MMRB LURA, dated March 1, 2008, and First Amendment to LURA, dated December 5, 2019.
- SAIL LURA, dated March 10, 1992, First Amendment to LURA, dated September 1, 1992, Second Amendment to LURA, dated January 26, 2007, Third Amendment to LURA, dated March 20, 2008, and Fourth Amendment to LURA, dated December 5, 2019.
- 9% HC ELIHA, dated November 1, 1993 and Assignment and Assumption of ELIHA, dated March 20, 2008.
- 4% HC ELIHA, dated by FHFC on February 11, 2009.
- FHFC’s Occupancy Reports.
- Proposed Organizational Chart.
- Consolidated Balance Sheet for The Related Companies, L.P. and Subsidiaries, dated September 30, 2023.
- Purchase and Sale Agreement, dated December 11, 2023. First Amendment to Purchase and Sale Agreement, dated April 22, 2024.
- FHFC Past Due Report, dated May 17, 2024.
- FHFC Noncompliance Report, dated October 18, 2023.
- Annual Management Review and Physical Inspection, dated April 17, 2024.

Background:

Riverwalk I Apartments is an existing 123-unit affordable multifamily development consisting of eight (8) two-story apartment buildings located at 330 NE 18th Avenue and 281 NE 12th Avenue Homestead, FL 33033. The Development consists of thirty-two (32) one-bedroom/one-bathroom units, forty-nine (49) two-bedroom/one-bathroom units, and forty-two (42) three-bedroom/two-bathroom units.

The Development was financed with a SAIL loan in the amount of \$843,000 which closed on March 10, 1992 with an allocation of 9% Housing Credits which ELIHA end date was December 31, 2022. The first mortgage was refinanced with MMRB Series E in the amount of \$5,075,000 which closed on March 20, 2008 with an allocation of 4% Housing Credits. The Bonds were redeemed and the SAIL loan was paid off on December 5, 2019.

Operation of the Development is restricted by terms and conditions detailed in various loan documents, including but not limited to the MMRB LURA, SAIL LURA, and HC ELIHA.

The MMRB LURA and the first amendment require the following set-asides until March 20, 2058:

- 5% of the units (7 units) set aside at or below 50% of the Area Median Income (“AMI”)
- 80% of the units (99 units) at or below 60% of the AMI

The SAIL LURA and the amendments require the following set-asides until March 19, 2048:

- 20% of the units (25 units) for rental to persons or households consisting of 2 or more persons of whom at least half are Farmworkers and whose incomes are 50% AMI or below
- 80% of the units (remaining units) at or below 60% of the AMI

The third amendment to the SAIL LURA has an end date of March 1, 2048. The date will be corrected to be March 19, 2048 at closing.

The 4% HC ELIHA requires the following set-asides until December 31, 2058:

- 20% of the units (25 units) set aside at or below 50% of the AMI
- 80% of the units (remaining units) set aside at or below 60% of the AMI

Status of Development Noncompliance/Past Due:

The Development Team was not reported on Florida Housing’s May 17, 2024 Past Due Report.

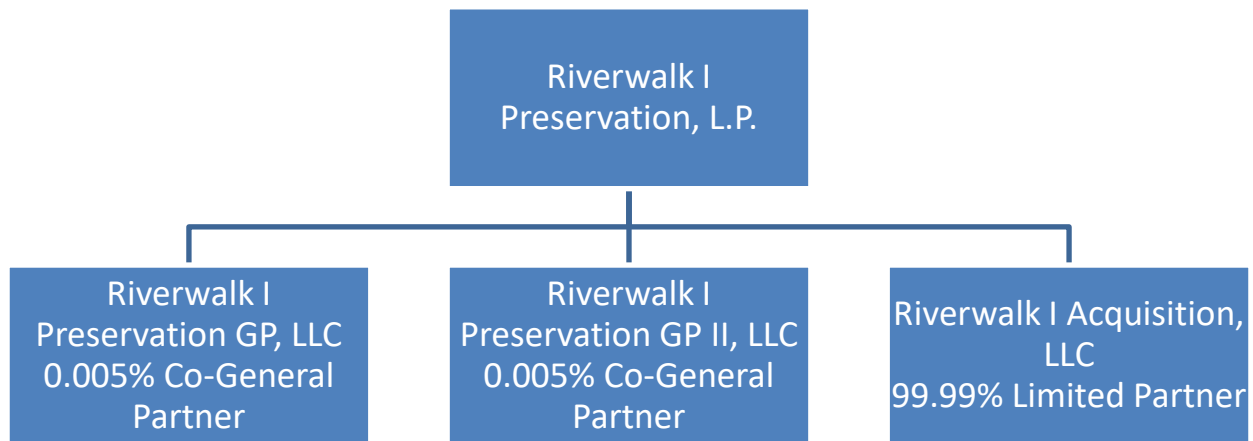
The Development Team was reported on Florida Housing’s October 18, 2023 Noncompliance Report for the following:

- Congress Building – Failure to meet Uniform Physical Inspection Standards for common areas.
- Emerald Villas – Casualty Loss – sinkhole on May 18, 2023. Failure to meet uniform physical condition standards for units and for buildings.

Based on Florida Housing’s occupancy reports, the Development’s occupancy has averaged 99.05% for January through December 2023 and 99.7% for January through March 2024.

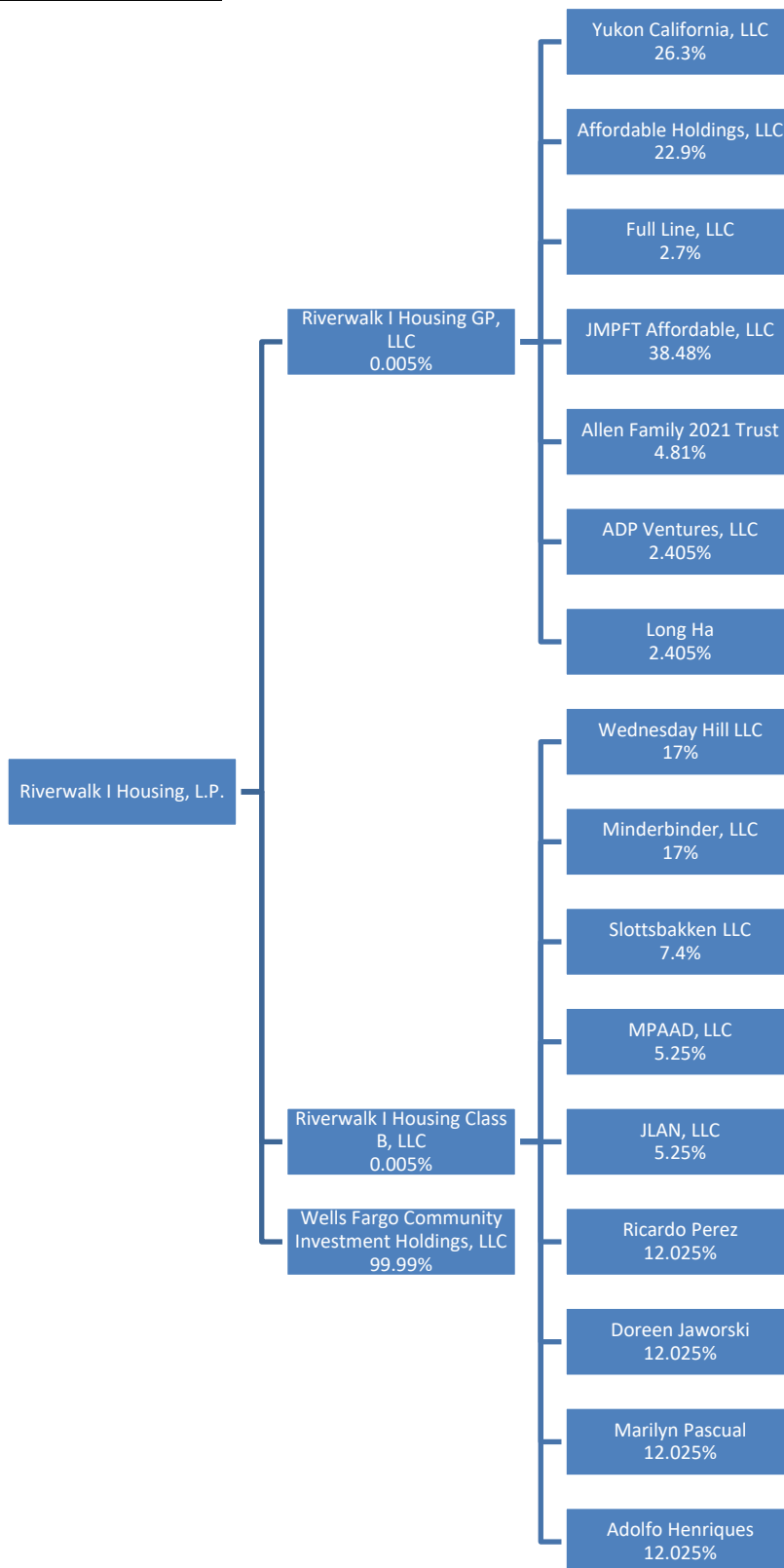
The Annual Management Review and Physical Inspection was dated April 17, 2024 and found the property to be in noncompliance. A close-out letter, dated May 3, 2024, was issued.

Current Ownership Structure:



First Housing reviewed a Purchase and Sale Agreement between Seller and Buyer, dated December 11, 2023. First Housing reviewed a First Amendment to Purchase and Sale Agreement, dated April 22, 2024, which indicates the purchase price is \$14,750,000. The closing shall take place no later than September 30, 2024.

Proposed Ownership Structure:



Experience and Financial Information of the Proposed Ownership Entities:

The proposed ownership entities are an affiliate of The Related Companies, L.P. (“Related”). First Housing is relying on the experience and financials of Related to provide the necessary experience to effectively operate the Development.

Related was founded in 1972 and owns and operates assets valued over \$30 billion. Related’s senior management team averages more than 20 years of experience in the industry and over 14 years with Related. Through its various affiliates, Related oversees more than 1,100 properties across the country.

First Housing has been provided with a Consolidated Balance Sheet for The Related Companies, L.P. and Subsidiaries, dated September 30, 2023. The Statement reflected significant liquidity and net worth.

Refinancing Overview:

The Buyer has requested \$13,300,000 in Tax-Exempt MMRB from the Housing Finance Authority of Miami-Dade County (“HFAMDC”). The proceeds from the refinance will be used to acquire/rehabilitate the Development. The Buyer anticipates revising the request for MMRB in the maximum amount of \$16,693,000. The Development scope of works includes, but is not limited to, replacement of building roofs, replacement of appliances, new bathtub and tile surrounds and all bathroom accessories will be replaced, all air conditioning will be replaced with new equipment.

First Housing reviewed a Fannie Mae Loan Application, dated May 14, 2024, where Wells Fargo Bank, N.A. (“Wells Fargo”) will be using an immediate funding for a fixed rate Fannie Mae MBS that will be pledged as collateral for municipal tax-exempt pass-through bonds. Wells Fargo anticipates a loan amount not to exceed \$16,318,000, or the loan amount which supports a minimum debt service of 1.15x and a maximum loan to value ratio of 75%. The MMRB will have a 15-year loan term and a 35-year amortization. The interest rate is estimated at 0.77% over the index rate of 4.40%. The index is based on the pass-through rate of the bonds upon the sale in the public market. Therefore, the estimated all-in rate for the permanent loan is 5.17%.

First Housing reviewed a letter, dated February 7, 2024, which indicates Wells Fargo or an affiliate will acquire 99.99% limited partner interest in the Buyer. Based on a syndication rate of \$0.91, Wells Fargo anticipates a net capital contribution of \$10,804,129 paid in four (4) installments.

Management Company:

The existing management company is TRG Management Company, LLP and there is no plan to change the management company. Continued approval is subject to ongoing satisfactory performance.

Recommendations:

First Housing's review indicates that the Proposed Owner has the prerequisite financial strength and experience to successfully own and operate the Development. First Housing recommends approval of the transfer of ownership interests from Riverwalk I Housing, L.P. to Riverwalk I Preservation, L.P., assumption of the existing MMRB and SAIL LURAs and HC ELIHA, refinancing of the existing first mortgage loan, subordination of the existing MMRB and SAIL LURAs and ELIHA (as applicable) to the new first mortgage loan, and the modification of any other documents as required to effectuate the transaction subject to the following conditions:

1. The Buyer and its entities and principals (if applicable), as well as withdrawing entities, to execute any and all assignment and assumption documents and any other loan documents FHFC and its Legal Counsel deemed necessary to effectuate the transaction.
2. Payment of any outstanding arrearages to the Corporation, its Legal Counsel, Servicer or any agent or assignee of the Corporation for past due issues applicable to the development team (Applicant or Developer or Principal, Affiliate or Financial Beneficiary, as described in 67-48.0075 (5) F.A.C. and 67-21.0025(5) F.A.C., of an Applicant or a Developer).
3. Satisfactory resolution of any outstanding noncompliance and/or past due items.
4. Verification that all Insurance Certificates are current and acceptable to Servicer and FHFC.
5. Confirmation of approval of the transfer of ownership interests by all other lenders and the tax credit syndicator, if applicable.
6. Receipt of a non-refundable MMRB transfer and assumption fee of \$2,500 on or before the closing date.
7. Correcting the end dated of the SAIL LURA to be March 19, 2048.

8. Receipt of a non-refundable MMRB LURA, SAIL LURA, and ELIHA subordination fee of \$1,000 each, if applicable.
9. Prepayment of any required compliance monitoring fees, as applicable.
10. Review and approval of all loan documents consistent with the terms outlined above by FHFC, its Legal Counsel and Servicer.
11. Confirmation of closing costs prior to closing.
12. Payment of all costs and fees to Florida Housing, its Legal Counsel and Servicer, as applicable.
13. All other requirements by FHFC, its Legal Counsel and Servicer.

Prepared by:



Taylor Arruda
Senior Credit Underwriter

Reviewed By:



Ed Busansky
Senior Vice President

Florida Housing Finance Corporation

Credit Underwriting Report (“CUR”)

Burlington Post II

RFA 2022-205 (2023-125SN / 2022-537C)

**State Apartment Incentive Loan (“SAIL”), Extremely Low-Income (“ELI”) Loan,
National Housing Trust Fund Loan (“NHTF”) and Non-Competitive
Housing Credits (“HC”)**

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

Section A: Report Summary

**Section B: SAIL, ELI and NHTF Special and General Conditions and Housing Credit Allocation
Recommendation and Contingencies**

Section C: Supporting Information and Schedules

Prepared by

AmeriNat®

Final Report

June 14, 2024

Burlington Post II

TABLE OF CONTENTS

Section A

Report Summary	<u>Page</u>
➤ Recommendation	A1-A9
➤ Overview	A10-A15
➤ Uses of Funds	A16-A21
➤ Operating Pro Forma	A22-A24

Section B

SAIL, ELI & NHTF Loan Special and General Loan Closing Conditions and HC Allocation Recommendation and Contingencies	B1-B7
--	-------

Section C

Supporting Information and Schedules	
➤ Additional Development & Third-Party Information	C1-C6
➤ Borrower Information	C7-C11
➤ Guarantor Information	C12
➤ Syndicator Information	C13
➤ General Contractor Information	C14-C15
➤ Property Management Information	C16

Exhibits

15 Year Pro Forma	1
Description of Features & Amenity Characteristics	2 1-6
HC Allocation Calculation	3 1-2
Completeness and Issues Checklist	4 1-2

Section A
Report Summary

Recommendation

AmeriNat® (“AmeriNat”) recommends Florida Housing Finance Corporation (“FHFC” or “Florida Housing”) fund a SAIL Loan in the amount of \$2,500,000, an ELI Loan in the amount of \$636,000, an NHTF loan in the amount of \$1,450,000 and an annual 4% HC allocation in the amount of \$1,438,912 to Burlington Post 2, Ltd. (“Applicant”) for the construction and permanent phase financing of Burlington Post II (the proposed “Development”).

DEVELOPMENT & SET-ASIDES

Development Name: Burlington Post II

RFA/Program Numbers: RFA 2022-205 / 2023-125SN 2022-537C

Address: On Burlington Avenue N., northeast of the intersection of Burlington Avenue N and 33rd Street N

City: St. Petersburg Zip Code: 33713 County: Pinellas County Size: Large

Development Category: New Construction Development Type: Mid-Rise (5-6 Stories)

Construction Type: Masonry

Demographic Commitment:
Primary: Elderly: 55+ or 62+ for 80% of the Units

Unit Composition:
of ELI Units: 12 ELI Units Are Restricted to 30% AMI, or less. Total # of units with PBRA? 0
of Link Units: 6 Are the Link Units Demographically Restricted? Yes # of NHTF Units: 5

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
1	1.0	5	740	22%			\$358	\$77	\$281		\$281	\$281	\$281	\$16,860
1	1.0	11	740	30%			\$537	\$77	\$460		\$460	\$460	\$460	\$60,720
1	1.0	31	740	60%			\$1,074	\$77	\$997		\$997	\$997	\$997	\$370,884
1	1.0	11	740	70%			\$1,253	\$77	\$1,176		\$1,176	\$1,176	\$1,176	\$155,232
1	1.0	11	740	80%			\$1,433	\$77	\$1,356		\$1,356	\$1,356	\$1,356	\$178,992
2	2.0	1	1,053	30%			\$645	\$98	\$547		\$547	\$547	\$547	\$6,564
2	2.0	3	1,053	60%			\$1,290	\$98	\$1,192		\$1,192	\$1,192	\$1,192	\$42,912
2	2.0	1	1,053	70%			\$1,505	\$98	\$1,407		\$1,407	\$1,407	\$1,407	\$16,884
2	2.0	1	1,053	80%			\$1,720	\$98	\$1,622		\$1,622	\$1,622	\$1,622	\$19,464
		75	57,378											\$868,512

Buildings: Residential - 1 Non-Residential - 0
Parking: Parking Spaces - 131 Accessible Spaces - 5

Please note that the unit sizes shown represent the average square footage for each bedroom size. The actual total square footage for the units is 55,263 as noted in the Plan and Cost Review.

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

AMERINAT

Set Asides:	Program	% of Units	# of Units	% AMI	Term (Years)
	SAIL ELI/HC	16.000%	12	30%	50
	SAIL/HC	52.000%	39	60%	50
	SAIL/HC	16.000%	12	70%	50
	SAIL/HC	16.000%	12	80%	50
	NHTF	6.667%	5	22%	30

Absorption Rate 30 units per month for 3.0 months.

Occupancy Rate at Stabilization: Physical Occupancy 97.50% Economic Occupancy 97.00%
Occupancy Comments Like-kind properties weighted occupancy rate 100%

DDA: Yes QCT: No Multi-Phase Boost: No QAP Boost: No
Site Acreage: 1.25 Density: 60 units/acre Flood Zone Designation: X
Zoning: CCS-2 (Corridor Commercial Suburban) Flood Insurance Required?: No

The Applicant selected Average Income Test; therefore, as required by the RFA 2022-205 (“RFA”), the Applicant must set aside 15% of the total units (12 units) as ELI Set-Aside units at 30% of AMI. The Applicant will set aside 16% of the total units (12 units) as ELI Set-Aside units. Persons with Special Needs Set-Aside Commitment: The proposed Development must set aside fifty percent (50%) of the ELI Set-Aside units (6 units) as Link units for Persons with Special Needs. In order to meet the commitment to set aside ELI units as Link units for Persons with Special Needs, the Applicant must develop and execute a Link Memorandum of Understanding (“MOU”) with at least one designated Special Needs Household Referral Agency (“Referral Agency”) serving the county and intended population where the Development will be located (Pinellas County) and rent units to households referred by the Referral Agency with which the MOU is executed. The fully executed MOU will need to be approved by FHFC prior to closing and is a closing condition. The Persons with Special Needs set-aside commitment must be maintained throughout the entire 50-year Compliance Period.

NHTF Units Set-Aside Commitment: The proposed Development must set aside five (5) units as NHTF Link units targeted for Persons with Special Needs. These units are required to be set aside for residents earning at or below 22% of AMI and are in addition to the fifty percent (50%) requirement for ELI set-aside units (6 units). Therefore, the Development will have a total of eleven (11) units targeted for Persons with Special Needs (ELI-6 units, NHTF-5 units). After 30 years, all of the NHTF Link units may convert to serve residents at or below 60% of AMI; however, the Persons with Special Needs set-aside commitment must be maintained throughout the entire 50-year Compliance Period.

The Applicant committed to offer a preference to Veterans on occupancy applications and waitlists throughout the Compliance Period with a goal of at least 5% of the units (4 units) in the Development being occupied by one or more Veterans. Veteran Households that meet the Link Units or other AMI Set-Aside requirements will also count towards the goal of at least 5% of the units in the Development being occupied by one or more Veterans.

A Tenant Selection Plan , as required by RFA, was approved by FHFC on October 4, 2023.

DEVELOPMENT TEAM		
Applicant/Borrower:	Burlington Post 2, Ltd.	% Ownership
General Partner	Burlington Post 2 GP, LLC	0.01%
Limited Partner	Raymond James Affordable Housing Investments, Inc. or its assigns	99.99%
Construction Completion Guarantor(s):		
CC Guarantor 1:	Burlington Post 2, Ltd.	
CC Guarantor 2:	Burlington Post 2 GP, LLC	
CC Guarantor 3:	Burlington Post 2 Dev, LLC	
CC Guarantor 4:	Green Mills Holdings, LLC	
CC Guarantor 5:	Oscar Sol	
CC Guarantor 6:	Mitchell Rosenstein	
Operating Deficit Guarantor(s):		
OD Guarantor 1:	Burlington Post 2, Ltd.	
OD Guarantor 2:	Burlington Post 2 GP, LLC	
OD Guarantor 3:	Green Mills Holdings, LLC	
OD Guarantor 4:	Oscar Sol	
OD Guarantor 5:	Mitchell Rosenstein	
Bond Purchaser	Fifth Third Commercial Funding, Inc. (construction only)	
Developer:	Burlington Post 2 Dev, LLC	
Principal 1	Green Mills Holdings, LLC	
Principal 2	Oscar Sol	
Principal 3	Mitchell Rosenstein	
General Contractor 1:	Royal American Construction Company, Inc.	
Management Company:	Royal American Management, Inc.	
Syndicator:	Raymond James Affordable Housing Investments, Inc. or its assigns	
Bond Issuer:	Housing Finance Authority of Pinellas County	
Architect:	Bessolo Design Group, Inc.	
Market Study Provider:	Integra Realty Resources-Tampa Bay	
Appraiser:	Integra Realty Resources-Tampa Bay	

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

AMERINAT

PERMANENT FINANCING INFORMATION						
	1st Source	2nd Source	3rd Source	4th Source	5th Source	Other
Lien Position	1	2	3	4	5	6
Lender/Grantor	NLP	FHFC-SAIL	FHFC-SAIL ELI	FHFC-NHTF	City of St. Pete	Pinellas County
Amount	\$1,670,000	\$2,500,000	\$636,000	\$1,450,000	\$5,825,578	\$3,750,000
Underwritten Interest Rate	7.14%	1.00%	0.00%	0.00%	0.00%	0.00%
All In Interest Rate	7.14%	1.00%	0.00%	0.00%	0.00%	0.00%
Loan Term	23	23	50	50	50	50
Amortization	35	0	0	0	0	0
Market Rate/Market Financing LTV	10%	24%	28%	36%	70%	92%
Restricted Market Financing LTV	39%	98%	113%	148%	285%	373%
Loan to Cost - Cumulative	5%	14%	16%	21%	40%	52%
Loan to Cost - SAIL Only		8.22%				
Debt Service Coverage	1.64	1.30	1.27	1.23	1.23	1.23
Operating Deficit & Debt Service Reserves	\$189,444					
# of Months covered by the Reserves	2.7					

Deferred Developer Fee	\$1,298,972
As-Is Land Value	\$2,550,000
Market Rent/Market Financing Stabilized Value	\$17,300,000
Rent Restricted Market Financing Stabilized Value	\$4,240,000
Projected Net Operating Income (NOI) - Year 1	\$203,057
Projected Net Operating Income (NOI) - 15 Year	\$157,020
Year 15 Pro Forma Income Escalation Rate	2.00%
Year 15 Pro Forma Expense Escalation Rate	3.00%
Bond Structure	Short-Term (Private Placement)
Housing Credit (HC) Syndication Price	\$0.925
HC Annual Allocation - Qualified in CUR	\$1,438,912
HC Annual Allocation - Equity Letter of Interest	\$1,435,000

CONSTRUCTION/PERMANENT SOURCES:				
Source	Lender	Construction	Permanent	Perm Loan/Unit
Local HFA Bonds	HFAPC/Fifth Third	\$16,000,000	\$0	\$0
Regulated Mortgage Lender	NLP	\$170,000	\$1,670,000	\$22,267
FHFC - SAIL	FHFC	\$1,367,560	\$2,500,000	\$33,333
FHFC - SAIL ELI	FHFC	\$0	\$636,000	\$8,480
FHFC - NHTF	FHFC	\$0	\$1,450,000	\$19,333
Local Government Subsidy	City of St. Petersburg	\$5,825,578	\$5,825,578	\$77,674
Local Government Subsidy	Pinellas County	\$3,750,000	\$3,750,000	\$50,000
HC Equity	RJAH	\$1,990,863	\$13,272,423	\$176,966
Deferred Developer Fee	Developer	\$1,298,972	\$1,298,972	\$17,320
TOTAL		\$30,402,973	\$30,402,973	\$405,373

Credit Underwriter: AmeriNat Loan Services

Date of Final CUR: _____

TDC PU Limitation at Application: \$417,500 TDC PU Limitation at Credit Underwriting: \$442,550

Minimum 1st Mortgage per Rule: N/A Amount Dev. Fee Reduced for TDC Limit: \$0

Changes from the Application:

COMPARISON CRITERIA	YES	NO
Does the level of experience of the current team equal or exceed that of the team described in the Application?	X	
Are all funding sources the same as shown in the Application?		1
Are all local government recommendations/contributions still in place at the level described in the Application?	X	
Is the Development feasible with all amenities/features listed in the Application?	X	
Do the site plans/architectural drawings account for all amenities/features listed in the Application?	X	
Does the Applicant have site control at or above the level indicated in the Application?	X	
Does the Applicant have adequate zoning as indicated in the Application?	X	
Has the Development been evaluated for feasibility using the total length of set-aside committed to in the Application?	X	
Have the Development costs remained equal to or less than those listed in the Application?		2
Is the Development feasible using the set-asides committed to in the Application?	X	
If the Development has committed to serve a special target group (e.g. elderly, large family, etc.), do the development and operating plans contain specific provisions for implementation?	X	
HOME ONLY: If points were given for match funds, is the match percentage the same as or greater than that indicated in the Application?	N/A	
HC ONLY: Is the rate of syndication the same as or greater than that shown in the Application?	X	
Is the Development in all other material respects the same as presented in the Application?		3-4

The following are explanations of each item checked "No" in the table above:

1. At the time of Application, JPMorgan Chase Bank, NA ("Chase") was providing a tax-exempt construction loan in the amount of \$18,000,000 and a permanent loan in the amount of \$5,100,000. Fifth Third Commercial Funding, Inc. has replaced Chase and will provide a tax-exempt construction loan in the amount of \$16,000,000 and Neighborhood Lending Partners of Florida, Inc. ("NLP") will provide a construction loan in the amount of \$170,000 and a taxable permanent loan an amount up to \$1,670,000.

Raymond James Affordable Housing Investments, Inc. (“RJAHI”) or its assigns is providing the equity in the transaction at \$0.925/credit. This results in a total equity amount of \$13,272,423, which is an increase of \$1,443,606 from the original \$11,828,817 in equity proceeds noted in the term sheet included as part of the Application.

Per the Invitation to Credit Underwriting issued by FHFC on July 27, 2023, the Applicant was awarded \$1,450,000 in National Housing Trust Fund (“NHTF”) funds.

Funding from the City of St. Petersburg has increased since the time of Application by \$200,578 from \$5,625,000 to \$5,825,578.

The Applicant has added Pinellas County funding in the amount of \$3,750,000 through the Emergency Rental Assistance Program. This source was not included as part of the original Application.

2. Total Development Costs have increased from \$28,260,400 to \$30,402,973 for a difference of \$2,142,573 since the Application due to increases in Construction and Financial Costs, Developer Fee and Reserves.
3. The Applicant requested a unit mix change on April 30, 2023. Florida Housing staff approved the following changes on May 3, 2024:

From:

75 One bedroom/one bathroom units

To:

69 One bedroom/one bathroom units

6 Two bedroom/two bathroom units

4. The General Contractor has changed from Pikes Construction Services, Inc. (“Pikes”) to Royal American Construction Company, Inc. (“RAC”). Pikes provided its prior experience chart within the submission deadline stipulated in the Invitation to Credit Underwriting. RAC has also provided its prior experience chart.

These changes have no substantial material impact to the SAIL, ELI, NHTF and HC recommendations for the Development.

Does the Development Team have any Florida Housing Financed Developments on the Past Due/Noncompliance Report?

According to the October 18, 2023 Asset Management Noncompliance Report, the Development Team has no noncompliance items.

According to the May 17, 2024, Florida Housing Past Due Report, the Development Team has no past due items.

This recommendation is subject to satisfactory resolution of any outstanding noncompliance items and/or past due items prior to or at the time of loan closing and the issuance of the Annual HC allocation recommendation herein.

Strengths:

1. The Development Team has demonstrated the ability to successfully develop and operate affordable multifamily rental communities using a variety of different subsidies.
2. A Market Study performed by Integra Realty Resources-Tampa Bay (“IRR”) dated May 15, 2024 concludes that the Development should benefit from the rental rate advantage it will have over market rents. Based on the proposed rents, the Development will have a 124% rental rate advantage compared to the average achievable market rents for the area.
3. The Market Study identified three properties with a total of 267 units as comparable to the Development that are located in the Primary Market Area (“PMA”). The comparable properties have a weighted average occupancy rate of 98.7%.

Other Considerations:

1. In accordance with RFA, FHFC limits the Total Development Cost (“TDC”) per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum TDC per unit for the construction specified by the Applicant (Mid-Rise ESSC)(5-6 Stories)(New Construction), inclusive of a \$7,500/unit add-on for using tax-exempt bonds per the RFA and an 6.00% escalation rate applied to the base \$410,000 per unit allowable as approved at the April 1, 2022 Telephonic FHFC Board meeting, is \$442,550 per unit. With a total of 75 units, the maximum TDC for the Development is therefore \$33,191,250.00 . The TDC as underwritten equals \$30,402,972.50 . As such, the Development does not exceed the per unit maximum TDC and is eligible for funding as a result.
2. Based upon the estimates of the Operating Pro Forma, the amount of Deferred Developer Fee may not be paid back in 15 years. To the extent the Deferred Developer Fee is not paid by the end of year 15, the Guarantors shall be obligated to contribute to the Applicant an amount equal to the unpaid Deferred Developer Fee. As such, any risk associated with any tax credit recapture resulting from the nonpayment of any Developer Fee is assumed by the Guarantors. The Guarantors have sufficient financial capacity to make a loan to the partnership, if needed. Language documenting this payment should be present in the Limited Partnership Agreement, once drafted.
3. To the underwriter’s knowledge, no construction cost exceeding 20% is subcontracted to any one entity.
4. To the underwriter’s knowledge, no construction cost shall be subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or Developer.

Issues and Concerns:

None.

Waiver Requests:

None.

Special Conditions:

1. Completion of the HUD Section 3 pre-construction conference is a condition precedent to loan closing.
2. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u and 24 CFR Part 135) is a condition precedent to loan closing.
3. Receipt of a fully executed Second Amended and Restated Ground Sublease is a condition precedent to loan closing.
4. A fully executed MOU, approved by FHFC, is a condition precedent to loan closing.

Additional Information:

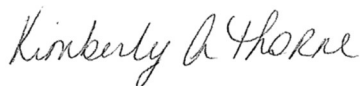
None.

Recommendation:

AmeriNat recommends FHFC fund a SAIL Loan in the amount of \$2,500,000, an ELI Loan in the amount of \$636,000, an NHTF loan in the amount of \$1,450,000 and an annual 4% HC allocation in the amount of \$1,438,912 to the Applicant for the construction and permanent phase financing of the Development.

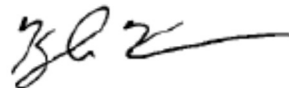
These recommendations are based upon the assumptions detailed in the Report Summary (Section A) and Supporting Information and Schedules (Section C). In addition, these recommendations are subject to the SAIL, ELI & NHTF Loan Special and General Closing Conditions and HC Allocation Recommendation and Contingencies (Section B). This recommendation is only valid for six months from the date of the report. The reader is cautioned to refer to these sections for complete information.

Prepared by:



Kimberly A. Thorne
Senior Credit Underwriter

Reviewed by:



Kyle Kuenn
Multifamily Chief Credit Underwriter

Overview

Construction Financing Sources:

Source	Lender	Applicant's Total	Applicant's Revised Total	Underwriter's Total	Interest Rate	Debt Service During Construction
Local HFA Bonds	HFAPC/Fifth Third	\$18,000,000	\$16,000,000	\$16,000,000	8.53%	\$1,136,000
Regulated Mortgage Lender	NLP	\$0	\$170,000	\$170,000	2.00%	\$0
FHFC - SAIL	FHFC	\$2,500,000	\$2,500,000	\$1,367,560	1.00%	\$0
FHFC - SAIL ELI	FHFC	\$636,000	\$636,000	\$0	0.00%	\$0
FHFC- NHTF	FHFC	\$0	\$1,450,000	\$0	0.00%	\$0
Local Government Subsidy	City of St. Pete	\$5,625,000	\$5,825,578	\$5,825,578	0.00%	\$0
Local Government Subsidy	Pinellas County	\$0	\$3,750,000	\$3,750,000	0.00%	\$0
HC Equity	RJAH	\$2,365,763	\$5,308,578	\$1,990,863		
Deferred Developer Fee	Developer	\$4,298,705	\$0	\$1,298,972		
Total :		\$33,425,468	\$35,640,156	\$30,402,973		\$1,136,000

Proposed Construction Mortgage Loan:

An executed term sheet (the “Term Sheet”) issued by Fifth Third Commercial Funding, Inc. (“Fifth Third”) dated April 2, 2024, illustrates the proposed terms of a tax-exempt construction loan funded through the purchase not to exceed \$16,000,000 in Multi-Family Mortgage Revenue Bonds (“MMRB”) from the Housing Finance Authority of Pinellas County (“HFAPC”). The amount of the construction loan is subject to 80% of the stabilized loan to value, 65% loan to cost and an amount approved by Fifth Third based on all financing sources being committed, subordinated and acceptable. The loan will have an initial term of 24 months, plus one six-month extension option available at a charge of 25 basis points (“bps”). Payments of interest only will be required monthly on the outstanding principal balance. The construction loan shall bear interest at a variable rate based on the One Month Secured Overnight Financing Rate (“SOFR”) plus 245 bps. The construction loan interest is calculated based on the SOFR rate of 5.33% (current rate as of May 17th) plus 245 bps, and a 75 bps underwriting cushion for an all-in rate of 8.53%.

The Annual HFAMDC Issuer Fee of 25 basis points of the outstanding Bonds amount and the Annual Trustee Fee of \$4,500 have been included in the Uses section of the report.

Proposed Second Mortgage Loan - NLP:

An executed letter of interest was provided by Neighborhood Lending Partners of Florida, Inc. (“NLP”), dated May 30, 2024, whereby NLP will provide a \$170,000 construction loan to the Development, not to exceed 100% of the as-completed and stabilized rent-restricted appraised value for both first and second mortgages combined. The construction loan term will be up to a maximum of 24 months with one, conditional six-month maturity extension, with a fee equal to 50 bps of the outstanding balance on the construction loan. Interest only payments will be due during construction at a fixed interest rate of 2.00%. The construction loan will have a 1.00% loan origination fee due at loan closing.

Proposed Third Mortgage Loan - SAIL:

The Applicant applied to Florida Housing for a \$2,500,000 SAIL loan under RFA 2022-205 for the construction/permanent financing of the Development. The SAIL loan total term will be 25.5 years, including a 30-month construction/stabilization period and a 23-year permanent period. As required by the first mortgage lender and permitted by Rule 67-48, the SAIL loan term will be coterminous with the first mortgage.

The SAIL loan shall be non-amortizing with a 1.00% interest rate over the life of the loan with annual payments based upon available cash flow. Any unpaid interest will be deferred until cash flow is available. However, at maturity of the SAIL loan, all principal and unpaid interest will be due. Annual payments of all applicable fees will be required. SAIL loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the SAIL loan to Total Development Costs, unless approved by the credit underwriter.

Proposed Fourth Mortgage: FHFC – ELI

The Applicant requested an ELI loan of \$636,000 for the construction/permanent financing of the Development. In order to balance the Sources & Uses, the anticipated amount of ELI funding is \$0.00 during the construction period. The ELI loan shall be non-amortizing with a 0.00% interest rate over the life of the loan with principal forgivable at maturity provided the units are targeted to ELI Households for the first 15 years of the 50-year Compliance Period. The Persons with Special Needs set-aside requirement must be maintained through the entire 50-year Compliance Period. The ELI loan total term will be 52.5 years including a 30-month construction/stabilization period and a 50-year permanent term, as requested by the Syndicator and allowed by the RFA. ELI loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the ELI loan to Total Development Costs, unless approved by the credit underwriter.

Proposed Fifth Mortgage: FHFC – NHTF

Per an Invitation to Enter Credit Underwriting from FHFC dated July 27, 2023, the Applicant received a preliminary commitment for an NHTF loan of \$1,450,000 for the construction/permanent financing of the Development. In order to balance the Sources & Uses, the anticipated amount of NHTF funding is \$0.00 during the construction period. The NHTF loan shall be a non-amortizing loan with an interest rate of 0.00% per annum for a total term of 52.5 years, including a 30-month construction/stabilization period and a 50-year permanent period, as requested by the Syndicator and allowed by the RFA. The principal of the loan will be forgiven at maturity provided the units for which the NHTF loan amount is awarded are targeted as NHTF Link units for the first 30 years of the 50-year Compliance Period. The NHTF loan funding will subsidize additional deep targeted units for Persons with Special Needs (NHTF Link units) at 22% of AMI. After 30 years, all of the NHTF Link units may convert to serve residents at or below 60% of AMI; however, the Persons with Special Needs set-aside commitments must be maintained throughout the entire 50-year Compliance Period. NHTF loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the NHTF loan to Total Development Costs, unless approved by the credit underwriter.

Proposed Sixth Mortgage – City of St. Petersburg

A commitment letter was provided from the City of St. Petersburg’s Housing & Community Development, dated January 2, 2024. The City’s American Rescue Plan Act (“ARPA”), State and Local Fiscal Recovery Funds (“SLFRF”), Tax Increment Financing (“TIF”) from the South St. Petersburg Community Redevelopment Area (“SSCRA”) Trust Fund, and Emergency Rental Assistance Program (“ERA2”) funds have been allocated to the Development as follows:

- \$2,939,125.00 ARPA SLFRF
- \$ 688,357.06 SSCRA
- \$2,198,095.94 ERA2
- \$5,825,578.00 Total

The loans are deferred and then forgiven at the City and CRA’s sole discretion at the end of 50 years if the terms of the agreement have been met, but no sooner than 15 years at the time of any refinancing of the first mortgage or sale of the property. The interest rate on the loans will be 0.00% per annum and there will be no prepayment penalty. If the loans are not forgiven, the loan shall mature in 50 years. Income restrictions will remain in place for 50 years regardless of ownership or any loan prepayments.

Proposed Seventh Mortgage – Pinellas County

A Term Sheet was provided by Pinellas County Housing & Community Development, dated November 6, 2023, for construction/permanent financing in the amount not to exceed \$3,750,000 through ERA2 funding. The loan will be deferred and then forgiven at the County’s sole discretion at the end of 50 years if the terms of the agreement have been met, but no sooner than 15 years at the time of any refinancing of the first mortgage or sale of the property. The interest rate on the loan will be 0.00% per annum with a 50-year term.

Additional Construction Sources of Funds:

The Applicant provided letter of interest dated May 7, 2024 from Raymond James Affordable Housing Investments, Inc, (“RJAHI”) that outlines the terms and conditions of the purchase of the HC. RJAHI or its assigns will provide a net equity investment of \$13,272,423 in exchange for a 99.99% limited partnership ownership interest and a proportionate share of the total HC allocation estimated by RJAHI to be \$14,350,000. The HC allocation will be syndicated at a rate of approximately \$0.925 per \$1.00 of delivered tax credits. An initial HC equity installment of \$1,990,863 will be available at construction loan closing, which satisfies the 15% RFA requirement. A second installment of \$3,318,106 will be payable at 98% construction completion.

Deferred Developer Fee:

The Applicant will be required to defer \$1,298,972 or 28.43% of the total developer fee during the construction phase subject to the terms outlined in Section B of this report.

Permanent Financing Sources:

Source	Lender	Applicant's Total	Applicant's Revised Total	Underwriter's Total	Interest Rate	Amortization Years	Term Years	Annual Debt Service
Regulated Mortgage Lender	NLP	\$5,100,000	\$1,670,000	\$1,670,000	7.14%	35	23	\$116,766
FHFC - SAIL	FHFC	\$2,500,000	\$2,500,000	\$2,500,000	1.00%	0	23	\$25,000
FHFC - SAIL ELI	FHFC	\$636,000	\$636,000	\$636,000	0.00%	0	50	\$0
FHFC - NHTF	FHFC	\$0	\$1,450,000	\$1,450,000	0.00%	0	50	\$0
Local Government Subsidy	City of St. Pete	\$5,625,000	\$5,825,578	\$5,825,578	0.00%	0	50	\$0
Local Government Subsidy	Pinellas County	\$0	\$3,750,000	\$3,750,000	0.00%	0	50	\$0
HC Equity	RJAH	\$11,828,816	\$13,272,423	\$13,272,423				
Deferred Developer Fee	Developer	\$4,298,705	\$1,342,482	\$1,298,972				
Total :		\$29,988,521	\$30,446,483	\$30,402,973				\$141,766

Proposed First Mortgage Loan:

The \$16,000,000 construction loan with Fifth Third will be paid in full with equity and subordinate loan proceeds.

At permanent loan conversion, NLP will be in first mortgage position with one recorded mortgage and two promissory notes in the amounts of \$170,000 and \$1,500,000 for a total of \$1,670,000 as follows:

- 1) Per a Term Sheet dated May 30, 2024 from NLP, the \$170,000 loan, which will be in second mortgage position during construction, will move into first mortgage position at permanent loan conversion. The permanent first mortgage loan amount shall not exceed 100% of the as-completed and stabilized rent-restricted appraised value for both of NLP's first and second mortgages combined.

Terms and conditions include a 23-year term and a 35-year amortization period. The Term Sheet indicates monthly principal and interest payments will be based upon a fixed interest rate of 2.00%. A 1.00% commitment fee will be due at construction loan closing.

The following conditions must be met in order to convert to permanent financing: 1) a minimum occupancy rate of 90% with 75% of the required leased units occupied with lease terms of at least one year and occupancy for a minimum of 90 days and 2) 1.10x DSC for three consecutive months based on a stabilized pro forma basis with a stabilized occupancy rate not to exceed 93% (7% vacancy and collection factor) and utilizing the required amortizing debt service.

- 2) Per a Term Sheet dated March 13, 2024 from NLP, the taxable permanent loan in the amount of \$1,500,000 not to exceed \$2,000,000 will be subject to 80% of the stabilized rent restricted appraised value of the Development, subject to property tax exemptions. However, approval of FHFC's Board will be required if the permanent loan is sized to an amount greater than the current recommended amount of \$170,00 plus \$1,500,000 for a total amount of \$1,670,000.

Terms and conditions include an 18-year term and a 35-year amortization period. The Term Sheet indicates monthly principal and interest payments will be based upon an interest rate that will be locked at Construction Loan closing. The applicable interest rate will be based on the 10-Year U.S. Treasury Rate (currently 4.39%) plus 275 bps for an all-in rate of 7.14%. The forward period will be

24 months, plus one six-month extension with a fee equal to 0.50% of the loan amount. The Borrower must convert to the permanent loan on or before 30 months from Construction Loan closing. A Forward Rate Lock Fee and Delivery Assurance Fee, in an amount equal to 2.00% of the maximum loan amount, are both refundable.

The following conditions must be met in order to convert to permanent financing: 1) a minimum occupancy rate of 90% with 75% of the required leased units occupied with lease terms of at least one year and occupancy for a minimum of 90 days and 2) 1.15x DSC for three months on a stabilized pro forma basis, based upon a stabilized occupancy rate not to exceed 93% (subject to NLP loan committee approval) and utilizing the required amortizing debt service of the loan in form and substance acceptable to NLP.

Proposed Second Mortgage Loan – SAIL:

The Applicant applied to Florida Housing for a SAIL loan of \$2,500,000 under RFA 2022-205 for the construction/permanent financing of the Development. The SAIL loan will have a total term of 25.5 years, including a 30-month construction/stabilization period and a 23-year permanent period. As required by the first mortgage lender and permitted by Rule 67-48, the SAIL loan term will be coterminous with the first mortgage. The Loan shall be non-amortizing with a 1.00% interest rate over the life of the loan with annual payments based upon available cash flow as determined by Florida Housing. Any unpaid interest will be deferred until cash flow is available. However, at maturity of the SAIL loan, all principal and unpaid interest will be due. Annual payments of all applicable fees will be required. Fees include an annual Permanent Loan Servicing Fee of 25 bps of the outstanding loan amount up to a maximum of \$964 per month, subject to a minimum of \$243 per month and an annual Compliance Monitoring Multiple Program Fee of \$1,054.

Proposed Third Mortgage Loan – ELI:

The Applicant requested an ELI loan of \$636,000 for the construction/permanent financing of the Development. The ELI loan shall be non-amortizing with a 0.00% interest rate over the life of the loan with principal forgivable at maturity provided the units are targeted to ELI Households for the first 15 years of the 50-year Compliance Period. The Persons with Special Needs set-aside requirement must be maintained throughout the entire 50-year Compliance Period. The ELI loan total term will be 52.5 years including a 30-month construction/stabilization period and a 50-year permanent period, as requested by the Syndicator and allowed by the RFA. Annual payments of all applicable fees will be required. Fees include an annual Permanent Loan Servicing Fee of 25 bps of the outstanding loan amount up to a maximum of \$964 per month, subject to a minimum of \$243 per month and an annual Compliance Monitoring Multiple Program Fee of \$1,054.

Proposed Fourth Mortgage Loan – NHTF:

Per an Invitation to Enter Credit Underwriting from FHFC dated July 27, 2023, the Applicant received a preliminary commitment for an NHTF loan of \$1,450,000 for the construction/permanent financing of the Development. The NHTF loan shall be a non-amortizing loan with an interest rate of 0.00% per annum for a total term of 52.5 years, including a 30-month construction/stabilization period and a 50-year permanent period, as requested by the Syndicator and allowed by the RFA. The principal of the loan will be forgiven at maturity provided the units for which the NHTF loan amount is awarded are targeted as NHTF Link units for the first 30 years of the 50-year Compliance Period. The NHTF loan funding will

subsidize additional deep targeted units for Persons with Special Needs (NHTF Link units) at 22% of AMI. The NHTF Link units will be in addition to the requirement to set aside 50% of the total units as ELI set-aside units and the required number of Link Units for Persons with Special Needs. As such, the Development will be required to set aside five (5) units as NHTF Link units, in addition to the ELI Set-Aside units. After 30 years, all of the NHTF Link units may convert to serve residents at or below 60% of AMI; however, the Persons with Special Needs set-aside commitments must be maintained throughout the entire 50-year Compliance Period. Fees include an annual Permanent Loan Servicing Fee of 25 bps of the outstanding loan amount up to a maximum of \$964 per month, subject to a minimum of \$243 per month and an annual Compliance Monitoring Multiple Program Fee of \$1,054.

Proposed Fifth Mortgage – City of St. Petersburg

A commitment letter was provided from the City of St. Petersburg’s Housing & Community Development, dated January 2, 2024. The City’s American Rescue Plan Act (“ARPA”), State and Local Fiscal Recovery Funds (“SLFRF”), Tax Increment Financing (“TIF”) from the South St. Petersburg Community Redevelopment Area (“SSCRA”) Trust Fund, and Emergency Rental Assistance Program (“ERA2”) funds have been allocated to the Development as follows:

- \$2,939,125.00 ARPA SLFRF
- \$ 688,357.06 SSCRA
- \$2,198,095.94 ERA2
- \$5,825,578.00 Total

The loans are deferred and then forgiven at the City and CRA’s sole discretion at the end of 50 years if the terms of the agreement have been met, but no sooner than 15 years at the time of any refinancing of the first mortgage or sale of the property. The interest rate on the loans will be 0.00% per annum and there will be no prepayment penalty. Income restrictions will remain in place for 50 years regardless of ownership or any loan prepayments.

Proposed Sixth Mortgage – Pinellas County

A Term Sheet was provided by Pinellas County Housing & Community Development, dated November 6, 2023, for construction/permanent financing in the amount not to exceed \$3,750,000 through ERA2 funding. The loan will be deferred and then forgiven at the County’s sole discretion at the end of 50 years if the terms of the agreement have been met, but no sooner than 15 years at the time of any refinancing of the first mortgage or sale of the property. The interest rate on the loan will be 0.00% per annum with a 50-year term.

Additional Permanent Sources of Funds:

According to the letter of intent, RJAHI will purchase a 99.99% interest in the limited partnership at loan closing at a syndication rate of \$0.925 per dollar of HC for a total net HC equity investment of \$13,272,423 to be paid as follows:

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

AMERINAT

Capital Contributions	Amount	Percent of Total	Due upon
1st Installment	\$1,990,863	15.00%	Loan Closing
2nd Installment	\$3,318,106	25.00%	Later of 98% Construction Completion or August 1, 2025
3rd Installment	\$5,574,418	42.00%	Construction Loan Paydown at October 1, 2025
4th Installment	\$2,289,036	17.25%	Later of Stabilized Operations or April 1, 2026
5th Installment	\$100,000	0.75%	Receipt of Forms 8609
Total:	\$13,272,423	100%	

Annual Credits Per Syndication Agreement \$1,435,000

Total Credits Per Syndication Agreement \$14,350,000

Calculated HC Rate: \$0.925

Limited Partner Ownership Percentage 99.99%

Proceeds During Construction \$1,990,863

Deferred Developer Fee:

The Applicant will be required to permanently defer \$1,298,972 or 28.43% of the total Developer Fee after stabilization subject to the terms outlined in Section B of this report.

As previously stated with regard to possible tax credit recapture, the fee cannot be paid back within 15- years based on available cash flow. In the event that the Partnership has not timely paid all or part of the amounts due, the GP shall contribute to the Partnership the remainder of any unpaid principal amount of the Development Fee, and the Partnership shall thereupon make a payment in an equal amount to pay off all amounts due by the final date by which all amounts must be paid thereunder. As such, any risk associated with any tax credit recapture resulting from the non-payment of any Developer Fee is assumed by the General Partner. The principals of the GP and Developer have sufficient financial capacity to make a loan to the partnership, if needed.

Uses of Funds

CONSTRUCTION COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Demolition	\$0	\$0	\$109,174	\$1,456	\$109,174
New Rental Units	\$16,311,600	\$19,861,046	\$16,899,694	\$225,329	\$360,000
Recreational Amenities	\$240,000	\$0	\$0	\$0	\$0
Site Work	\$150,000	\$0	\$150,000	\$2,000	\$150,000
Constr. Contr. Costs subject to GC Fee	\$16,701,600	\$19,861,046	\$17,158,868	\$228,785	\$619,174
General Conditions	\$0	\$0	\$1,029,532	\$13,727	\$0
Overhead	\$0	\$0	\$686,355	\$9,151	\$0
Profit	\$2,288,400	\$0	\$686,354	\$9,151	\$0
General Liability Insurance	\$0	\$0	\$120,000	\$1,600	\$0
Payment and Performance Bonds	\$0	\$0	\$180,000	\$2,400	\$0
Total Construction Contract/Costs	\$18,990,000	\$19,861,046	\$19,861,109	\$264,815	\$619,174
Hard Cost Contingency	\$937,500	\$993,052	\$993,055	\$13,241	\$0
FF&E paid outside Constr. Contr.	\$0	\$253,000	\$253,000	\$3,373	\$60,000
Other: Solar Panels/Green Upgrades	\$0	\$30,000	\$30,000	\$400	\$0
Total Construction Costs:	\$19,927,500	\$21,137,098	\$21,137,164	\$281,829	\$679,174

Notes to Actual Construction Costs:

1. A Standard Form of Agreement Between the Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price in the amount \$19,861,109.52 (the "Construction Contract") has been provided. The Construction Contract was entered into as of April 3, 2024 and is executed by the Applicant and Royal American Construction Company, Inc. ("General Contractor"). It indicates construction completion within 480 calendar days from the date of commencement. The Construction Contract indicates retainage of ten percent (10%) will be withheld until 50% of the work is complete based on the Schedule of Values, at which point no additional retainage shall be withheld.
2. Moran Construction Consultants ("Moran") provided a Plan & Cost Review ("PCR"), dated May 22, 2024, for the Development. The PCR stated the overall cost to construct the Development is \$19,861,109.52 or \$264,814.78 per unit. It is Moran's opinion that the cost per unit is appropriate for the scope of work, comparables range between \$170,157.67 and \$224,669.81 per unit. The construction progress schedule submitted for Moran's review shows a 480-day duration for substantial completion; the construction contract indicates 480 days to substantial completion. Moran stated this time is adequate for the construction of the Development.

There are no allowances listed in the Construction Contract.

3. A 5% hard cost contingency was utilized by AmeriNat and is the maximum permitted by the RFA and Rule Chapters 67-48 and 67-21. The General Contractor's fee stated herein is for credit underwriting purposes only, and the final General Contractor's fee will be determined pursuant to the final cost certification process as per Rule 67-21 F.A.C.
4. General Contractor's Fee (consisting of general requirements, overhead, and profit) is based upon the schedule of values attached to the Construction Contract and does not exceed 14.00% of allowable

hard costs as per the RFA and Rule Chapters 67-21 and 67-48. The GC fee stated herein is for credit underwriting purposes only, and the final GC fee will be determined pursuant to the final cost certification process as per Rule Chapter 67-21.

5. The General Contractor will secure a Payment and Performance Bond to secure the Construction Contract and an estimate of its cost is included in the Schedule of Values of the Construction Contract.

6. FF&E Paid outside of the Construction Contract consists of common area furniture, outdoor furniture/equipment/playground equipment, and certain security fixtures and equipment not already included in the Construction Contract. FF&E also includes \$60,000 for washers and dryers to be provided at the Development, which are income producing. Therefore, the cost to purchase the washers and dryers is ineligible.

GENERAL DEVELOPMENT COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Accounting Fees	\$48,000	\$60,000	\$60,000	\$800	\$40,000
Appraisal	\$7,750	\$14,950	\$14,950	\$199	\$0
Architect's and Planning Fees	\$440,000	\$554,813	\$425,750	\$5,677	\$0
Architect's Fee - Supervision	\$25,000	\$0	\$128,000	\$1,707	\$0
Building Permits	\$101,250	\$67,625	\$67,625	\$902	\$0
Builder's Risk Insurance	\$80,000	\$100,000	\$100,000	\$1,333	\$0
Engineering Fees	\$85,000	\$50,000	\$50,000	\$667	\$0
Environmental Report	\$20,000	\$20,000	\$20,000	\$267	\$0
FHFC Administrative Fees	\$120,579	\$128,790	\$129,160	\$1,722	\$129,160
FHFC Application Fee	\$3,000	\$6,000	\$6,000	\$80	\$6,000
FHFC Credit Underwriting Fee	\$22,500	\$26,027	\$26,027	\$347	\$26,027
FHFC Compliance Fee	\$150,000	\$236,671	\$236,671	\$3,156	\$236,671
FHFC Other Processing Fee(s)	\$0	\$0	\$0	\$0	\$0
Impact Fee	\$218,471	\$41,775	\$41,775	\$557	\$0
Lender Inspection Fees / Const Admin	\$60,000	\$132,109	\$132,109	\$1,761	\$0
Green Building Cert. (LEED, FGBC, NAHB)	\$37,500	\$35,000	\$25,000	\$333	\$0
Insurance	\$180,000	\$180,000	\$180,000	\$2,400	\$135,000
Legal Fees - Organizational Costs	\$281,000	\$155,000	\$155,000	\$2,067	\$60,000
Market Study	\$7,750	\$4,800	\$4,800	\$64	\$4,800
Marketing and Advertising	\$135,000	\$10,000	\$10,000	\$133	\$10,000
Plan and Cost Review Analysis	\$0	\$5,850	\$5,850	\$78	\$0
Property Taxes	\$80,000	\$80,000	\$80,000	\$1,067	\$30,000
Soil Test	\$4,200	\$7,100	\$7,100	\$95	\$0
Survey	\$28,000	\$28,000	\$28,000	\$373	\$3,900
Title Insurance and Recording Fees	\$189,875	\$145,075	\$145,075	\$1,934	\$145,075
Utility Connection Fees	\$75,000	\$30,700	\$30,700	\$409	\$0
Soft Cost Contingency	\$70,000	\$125,000	\$105,479	\$1,406	\$0
Total General Development Costs:	\$2,469,875	\$2,245,285	\$2,215,071	\$29,534	\$826,633

Notes to the General Development Costs:

1. AmeriNat reflects actual costs for the appraisal, market study, and plan and cost review analysis.

2. AmeriNat reflects the costs associated with the Architect's and Engineer's fees as stated in agreements between the Applicant and the professionals which were reviewed by AmeriNat.

3. FHFC Administrative Fee is based upon a fee of 9% of the annual HC allocation recommendation made herein.

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

AMERINAT

4. FHFC Credit Underwriting Fee includes the SAIL & ELI Credit Underwriting Fee (\$15,360), multiple program fees for NHTF and 4% HC (\$5,146 each), and a \$375 credit reporting fee.
5. Impact Fees are net fees provided by the Applicant.
6. Lender Inspection Fees / Construction Admin costs are based on proposals for building envelope, threshold, and materials testing and inspections provided by the Applicant, site inspections by Moran, and construction loan administration for draw processing.
7. The Applicant provided an executed agreement for NGBS National Green Building Standard Certification (“NGBS”) between the Applicant and Community Development Reimagined, LLC.
8. A soft cost contingency of 5.00% has been underwritten, which is consistent with underwriting standards and may be utilized by the Applicant in the event soft costs exceed these estimates as permitted by RFA and Rule Chapters 67-21 and 67-48.
9. The remaining general development costs appear reasonable.

FINANCIAL COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Construction Loan Application Fee	\$0	\$0	\$4,000	\$53	\$0
Construction Loan Commitment Fee	\$180,000	\$121,700	\$121,700	\$1,623	\$0
Construction Loan Closing Costs	\$25,000	\$25,000	\$25,000	\$333	\$0
Construction Loan Interest	\$900,000	\$1,134,000	\$1,136,000	\$15,147	\$30,932
Permanent Loan Application Fee	\$0	\$0	\$8,000	\$107	\$8,000
Permanent Loan Commitment Fee	\$76,000	\$59,500	\$16,700	\$223	\$16,700
Permanent Loan Closing Costs	\$20,000	\$28,000	\$13,000	\$173	\$13,000
Local HFA Bond Trustee Fee	\$0	\$0	\$9,000	\$120	\$9,000
Local HFA Bond Cost of Issuance	\$283,320	\$449,313	\$379,852	\$5,065	\$379,852
SAIL Commitment Fee	\$0	\$0	\$25,000	\$333	\$25,000
SAIL Closing Costs	\$0	\$12,500	\$12,500	\$167	\$12,500
SAIL-ELI Commitment Fee	\$0	\$0	\$6,360	\$85	\$6,360
SAIL-ELI Closing Costs	\$0	\$6,500	\$6,500	\$87	\$6,500
NHTF Closing Costs	\$0	\$12,500	\$12,500	\$167	\$12,500
Legal Fees - Financing Costs	\$0	\$145,000	\$145,000	\$1,933	\$145,000
Other: Syndication Fees	\$0	\$25,000	\$25,000	\$333	\$25,000
Other: Organizational Costs	\$0	\$6,000	\$6,000	\$80	\$6,000
Other: HFAPC Issuer Fee (2 Years)	\$0	\$0	\$80,000	\$1,067	\$80,000
Total Financial Costs:	\$1,484,320	\$2,025,013	\$2,032,112	\$27,095	\$776,344
Dev. Costs before Acq., Dev. Fee & Reserves	\$23,881,695	\$25,407,396	\$25,384,347	\$338,458	\$2,282,151

Notes to the Financial Costs

1. Financial costs were derived from the representations illustrated in the LOI’s for equity and construction and permanent financing and appear reasonable to AmeriNat.
2. An interest reserve for the Construction Loans is supported by the Construction Loan terms illustrated in the LOI’s provided by the construction lenders, the duration of construction referenced in the Construction Contract and the resultant calculation completed by AmeriNat through the use of a construction draw schedule provided by the Applicant.

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

AMERINAT

3. The Local HFA Bond Cost of Issuance includes applicable costs, and the appropriate line items were included in this section based on the representation contained in the draft COI provided by RBC Capital Markets. Costs include, but are not limited to, the short-term redemption fee, credit underwriting fee, closing fee and legal fees.
4. The SAIL and ELI Commitment Fees represent 1.00% of each respective loan amount.
5. The SAIL and NHTF Closing Costs are \$12,500 each and the ELI Closing Costs are \$6,500 for FHFC legal fees.
6. The remaining Financial Costs appear reasonable.

DEVELOPER FEE ON NON-ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Developer Fee - Unapportioned	\$4,298,705	\$4,591,331	\$4,569,182	\$60,922	\$0
Total Other Development Costs:	\$4,298,705	\$4,591,331	\$4,569,182	\$60,922	\$0

Notes to the Developer Fee on Non-Acquisition Costs:

1. The total Developer Fee does not exceed 18.00% of the Total Development Costs exclusive of Land Costs and Reserves, which is permitted by the RFA and Rule Chapters 67-48 and 67-21.

LAND ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Land Lease Payment	\$80,000	\$160,000	\$160,000	\$2,133	\$160,000
Total Acquisition Costs:	\$80,000	\$160,000	\$160,000	\$2,133	\$160,000

Notes to Land Acquisition Costs:

1. AmeriNat received a Ground Lease between PO St. Petersburg, LLC (“Lessor”) and Green Mills Holdings, LLC (“Lessee”), dated September 2, 2015. The term of the Lease shall be 99 years with an annual rent of \$75,000 for the first twelve months beginning on the possession date. The annual rent will increase by 1.00% from the prior lease year’s rent until expiration or termination of the term of the Sublease. Note: The Ground Lease is for the entire parcel (Phase I and Phase II).
2. AmeriNat received and reviewed a Ground Sublease between Green Mills Holdings, LLC (“Sublessor”) and the Applicant (“Sublessee”), dated August 28, 2020. The term of the Sublease shall be 99 years with an annual rent of \$40,000 for the first twelve months beginning on the possession date. The annual rent will increase by 1.00% from the prior lease year’s rent until expiration or termination of the term of the Lease. Note: The Sublease is for the Phase II portion of the parcel.
3. An Amended and Restated Ground Sublease was provided, dated December 22, 2022, extending the possession date from April 20, 2022 to April 30, 2026.
4. An unexecuted draft Second Amended and Restated Ground Sublease was provided whereby the term of the Sublease was changed to 90 years and the annual rent was changed to \$80,000. Receipt of a fully executed Second Amended and Restated Ground Sublease is precedent to loan closing and listed in Section B of this report.

5. The Land Lease Payment of \$160,000 is the annual lease payment (\$80,000) times two (construction period).
6. An Appraisal performed by Integra Realty Resources-Tampa Bay (“IRR”) dated June 3, 2024 identifies an “As-Is” market value of the real estate to be \$2,550,000. Applying an 8.00% discount rate to the scheduled lease payments indicates an “As-Is” leased fee market value by the discounted cash flow analysis of \$1,255,000.

RESERVE ACCOUNTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Operating Deficit Reserve (Syndicator)	\$0	\$187,755	\$189,444	\$2,526	\$189,444
Reserves - Start-Up/Lease-up Expenses	\$0	\$100,000	\$100,000	\$1,333	\$100,000
Total Reserve Accounts:	\$0	\$287,755	\$289,444	\$3,859	\$289,444

Notes to Reserve Accounts

1. Operating Deficit Reserve (“ODR”) is based on the requirements of RJAHI and equates to approximately three months of debt service. At the end of the Compliance Period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC debt; if there is no FHFC loan debt on the proposed Development at the end of the Compliance Period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance remains in the ODR after the payments above, the amount should be placed in a Replacement Reserve account for the Development. In no event shall the payments of amounts to Applicant or the Developer from the Reserve Account cause the Developer fee or General Contractor Fee to exceed the applicable percentage limitations provided for in the Rule. Any and all terms and conditions of the ODR must be acceptable to FHFC, its Servicer and its Legal Counsel.

In exchange for receiving funding from the Corporation, the Corporation reserves the authority to restrict the disposition of any funds remaining in any operating deficit reserve(s) after the term of the reserve’s original purpose has terminated or is near termination. Authorized disposition uses are limited to payments towards any outstanding loan balances of the Development funded from the Corporation, any outstanding Corporation fees, any unpaid costs incurred in the completion of the Development (i.e., deferred Developer Fee), the Development’s capital replacement reserve account (provided, however, that any operating deficit reserve funds deposited to the replacement reserve account will not replace, negate, or otherwise be considered an advance payment or pre-funding of the Applicant’s obligation to periodically fund the replacement reserve account), the reimbursement of any loan(s) provided by a partner, member or guarantor as set forth in the Applicant’s organizational agreement (i.e., operating or limited partnership agreement). The actual direction of the disposition is at the Applicant’s discretion so long as it is an option permitted by the Corporation. In no event, shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer Fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.

TOTAL DEVELOPMENT COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
TOTAL DEVELOPMENT COSTS:	\$28,260,400	\$30,446,482	\$30,402,973	\$405,373	\$2,731,595

Notes to Total Development Costs:

1. Total Development Costs have increased from \$28,260,400 to \$30,402,973 for a difference of \$2,142,573 since the Application due to increases in Construction and Financial Costs, Developer Fee and Reserves.
2. In accordance with RFA, FHFC limits the Total Development Cost (“TDC”) per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum TDC per unit for the construction specified by the Applicant (Mid-Rise ESSC)(5-6 Stories)(New Construction), inclusive of a \$7,500/unit add-on for using tax-exempt bonds per the RFA and an 6.00% escalation rate applied to the base \$410,000 per unit allowable as approved at the April 1, 2022 Telephonic FHFC Board meeting, is \$442,550 per unit. With a total of 75 units, the maximum TDC for the Development is therefore \$33,191,250.00 . The TDC as underwritten equals \$30,402,972.50 . As such, the Development does not exceed the per unit maximum TDC and is eligible for funding as a result.

OPERATING PRO FORMA

FINANCIAL COSTS:		Year 1	Year 1 Per Unit
OPERATING PRO FORMA			
INCOME:	Gross Potential Rental Income	\$868,512	\$11,580
	Other Income		
	Ancillary Income	\$17,370	\$232
	Washer/Dryer Rentals	\$11,880	\$158
	Gross Potential Income	\$897,762	\$11,970
	Less:		
	Physical Vac. Loss Percentage: 2.50%	\$22,450	\$299
	Collection Loss Percentage: 0.50%	\$4,490	\$60
	Total Effective Gross Income	\$870,822	\$11,611
	EXPENSES:	Fixed:	
Ground Lease		\$80,000	\$1,067
Real Estate Taxes		\$72,000	\$960
Insurance		\$142,500	\$1,900
Variable:			
Management Fee Percentage: 6.00%		\$52,265	\$697
General and Administrative		\$35,625	\$475
Payroll Expenses		\$123,750	\$1,650
Utilities		\$69,375	\$925
Marketing and Advertising		\$2,250	\$30
Maintenance and Repairs/Pest Control		\$35,625	\$475
Grounds Maintenance and Landscaping		\$13,125	\$175
Security		\$18,750	\$250
Reserve for Replacements		\$22,500	\$300
Total Expenses		\$667,765	\$8,904
Net Operating Income	\$203,057	\$2,707	
Debt Service Payments			
First Mortgage - NLP	\$123,523	\$1,647	
Second Mortgage - SAIL	\$25,000	\$333	
Third Mortgage - SAIL ELI	\$0	\$0	
Fourth Mortgage - NHTF	\$0	\$0	
Fifth Mortgage - City of St. Petersburg	\$0	\$0	
All Other Mortgages - Pinellas County	\$0	\$0	
First Mortgage Fees - NLP	\$0	\$0	
Second Mortgage Fees - SAIL	\$7,304	\$97	
Third Mortgage Fees - SAIL ELI	\$3,970	\$53	
Fourth Mortgage Fees - NHTF	\$4,679	\$62	
Fifth Mortgage Fees - City of St. Petersburg	\$0	\$0	
All Other Mortgages Fees - Pinellas County	\$0	\$0	
Total Debt Service Payments	\$164,476	\$2,193	
Cash Flow after Debt Service	\$38,581	\$514	
Debt Service Coverage Ratios			
DSC - First Mortgage plus Fees	1.64x		
DSC - Second Mortgage plus Fees	1.30x		
DSC - Third Mortgage plus Fees	1.27x		
DSC - Fourth Mortgage plus Fee	1.23x		
DSC - Fifth Mortgage plus Fees	1.23x		
DSC - All Mortgages and Fees	1.23x		
Financial Ratios			
Operating Expense Ratio	76.68%		
Break-even Economic Occupancy Ratio (all debt)	92.88%		

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

AMERINAT

Notes to the Operating Pro forma and Ratios:

- The Development will be utilizing Housing Credits in conjunction with SAIL, ELI, & NHTF which will impose rent restrictions. The 2023 NHTF rents were utilized as these rents were current at the time of the appraisal. Overall, the maximum Housing Credit rents for 2024 published on FHFC’s website for the Development are achievable as confirmed by the appraiser. Utility allowances were derived from a Utility Allowance Study prepared by Energy Consulting, Inc. and approved by FHFC staff on January 30, 2024. A rent roll for the Development property is illustrated in the following table:

MSA (County): Tampa-St. Petersburg-Clearwater (Pinellas)

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
1	1.0	5	740	22%			\$358	\$77	\$281		\$281	\$281	\$281	\$16,860
1	1.0	11	740	30%			\$537	\$77	\$460		\$460	\$460	\$460	\$60,720
1	1.0	31	740	60%			\$1,074	\$77	\$997		\$997	\$997	\$997	\$370,884
1	1.0	11	740	70%			\$1,253	\$77	\$1,176		\$1,176	\$1,176	\$1,176	\$155,232
1	1.0	11	740	80%			\$1,433	\$77	\$1,356		\$1,356	\$1,356	\$1,356	\$178,992
2	2.0	1	1,053	30%			\$645	\$98	\$547		\$547	\$547	\$547	\$6,564
2	2.0	3	1,053	60%			\$1,290	\$98	\$1,192		\$1,192	\$1,192	\$1,192	\$42,912
2	2.0	1	1,053	70%			\$1,505	\$98	\$1,407		\$1,407	\$1,407	\$1,407	\$16,884
2	2.0	1	1,053	80%			\$1,720	\$98	\$1,622		\$1,622	\$1,622	\$1,622	\$19,464
		75	57,378											\$868,512

- A 3.00% total economic vacancy rate and collection loss was concluded by the appraisal and was relied upon by AmeriNat for underwriting purposes.
- Ancillary Income is comprised of income related to multifamily operations in the form of vending income, late charges, pet deposits, forfeited security deposits, etc.
- The Development will provide washers/dryers to the tenants with an option to lease at \$45 per month. IRR estimated a 30% utilization rate and rounded it to \$158 per unit.
- AmeriNat utilized a real estate tax expense of \$727 per unit based upon the conclusions of the appraisal which calculated the tax burden, market-oriented capitalization rate, and projected NOI.
- AmeriNat utilized an estimate of \$1,900 per unit for insurance, which is consistent with the appraisal. The figure is more than the insurance expenses for restricted rent comparables presented by the appraiser, which ranged from \$515 to \$938 per unit. However, the appraiser estimates a higher per unit cost based on the Developer quotes received and noted a trend to rising insurance costs in Florida, especially in coastal areas. The Development will be located in flood zone “X”. Zone “X” is an area outside of the 100-year flood plain which does not require flood insurance.
- The Applicant submitted an executed Management Agreement, dated April 29, 2024, between the Applicant and Royal American Management, Inc., which provides for monthly compensation in the amount \$3,000 or 6.00% of the gross rental collections received during the preceding month, whichever amount is greater. The term of the Agreement shall be in effect for a period of one year beginning on the date upon which preleasing efforts commence. The Agreement will renew automatically for additional one-year terms thereafter. AmeriNat utilized the 6.00% rate, which is slightly higher than the appraisal rate of 5.51%.

8. Replacement Reserves are budgeted at \$300 per unit per year, which is consistent with RFA and Rules 67-48 and 67-21 minimum requirement.
9. Each of the SAIL, ELI and NHTF loans have an annual Permanent Loan Servicing Fee based on 25 basis points of the outstanding loan amounts, with a minimum monthly fee of \$243 and a maximum monthly fee of \$964, and an hourly fee of \$204 for extraordinary services. The annual Multiple Program Compliance Monitoring Fee is \$1,054.
10. Based upon an estimated Net Operating Income (“NOI”) of \$203,057 for the proposed Development’s initial year of stabilized operations; the first mortgage loan plus fees can be supported by operations at a 1.64x to 1.00 DSC. The combined amount of the first and second mortgage SAIL loan plus fees can be supported by operations at a 1.27x to 1.00 DSC, and all debt and fees can be supported by operations at 1.23x to 1.00 DSC.
11. A 15-year Operating Pro forma attached hereto as Exhibit 1 reflects rental income increasing at an annual rate of 2% and expenses increasing at an annual rate of 3%.
12. The Break-even Economic Occupancy Ratio includes all debt; however, interest payments on the SAIL loan is based on available cash flow. This ratio would improve to 90.10% if this interest payment was not included.

Section B

**SAIL, ELI and NHTF Loan Special and General Loan Closing Conditions and
Contingencies**

Special Conditions

This recommendation is contingent upon the review and approval of the following items by Florida Housing and the Servicer, at least two weeks prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the loan closing date.

1. Completion of the HUD Section 3 pre-construction conference.
2. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u and 24 CFR Part 135).
3. Receipt of a fully executed Second Amended and Restated Ground Sublease.
4. A fully executed MOU approved by FHFC.

General Conditions

This recommendation is contingent upon the review and approval of the following items by Florida Housing and the Servicer at least two weeks prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the loan closing date.

1. Borrower is to comply with any and all recommendations noted in the Plan and Cost Review prepared by Moran Construction Consultants.
2. Building permits and any other necessary approvals and permits (e.g., final site plan approval, water management district, Department of Environmental Protection, Army Corps of Engineers, Department of Transportation, etc.). An acceptable alternative to this requirement is receipt and satisfactory review of a letter from the local permitting and approval authority stating that the above referenced permits and approvals will be issued upon receipt of applicable fees (with no other conditions), or evidence of 100% lien-free completion, if applicable. If a letter is provided, copies of all permits will be required as a condition of the first post-closing draw.
3. Final sources and uses of funds itemized by source and line item, in a format and in amounts approved by the Servicer. A detailed calculation of the construction interest based on the final draw schedule (see below), documentation of the closing costs, and draft loan closing statement must also be provided. The final sources and uses of funds schedule will be attached to the Loan Agreements as the approved Development budget.
4. A final construction draw schedule showing itemized sources and uses of funds for each monthly draw. SAIL, ELI, & NHTF loan proceeds shall be disbursed during the construction phase in an amount per Draw that does not exceed the ratio of the SAIL, ELI, & NHTF loan to the Total Development Cost, unless approved by the Credit Underwriter. The closing draw shall include appropriate backup and ACH wiring instructions.

5. Construction Period Developer Fee shall be the lesser of i) 50% of the Total Developer Fee or ii) the Total Developer Fee less the Deferred Developer Fee listed in the Sources and Uses for the construction period, as calculated by the Servicer. At closing, a maximum of 35% of the Construction Period Developer Fee may be funded. Remaining Construction Period Developer Fee will be disbursed during construction/rehabilitation on a pro rata basis, based on the percentage of completion of the development, as approved and reviewed by FHFC and Servicer.

Once the Development has achieved 100% lien free completion and retainage has been released, the Post-Construction Period Developer Fee may be funded. Post-Construction Period Developer Fee is the remaining portion of Developer Fee less Deferred Developer Fee listed in the Sources and Uses for the permanent period, as calculated by the Servicer.

6. At all times there will be undisbursed loan funds (collectively held by Florida Housing, the first lender and any other source) sufficient to complete the Development. If at any time there are not sufficient funds to complete the Development, the Borrower will be required to expend additional equity on Development costs or to deposit additional equity with Florida Housing which is sufficient (in Florida Housing's judgment) to complete the Development before additional loan funds are disbursed. This condition specifically includes escrowing at closing all equity necessary to complete construction or another alternative acceptable to Florida Housing in its sole discretion.
7. Evidence of insurance coverage pursuant to the Request for Application ("RFA") governing this proposed transaction and, as applicable, the FHFC Insurance Guide.
8. The General Contractor shall secure a payment and performance bond equal to 100 percent of the total construction cost listing FHFC as a co-obligee, whose terms do not adversely affect the Corporation's interest, issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co., or a Corporation-approved alternate security for the General Contractor's performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least "Baa3" by Moody's, or at least "BBB-" by Standard & Poor's or Fitch, or a financial rating of at least 175 by IDC Financial Publishing. The LOC must include "evergreen" language and be in a form satisfactory to Florida Housing, its Servicer and its Legal Counsel.
9. Architect, Construction Consultant, and Borrower certifications on forms provided by Florida Housing will be required for both design and as-built with respect to Section 504 of the Rehabilitation Act, Americans with Disabilities Act, and the Federal Fair Housing Act requirements, as applicable.
10. A copy of the Amended and Restated Limited Partnership Agreement ("LPA") reflecting purchase of the HC under terms consistent with the assumptions contained within this Credit Underwriting Report. The LPA shall be in a form and of financial substance satisfactory to Servicer, Florida Housing, and its Legal Counsel.
11. Payment of any outstanding arrearages to the Corporation, its legal counsel, Servicer or any agent or assignee of the Corporation for past due issues applicable to the development team (Applicant or Developer or Principal, Affiliate or Financial Beneficiary, as described in Rule Chapters 67-21.0025 (5) and 67-48.0075 (5) F.A.C., of an Applicant or a Developer).
12. Final "as permitted" (signed and sealed) site plans, building plans and specifications. The geotechnical report must be bound within the final plans and specifications.

13. Satisfactory resolution of any outstanding past due and/or noncompliance items.
14. An Operating Deficit Reserve (“ODR”) in the collective amount of approximately three months of operating expenses and debt service will be permitted within the Applicant’s budget, unless the credit underwriter deems a larger reserve is necessary. The calculation of Developer Fee will be exclusive of the budgeted ODR and any ODR “proposed or required by a limited partner or other lender” in excess of the amount of the ODR deemed satisfactory by the credit underwriter will be a subset of Developer Fee. At the end of the compliance period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC loan debt; if there is no FHFC loan debt on the proposed Development at the end of the compliance period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance is remaining in the ODR after the payments above, the amount should be placed in a Replacement Reserve account for the Development. In no event shall the payments of amounts to the Applicant or the Developer from the Reserve Account cause the Developer Fee or General Contractor Fee to exceed the applicable percentage limitations provided for in Rule Chapters 67-48 and 67-21. Any and all terms and conditions of the ODR must be acceptable to Florida Housing, its Servicer and its legal counsel.
15. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its legal counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its legal counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area and any other requirements of Florida Housing.

This recommendation is contingent upon the review and approval by Florida Housing, and its Legal Counsel at least two weeks prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the loan closing date.

1. Documentation of the legal formation and current authority to transact business in Florida for the Borrower, the general partner/principal(s)/managers(s) of the Borrower, the guarantors, and any limited partners of the Borrower.
2. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its legal counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its legal counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area and any other requirements of Florida Housing.
3. An acceptable updated Environmental Audit Report, together with a reliance letter to Florida Housing, prepared within 90 days of SAIL, ELI & NHTF loan closing, unless otherwise approved by Florida Housing, and Legal Counsel, based upon the particular circumstances of the transaction. Borrower is to comply with any and all recommendations noted in the updated Environmental Audit Report(s) and all other environmental reports related to the property, as deemed appropriate by Florida Housing in its sole discretion.

4. Title insurance pro-forma or commitment for title insurance with copies of all Schedule B exceptions, in the amount of the SAIL, ELI, & NHTF loan naming Florida Housing as the insured. All endorsements required by Florida Housing shall be provided.
5. Florida Housing and its Legal Counsel shall review and approve all other lenders closing documents and the limited partnership or other applicable agreement. Florida Housing shall be satisfied in its sole discretion that all legal and program requirements for the loans have been satisfied.
6. Evidence of insurance coverage pursuant to the RFA governing this proposed transaction and, as applicable, the FHFC Insurance Guide.
7. Receipt of a legal opinion from the Borrower's Legal Counsel acceptable to Florida Housing addressing the following matters:
 - a. The legal existence and good standing of the Borrower and of any partnership or limited-liability company that is the general partner of the Borrower (the "GP") and of any corporation or partnership that is the managing general partner of the GP, and of any corporate guarantor and any manager;
 - b. Authorization, execution, and delivery by the Borrower and the guarantors, of all loan documents;
 - c. The loan documents being in full force and effect and enforceable in accordance with their terms, subject to bankruptcy and equitable principles only;
 - d. The Borrower's and the guarantor's execution, delivery and performance of the loan documents shall not result in a violation of, or conflict with, any judgments, orders, contracts, mortgages, security agreements or leases to which the Borrower is a party or to which the Development is subject to the Borrower's Partnership Agreement and;
 - e. Such other matters as Florida Housing or its Legal Counsel may require.
8. Evidence of compliance with local concurrency laws, if applicable.
9. Such other assignments, affidavits, certificates, financial statements, closing statements and other documents as may be reasonably requested by Florida Housing or its Legal Counsel in form and substance acceptable to Florida Housing or its Legal Counsel, in connection with the SAIL, ELI, & NHTF loans.
10. UCC Searches for the Borrower, its partnerships, as requested by counsel.
11. Any other reasonable conditions established by Florida Housing and its Legal Counsel.

Additional Conditions

This recommendation is also contingent upon the following additional conditions.

1. Compliance with all applicable provisions of 420.507, 420.5087 and 420.509, Florida Statutes, Rule Chapter 67-21 F.A.C, Rule Chapter 67-48 F.A.C., Rule Chapter 67-53, F.A.C., Rule Chapter 67-60, F.A.C., Section 42 I.R.C., RFA 2022-205, and any other applicable State and Federal requirements.

2. Acceptance by the Borrower and execution of all documents evidencing and securing the SAIL, ELI, & NHTF loans in form and substance satisfactory to Florida Housing, including, but not limited to, the Promissory Note, the Loan Agreement(s), the Mortgage and Security Agreement, and the Land Use Restriction Agreement(s), Extended Low-income Housing Agreement(s) and Final Cost Certificate.
3. For the SAIL Loan, Guarantors are to provide the standard FHFC Operating Deficit Guaranty. If requested in writing by the Applicant, Servicer will consider a recommendation to release the Operating Deficit Guaranty if all conditions are met including achievement of a 1.15 Debt Service Coverage on the combined permanent First Mortgage and SAIL Loan as determined by FHFC or the Servicer, and 90% occupancy and 90% of Gross Potential rental income, net of utility allowances, if applicable, for a period equal to twelve (12) consecutive months, all certified by an independent CPA and verified by the Servicer. The calculation of the debt service coverage ratio shall be made by FHFC or the Servicer. Notwithstanding the above, the Operating Deficit Guaranty shall not terminate earlier than three years following the final certificate of occupancy.
4. If applicable, receipt and satisfactory review of Financial Statements from all Guarantors dated within 90 days of Real Estate Closing.
5. Guarantors to provide the standard Florida Housing Construction Completion Guaranty; to be released upon lien-free completion as approved by the Servicer.
6. Guarantors are to provide the standard Florida Housing Environmental Indemnity Guaranty.
7. Guarantors are to provide the standard Florida Housing Guaranty of Recourse Obligations.
8. A mortgagee title insurance policy naming Florida Housing as the insured in the amount of the SAIL, ELI & NHTF loans is to be issued immediately after closing. Any exceptions to the title insurance policy must be acceptable to Florida Housing or its Legal Counsel. All endorsements that are required by Florida Housing are to be issued and the form of the title policy must be approved prior to closing.
9. Property tax and hazard insurance escrow are to be established and maintained by the First Mortgagee, the Fiscal Agent or the Servicer. In the event the reserve account is held by the Servicer, the release of funds shall be at Florida Housing's sole discretion.
10. Replacement Reserves funds in the amount of \$300 per unit per year are required to be deposited on a monthly basis into a designated escrow account to be maintained by the First Mortgagee/Credit Enhancer, the Fiscal Agent, or Florida Housing's loan servicing agent. However, Applicant has the option to prepay Replacement Reserves, as allowed per RFA and Rules 67-21 and 67-48, in the amount of \$22,500 (one-half the required Replacement Reserves for Years 1 and 2), in order to meet the applicable DSC loan requirements. Applicant can waive this election, if at closing of the loan(s) the required DSC is met without the need to exercise the option. It is currently estimated that Replacement Reserves will be funded from Operations in the amount of \$300 per unit per year for Years 1 and 2, followed by \$300 per unit per year thereafter. New construction developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit. The initial replacement reserve will have limitations on the ability to be drawn. The amount established as a replacement reserve shall be adjusted based on a capital needs assessment ("CNA") to be received by the

Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers at the time the CNA is required. Beginning no later than the 10th year after the first residential building receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ("Initial Replacement Reserve Date"). A subsequent CNA is required no later than the 15th year after the Initial Replacement Reserve Date and subsequent assessments are required every five years thereafter.

11. Moran Construction Consultants or other construction inspector acceptable to Florida Housing is to act as Florida Housing's inspector during the construction period.
12. Under terms of the construction contract, a minimum of 10% retainage holdback on all construction draws until the Development is 50% complete and thereafter no additional retainage is withheld as required per the Construction Contract. Retainage will not be released until successful completion of construction and issuance of all certificates of occupancy which satisfies RFA and Rules 67-21 and 67-48 minimum requirement.
13. Satisfactory completion of a pre-loan closing compliance audit conducted by Florida Housing or Servicer, if applicable.
14. Closing of all funding sources simultaneous with or prior to closing of the SAIL, ELI & NHTF loans.
15. Any other reasonable requirements of the Servicer, Florida Housing, or its Legal Counsel.

Housing Credit Allocation Recommendation

AmeriNat recommends an annual Housing Credit allocation in the amount of \$1,438,912 for the construction and permanent financing of the Development. Please refer to Exhibit 3 - HC Allocation Calculation for further detail.

HC Contingencies

The HC allocation recommendation is contingent upon the receipt and satisfactory review of the following items by AmeriNat and FHFC. Failure to resolve these contingencies within this timeframe may result in forfeiture of the HC allocation:

1. Closing of all funding sources prior to or simultaneous with the SAIL, ELI & NHTF loans.
2. Moran Construction Consultants is to act as construction phase inspector for Florida Housing.
3. Purchase of the HC by the Syndicator or its assigns under terms consistent with the assumptions of this report.
4. Receipt of executed FHFC Fair Housing, Section 504 and ADA as-built certification forms 122, 127, and 129.
5. Satisfactory resolution of any outstanding past due items and/or noncompliance items.
6. Any other reasonable requirements of Florida Housing or its Servicer.

Exhibit 1
Burlington Post II
15 Year Operating Pro Forma

FINANCIAL COSTS:		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
OPERATING PRO FORMA																	
INCOME:	Gross Potential Rental Income	\$868,512	\$885,882	\$903,600	\$921,672	\$940,105	\$958,907	\$978,086	\$997,647	\$1,017,600	\$1,037,952	\$1,058,711	\$1,079,886	\$1,101,483	\$1,123,513	\$1,145,983	
	Other Income																
	Ancillary Income	\$17,370	\$17,718	\$18,072	\$18,433	\$18,802	\$19,178	\$19,562	\$19,953	\$20,352	\$20,759	\$21,174	\$21,598	\$22,030	\$22,470	\$22,920	
	Washer/Dryer Rentals	\$11,880	\$12,118	\$12,360	\$12,607	\$12,859	\$13,116	\$13,379	\$13,646	\$13,919	\$14,198	\$14,482	\$14,771	\$15,067	\$15,368	\$15,675	
	Gross Potential Income	\$897,762	\$915,717	\$934,032	\$952,712	\$971,767	\$991,202	\$1,011,026	\$1,031,247	\$1,051,872	\$1,072,909	\$1,094,367	\$1,116,255	\$1,138,580	\$1,161,351	\$1,184,578	
	Less:																
	Physical Vac. Loss Percentage: 2.50%	\$22,450	\$22,899	\$23,357	\$23,824	\$24,301	\$24,787	\$25,282	\$25,788	\$26,304	\$26,830	\$27,366	\$27,914	\$28,472	\$29,041	\$29,622	
	Collection Loss Percentage: 0.50%	\$4,490	\$4,580	\$4,671	\$4,765	\$4,860	\$4,957	\$5,056	\$5,158	\$5,261	\$5,366	\$5,473	\$5,583	\$5,694	\$5,808	\$5,924	
	Total Effective Gross Income	\$870,822	\$888,239	\$906,003	\$924,124	\$942,606	\$961,458	\$980,687	\$1,000,301	\$1,020,307	\$1,040,713	\$1,061,527	\$1,082,758	\$1,104,413	\$1,126,501	\$1,149,031	
	EXPENSES:	Fixed:															
Ground Lease		\$80,000	\$82,400	\$84,872	\$87,418	\$90,041	\$92,742	\$95,524	\$98,390	\$101,342	\$104,382	\$107,513	\$110,739	\$114,061	\$117,483	\$121,007	
Sub-ground Lease		\$0															
Real Estate Taxes		\$72,000	\$74,160	\$76,385	\$78,676	\$81,037	\$83,468	\$85,972	\$88,551	\$91,207	\$93,944	\$96,762	\$99,665	\$102,655	\$105,734	\$108,906	
Insurance		\$142,500	\$146,775	\$151,178	\$155,714	\$160,385	\$165,197	\$170,152	\$175,257	\$180,515	\$185,930	\$191,508	\$197,253	\$203,171	\$209,266	\$215,544	
Variable:																	
Management Fee Percentage: 6.00%		\$52,265	\$53,310	\$54,377	\$55,464	\$56,573	\$57,705	\$58,859	\$60,036	\$61,237	\$62,462	\$63,711	\$64,985	\$66,285	\$67,610	\$68,963	
General and Administrative		\$35,625	\$36,694	\$37,795	\$38,928	\$40,096	\$41,299	\$42,538	\$43,814	\$45,129	\$46,483	\$47,877	\$49,313	\$50,793	\$52,317	\$53,886	
Payroll Expenses		\$123,750	\$127,463	\$131,286	\$135,225	\$139,282	\$143,460	\$147,764	\$152,197	\$156,763	\$161,466	\$166,310	\$171,299	\$176,438	\$181,731	\$187,183	
Utilities		\$69,375	\$71,456	\$73,600	\$75,808	\$78,082	\$80,425	\$82,837	\$85,322	\$87,887	\$90,519	\$93,234	\$96,031	\$98,912	\$101,880	\$104,936	
Marketing and Advertising		\$2,250	\$2,318	\$2,387	\$2,459	\$2,532	\$2,608	\$2,687	\$2,767	\$2,850	\$2,936	\$3,024	\$3,115	\$3,208	\$3,304	\$3,403	
Maintenance and Repairs/Pest Control		\$35,625	\$36,694	\$37,795	\$38,928	\$40,096	\$41,299	\$42,538	\$43,814	\$45,129	\$46,483	\$47,877	\$49,313	\$50,793	\$52,317	\$53,886	
Grounds Maintenance and Landscaping		\$13,125	\$13,519	\$13,924	\$14,342	\$14,772	\$15,215	\$15,672	\$16,142	\$16,626	\$17,125	\$17,639	\$18,168	\$18,713	\$19,275	\$19,853	
Security		\$18,750	\$19,313	\$19,892	\$20,489	\$21,103	\$21,736	\$22,388	\$23,060	\$23,752	\$24,464	\$25,198	\$25,954	\$26,733	\$27,535	\$28,361	
Reserve for Replacements		\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	
Total Expenses	\$667,765	\$686,600	\$705,990	\$725,951	\$746,500	\$767,654	\$789,432	\$811,851	\$834,931	\$858,692	\$883,828	\$909,706	\$936,347	\$963,775	\$992,012		
Net Operating Income	\$203,057	\$201,638	\$200,013	\$198,172	\$196,106	\$193,804	\$191,255	\$188,450	\$185,376	\$182,021	\$177,699	\$173,052	\$168,066	\$162,727	\$157,020		
Debt Service Payments																	
First Mortgage - NLP	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	\$116,766	
Second Mortgage - SAIL	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$20,000	
Third Mortgage - SAIL ELI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Fourth Mortgage - NHTF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Fifth Mortgage - City of St. Petersburg	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
All Other Mortgages - Pinellas County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
First Mortgage Fees - NLP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Second Mortgage Fees - SAIL	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	\$7,304	
Third Mortgage Fees - SAIL ELI	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	\$3,970	
Fourth Mortgage Fees - NHTF	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	
Fifth Mortgage Fees - City of St. Petersburg	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
All Other Mortgage Fees - Pinellas County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Debt Service Payments	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$157,719	\$152,719	
Cash Flow after Debt Service	\$45,339	\$43,920	\$42,295	\$40,454	\$38,387	\$36,085	\$33,537	\$30,731	\$27,657	\$24,303	\$19,981	\$15,334	\$10,347	\$5,008	\$4,301		
Debt Service Coverage Ratios																	
DSC - First Mortgage plus Fees	1.74x	1.73x	1.71x	1.70x	1.68x	1.66x	1.64x	1.61x	1.59x	1.56x	1.52x	1.48x	1.44x	1.39x	1.34x	1.34x	
DSC - Second Mortgage plus Fees	1.36x	1.35x	1.34x	1.33x	1.32x	1.30x	1.28x	1.26x	1.24x	1.22x	1.19x	1.16x	1.13x	1.09x	1.09x	1.09x	
DSC - Third Mortgage plus Fees	1.33x	1.32x	1.31x	1.29x	1.28x	1.25x	1.23x	1.21x	1.19x	1.16x	1.13x	1.10x	1.06x	1.06x	1.06x	1.06x	
DSC - Fourth Mortgage plus Fee	1.29x	1.28x	1.27x	1.26x	1.24x	1.23x	1.21x	1.19x	1.18x	1.15x	1.13x	1.10x	1.07x	1.03x	1.03x	1.03x	
DSC - Fifth Mortgage plus Fees	1.29x	1.28x	1.27x	1.26x	1.24x	1.23x	1.21x	1.19x	1.18x	1.15x	1.13x	1.10x	1.07x	1.03x	1.03x	1.03x	
DSC - All Mortgages and Fees	1.29x	1.28x	1.27x	1.26x	1.24x	1.23x	1.21x	1.19x	1.18x	1.15x	1.13x	1.10x	1.07x	1.03x	1.03x	1.03x	
Financial Ratios																	
Operating Expense Ratio	76.68%	77.30%	77.92%	78.56%	79.20%	79.84%	80.50%	81.16%	81.83%	82.51%	83.26%	84.02%	84.78%	85.55%	86.33%	86.33%	
Break-even Economic Occupancy Ratio (all debt)	92.13%	92.38%	92.65%	92.93%	93.23%	93.54%	93.86%	94.20%	94.55%	94.91%	95.35%	95.81%	96.27%	96.75%	97.24%	97.74%	

Burlington Post II
RFA 2022-205 (2023-125SN / 2022-537C)
DESCRIPTION OF FEATURES AND AMENITIES

A. The Development will consist of:

75 Units located in 1 Mid-Rise residential building

Unit Mix:

Sixty-nine (69) one bedroom/one bath units;

Six (6) two bedroom/two bath units:

75 Total Units

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

The Development must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations, and rules: The Fair Housing Act as implemented by 24 CFR 100, Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, F.S., Section 504 of the Rehabilitation Act of 1973, and Titles II and III of the Americans with Disabilities Act ("ADA") of 1990 as implemented by 28 CFR 35.

All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development.

C. The Development must provide the following General Features:

1. Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit;
2. Termite prevention;
3. Pest control;
4. Window covering for each window and glass door inside each unit;

5. 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;
6. Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
 - There must be a minimum of one (1) Energy Star certified washer and one (1) Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Developments' units by 15, and then round the equation's total up to the nearest whole number;
 - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
 - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
7. At least two full bathrooms in all 3 bedroom or larger new construction units;
8. Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units;
9. Elderly Developments must have a minimum of one elevator per residential building provided for all Elderly Set-Aside Units that are located on a floor higher than the first floor.
10. All Elderly Demographic New Construction Developments must provide a full-size range and oven in all units.

D. Required Accessibility Features, regardless of the age of the Development:

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

E. The Development must provide the following Accessibility Features in all units:

1. Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise;

2. All door handles on primary entrance door and interior doors must have lever handles;
3. Lever handles on all bathroom faucets and kitchen sink faucets;
4. Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
5. Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

F. In addition, all Elderly Demographic Developments must provide the following features:

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

G. Green Building Features required in all Developments:

All new construction units and, as applicable, all common areas must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of the RFA:

- a. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- b. Low-flow water fixtures in bathrooms – WaterSense labeled products or the following specifications:
 - i. Toilets: 1.28 gallons/flush or less,
 - ii. Urinals: 0.5 gallons/flush,
 - iii. Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
 - iv. Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- c. Energy Star certified refrigerator;
- d. Energy Star certified dishwasher;
- e. Energy Star certified ventilation fan in all bathrooms;
- f. Water heater minimum efficiency specifications:
 - Residential Electric:
 - i. Up to 55 gallons = 0.95 EF or 0.92 UEF; or
 - ii. More than 55 gallons = Energy Star certified; or
 - iii. Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77° rise or 0.87 UEF and GPM of ≥ 2.9 over a 67° rise;
 - Residential Gas (storage or tankless/instantaneous): Energy Star certified
 - Commercial Gas Water Heater: Energy Star certified;
- g. Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- h. Air Conditioning (in-unit or commercial):
 - i. Air-Source Heat Pumps – Energy Star certified:
 - a. ≥ 8.5 HSPF/ ≥ 15 SEER/ ≥ 12.5 EER for split systems
 - b. ≥ 8.2 HSPF/ ≥ 15 SEER/ ≥ 12 EER for single package equipment including gas/electric package units
 - ii. Central Air Conditioners – Energy Star certified:
 - a. ≥ 15 SEER/ ≥ 12.5 EER* for split systems
 - b. ≥ 15 SEER/ ≥ 12 EER* for single package equipment including gas/electric package units.

NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and one-bedroom units;

In addition to the required Green Building Features outlined above, proposed Developments with a Development Category of New Construction or Redevelopment, with or without acquisition, must select one of the following Green Building Certification programs:

_____ Leadership in Energy and Environmental Design (LEED); or

_____ Florida Green Building Coalition (FGBC); or

- ICC 700 National Green Building Standard (NGBS); or
- Enterprise Green Communities.

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

24 Hour Support to Assist Residents In Handling Urgent Issues

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

This assistance may include staff:

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

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

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

I. Applicants who select the Elderly Demographic must provide at least three Resident Programs:

The quality of the Resident Programs committed to by the Applicant is subject to approval of the Board of Directors. The availability of the Resident Programs must be publicized on an ongoing

basis such as through community newsletters, bulletin board posts, or flyers.

a. Daily Activities

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

b. Adult Literacy

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

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

c. Computer Training

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

HC Allocation Calculation

Section I – Qualified Basis Calculation

Total Development Cost	\$30,402,973
Less Land Costs	\$160,000
Less Other Ineligible Costs	\$2,571,595
Total Eligible Basis	\$27,671,377
Applicable Fraction	100%
DDA/QCT Basis Credit, if applicable	130%
Qualified Basis	\$35,972,790
Housing Credit Percentage (Federal allocation)	4.00%
Annual Housing Credit Allocation	\$1,438,912

Notes to the Eligible Basis Calculation:

1. “Other Ineligible Costs” include, but are not limited to, demolition, accounting fees, legal fees, market study, Florida Housing compliance, administrative, application, and underwriting fees, marketing/advertising fees, various fees associated with the SAIL, ELI and NHTF funding, a portion of construction loan interest, permanent loan related costs, Local HFA Bond cost of issuance costs, land and reserves.
2. The Development is 100% set-aside; therefore, the applicable fraction is 100%.
3. Per the Application, the Development is located in a SADDA (33713); therefore, a 130% basis credit was applied.
4. Per the FY 2021 Omnibus Consolidated Appropriations Act passed by Congress as of December 21, 2020, a permanent 4% minimum HC rate was established. For the purposes of this report, a HC percentage of 4.00% has therefore been applied.

Section II - Gap Calculation

Total Development Cost (including land and ineligible costs)	\$30,402,973
Less Mortgages	\$15,831,578
Equity Gap	\$14,571,395
HC Percentage to Investment Partnership	99.99%
HC Syndication Pricing	\$0.925
HC Required to meet Equity Gap	\$15,754,434
Annual HC Required	\$1,575,443

Notes to the Gap Calculation:

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

1. Mortgages include a first mortgage from NLP, second, third and fourth mortgages to be provided by FHFC, a fifth mortgage to be provided by the City of St. Petersburg, and a sixth mortgage to be provided by Pinellas County.
2. The HC Syndication Pricing and Percentage to the Investment Partnership are based upon the LOI from RJAHI dated May 7, 2024. Please note that the actual HC Syndication Pricing is \$0.925000026135.

Section III – Summary

HC Per Qualified Basis	\$1,438,912
HC Per GAP Calculation	\$1,575,443
Annual HC Recommended	\$1,438,912
HC Proceeds Recommended	\$13,308,605

Notes to the Summary:

1. The Annual HC recommended is based upon the lesser of the Qualified Basis or Gap Calculation; therefore, the Qualified Basis Calculation amount applies.

Section IV – Tax Credit 50% Test

Total DEPRECIABLE Cost	\$27,671,377
Plus: Land Cost	\$160,000
Equals Aggregate Basis	\$27,831,377
Tax Exempt Bond Amount	\$16,000,000
Tax Exempt Proceeds Used for Building and Land	\$16,000,000
Tax Exempt Proceeds as a Percentage of Aggregate Basis	57.49%

Notes to the Tax Credit 50% Test:

1. Based upon this analysis, the 50% Test is satisfactory.

SAIL, ELI, NHTF & HC CREDIT UNDERWRITING REPORT

DEVELOPMENT NAME: Burlington Post II
DATE: June 14, 2024

In accordance with the applicable Program Rule(s), the Applicant is required to submit the information required to evaluate, complete, and determine its sufficiency in satisfying the requirements for Credit Underwriting to the Credit Underwriter in accordance with the schedule established by FHFC. The following items must be satisfactorily addressed. "Satisfactorily" means that the Credit Underwriter has received assurances from third parties unrelated to the Applicant that the transaction can close within the allowed timeframe. Unsatisfactory items, if any, are noted below and in the "Issues and Concerns" section of the Executive Summary.

FINAL REVIEW	STATUS	NOTE
REQUIRED ITEMS:	Satis. / Unsatis.	
1. The development's final "as submitted for permitting" plans and specifications. Note: Final "signed, sealed, and approved for construction" plans and specifications will be required thirty days before closing.	Satis.	
2. Final site plan and/or status of site plan approval.	Satis.	
3. Permit Status.	Satis.	
4. Pre-construction analysis ("PCA").	Satis.	
5. Survey.	Satis.	
6. Complete, thorough soil test reports.	Satis.	
7. Full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice.	Satis.	
8. Market Study separate from the Appraisal.	Satis.	
9. Environmental Site Assessment – Phase I and/or the Phase II if applicable (If Phase I and/or II disclosed environmental problems requiring remediation, a plan, including time frame and cost, for the remediation is required). If the report is not dated within one year of the application date, an update from the assessor must be provided indicating the current environmental status.	Satis.	
10. Audited financial statements for the most recent fiscal year ended or acceptable alternative as stated in Rule for credit enhancers, applicant, general partner, principals, guarantors, and general contractor.	Satis.	
11. Resumes and experience of applicant, general contractor, and management agent.	Satis.	
12. Credit authorizations; verifications of deposits and mortgage loans.	Satis.	
13. Management Agreement and Management Plan.	Satis.	
14. Firm commitment from the credit enhancer or private placement purchaser, if any.	N/A	
15. Firm commitment letter from the syndicator, if any.	Satis.	
16. Firm commitment letter(s) for any other financing sources.	Satis.	
17. Updated sources and uses of funds.	Satis.	
18. Draft construction draw schedule showing sources of funds during each month of the construction and lease-up period.	Satis.	
19. Fifteen-year income, expense, and occupancy projection.	Satis.	

FINAL REVIEW	STATUS	NOTE
REQUIRED ITEMS:	Satis. / Unsatis.	
20. Executed general construction contract with "not to exceed" costs.	Satis.	
21. HC ONLY: 15% of the total equity to be provided prior to or simultaneously with the closing of the construction financing.	Satis	
22. Any additional items required by the Credit Underwriter.	Unsatis.	1-4

NOTES AND DEVELOPER RESPONSES:

1. Completion of the HUD Section 3 pre-construction conference is a condition precedent to loan closing.
2. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u and 24 CFR Part 135) is a condition precedent to loan closing.
3. Receipt of a fully executed Second Amended and Restated Ground Sublease is a condition precedent to loan closing.
4. A fully executed MOU, approved by FHFC, is a condition precedent to loan closing.



May 21, 2024

Via Electronic Mail

Mr. David Westcott
Director
Homeownership Programs
Florida Housing Finance Corporation
227 Bronough Street
Suite 5000
Tallahassee, Florida 32301
David.Westcott@floridahousing.com

RE: Request for 90-day Loan Closing Extension
Sandcastle Manor-Application No. 2022-244H
RFA 2021-206 HOME Financing for the Construction of Small, Rural Developments.

Dear Mr. Westcott,

Sandcastles Foundation, Inc., the Applicant, and a Florida not for profit corporation, on behalf of the proposed development, Sandcastle Manor, Application No. 2022-244H, respectfully requests an extension of the Loan Closing Deadline, from June 6, 2024, September 4, 2024. This 90-day extension is necessary due to the uncertainty surrounding HUD's release of funds which are necessary for closing.


This request is being made pursuant to Rule 67-48.0072(26), Florida Administrative Code, (Effective 5/18/2021), which provides in relevant part,

(26) For SAIL, EHCL, and HOME, unless stated otherwise in a competitive solicitation, these Corporation loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 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.

We have been in contact with the HUD representatives, and they believe they will have the funds delivered to us within the next sixty days. The delay to this point is due to a publication requirement which we believe has now been met.

We are happy to provide any additional information that you may require in consideration of this request.

Respectfully,
Sandcastles Foundation, Inc.


Jessica Criss, President



May 31, 2024

Tim Kennedy, Multifamily Loans & Bonds Director,
Florida Housing Finance Corporation
227 N. Bronough Street
Suite 5000
Tallahassee, FL 32301

RE: College Arms Apartments (2022-195BS/2021-522C)
Request for Closing Extension

Dear Mr. Kennedy:

College Arms Apartments was originally scheduled to close first quarter 2024. However, due to delays related to HUD's issuance of three new HAP contracts and Rural Development's inability to timely provide a payoff letter, College's closing has been pushed to June 13, 2024. Per FHFC's rules, College's current closing deadline is June 17, 2024. While all parties are on track to close College prior to the deadline, in an abundance of caution, College is requesting a 90-day extension in the case of an unforeseen delay. This will allow the closing deadline to be extended from June 17, 2024 to September 16, 2024.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joseph F. Chapman, IV', written over a light blue horizontal line.

Joseph F. Chapman, IV,
President
Royal American Development





May 30, 2024

Tim Kennedy
Assistant Director of Multifamily Development
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Subject: Fox Pointe (2023-192CRA) – Credit Underwriting Deadline Extension and Rental Recovery Loan Program (RRLP), Extremely Low Income (ELI), and Home Investment Partnership Program assistance from the American Rescue Plan Act (HOME-ARP) Loan Commitment Extension Request

Dear Mr. Kennedy:

HfH Fox Pointe, LLC (“Applicant”), hereby requests approval from the Board of the Florida Housing Finance Corporation (“FHFC”) for one (1) extension of up to six (6) months to complete credit underwriting and secure a firm loan commitment requested in Application 2023-192CRA (the “Application”), as per Rule 67-48.0072(4)(c). The Applicant timely submitted the Application in response to RFA 2023-108 – Housing Credit and RRLP Financing for Homeless Housing Developments Located in Medium and Large Counties Affected by Hurricanes Ian and Nicole (the “RFA”). The Applicant received an invitation to enter credit underwriting dated June 20, 2023 (the “Invitation”).

A. Considerations:

1. The Applicant is simultaneously working through credit underwriting, obtaining final approvals to obtain the building permit, and finalizing the credit underwriting report. The initial 12-month period to obtain a firm loan commitment and complete credit underwriting report approval after the Invitation ends on June 20, 2024. The Applicant is targeting the August 23, 2024 Board meeting for a credit underwriting report approval and firm loan commitment to close in the 3rd quarter of 2024.

B. The Request

1. The Applicant is requesting a one-time six (6) month extension to secure a firm loan commitment and complete the credit underwriting report, as per RFA 2023-108.
2. The Applicant is hereby requesting to be placed on the June 28, 2024 board meeting agenda.
3. The Applicant hereby requests that FHFC approve the extension request referred to in RFA 2023-108 and set a new deadline for firm loan commitment and credit underwriting report finalization no later than December 20, 2024.

C. Results of This Request

If this request is approved, the Applicant shall submit, as per RFA 2023-108, the 1% extension fee of the RRLP, ELI, and HOME-ARP Loan amounts, or \$55,923.

Sincerely,

HfH Fox Pointe, LLC,
a Florida limited liability company

By: HfH Fox Pointe MM, LLC,
a Florida limited liability company
its Member

A handwritten signature in black ink, appearing to read "Rob Cramp", with a horizontal line extending to the right.

By: _____
Rob Cramp, Executive Director of Sole Member Manager

BRISTOL MANOR, LTD

1105 KENSINGTON PARK DRIVE, SUITE 200
ALTAMONTE SPRINGS, FLORIDA 32714

TEL: (407) 333-3233 FAX: (407) 333-3919

DELIVERED VIA EMAIL

June 12, 2024

Tim Kennedy
Multifamily Loans and Bonds Director
FLORIDA HOUSING FINANCE CORPORATION
227 North Bronough St., Suite 500
Tallahassee, FL 32301

RE: Bristol Manor
(RFA 2023-211/2023-250V)

Dear Tim:

Pursuant to the Notice of Preliminary Award for Construction Inflation Response Viability Funding under RFA 2023-211 ("Preliminary Award") for Bristol Manor (2023-250V) dated June 14, 2023, the deadline for the Credit Underwriting Report (CUR) is June 28, 2024.

In connection with the aforementioned Preliminary Award, please consider this letter as Bristol Manor's formal request for an extension of the deadline for the CUR.

This request is due to circumstances beyond the Applicant's control. The unprecedented escalation in construction costs over the past two years has resulted in a domino effect of delays in the pre-development process. Bristol Manor was recently awarded gap financing through Volusia County's RFP #24-P-54MC-2 on May 7, 2024, which took longer to receive than anticipated. In light of this award, as well as a renegotiated construction contract at a lower overall cost, our underwriter, First Housing, is currently updating the draft CUR. While this draft will be submitted by the June 28th deadline, it is not anticipated that a final CUR, with any potentially requested edits from FHFC, will be completed by then. Closing calls have been ongoing, with a projected closing date in August.

If FHFC's deadline does indeed require final CUR approval, then we respectfully request approval of an extension.

Sincerely,

Bristol Manor, Ltd.

By: Berkeley Bristol GP, LLC, its general partner
By: Berkeley Housing Initiative, Inc., Manager
By: Julie von Weller, its Executive Director


Julie von Weller

Cc: Taylor Arruda, First Housing



RURAL NEIGHBORHOODS

Building Livable Places for Working Families

Post Office Box 343529, 19308 SW 380th Street, Florida City, FL 33034
305-242-2188

June 4th, 2024

Mr. Tim Kennedy
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301

Re: Pollywog Creek Mews 2022 -242H/2023-238V Firm Commitment Extension

Dear Mr. Kennedy:

Rural Neighborhoods, Incorporated (RN) and Pollywog Creek Mews, (PCM), the Co-Developer and Applicant of the Pollywog Creek Mews rental community, respectively, request an extension of the scheduled deadline for the *RFA 2023-211 Construction Inflation Response Viability Funding's* Firm Commitment requirement until the scheduled October 22nd, 2024, Board of Directors meeting. It is our intent to exercise all speed and due diligence to complete credit underwriting and obtain the firm loan commitment within the extension period .

First, substantial tasks are completed for the project including site control, environmental assessment and clearances, geotechnical reports, and architectural and civil plans. Since the prior extension, municipal approval for project tie-ins of the water distribution and sewer collection systems has been obtained by our civil engineer (H.L. Bennett Associates). This enabled the Applicant to obtain construction pricing. Nonetheless, construction prices exceeded available funds and subsequently required us to redesign architectural and civil plans to make the project more viable. CFM Architects, the Project Architect, completed value engineering drawings in consultation with NEI, our intended general contractor. New pricing is being obtained in June 2024. Successful pricing will enable us to complete credit underwriting not later than the October 22nd meeting.

Simultaneous to this request for administrative approval re 2023-211, the Developer and Applicant have filed a Rule Waiver to extend HOME funds also awarded to the project under *RFA 2021-206 HOME Financing for the Construction of Small Rural Developments*. If you have any additional questions, please do not hesitate to contact me by Email or at 305-242-2142.

Sincerely,

Steven Kirk, President

Rural Neighborhoods and Pollywog Creek Mews, LLC



June 7, 2024

Mr. Robert Dearduff
Florida Housing Finance Corporation
227 N. Bronough Street Ste. 5000
Tallahassee, FL 32301-1329

RE: Development Plan Approval for Gateway Estates PLP 2024-003P-09

Dear Mr. Dearduff:

This letter provides notice that this project has my approval to go forward for consideration of FHFC approval of the loan amount of \$618,193 and to enter credit underwriting for acquisition. Affordable Housing Solutions for Florida, Inc. will develop 12 buildings with 23 rental units, in Madison, FL (Madison County) for low- and moderate-income families. PLP funds will be used for acquisition and predevelopment expenses. The applicant has expressed a desire to have the FHFC Board consider this request at their next meeting.

I have provided a Development Plan which provides information on the project, the project timeline, and a budget which details how PLP funds will be spent.

After reviewing all documents pertaining to this project, and discussing the project specifics with the applicant, I believe that \$618,193 is sufficient to complete the proposed acquisition and predevelopment activities for this project.

Should you need any further information please feel free to contact me at kropp@flhousing.org or call 352-422-3513.

A handwritten signature in blue ink on a light blue rectangular background, appearing to read "Steve Kropp".

Steve Kropp
Technical Advisor

BOARD OF DIRECTORS

Gladys Cook, Chair
Consultant

Robert Von, Vice Chair
Meridian Appraisal Group, Inc.

Ben Johnson, Treasurer
Seltzer Management Group, Inc.

Leroy Moore, Secretary
Tampa Housing Authority

Ed Busansky, At Large
First Housing Development Corporation

Suzanne Cabrera, At-Large
Housing Leadership Council of Palm Beach County, Inc.

Mark Hendrickson, At Large
The Hendrickson Company

Jeff Kiss, At Large
Kiss & Company, Inc.

Melvin Philpot, At Large
Duke Energy

George Romagnoli, At Large
Neighborhood Lending Partners

Stephen Bender
University of Florida

Marilyn Drayton
Wells Fargo

Armando Fana
City of West Palm Beach

Bradford Goar
Florida Power and Light

David Hall
Florida Realtors

Kathy Hazelwood
Synovus

Cheryl Howell
Hillsborough County

Jack Humburg
Boley Centers, Inc.

Anne Ray
Shimberg Center for Housing Studies

Mike Rogers
Southern Advocacy Group

Manny Sarria
Miami-Dade County Homeless Trust

Carmen Smith
Chipola Area Habitat for Humanity

ADVISORY COUNCIL

Bob Ansley
Orlando Neighborhood Improvement Corporation

Stephanie Berman
Carrfour Supportive Housing

Helen Hough Feinberg
RBC Capital Markets

Debra Koehler
Sage Partners

Esther Marshall
Fifth Third Bank

A.J. Meyer
ANF Group

Tammy Paycer
Truist

Christine Ruiz
Bank of America

Thais Sullivan
Valley National Bank

CHIEF EXECUTIVE OFFICER

Ashon Nesbitt



Predevelopment Loan Program

Development Plan

Development Name	Gateway Estates
Development File Number	2024-003P-09

A. General Information	
Applicant Entity Name	Affordable Housing Solutions for Florida, Inc.
Development Name	Gateway Estates
Development Address	522 NE Colin Kelly Hwy Madison, FL (Madison County)
Tax Assessor Parcel Id Number	22-1N-09-4111-000-000
Development Co-Developers	N/A
Primary Contact	Debra Fleming
Development Type	Rental <input checked="" type="checkbox"/> Homeownership <input type="checkbox"/>
Number of Buildings	12
Number of Units	23
Target Population	Family
Construction Type	New <input checked="" type="checkbox"/> Rehab <input type="checkbox"/> Both <input type="checkbox"/>
<p>Applicant Comments: Gateway Estates is a proposed affordable housing rental community that will consist of 12 duplex buildings containing 23 three-bedroom two bath units. One half of one duplex will house the leasing office/community room and maintenance building. Amenities include a playground, gazebo with bench. The 3.18-acre site consists of a city block with roads bordering all sides. The current address is 522 Colin Kelly Highway, however access to the site will be off Cottingham Place or Mendia Avenue. We are using the same floor plans as our previous duplex affordable developments Greyes Place 1 and 2 which appeal to larger families with children. Parents prefer the single-story units with backyards. This design was intended for rural areas like Madison. Gateway Estates, named by the City Manager of Madison, received a FHFC preliminary loan commitment of HOME funds in the amount of 6 million and SAIL Like funds of \$1,750,000. Underwriting has already commenced.</p>	
<p>TAP Comments: Greyes Place plans have been improved for this development to offer exterior storage and a back porch.</p>	

B. Development Finance Information	
PLP Loan Recommended Amount	\$618,193
Total Predevelopment Costs	\$193,193
PLP Loan Amount for Acquisition	\$425,000
Estimated Total Development Costs	\$7,530,705
Will the Development be pursuing Tax Credits or Bonds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If "Yes" selected above, please state name of entity that will own the property?	Solutions Madison, LLC will be the owner of the entity. It will be a disregarded entity of AHSF, Inc.
Applicant Comments: N/A	

TAP Comments: The total project cost is about \$328,000 per unit, which is in line with the cost of similar projects in North Florida.

C. Development Team

	Vendor	Status
Developer	Affordable Housing Solutions for Florida, Inc.	Engaged
Co-Developer	N/A	N/A
Contractor	Marmer Construction	Pending
Architect	Donnelly Architecture	Engaged
Engineer	Madison Engineering	Engaged
Consultant	Ron Funk	Pending
Property Management	Grail Management	Pending
Other		

Applicant Comments: The Contractor and Management agent contracts are being bid.

TAP Comments:
 The applicant is assembling the development team and completing the plans for the project.

D. Market/Feasibility

Type of Study	Performed By	Status
Market Study	As required by Lender	To be engaged

Provide narrative of anticipated marketing and lease up of property: There are three other affordable housing developments in the County. One is a tax credit property; one is a former farmer's home deal, and one is a former HUD deal. We are building in a different part of town off the main drag and will be targeting different incomes than these deals. We feel the lease up should be relatively quick considering there is nothing like what we are building in the community. The city feels the need for what we will be providing is great.

Applicant Comments: Need doesn't always translate into ease of lease up. Marketing and targeting will determine success.

TAP Comments: The Applicant has experience providing housing units for the targeted population and has existing partnerships with housing agencies in the market area.

E. Development Site and Site Control	
<p>A description of the development site is required in order to complete this development plan. Please provide (or attach) a legal description if available; if not, please identify the site by location or some other means such as street address:</p>	
Site Control Questions	Applicant Response
Applicant currently owns the site (recorded deed)	_____ Yes <input checked="" type="checkbox"/> No
The Applicant has or will have prior to loan closing, a contract to purchase the site	<input checked="" type="checkbox"/> Yes _____ No
The Applicant has or will have prior to loan closing, a long-term lease on the site	_____ Yes <input checked="" type="checkbox"/> No
Are there existing liens on the property?	_____ Yes <input checked="" type="checkbox"/> No
If no liens exist, how was that verified?	Title Commitment
List all existing mortgages and liens on the property:	
Are there currently any mortgages or liens, or will there be any mortgages or liens at PLP closing, that will prevent the PLP Loan from being in a first mortgage or a second mortgage position?	_____ Yes <input checked="" type="checkbox"/> No
If the PLP will be a second mortgage, please provide details on the first mortgage, including the Lender, amount of mortgage and proposed closing date.	
If the development site will be titled in the name of a special purpose entity (SPE) formed by the Applicant, please provide the name of the SPE. If not yet formed, please advise when the entity will be formed and list as "SPE to be formed" (Note: If a SPE will hold title to the development site, the SPE must be owned by the Applicant and it (the SPE) will be required to execute the note and mortgage, as borrower, and the Applicant will be required to act as guarantor of the PLP Loan).	Solutions Madison, LLC
Applicant Comments:	
TAP Comments: The applicant will use a portion of the PLP funds to acquire the site.	

F. Development Readiness	
Item	Status
Current Zoning on Property	R2 Multifamily
Current Use of Property	Vacant land, cleared
Future Land Use Plan	Residential (Medium Density)
Site Plan Approval	In process
Property Survey	Completed
Soil Testing	In process
Permits	To be applied for
Availability of Utilities to property	Duke Energy
Availability of Water to property	City of Madison
Availability of Sewer to property	City of Madison
Availability of Road access to property	City of Madison; Cottingham Place or Mendia Avenue
Environmental Assessments Performed	Complete
Appraisal	Will be ordered during underwriting
Financial Statements available for review	Yes
Plans, Specs for Development	Plans complete for buildings, civil in 3 months
Applicant Comments: [REDACTED] We have signed agreements with the Surveyor, Civil Engineer and Geo Tech provider. We have received and submitted Phase I to the HUD Environmental provider for the HOME and she has received all documents she needs to begin her work.	
TAP Comments: N/A	

G. Financing Sources		
Name of Source	Amount	Status
SAIL	\$1,750,000	Awarded
HOME	6,000,000	Awarded
Deferred Developer Fee		Committed
Applicant Comments: N/A		
Is the Applicant applying for any other FHFC financing? If so, has it been approved?	It has been approved. Invitation to CU received.	
Is the Applicant entity under the other FHFC financing the same applicant entity as the PLP applicant entity? If not, provide the name of the Applicant entity.	No, Solutions Madison, LLC is a disregarded entity of Affordable Housing Solutions for Florida, Inc, the developer and PLP applicant.	

Will any of the other financing be closing in conjunction with the PLP loan?	No
Will any of the financing closing in conjunction with the PLP loan be permanent or construction financing?	No
TAP Comments: Applicant is currently in credit underwriting for HOME/SAIL loan	

H. Narrative
Provide Additional narrative not covered in comments above: We are providing single family homes for rent in a rural area. We have done this before successfully. This is our second PLP in recent FHFC history.

I. Predevelopment Loan Request Budget	
Item	Amount
Accounting	\$5,000.00
Acquisition	\$425,000.00
Closing Costs (acquisition)	\$12,750.00
Appraisal	\$6,000.00
Architect/Engineer	\$30,150.00
Administrative Expenses	\$3,000.00
Site Plan Approval	\$2,500.00
Credit Underwriting Fees	\$6,000.00
Environmental Testing	\$12,470.00
Insurance	\$10,000.00
Legal Fees	\$35,000.00
Market Study	\$6,000.00
Survey	\$3,200.00
Title Insurance	\$3,200.00
Contingency	\$20,000.00
Other – Utility Connection Fees	\$20,105.00
Other – Permitting	\$17,818.00
PLP Loan Total	\$618,193.00

J. Total Development Costs	
Acquisition costs not covered by PLP	0
Acquisition closing costs not covered by PLP	0
Other Predevelopment costs not covered by PLP	0
Rehabilitation	
Total Construction Costs	\$5,290,000.00
Operating Deficit Reserve	\$80,500.00
Developer Fees	\$1,277,512.00
Other construction costs - Contingency	\$264,500.00
Total Development Cost	7,530,705.00

K. Timeline		
Timeline Item	Date	Status
PLP Loan Approval	June 2024	Anticipated
Site Acquisition	September 2024	Anticipated
Survey	May 2024	Complete
Zoning Approval	Jan 2024	Complete
PLP Loan Closing	September 2024	Anticipated
Applying for Construction Financing	Jan 2024	Complete
Construction Start	Jan 2025	Anticipated
Construction Completion	December 2025	Anticipated
Lease-up/Sale	Jan -March 2025	Anticipated



June 7, 2024

Mr. Robert Dearduff
Florida Housing Finance Corporation
227 N. Bronough Street Ste. 5000
Tallahassee, FL 32301-1329

RE: Development Plan Approval for Sandcastle Preserve PLP 2024-004P-09

Dear Mr. Dearduff:

This letter provides notice that Sandcastle Preserve project has my approval to go forward for consideration of FHFC approval of the loan amount of \$748,500 and to enter underwriting for the acquisition. Sandcastles Foundation Inc. will develop 23 buildings with 23 rental units, in Perry, FL (Taylor County) for low- and moderate-income families. PLP funds will be used for acquisition and predevelopment expenses. The applicant has expressed a desire to have the FHFC Board consider this request at their next meeting.

I have provided a Development Plan which provides information on the project, the project timeline, and a budget which details how PLP funds will be spent.

After reviewing all documents pertaining to this project, and discussing the project specifics with the applicant, I believe that \$748,500 is sufficient to complete the proposed acquisition and predevelopment activities for this project.

Should you need any further information please feel free to contact me at kropp@flhousng.org or call 352-422-3513.

A handwritten signature in blue ink that reads "Steve Kropp".

Steve Kropp
Technical Advisor

BOARD OF DIRECTORS

Gladys Cook, Chair
Consultant

Robert Von, Vice Chair
Meridian Appraisal Group, Inc.

Ben Johnson, Treasurer
Seltzer Management Group, Inc.

Leroy Moore, Secretary
Tampa Housing Authority

Ed Busansky, At Large
First Housing Development Corporation

Suzanne Cabrera, At-Large
Housing Leadership Council of Palm Beach County, Inc.

Mark Hendrickson, At Large
The Hendrickson Company

Jeff Kiss, At Large
Kiss & Company, Inc.

Melvin Philpot, At Large
Duke Energy

George Romagnoli, At Large
Neighborhood Lending Partners

Stephen Bender
University of Florida

Marilyn Drayton
Wells Fargo

Armando Fana
City of West Palm Beach

Bradford Goar
Florida Power and Light

David Hall
Florida Realtors

Kathy Hazelwood
Synovus

Cheryl Howell
Hillsborough County

Jack Humburg
Boley Centers, Inc.

Anne Ray
Shimberg Center for Housing Studies

Mike Rogers
Southern Advocacy Group

Manny Sarria
Miami-Dade County Homeless Trust

Carmen Smith
Chipola Area Habitat for Humanity

ADVISORY COUNCIL

Bob Ansley
Orlando Neighborhood Improvement Corporation

Stephanie Berman
Carrfour Supportive Housing

Helen Hough Feinberg
RBC Capital Markets

Debra Koehler
Sage Partners

Esther Marshall
Fifth Third Bank

A.J. Meyer
ANF Group

Tammy Paycer
Truist

Christine Ruiz
Bank of America

Thais Sullivan
Valley National Bank

CHIEF EXECUTIVE OFFICER

Ashon Nesbitt



Predevelopment Loan Program

Development Plan

Development Name	Sandcastle Preserve
Development File Number	2024-004P-09

A. General Information	
Applicant Entity Name	Sandcastles Foundation, Inc.
Development Name	Sandcastle Preserve
Development Address	Near the Intersection of Park St. E. & Jefferson St. Perry (Taylor County)
Tax Assessor Parcel Id Number	05889-100
Development Co-Developers	FBC Holdings, LLC
Primary Contact	Jessica Criss – 386-214-5562
Development Type	Rental <input checked="" type="checkbox"/> Homeownership <input type="checkbox"/>
Number of Buildings	12
Number of Units	23
Target Population	Family
Construction Type	New <input checked="" type="checkbox"/> Rehab <input type="checkbox"/> Both <input type="checkbox"/>
Applicant Comments: Sandcastle Foundation, Inc. has been awarded FHFC SAIL and HOME funds for Sandcastle Preserve, under RFA 2024-206, to be used for the construction of rental developments in Hurricane Idalia impacted Counties. Sandcastle Preserve will include 23, 4 bedrooms /3-bathroom single family (duplex) homes, a clubhouse and a play area. Sandcastle Preserve’s target demographic is families.	
TAP Comments:	

B. Development Finance Information	
PLP Loan Recommended Amount	\$748,500.00
Total Predevelopment Costs	\$556,000.00
PLP Loan Amount for Acquisition	\$500,000.00
Estimated Total Development Costs	\$8,664,822.00
Will the Development be pursuing Tax Credits or Bonds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If “Yes” selected above, please state name of entity that will own the property?	
Applicant Comments: Applicant is finalizing the contract with the general contractor. Applicant has worked with this GC on two FHFC funded developments currently under construction by the Applicant.	
TAP Comments: The project is being developed in response to the need for additional housing as a result of Hurricane Idalia.	

C. Development Team		
	Vendor	Status
Developer	Applicant: Sandcastles Foundation, Inc.	Under Contract
Co-Developer	FBC Holdings, LLC	Under Contract
Contractor	Just Saying Construction	In process of executing contract
Architect	Donnelly Architecture	Under Contract
Engineer	Plata Engineering	In process of executing contract
Consultant		
Property Management	Grail Management Group	In process of executing management agreement
Other		
<p>Applicant Comments: The Applicant gains experience through Co-Developer, FBC Holdings, LLC. FBC's principal, Michael McPhillips, who has over 30 years' experience as an affordable housing developer. Applicant's Contractor, Just Saying Construction is highly experienced building FHFC funded affordable housing and has Davis Bacon experience. Applicant will have a management agreement with Grail Management Group, who has extensive property management experience leasing and management of affordable housing developments.</p>		
<p>TAP Comments: The developer has a few other projects under development throughout the state.</p>		

D. Market/Feasibility		
Type of Study	Performed By	Status
Market Study	As required by Lender	To be engaged
<p>Provide narrative of anticipated marketing and lease up of property: The applicant has met with the City of Perry who expressed a great need for family targeted affordable housing in the area. A market study will be ordered. The City of Perry, located in Taylor County, was in the direct path of 2023, category four, Hurricane Idalia. Landfall was within 20 miles of the City of Perry. Hundreds of families lost housing as a direct result of Idalia, only increasing the already desperate need for affordable housing in the area. Sandcastle Preserve will be centrally located in the City of Perry within walking distance to many local businesses and public transportation.</p> <p>Applicant anticipates a 100% lease up of the development within 4 months of construction completion. There are two current FHFC affordable housing developments located in Taylor County. Sandcastle Preserve will be the only single family (duplex) development in Taylor County.</p>		

<p>Applicant will work closely with their experienced property management provider to market and lease the property in accordance with HUD marketing and leasing regulations. Applicant and Grail Management Group will work with the North Florida Regional Housing Authority and utilize local newspapers / local community centers to advertise the development. On-site rental managers will make tenant selections and their decisions will be reviewed by Grial’s regional manager and Jessica Criss, President of Sandcastles Foundation, Inc. Sandcastle Preserve’s Fair Housing Marking Plan will be provided to staff and updated as needed.</p>
<p>Applicant Comments: The architect contract has been finalized. The engineer contract is being finalized.</p>
<p>TAP Comments: The single-family rental project should have market appeal.</p>

E. Development Site and Site Control	
<p>A description of the development site is required in order to complete this development plan. Please provide (or attach) a legal description if available; if not, please identify the site by location or some other means such as street address:</p>	
Site Control Questions	Applicant Response
Applicant currently owns the site (recorded deed)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The Applicant has or will have prior to loan closing, a contract to purchase the site	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The Applicant has or will have prior to loan closing, a long-term lease on the site	<input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No
Are there existing liens on the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no liens exist, how was that verified? A Title search will be performed at land closing	
List all existing mortgages and liens on the property:	
Are there currently any mortgages or liens, or will there be any mortgages or liens at PLP closing, that will prevent the PLP Loan from being in a first mortgage or a second mortgage position?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the PLP will be a second mortgage, please provide details on the first mortgage, including the Lender, amount of mortgage and proposed closing date.	

If the development site will be titled in the name of a special purpose entity (SPE) formed by the Applicant, please provide the name of the SPE. If not yet formed, please advise when the entity will be formed and list as "SPE to be formed" (Note: If a SPE will hold title to the development site, the SPE must be owned by the Applicant and it (the SPE) will be required to execute the note and mortgage, as borrower, and the Applicant will be required to act as guarantor of the PLP Loan).	NA
Applicant Comments: Applicant has the property under contract through October 15 th , 2024.	
TAP Comments: The project is using PLP funds to acquire the property.	

F. Development Readiness	
Item	Status
Current Zoning on Property	Commercial General
Current Use of Property	Vacant Land
Future Land Use Plan	Commercial General-Live Local will be used to allow for maximum Residential density
Site Plan Approval	To be completed
Property Survey	To be completed
Soil Testing	To be completed
Permits	To be completed
Availability of Utilities to property	Yes -City of Perry
Availability of Water to property	Yes -City of Perry
Availability of Sewer to property	Yes -City of Perry
Availability of Road access to property	Yes, Park Street
Environmental Assessments Performed	Complete
Appraisal	To be completed
Financial Statements available for review	Yes
Plans, Specs for Development	In process
Applicant Comments: Applicant is working on plans and specs with Donnelly Architecture, who has acted as the Architect on two FHFC funded developments, current under construction by the Applicant. The applicant has meet with the City of Perry, who has confirmed the availability of utilities to the property. A positive Phase I Environmental has been performed and is available.	
TAP Comments The project has to complete underwriting.	

G. Financing Sources		
Name of Source	Amount	Status
FHFC HOME	\$6,665,019.00	Awarded
SAIL	\$1,750,000.00	Awarded
		Choose an item.
		Choose an item.
Applicant Comments:		
Is the Applicant applying for any other FHFC financing? If so, has it been approved?	FHFC HOME and SAIL Funds have been awarded	
Is the Applicant entity under the other FHFC financing the same applicant entity as the PLP applicant entity? If not, provide the name of the Applicant entity.	YES	
Will any of the other financing be closing in conjunction with the PLP loan?	NO	
Will any of the financing closing in conjunction with the PLP loan be permanent or construction financing?	NA	
TAP Comments: Currently in process of completing credit underwriting for RFA 2024-206 and anticipates closing on FHFC financing by January 2025.		

H. Narrative
Provide Additional narrative not covered in comments above: N/A

I. Predevelopment Loan Request Budget	
Item	Amount
Accounting	2,500
Acquisition	500,000
Closing Costs (acquisition)	15,000
Appraisal	16,000
Architect/Engineer	70,000
Bond Closing Fee	0
Consultant	18,500

Capital Needs Assessment	0
Credit Underwriting Fees	24,000
Environmental Testing	30,000
Insurance	0
Legal Fees	20,000
Market Study	7,000
Survey	7,500
Title Insurance	0
Contingency	38,000
Other	0
Other	0
PLP Loan Total	\$748,500.00

J. Total Development Costs	
Acquisition costs not covered by PLP	0
Acquisition closing costs not covered by PLP	0
Other Predevelopment costs not covered by PLP	256,000.00
Rehabilitation	0
Hard Construction	5,984,373.00
Construction Contingency	299,218.00
Developer Fees	1,126,182.00
Other construction costs	549,767.00
Total Development Cost	\$8,664,822.00

K. Timeline		
Timeline Item	Date	Status
PLP Loan Approval	June 2024	Anticipated
Site Acquisition	September 2024	Anticipated
Survey	July 2024	Scheduled
Zoning Approval	May 2024	Complete
PLP Loan Closing	September 2024	Anticipated
Applying for Construction Financing	March 2024	Complete
Construction Start	January 2025	Anticipated
Construction Completion	July 2026	Anticipated
Lease-up/Sale	November 2026	Anticipated



June 7, 2024

Mr. Robert Dearduff
Florida Housing Finance Corporation
227 N. Bronough Street Ste. 5000
Tallahassee, FL 32301-1329

RE: View 29 PLP 2020-009P-09 1st Extension Request

Dear Mr. Dearduff:

This letter provides notice that 2901 Wynwood, LLC has requested a one-year extension of their PLP Loan View 29 2020-009P-09. The View 29 PLP Loan of \$500,000 matures on August 27, 2024, with a principal amount owed of \$500,000. The project will consist of 116 units for families in Miami-Dade, FL.

The project was delayed until the gap financing could be secured. The project has now secured funding from the Miami Dade surtax fund for \$5,780,000 and \$1,000,000 from Miami Dade PHCD inflation fund and is now ready to proceed. The borrower is currently in the process of completing underwriting. The project financing is expected to close in the summer of 2024. The borrower is extending the loan in case there are any problems with the contemplated closing. When the construction financing is closed, the borrower will repay the PLP loan.

As 2901 Wynwood is experienced in developing housing and skilled at securing financing, we anticipate continued progress over the next year with the goal of repaying the PLP Loan prior to the next maturity.

As TAP for this project, I am recommending that the request for a first one-year extension be approved.

Should you need any further information please feel free to contact me at kropp@flhousing.org or call 352-422-3513.

A handwritten signature in blue ink that reads "Steve Kropp".

Steve Kropp
Technical Advisor

BOARD OF DIRECTORS

Gladys Cook, Chair
Consultant

Robert Von, Vice Chair
Meridian Appraisal Group, Inc.

Ben Johnson, Treasurer
Seltzer Management Group, Inc.

Leroy Moore, Secretary
Tampa Housing Authority

Ed Busansky, At Large
First Housing Development Corporation

Suzanne Cabrera, At-Large
Housing Leadership Council of
Palm Beach County, Inc.

Mark Hendrickson, At Large
The Hendrickson Company

Jeff Kiss, At Large
Kiss & Company, Inc.

Melvin Philpot, At Large
Duke Energy

George Romagnoli, At Large
Neighborhood Lending Partners

Stephen Bender
University of Florida

Marilyn Drayton
Wells Fargo

Armando Fana
City of West Palm Beach

Bradford Goar
Florida Power and Light

David Hall
Florida Realtors

Kathy Hazelwood
Synovus

Cheryl Howell
Hillsborough County

Jack Humburg
Boley Centers, Inc.

Anne Ray
Shimberg Center for Housing Studies

Mike Rogers
Southern Advocacy Group

Manny Sarria
Miami-Dade County Homeless Trust

Carmen Smith
Chipola Area Habitat for Humanity

ADVISORY COUNCIL

Bob Ansley
Orlando Neighborhood Improvement
Corporation

Stephanie Berman
Carrfour Supportive Housing

Helen Hough Feinberg
RBC Capital Markets

Debra Koehler
Sage Partners

Esther Marshall
Fifth Third Bank

A.J. Meyer
ANF Group

Tammy Paycer
Truist

Christine Ruiz
Bank of America

Thais Sullivan
Valley National Bank

CHIEF EXECUTIVE OFFICER

Ashon Nesbitt



June 10, 2024

Mr. Robert Dearduff
Florida Housing Finance Corporation
227 N. Bronough Street Ste. 5000
Tallahassee, FL 32301-1329

RE: Development Plan Approval for Jessie's Village PLP 2023-014P-09

Dear Mr. Dearduff:

This letter provides notice that this project has my approval to go forward for consideration of FHFC approval of the loan amount of \$162,600 and execution of loan documents. The Hutchinson Foundation, Inc. will develop five building with 22 rental units, in Gainesville, FL (Alachua County) for low- and moderate-income families. PLP funds will be used for predevelopment expenses. The applicant has expressed a desire to have the FHFC Board consider this request at their next meeting.

I have provided a Development Plan which provides information on the project, the project timeline, and a budget which details how PLP funds will be spent.

After reviewing all documents pertaining to this project, and discussing the project specifics with the applicant, I believe that \$162,600 is sufficient to complete the proposed predevelopment activities for this project.

Should you need any further information please feel free to contact me at kropp@flhousing.org or call 352-422-3513.

A handwritten signature in blue ink on a light blue rectangular background, appearing to read "Steve Kropp".

Steve Kropp
Technical Advisor

BOARD OF DIRECTORS

Gladys Cook, Chair
Consultant

Robert Von, Vice Chair
Meridian Appraisal Group, Inc.

Ben Johnson, Treasurer
Seltzer Management Group, Inc.

Leroy Moore, Secretary
Tampa Housing Authority

Ed Busansky, At Large
First Housing Development Corporation

Suzanne Cabrera, At-Large
Housing Leadership Council of
Palm Beach County, Inc.

Mark Hendrickson, At Large
The Hendrickson Company

Jeff Kiss, At Large
Kiss & Company, Inc.

Melvin Philpot, At Large
Duke Energy

George Romagnoli, At Large
Neighborhood Lending Partners

Stephen Bender
University of Florida

Marilyn Drayton
Wells Fargo

Armando Fana
City of West Palm Beach

Bradford Goar
Florida Power and Light

David Hall
Florida Realtors

Kathy Hazelwood
Synovus

Cheryl Howell
Hillsborough County

Jack Humburg
Boley Centers, Inc.

Anne Ray
Shimberg Center for Housing Studies

Mike Rogers
Southern Advocacy Group

Manny Sarria
Miami-Dade County Homeless Trust

Carmen Smith
Chipola Area Habitat for Humanity

ADVISORY COUNCIL

Bob Ansley
Orlando Neighborhood Improvement
Corporation

Stephanie Berman
Carrfour Supportive Housing

Helen Hough Feinberg
RBC Capital Markets

Debra Koehler
Sage Partners

Esther Marshall
Fifth Third Bank

A.J. Meyer
ANF Group

Tammy Paycer
Truist

Christine Ruiz
Bank of America

Thais Sullivan
Valley National Bank

CHIEF EXECUTIVE OFFICER

Ashon Nesbitt



Predevelopment Loan Program

Development Plan

Development Name	Jessie's Village
Development File Number	PLP 2023-014P-09

A. General Information	
Applicant Entity Name	The Hutchinson Foundation Inc.
Development Name	Jessie's Village
Development Address	215 SE 21st Street, Gainesville, Florida 32641
Tax Assessor Parcel Id Number	11279-000-000 & 11279-001-000
Development Co-Developers	N/A
Primary Contact	Kindrell Hutchinson
Development Type	Rental <input checked="" type="checkbox"/> Homeownership <input type="checkbox"/>
Number of Buildings	5
Number of Units	22
Target Population	Families
Construction Type	New <input checked="" type="checkbox"/> Rehab <input type="checkbox"/> Both <input type="checkbox"/>
Applicant Comments:	
TAP Comments: Just four miles east of University of Florida, the property will be comprised of two and three bedroom and two baths' units to include a walking trail, visitor parking, a pavilion, and playground with lush landscaping that will be visually appealing to the existing community and for the new residents.	

B. Development Finance Information	
PLP Loan Recommended Amount	162,600
Total Predevelopment Costs	162,600
PLP Loan Amount for Acquisition	0
Estimated Total Development Costs	\$4,400,442
Will the Development be pursuing Tax Credits or Bonds? Yes No <input checked="" type="checkbox"/>	
If "Yes" selected above, please state	N/A
Applicant Comments: Completed predevelopment expenses:	
TAP Comments: Two-bedroom units and three-bedroom equates to a total gross floor area of 20,038 square feet (not inclusive of impervious areas.) Although we have used market supported costs in our feasibility analysis, the borrower expects to build the project for substantially less than the budget.	

C. Development Team		
	Vendor	Status
Developer	The Hutchinson Foundation	Under Contract
Co-Developer		
Contractor	Eastwood Homes, LLC	In Negotiation
Architect	Y Studios (Betsy Yankopolus)	Under Contract
Engineer	Y Studios (Betsy Yankopolus)	Under Contract
Consultant	TBD	In Negotiation
Property Management	The Hutchinson Foundation	Under Contract
Site Design and Layout	EDA Design and Consultants	Under Contract
Applicant Comments:		
<p>TAP Comments: The Development Team carries over a combined 60 years of community, commercial, and housing initiative experience within the Gainesville area. Their collective dedication in building sustainable communities takes a holistic approach while leveraging local, state, private, and federal resources to positively impact the quality of life for business owners and residents.</p>		

D. Market/Feasibility		
Type of Study	Performed By	Status
Market Study	As required by Lender	To be engaged
<p>Provide narrative of anticipated marketing and lease up of property: 8 of the Units will be affordable housing that will be committed to families with an AMI of 50% or lower.</p>		
Applicant Comments: N/A		
TAP Comments: N/A		

E. Development Site and Site Control
<p>A description of the development site is required in order to complete this development plan. Please provide (or attach) a legal description if available; if not, please identify the site by location or some other means such as street address: NEW GAINESVILLE PB A-66 S 100 FT OF E 120 FT OF N 4 CHS OF LOT 73 OR 5112/2120 & OR 5112/2123.</p>

Site Control Questions	Applicant Response
Applicant currently owns the site (recorded deed)	
The Applicant has or will have prior to loan closing, a	
The Applicant has or will have prior to loan closing, a long-	
Are there existing liens on the property?	
If no liens exist, how was that verified?	Clear Title report from Florida
List all existing mortgages and liens on the property: N/A	
Are there currently any mortgages or liens, or will there be any mortgages or liens at PLP closing, that will prevent the PLP Loan from being in a first mortgage or a second mortgage position?	_____ Yes ___X___ No
If the PLP will be a second mortgage, please provide details on the first mortgage, including the Lender, amount of mortgage and proposed closing date.	N/A
If the development site will be titled in the name of a special purpose entity (SPE) formed by the Applicant, please provide the name of the SPE. If not yet formed, please advise when the entity will be formed and list as "SPE to be formed" (Note: If a SPE will hold title to the development site, the SPE must be owned by the Applicant and it (the SPE) will be required to execute the note and mortgage, as borrower, and the Applicant will be required to act as guarantor of the PLP Loan).	N/A
Applicant Comments: N/A	
TAP Comments: The borrower is committed to this project and has proved this by getting predevelopment activities started using his own funds. Many of the items above have been completed within the last 12 months.	

F. Development Readiness	
Item	Status
Current Zoning on Property	U2 - Multifamily
Current Use of Property	Vacant

Future Land Use Plan	Residential Low Density
Site Plan Approval	Pending
Property Survey	Completed
Soil Testing	Completed
Permits	Pending
Availability of Utilities to property	Yes/Gainesville Regional Utilities
Availability of Water to property	Yes/Gainesville Regional Utilities
Availability of Sewer to property	Yes/Gainesville Regional Utilities
Availability of Road access to property	Yes/Gainesville Public Works/SE 21 st
Environmental Assessments Performed	Exempt:
Appraisal	Will order with
Financial Statements available for review	Yes
Plans, Specs for Development	Completed

Applicant Comments: Appraisal: Would be ordered by the credit underwriter team. Plans, Specs, for Development are in process.

TAP Comments: Borrower received an environmental exemption stating that he is not required to prepare or provide an environmental assessment because the site does not have any environmental indicators as shown in the GIS maps from the County/City. No Wetlands, no strategic ecosystems, no floodplain.

G. Financing Sources		
Name of Source	Amount	Status
Florida Community L.F.	2,865,400	Applied for
Federal Home Loan Bank of	750,000	Will apply within the next 12
ARPA Grant Award	280,000	Committed
Onsite Utilities Award	160,000	Pending
GRU Utility Connection Award	32,500	Committed
CDBG	8,000	Pending
HOME – City of Gainesville	66,600	Pending
Land Value	247,500	

Total Sources	4,410,000	
Applicant Comments: N/A		
Is the Applicant applying for any other FHFC financing? If so, has it been approved?	No	
Is the Applicant entity under the other FHFC financing the same applicant entity as the PLP applicant entity? If not, provide the name of the Applicant entity.	No	
Will any of the other financing be closing in conjunction with the PLP loan?	No	
Will any of the financing closing in conjunction with the PLP loan be permanent or construction financing?	No	
TAP Comments: The borrower has received local government subsidies for tree removal, connections and installation of water meters, and waived impact fees.		

H. Narrative
Jessie's Village Development is currently prepared to submit plans for building permits. We have site control. This property is owned by the foundation with no liens. Site plans and building design have been completed. Soil testing and neighborhood workshops have been completed successfully. Environmental Assessment is exempt for this project. This site does not have any environmental indicators as shown in the GIS maps from the County/City. No wetlands, no strategic ecosystems, and no floodplain.

I. Predevelopment Loan Request Budget	
Item	Amount
Accounting	1,250
Appraisal	7,500
Architect/Engineer	25,000
Financing Fees	25,000
Closing Costs and Title Insurance	10,000
Soil Testing	9,000

Builder's Risk Insurance	15,000
General Liability Insurance	850
Site Engineering Design	38,000
Landscape Design	3,500
Survey	7,500
Gainesville Regional Utilities Permit Fees	5,000
Site Plan Permit Fees	5,000
Contingency	10,000
PLP Loan Total	\$162,600

J. Total Development Costs	
Acquisition costs not covered by PLP	75,000
Acquisition closing costs not covered by PLP	5,000
Other Predevelopment costs not covered by	0
Rehabilitation	0
Hard Construction	3,783,388
Construction Contingency	154,000
Developer Fees	110,227
General Contractor's Fee	110,227
Total Development Cost	\$4,400,442

K. Timeline		
Timeline Item	Date	Status
PLP Loan Approval	May 2024	Pending
Site Acquisition	March 2023	Complete
Survey	August 2022	Complete
Site Plan	September 2024	Pending
Zoning Approval	July 2023	Complete

PLP Loan Closing	May 2024	Pending
Applying for Construction Financing	June 2024	Pending
Construction Start	September 2024	Pending
Construction Completion	September 2025	Pending
Lease-up/Sale	October 2025	Pending



June 10, 2024

Mr. Robert Dearduff
Florida Housing Finance Corporation
227 N. Bronough Street Ste. 5000
Tallahassee, FL 32301-1329

RE: Development Plan Approval for Tooley Oaks of East Mims PLP
2021-011P-09

Dear Mr. Dearduff:

This letter provides notice that this project has my approval to go forward for consideration of FHFC approval of the loan amount of \$227,795 and execution of loan documents. Tooley Community Development Group is planning to build 10 single family rental homes for the homeless demographic in East Mims, FL (Brevard County). PLP funds will be used for predevelopment expenses. The applicant has expressed a desire to have the FHFC Board consider this request at their next meeting.

I have provided a Development Plan which provides information on the project, the project timeline, and a budget which details how PLP funds will be spent.

After reviewing all documents pertaining to this project, and discussing the project specifics with the applicant, I believe that \$227,795 is sufficient to complete the proposed predevelopment activities for this project.

Should you need any further information please feel free to contact me at kropp@flhousng.org or call 352-422-3513.

A handwritten signature in blue ink on a light blue rectangular background, appearing to read "Steve Kropp".

Steve Kropp
Technical Advisor

BOARD OF DIRECTORS

Gladys Cook, Chair
Consultant

Robert Von, Vice Chair
Meridian Appraisal Group, Inc.

Ben Johnson, Treasurer
Seltzer Management Group, Inc.

Leroy Moore, Secretary
Tampa Housing Authority

Ed Busansky, At Large
First Housing Development Corporation

Suzanne Cabrera, At-Large
Housing Leadership Council of
Palm Beach County, Inc.

Mark Hendrickson, At Large
The Hendrickson Company

Jeff Kiss, At Large
Kiss & Company, Inc.

Melvin Philpot, At Large
Duke Energy

George Romagnoli, At Large
Neighborhood Lending Partners

Stephen Bender
University of Florida

Marilyn Drayton
Wells Fargo

Armando Fana
City of West Palm Beach

Bradford Goar
Florida Power and Light

David Hall
Florida Realtors

Kathy Hazelwood
Synovus

Cheryl Howell
Hillsborough County

Jack Humburg
Boley Centers, Inc.

Anne Ray
Shimberg Center for Housing Studies

Mike Rogers
Southern Advocacy Group

Manny Sarria
Miami-Dade County Homeless Trust

Carmen Smith
Chipola Area Habitat for Humanity

ADVISORY COUNCIL

Bob Ansley
Orlando Neighborhood Improvement
Corporation

Stephanie Berman
Carrfour Supportive Housing

Helen Hough Feinberg
RBC Capital Markets

Debra Koehler
Sage Partners

Esther Marshall
Fifth Third Bank

A.J. Meyer
ANF Group

Tammy Paycer
Truist

Christine Ruiz
Bank of America

Thais Sullivan
Valley National Bank

CHIEF EXECUTIVE OFFICER

Ashon Nesbitt



Predevelopment Loan Program

Development Plan

Development Name	Tooley Oaks of East Mims
Development File Number	2021-011P-09

A. General Information	
Applicant Entity Name	Tooley Community Development Group
Development Name	Tooley Oaks of East Mims
Development Address	2617 Bethune Avenue Mims, FL 32754
Tax Assessor Parcel Id Number	21-35-17-00-40
Development Co-Developers	Housing Authority of Brevard County
Primary Contact	Karen Tooley Curry - kcurry@tooleycdg.org
Development Type	Rental <input checked="" type="checkbox"/> Homeownership <input type="checkbox"/>
Number of Buildings	10
Number of Units	10
Target Population	Homeless
Construction Type	New <input checked="" type="checkbox"/> Rehab <input type="checkbox"/> Both <input type="checkbox"/>
TAP Comments: The parcel currently has a property located on it, which will undergo demolition prior to developing the ten cottage homes	

B. Development Finance Information	
PLP Loan Recommended Amount	\$227,795
Total Predevelopment Costs	\$424,794
PLP Loan Amount for Acquisition	\$0
Estimated Total Development Costs	\$2,853,745
Will the Development be pursuing Tax Credits or Bonds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If "Yes" selected above, please state name of entity that will own the property?	
Applicant Comments: The shortage of affordable housing in Brevard County has reached critical levels. Addressing homelessness and the pressing need for new, permanent affordable housing for low- to moderate-income (LMI) residents has become a top priority prompting concerted efforts from key entities such as the Housing Authority of Brevard County, the Brevard Homeless Coalition, law enforcement, the school board, and the Brevard County Board of County Commissioners.	
TAP Comments: The proposed Tooley Oaks of East Mims – Phase I development will consist of 10 one-bedroom small cottage style single family rentals (700-800 sq. ft.)	

C. Development Team		
	Vendor	Status
Developer	Tooley Community Development Group	Under Contract
Co- Developer	Housing Authority of Brevard County (“HABC”)	MOU Completed
Property Management	Tooley Community Development Group and HABC	Under Contract MOU with HABC being drafted
Consultant	GSA, LLC – T. Zimmerman, Managing Principal	In Negotiation
General Contractor	Provisions Construction & Development	In Negotiation
Civil Engineer	JJ Design & Construction 1783 Hazelton St NW Palm Bay, FL 32907 (321) 258-7949	In Negotiation
Architect	Space Coast AIA 115 Alma Blvd #101, Merritt Island, FL 32953 (321) 454-6131	In Negotiation
<p>Applicant Comments: We have a signed MOU with the Housing Authority of Brevard County confirming their participation as our co-developer and to provide the project with site-based housing choice vouchers and from development consultant, Todd Zimmerman of GSA, LLC. Provisions Construction and Development of Orlando has agreed to be the General Contractor on the project. Formal agreements for all three will be executed once financing is in place. Provisions has partner architects and civil engineers that they prefer to work with. We will vet them when presented. Additionally, we have presented the project to our local American Institute of Architects (AIA) chapter on the Space Coast. They have several members who are interested in working on the project. We’ll be receiving proposals from them to determine which one will best work for our team. We are also actively working with local firm JJ Design and Construction to negotiate civil engineering services.</p>		
<p>TAP Comments: All team contracts are in negotiation.</p>		

D. Market/Feasibility		
Type of Study	Performed By	Status
Market Study	If required by lender	*TBD

Provide narrative of anticipated marketing and lease up of property:

Given the current backlog of critical-need affordable housing, it is understood by most Lenders that a formal third-party market study is not necessary and thereby typically waived. However, Tooley Oaks will seek guidance from the Housing Authority of Brevard County to assist in identifying and analyzing metrics specific to the greater Mims area market.

Tooley Oaks of East Mims - Phase I Marketing Plan

Objective: Elevate Tooley Oaks of East Mims – Phase I as a leading affordable housing community in North Brevard with a primary focus on engaging and collaborating with the Brevard Continuum of Care to provide stable housing solutions for homeless clients. Aim to allocate at least 30% of the units to individuals identified through the Continuum of Care. Also, working with the Housing Authority of Brevard County as it pertains to community outreach and administration of an ongoing waiting list of qualified applicants. The Housing Authority maintains and periodically opens waiting lists for the purpose of placing qualified individuals and families seeking affordable housing.

Target Audience:

1. Homeless (or in danger of becoming homeless) individuals and families seeking stable housing through the Brevard Continuum of Care.
2. Local low to moderate income residents interested in a community-oriented living experience.

Strategies:

1. Brevard Continuum of Care Collaboration:

- Establish communication and collaboration with the Brevard Continuum of Care case managers.
- Prioritize at least 30% of Tooley Oaks units for homeless clients identified through the Continuum of Care intake system.

2. Educational Campaigns:

- Launch targeted campaigns to emphasize the benefits of the Pocket Home Community concept.
- Conduct workshops or webinars with homelessness services providers to inform them about housing opportunities at Tooley Oaks.
- Provide supportive services to address a broad spectrum of needs for residents as determined by a Needs Assessment conducted pre/post lease-up.

3. Application Assistance Program:

- Implement a program to assist potential residents, particularly those currently experiencing homelessness or those in imminent risk of homelessness, with the application process.
- Work closely with the Housing Authority of Brevard County to provide ongoing list of qualified applicants and provide rental subsidy under the Housing Choice Voucher program.

- 4. Media Relations:**
- Develop press releases and media kits focusing on Tooley Oaks' collaboration with the Continuum of Care, emphasizing the positive impact on the local homeless population.
 - Seek coverage in local media outlets, emphasizing the project's commitment to addressing homelessness.

Applicant Comments: As providers of homelessness services, we know first-hand that affordable housing units are in high demand, and that funding exists in the community to assist homeless residents to attain them. Supportive services exist to assure that residents are stabilized once they are placed. We are confident that by working with the Brevard Homeless Coalition and its continuum of providers, the units will be readily absorbed.

TAP Comments: N/A

E. Development Site and Site Control

A description of the development site is required in order to complete this development plan. Please provide (or attach) a legal description if available; if not, please identify the site by location or some other means such as street address:
 The proposed Tooley Oaks of East Mims development is strategically situated at 2617 Bethune Avenue, within the jurisdictional bounds of Brevard County, Florida. This prime location is identified by BCPAO Parcel number 21-35-17-00-40, boasting exciting views of Kennedy Space Center rocket launches and access to the beautiful Indian River.

Site Control Questions	Applicant Response
Applicant currently owns the site (recorded deed)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The Applicant has or will have prior to loan closing, a contract to purchase the site	N/A
The Applicant has or will have prior to loan closing, a long-term lease on the site	N/A
Are there existing liens on the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no liens exist, how was that verified?	A due diligence detailed lien search will be conducted prior to closing.
List all existing mortgages and liens on the property: N/A	
Are there currently any mortgages or liens, or will there be any mortgages or liens at PLP closing, that will prevent the PLP Loan from being in a first mortgage or a second mortgage position?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If the PLP will be a second mortgage, please provide details on the first mortgage, including the Lender, amount of mortgage and proposed closing date.	
If the development site will be titled in the name of a special purpose entity (SPE) formed by the Applicant, please provide the name of the SPE. If not yet formed, please advise when the entity will be formed and list as "SPE to be formed" (Note: If a SPE will hold title to the development site, the SPE must be owned by the Applicant and it (the SPE) will be required to execute the note and mortgage, as borrower, and the Applicant will be required to act as guarantor of the PLP Loan).	Tooley Oaks, LLC
Applicant Comments: N/A	
TAP Comments: Title research will be conducted during the predevelopment loan process.	

F. Development Readiness	
Item	Status
Current Zoning on Property	RU-1-11/RU-1-9
Current Use of Property	Vacant Land Parcel
Future Land Use Plan	Residential 4 (RES 4)
Site Plan Approval	To be completed during PLP process
Property Survey	To be completed during PLP process.
Soil Testing	To be completed during PLP process.
Permits	To be completed during PLP process.
Availability of Utilities to property	Yes, Florida Power and Light
Availability of Water to property	Yes, North Brevard Water and Sewer
Availability of Sewer to property	No – The City of Titusville sanitary sewer is 0.5 miles away from the property.
Availability of Road access to property	Yes – Brevard County public street access on Bethune Avenue, a paved neighborhood street.
Environmental Assessments Performed	To be completed during PLP process.
Appraisal	To be completed during PLP process.
Financial Statements available for review	Yes
Plans, Specs for Development	To be completed during PLP process.
Applicant Comments:	

As previously stated, the land in North Brevard County, particularly lots East of US1 present development challenges due to inadequate infrastructure investments which also limits density even under the Live Local Act provisions. We are proposing to address this issue by the installation of nitrogen reducing septic tank systems and building to the current county guidelines of four units per acre.

TAP Comments: All updated reports will be completed during the predevelopment loan process

G. Financing Sources		
Name of Source	Amount	Status
Florida Community Loan Fund	\$1,000,000	Applied For
Brevard County Affordable Housing Grant	\$350,000	Will apply for in next 12 months
FHLB AHP (Gap Financing)	\$750,000	Will apply for in next 12 months
Deferred Developer Fee	\$259,431	
Corporate Sponsorships	\$495,000	Currently Fundraising
Total Sources	\$2,854,431	

Applicant Comments: We have received interest from the Florida Community Loan Fund for a \$1,000,000 loan. We will also apply for the Federal Home Loan Bank of Atlanta's Affordable Housing Program general funds for \$750,000. We also expect an RFP for Brevard County's Affordable Housing grant to be released at any time. In addition to the foregoing contemplated sources, we've also developed an aggressive fundraising/corporate sponsorship campaign for the purpose of attracting capital contributions to minimize leveraging requirements and equity gap.

Is the Applicant applying for any other FHFC financing? If so, has it been approved?	No
Is the Applicant entity under the other FHFC financing the same applicant entity as the PLP applicant entity? If not, provide the name of the Applicant entity.	N/A
Will any of the other financing be closing in conjunction with the PLP loan?	No
Will any of the financing closing in conjunction with the PLP loan be permanent or construction financing?	N/A

TAP Comments:

H. Narrative
Provide Additional narrative not covered in comments above: N/A

I. Predevelopment Loan Request Budget	
Item	Amount
Appraisal	\$5,500
Architect	\$40,000
Architect Construction Admin	\$22,000
Demo & Debris Removal	\$28,000
Engineer - Civil	\$18,000
Environmental Report(s)	\$8,500
Geotechnical & Soil Report	\$4,500
Impact Fees County	\$32,586
Legal Fees	\$8,000
Permitting and Plan Review	\$28,000
Surveying	\$12,000
Predevelopment Contingency (10%)	\$20,709
PLP Loan Total	\$227,795

J. Total Development Costs	
Acquisition costs not covered by PLP	0
Acquisition closing costs not covered by PLP	0
Other Predevelopment costs not covered by PLP	\$197,000
Rehabilitation	0
Hard Construction	\$1,775,000
Construction Contingency	\$177,500
Subtotal	\$2,377,294
Capital Reserves	\$98,155
Developer Fees (10%)	\$259,431
Consultant Fees (5%)	\$118,865
Total Development Cost	\$2,853,745



K. Timeline		
Timeline Item	Date	Status
PLP Loan Approval	6/2024	Anticipated
Site Acquisition	6/2003	Complete
Survey	6/2024	Anticipated
Zoning Approval	3/2024	Complete
PLP Loan Closing	9/2024	Anticipated
Applying for Construction Financing	4/2024	Complete
Commitment Letter from Lender	8/2024	
Construction Start	11/2024	Anticipated
Construction Completion	12/2025	Anticipated
Lease-up	3/2026	Anticipated