

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

CASE NO. _____
Application Nos. 2007-126CS

SEA GRAPE II, LTD.

Petitioner,

v.

FLORIDA HOUSING FINANCE
CORPORATION

Respondent.

**PETITION FOR WAIVER OF THE 2007 QUALIFIED ALLOCATION PLAN'S
REQUIREMENT FOR RETURNING HOUSING CREDIT ALLOCATIONS, AND FOR
AN IMMEDIATE ALLOCATION OF 2008 HOUSING CREDITS**

Petitioner Sea Grape II, Ltd., a Florida limited partnership ("Sea Grape II" or "Petitioner") submits its Petition to Respondent Florida Housing Finance Corporation (the "Corporation") for a waiver of the Qualified Allocation Plan's: (a) prohibition from returning its 2007 Housing Credit Allocation ("Housing Credits") prior to the last quarter of 2009; and (b) requirements that a housing credit allocation can be reserved only for the year after the year in which the development is required to be placed in service ("Placed-in-Service Date"). The return of the 2007 Housing Credits is required before the Corporation may reserve an allocation of housing credits that Sea Grape II requests be immediately allocated for 2008 ("2008 Housing Credits"). See Rule 67-48.002(88), Florida Administrative Code (collectively the "Rule"), and Qualified Allocation Plan at ¶ 11.

1. Pursuant to Section 120.542, Fla. Stat. (2001) and Rules 28-104.001 through 28-104.006, F.A.C., Sea Grape II requests a waiver of Rule 67-48.002(88), Florida Administrative

Code, and of Paragraph 11 of the Qualified Allocation Plan ("QAP") to allow the immediate return of its 2007 Housing Credits and an immediate allocation of 2008 Housing Credits.

2. The name, address, telephone and facsimile numbers for Sea Grape II and its qualified representative are:

Sea Grape II, Ltd.
c/o CDG Sea Grape II, LLC
Attention: Liz Wong
2937 S.W. 27th Avenue, Suite 200
Miami, Florida 33133
Telephone: 305-476-8118
Facsimile: 305-476-1557

3. The name, address, telephone and facsimile number of Sea Grape II's attorney is:

Brian J. McDonough, Esq.
STEARNS WEAVER MILLER WEISSLER ALHADEFF &
SITTERSON, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Telephone: 305-789-3200
Facsimile: 305-789-3395
E-mail: bmcdonough@swmwas.com

4. Pursuant to Florida Housing's 2007 Universal Cycle, Sea Grape II timely submitted its Universal Application for competitive Housing Credits under the Low Income Housing Tax Credit program ("LIHTC Program" or "HC Program"). See Application Number 2007-126CS. Petitioner was successful in obtaining Housing Credits totaling \$700,000.00, from the 2007 Housing Credit Allocation.

5. Equity raised from the sale of Housing Credits will be used to finance a portion of the costs of the costs of development of Phase II of Sea Grape Apartments (the "Development") which will serve extremely low income individuals residing in the City of Marathon, Monroe County, Florida.

6. On November 26, 2007, the Corporation issued its Preliminary Allocation of Housing Credits in the amount of \$700,000.00. A true and correct copy of the Preliminary Allocation Certificate ("Preliminary Allocation Certificate") is attached hereto as Exhibit A.

7. As permitted by Rule 67-48.028, F.A.C., Sea Grape II applied for a carryover of the Housing Credit. The Corporation granted the carryover pursuant to a Carryover Allocation Agreement dated December 17, 2008 entered into between Sea Grape II and the Corporation. A true and correct copy of the Carryover Allocation Agreement is attached hereto as Exhibit B. As a result, the Placed-in-Service Date for the Development is December 31, 2009.

8. Numerous factors that were and are outside Sea Grape II's control have delayed the development process. Notwithstanding such factors, Sea Grape II has been fully and aggressively pursuing review of building plans and issuance of a building permit. Site plan approval was obtained in May, 2008 and a general contractor's agreement for the construction of the Development has been entered into. The Development is "permit ready" and Sea Grape II estimates building permits will be issued in December, 2008.

9. On July 30, 2008, President Bush signed into law, H.R.3221, entitled, "The Housing and Economic Recovery Act of 2008" (the "Act"). One of the myriad of provisions contained in the Act was a provision modifying Section 42(b)(2) of the Internal Revenue Code, as amended (the "Code") which requires the allocating agency (in the instant case, the Corporation) and the taxpayer (in the instant case, Sea Grape II) to use an "applicable percentage" (the percentage utilized to determine, in part, the amount of housing credits ultimately allocated to the Development) equal to either the rate existent at the time the Development is placed in service or the rate existent at the time the Carryover Agreement was entered into. The latter date was elected by the Petitioner resulting in an applicable percentage

of 8.03%. See Taxpayer Election of Applicable Percentage attached hereto as Exhibit C. The provisions of the Act modify Section 42(b)(2) of the Code such that the applicable percentage shall not be less than 9% for projects placed in service after July 30, 2008. The impact of using the higher applicable percentage is that the Development will be able to generate additional Housing Credits (however still within the \$700,000 of annual credits preliminary allocated to it by the Corporation and thus generate equity Sea Grape II needs for purposes of developing the Development. Sea Grape II wishes to have such 9% rate permitted by the Act apply to its Development but has been advised by the Corporation that it cannot make such election without the credit swap herein requested. The tax credit syndicator for this Development, Wachovia Affordable Housing Community Development Corporation and/or affiliates ("Wachovia") will be unable to fund the amount of equity needed for the development of the apartment complex without the certainty of the higher 9% applicable percentage applying thereto.

10. As set forth more fully below, Sea Grape II seeks to return its 2007 Housing Credit Allocation now, rather than wait for the last calendar quarter of 2009, as required under the QAP, and obtain an immediate reservation of 2008 Housing Credit Allocations from the Corporation, instead of an allocation in 2010, the year after the current Placed-in-Service Date.

11. The requested waivers will not adversely affect the Development. A denial of the Petition, however, would (a) result in substantial economic hardship to Sea Grape II; (b) deprive the City of Marathon of essential affordable rental units set aside for low income families; and (c) violate principles of fairness.

12. Rule 67-48.002(88) defines QAP as follows:

"QAP" or "Qualified Allocation Plan" means, with respect to the HC Program, the 2007 Qualified Allocation Plan which is adopted and incorporated herein by reference, effective upon approval by the Governor of the state of Florida, pursuant to Section

42(m)(1)(B) of the IRC and sets forth the selection criteria and the preferences of the Corporation for Developments which will receive Housing Credits.

13. The 2007 QAP provides that Housing Credits may be returned **only** in the last calendar quarter of the year in which a development is required to be placed in service, and an allocation may only be made for the year after the Placed-in-Service Date:

Where a development has not been placed in service by the date required or it is apparent that a development will not be placed in service by the date required [in the instant case, December 31, 2009], such failure is due to circumstances beyond the Applicant's control, and the Applicant **has returned its housing credit allocation in the last calendar quarter of the year** in which it was otherwise required to be placed in service, the Corporation may reserve allocation in an amount not to exceed the amount of credits returned, and may allocate such housing credits to the Applicant **for the year after the year** in which the Development was otherwise required to be placed in service provided [certain] conditions have been met.

2007 QAP at ¶ 11 (emphasis added).

14. The applicable FAC Rules for which waivers are requested are implementing, among other sections of the Florida Housing Finance Corporation Act (the "FHFC Act"),¹ the statute that created the Housing Credits Program. *See* § 420.5099, Fla. Stat. (2003). The FHFC Act designates the Corporation as the State of Florida's housing credit agency within the meaning of Section 42(h)(7)(A) of the Code. As the designated housing credit agency, the Corporation is required to establish procedures for the allocation and distribution of low-income housing tax credits ("Allocation Procedures"). §§ 420.5099(1) and (2), Fla. Stat. Accordingly, the Rules subject to Sea Grape II's waiver requests are implementing, among other sections of

¹ The Florida Housing Finance Corporation Act is set forth in Sections 420.501 through 420.516 of the Florida Statutes, (the "Act"). See also Rule 67-40.020(1), F.A.C.

the FHFC Act, the statutory authorization for the Corporation's establishment of Allocation Procedures for the HC Program. §§ 420.5099(1) and (2), Fla. Stat.

15. The requested waivers will ensure the availability of Housing Credits which might otherwise be lost as a consequence of factors outside Sea Grape II's control.

16. The following facts demonstrate the economic hardship and other circumstances which justify Sea Grape II's request for Rule waivers:

- (a) Sea Grape II timely submitted its 2007 Universal Application for the Corporation's Housing Credits Program.
- (b) Thereafter, the Corporation issued its Preliminary Allocation Certificate.
- (c) The Preliminary Allocation reserved \$700,000.00 for Housing Credits.
- (d) As a result of the Carryover Allocation Agreements, the Development's Placed-Service Date is December 31, 2009.
- (e) Sea Grape II's has continued to proceed with the pre-development process and has met the 10% test under Paragraph 5.b. of the Carryover Agreements.
- (f) A denial of the requested waivers would result in a substantial economic hardship to Sea Grape II. Without a swap of the 2007 Housing Credit Allocation for a 2008 Housing Credit Allocation PNC will be unable to fund a substantial amount of equity which is otherwise willing to fund because of its uncertainty that the Development will have the higher 9% applicable percentage rate apply to it as opposed to the currently applicable rate of 8.03%. This would result in a shortfall of funds which are needed by the Petitioner to develop and construct 28 apartment rental units that are needed for low income tenants in Marathon, Florida.
- (g) The Rule waiver sought herein will allow Sea Grape II to return its 2007 Housing Credit Allocation, without having to wait until the last quarter of 2009, and obtain an immediate allocation of 2008 Housing Credits, in an amount not to exceed the amount of the returned Housing Credit Allocation.

17. As demonstrated above, the requested waivers serve the purposes of Section 420.5099 and the FHFC Act in general, because one of its primary goals is to facilitate the

availability of decent, safe and sanitary housing in the State of Florida to low-income persons and households by ensuring:

The maximum use of available tax credits in order to encourage development of low-income housing in the state, taking into consideration the timeliness of the application, the location of the proposed housing project, the relative need in the area for low-income housing and the availability of such housing, the economic feasibility of the project, and the ability of the applicant to proceed to completion of the project in the calendar year for which the credit is sought.

§ 420.5099(2), Fla. Stat. (2005).

18. Further, by granting the requested waivers, the Corporation would recognize principles of fundamental fairness in the development of affordable rental housing. This recognition would promote participation by experienced developer entities, such as Sea Grape II, in meeting the purposes of the FHFC Act, regardless of the possible delay factors outside Sea Grape II's control.

19. The requested waivers will not adversely impact the Development or the Corporation.

20. The waivers being sought are permanent in nature.

Should the Corporation require additional information, Sea Grape II is available to answer questions and to provide all information necessary for consideration of its Petition for Waiver of the Qualified Allocation Plan's Requirement for Returning Housing Credit Allocations, and for an Immediate Allocation of 2008 Housing Credits.

WHEREFORE, Petitioner respectfully requests that the Corporation:

- A. Grant the Petition and all the relief requested therein;
- B. Waive the 2007 Qualified Allocation Plan's prohibition from returning Housing Credit Allocations prior to the last quarter of 2009;

- C. Allow the immediate return of the Sea Grape II 2007 Housing Credit Allocation;
- D. Waive the 2007 Qualified Allocation Plan's requirement that a Housing Credit Allocation cannot be reserved until the year after the Development's Placed-in-Service Date;
- E. Immediately allocate 2008 Housing Credits to Sea Grape II, in an amount not to exceed the amount of its 2007 Housing Credit Allocation (including the 2008 Binding Commitment of housing credits); and
- F. Award such further relief as may be deemed appropriate.

Respectfully submitted,

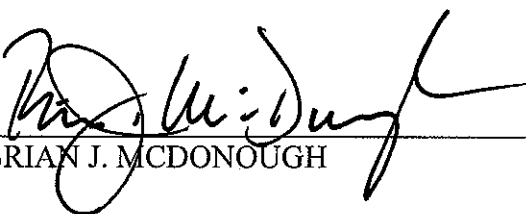
STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
Counsel for Sea Grape II, Ltd.
150 West Flagler Street, Suite 2200
Miami, Florida 33131
Tel: 305-789-3350
Fax: 305-789-3395
E-mail: bmcdonough@swwmwas.com

By: _____


BRIAN J. MCDONOUGH

CERTIFICATE OF SERVICE

The Original Petition is being served by facsimile and overnight delivery for filing with the Corporation Clerk of the Florida Housing Finance Corporation, 227 North Bronough Street, City Centre Building, Room 5000, Tallahassee, Florida 32301, with copies served by overnight delivery on the Joint Administrative Procedures Committee, Room 120, Holland Building, Tallahassee, Florida 32399-1300 this 11th day of November, 2008.


BRIAN J. MCDONOUGH

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EXHIBIT A

PRELIMINARY ALLOCATION CERTIFICATE

we make housing affordable

PRELIMINARY ALLOCATION CERTIFICATE
HOUSING CREDIT PROGRAM

The Florida Housing Finance Corporation ("Florida Housing") grants to

Sea Grape II, Ltd. ("Applicant")

for

Sea Grape II (the "Development")

Monroe County, Florida
Application # 2007-126CS

Preliminary Allocation of Housing Credits reserved in the amount of

\$700,000.00

November 26, 2007

1. **Authority.** This Preliminary Allocation is granted by Florida Housing under the Housing Credit Program as authorized by Section 420.507(12), Florida Statutes, and Section 42 of the Internal Revenue Code of 1986, as amended, ("IRC"), and as administered pursuant to Program guidelines outlined in Rule 67-48, Florida Administrative Code. Under such guidelines, Florida Housing may allocate housing credits only in an amount necessary to ensure the financial feasibility of the Development and its viability as a low-income rental housing project.
2. **Effect.** This Certificate represents a preliminary determination only and is not binding on either Florida Housing or the Applicant. Subject to the preceding sentence, this Certificate inures to the benefit of the Applicant named above and its grantees, transferees, and other successors in interest to the maximum extent allowed under IRC Section 42.
3. **Duration.** The Preliminary Allocation will be valid until December 31, 2007.


Charlie Crist, Governor

Board of Directors: Lynn M. Stultz, Chairman • David E. Oellerich, Vice-Chairman • Thomas G. Pelham, Ex Officio
James F. Banks, Jr. • Cesar E. Calvet • J. Luis Rodriguez • Zully Ruiz • Sandra Terry • Vicki Vargo

Stephen P. Auger, Executive Director

4. Contingencies. The Preliminary Allocation is contingent upon:
- a. The Applicant shall comply with all of the pertinent requirements of IRC Section 42 and the Treasury Regulations issued thereunder and the requirements of the State of Florida as set forth in Chapter 67-48, Florida Administrative Code.
 - b. A non-refundable administrative fee of \$56,000.00, which is based on 8% of the allocation amount (\$700,000.00) and a one time non-refundable compliance payment of \$1,908.00 in accordance with Rule 67-48 is payable by the Applicant to Florida Housing no later than December 10, 2007. Checks should be made payable to the Florida Housing Finance Corporation, and should be mailed to:

Florida Housing Finance Corporation
ATTN: Housing Credit Program
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
 - c. Approval by Florida Housing of a positive credit underwriting recommendation that housing credits be allocated to this Development.
 - d. The receipt of an eligible market analysis for the property.
 - e. Verification from the Applicant and the Credit Underwriter that all contingency items as stated in the credit underwriting report and below have been met no later than nine (9) months from the date of execution of the Carryover Allocation Agreement.
 - f. Such other reasonable requests as made by Florida Housing during this time frame.
5. Final Determination. Florida Housing is required to make further tax credit determinations, with the final determination to be made at the time the Development is "placed in service" pursuant to IRC Section 42(m)(2)(C).
6. Carryover Allocation. A project may qualify for a carryover of the housing credit allocation if the guidelines set forth in Rule 67-48.028, Florida Administrative Code, are met.



Deborah Dozier-Blinderman
Deputy Development Officer

Dated this 26 day of November, 2007

EXHIBIT B

**FLORIDA HOUSING FINANCE CORPORATION
2007 CARRYOVER ALLOCATION AGREEMENT**

**FLORIDA HOUSING FINANCE CORPORATION
2007 CARRYOVER ALLOCATION AGREEMENT**

This 2007 Carryover Allocation Agreement (Agreement) by and between Florida Housing Finance Corporation (Florida Housing) and Sea Grape II, Ltd. (Owner) constitutes an allocation of the 2007 Housing Credit dollar amount meeting the requirements of Section 42(h)(1)(E) and (F) of the Internal Revenue Code of 1986 as amended (Code). Unless otherwise specifically provided, this Agreement and the terms used herein shall be interpreted in a manner consistent with the requirements of Section 42 of the Code.

In consideration of the conditions and obligations stated in this Agreement, Florida Housing and the Owner understand and agree as follows:

1. Florida Housing has reviewed the 2007 Application filed by the Owner of Sea Grape II (Development). Based on the evaluation of the Development identified in the 2007 Application, and the credit underwriting analysis, Florida Housing and the Owner incorporate, by reference, the 2007 Application into this Agreement.
2. The Owner acknowledges that all the terms, conditions, obligations, and deadlines set forth in this Agreement and the attached Exhibits, together with those that are incorporated by reference, constitute material and necessary conditions of this Agreement, and that the Owner's failure to comply with any of such terms and conditions shall entitle Florida Housing, at its sole discretion, to deem the credit allocation to be canceled by mutual consent of the parties. After any such cancellation, the Owner acknowledges that neither it, nor its successors in interest to the Development, shall have any right to claim Housing Credits pursuant to this allocation. Florida Housing reserves the right, at its sole discretion, to modify and/or waive any such failed condition precedent.
3. This 2007 Housing Credit allocation is not to exceed an annual amount of \$700,000.00 for the Development.

If the Development consists of more than one building, this Agreement constitutes an allocation of credit on a project basis to the Development in accordance with Section 42(h)(1)(F) of the Code. The "per building" Housing Credit amounts specified in **Exhibit A** are solely for purposes of determining the total housing credit allocation for the Development and do not constitute specific allocations made on a building by building basis.

This allocation is expressly conditioned upon satisfaction of the requirements of Section 42(h)(1)(E) of the Code and upon the terms and conditions of this Agreement.

4. The Owner certifies it is the legal owner of the Development and that the following information is true, accurate, and complete:
- a. Owner Name: Sea Grape II, Ltd.
 - b. Taxpayer Federal ID#: 20-5214086
 - c. Owner Address: 2950 SW 27th Avenue
Suite 200
Miami, FL 33133
 - d. Development Name: Sea Grape II
 - e. Development Address: 800 ft. south of Overseas Hwy
between 70th St. Ocean and
72nd St. Ocean
Marathon, FL 33050
 - f. Florida Housing Development Number: 2007-126CS
 - g. Total Number of Units in Development: 28
(Includes market rate units, set-aside units, and full-time employee units.)
 - h. Total Number of Buildings: 1
 - i. Total Number of Qualified Residential Buildings: 1
(as defined at Section 42(h)(1)(E)(ii) of the Code)
 - j. Type of Construction: New Construction
 - k. Demographic/Designation: Family/Florida Keys
Small County
 - l. Anticipated Placed in Service Date: 12/31/2009
of the last constructed/rehabilitated building (Month, Day and Year)
 - m. Minimum Set-Aside: 40% of units at
60% of area median income
 - n. Total Set-Aside: 20% of the residential units at 30% of area median income
80% of the residential units at 60% of area median income
 - o. Extended Use Period: The Owner has irrevocably waived the "option to convert" to market rents after year 14 and FURTHER COMMITS to an additional compliance period of 15 years (fifteen years plus 15 additional years totaling 30

years).

- p. Development Features and Amenities: The Development will be constructed or rehabilitated in accordance with the 2007 Application and shall provide at a minimum the Features, Amenities and Programs described in **Exhibit B**.
5. a. Site Control:
- (i) The Owner shall demonstrate to Florida Housing that it has satisfied the requirement of site control by including a copy of the recorded deed and closing statements, or a copy of the executed long term lease agreement, together with such other evidence or documentation that Florida Housing shall deem necessary. These documents are to be incorporated into the Agreement as an attachment to the Development's Legal Description, **Exhibit C**.

In addition, the Applicant will submit a signed affidavit with the site control documents stating that the development site and tie-breaker measurement point remain the same as stated in the Applicant's Application. If the development site has changed, the Applicant must notify FHFC Housing Credit staff of the change in writing by the end of the week following the Site Control Election requirement. The notice of change must explain the reason for the change and must be accompanied by an affidavit from a Florida licensed surveyor certifying that the tie-breaker measurement point has not moved and that the change in the development site has not affected any zoning requirements. If the tie-breaker measurement point has moved from the location provided in the Application, the change in location cannot affect the Applicant's score and the Applicant must provide a new surveyor certification form. FHFC staff shall review the documents and determine if any further action is necessary.

- (ii) To meet the Site Control requirement, the Owner certifies to Florida Housing that it owns the land on which the Development is to be built, or that the Owner is the Lessee under a lease of the land on which the Development is to be built and which has a term that does not expire prior to the expiration of the Extended Use Period.

Site Control Election:

Owner shall initial only one of the following:

I elect to meet the Site Control requirement,

upon the initial submission of this Agreement

or

within six months of the execution of this Agreement



In choosing the six month election, the Owner agrees to provide evidence of meeting the requirement as a supplemental to the original Carryover Allocation Agreement without amending the original document.

b. **Cost Basis and Certification:**

The Owner certifies that it shall incur at least 10 percent of the reasonably expected basis (10% test) of the Development no later than six months from the date of this Agreement. The Owner shall indicate below whether it chooses to provide evidence that the 10 % test has been met upon the initial submission of this Agreement or within six months of this Agreement's execution.

The Owner represents that its reasonably expected basis in the development (land and depreciable basis) as of December 31, 2009 is \$ 9076872⁰⁰, such that for purposes of the 10% test, it must have a basis in the Development (land and depreciable basis) of at least \$ 907,687⁰⁰ by no later than six months from the date of this Agreement.

Cost Basis and Certification Election:

Owner shall initial only one of the following:

I elect to meet the 10% test requirement,

_____ upon the initial submission of this Agreement

or



_____ within six months of the execution of this Agreement

In choosing the six month election, the Owner agrees to provide an updated Exhibit D as evidence of meeting the 10% requirement. This will be a supplement to the original Carryover Allocation Agreement without amending the original document.

The Owner shall submit the properly completed and executed **Exhibit D** as evidence that it has or has not met the 10% test requirement.

Florida Housing's acceptance of any certification with respect to meeting the 10% test requirement, does not constitute a representation as to the satisfaction of the requirements under Section 42(h)(1)(E) of the Code as binding on the part of the Internal Revenue Service.

6. The Owner acknowledges that all qualified buildings within the Development shall be placed in service on or before December 31, 2009. The final tax credit determination by Florida Housing cannot be made until such time as all buildings are placed in-service and the required Final Cost Certification has been submitted and approved by Florida Housing. Florida Housing shall not issue any partial final allocations.

7. The Owner acknowledges and agrees to submit to Florida Housing, in accordance with Rule Chapter 67-48, Florida Administrative Code: (i) written progress reports evidencing the progress of the Development at least once each calendar quarter, and (ii) the completed and required Final Cost Certification documents by the date that is 75 calendar days after all the buildings in the Development have been placed in service.

In the event the Owner fails to comply with the above requirements or fails to commence construction within nine months from the effective date of this agreement, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code. Florida Housing, in its sole and absolute discretion, may extend the time for compliance with these requirements upon receipt of a written request from the Owner and if Florida Housing determines that the Owner is making a diligent effort to comply.

8. Pursuant to Rule Chapter 67-53, the Owner shall coordinate with the Development's assigned servicer, AmeriNational Community Services, Inc., to have at least four on-site construction inspections at the Owner's expense. The Owner shall insure that these inspections are conducted at different intervals during the construction period with one of the inspections conducted prior to the Development being 15% complete and one inspection conducted at construction completion.
9. The Owner acknowledges and agrees that Florida Housing shall further evaluate the Development, pursuant to Section 42(m)(2) of the Code for a final housing credit allocation determination upon Final Cost Certification, when all buildings in the Development are placed in service.

The Owner further acknowledges and agrees that, if the carryover housing credit allocation dollar amount, set forth in paragraph 3 of this Agreement, exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing pursuant to Section 42(h)(3)(C) of the Code for reallocation to other developments.

10. Upon the Owner's written notification to Florida Housing that the last building in the Development is placed in service, Florida Housing's receipt of evidence that all contingency items identified in **Exhibit E** of the Agreement have been satisfied, and acceptance by Florida Housing of the Final Cost Certification documents which include but are not limited to:

- the Final Cost Certification
- the monitoring fee
- copies of Certificates of Occupancy
- a copy of the Syndication Agreement
- an Independent Auditor's Report prepared by an independent Certified Public

Accountant

- photographs of the completed property
- the original, executed Extended Low-Income Housing Agreement in accordance with the deadlines imposed above

Florida Housing shall issue an Internal Revenue Service Form 8609 for each building, in accordance with the applicable federal law governing Housing Credit allocation under Section 42 of the Code and Florida Housing program rules. The Extended Low-Income Housing Agreement, with respect to the Development, shall, incorporate the terms, conditions, and obligations undertaken by the Owner pursuant to paragraph 4 of this Agreement.

11. This Agreement does not in any way constitute a representation, warranty, guaranty, advice, or suggestion by Florida Housing as to the qualification of the Development for Housing Credits, or the financial feasibility, or viability of the Development. The Agreement shall not be relied on as such by any owner, developer, investor, tenant, lender or other person or entity for any reason.

If and to the extent that the allocation made pursuant to this Agreement is determined to be invalid, due to an error made by Florida Housing in determining its Housing Credit dollar amount for calendar year 2007, this Agreement shall be deemed to constitute a binding commitment on behalf of Florida Housing to allocate an equal amount of Housing Credits from its future Housing Credit Allocation Authority to the extent allowed by Section 42 of the Code. Such binding commitment shall, in all respects, be subject to the terms and conditions of this Agreement.

12. The Owner acknowledges and agrees to notify Florida Housing, in writing, in the event of a sale, transfer, or change in ownership of the Development in accordance with Rule Chapter 67-48, Florida Administrative Code.
13. Amendments to this document may be made by Florida Housing only upon written request from the Owner and as Florida Housing deems necessary.
14. The date of this Agreement is the date it is executed on behalf of Florida Housing as shown on the execution page hereto.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

--OWNER--

Acknowledged, agreed and accepted:

Owner: Sea Grape II, Ltd.

By: [Signature]
Signature

Matthew Greer
Typed or Printed Name

Title: Manager of the GP

Address: 2950 SW 27th Ave, Suite 200
Miami, FL 33133

Date: 11/28/07

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 28 day of November,
2007, by Matthew S. Greer as Manager for
(Name) (Type of Authority)
Sea Grape II, Ltd.
(Name of party on behalf of whom instrument was executed)

Personally Known or Produced Identification _____

[Signature]
Notary Public, State of Florida
MARLENE CASAR SANCHEZ
Comm# DD0889789
Expires 10/19/2011
Florida Notary Assn., Inc

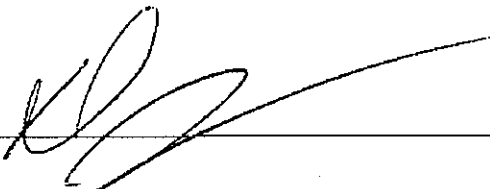
Print, Type or Stamp Name

Date Commission Expires

--FLORIDA HOUSING--

FLORIDA HOUSING FINANCE CORPORATION
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

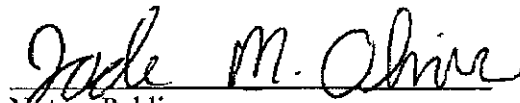
By its execution of this Agreement, and based on the foregoing representations and obligations, Florida Housing issues to the Owner a Carryover Allocation of 2007 housing credits pursuant to Section 42(h)(1)(E) and (F) of the Internal Revenue Code, as amended, subject to the conditions elsewhere in this Agreement. FLORIDA HOUSING HAS RELIED UPON INFORMATION SUBMITTED TO IT BY THE DEVELOPMENT OWNER IN ISSUING THIS CARRYOVER ALLOCATION. FLORIDA HOUSING MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE OWNER IS ELIGIBLE TO RECEIVE THE CREDIT STATED HEREIN. THE INTERNAL REVENUE SERVICE DETERMINES TAXPAYER ELIGIBILITY.

 _____ Date: 12/17/07

Florida Housing Tax Identification Number: 59-3451366

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17 day of December, 2007 by Deborah Dozier Blinderman as Deputy Development Officer of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation, the successor in interest to the Florida Housing Finance Agency, on behalf of said Corporation. She is personally known to me.



Notary Public

Print or Stamp Name

Date Commission Expires



JADE M. OLIVER
Commission DD 621850
Expires December 12, 2010
Bonded thru Troy Fair Insurance 807-366-7019

EXHIBIT "B"
(SEA GRAPE II/2007-126CS
DESCRIPTION OF FEATURES AND AMENITIES

A. The Development will consist of:

28 Mid-Rise with elevator Apartment units located in 1 residential building.

Unit Mix:

Eighteen (18) two bedroom/two bath units containing a minimum of 800 sq. ft of heated and cooled living area

Ten (10) three bedroom/two bath units containing a minimum of 975 sq. ft of heated and cooled living area

28 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, Federal Fair Housing Act and Americans with Disabilities Act ("ADA"), as applicable.

B. Each unit will be fully equipped with the following:

1. Air conditioning in all units (window units are not allowed; however, through-wall units are permissible for rehabilitation).
2. Window treatments for each window inside each unit.
3. Termite prevention and pest control throughout the entire affordability period.
4. Peephole on all exterior doors.
5. Exterior lighting in open and common areas.
6. Cable or satellite TV hook-up in all units.
7. Range, oven and refrigerator in all units.
8. At least two full bathrooms in all 3 bedroom or larger new construction units.

EXHIBIT "B"
(SEA GRAPE II/2007-126CS
DESCRIPTION OF FEATURES AND AMENITIES)

9. Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units.
- C.** The Applicant has committed to provide the following features in each new construction unit:
1. Ceramic tile bathroom floors in all units
 2. At least 1.5 bathrooms (one full bath and one with at least a toilet and sink) in all 2 bedroom new construction units.
 3. Dishwasher in all new construction units
- D.** The Applicant has committed to the following amenities in the Development:
1. Playground/tot lot, accessible to children with disabilities (must be sized in proportion to Development's size and expected resident population with age-appropriate equipment)
 2. Car care area (for car cleaning/washing)
 3. Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least three permanent picnic tables with benches and an adjoining permanent outdoor grill
 4. Laundry hook-ups and space for full-size washer and dryer inside each unit
 5. Laundry facilities with full-size washers and dryers available in at least one common on site
- E.** The Applicant has committed to provide the following energy conservation features for all buildings in the Development:
1. Electric water heater with energy factor of .93 or better
 2. All windows single-pane with shading coefficient of .67 or better
 3. Ceiling fans in all bedrooms and living area in each unit
- F.** The Applicant has committed to provide the following Resident Programs:
1. Welfare to Work or Self-Sufficiency Type Programs - The Applicant commits to actively seek residents who are participating in or who have successfully

EXHIBIT "B"
(SEA GRAPE II/2007-126CS
DESCRIPTION OF FEATURES AND AMENITIES

completed the training provided by these types of programs.

2. Homeownership Opportunity Program

Financial Assistance with Purchase of a Home: Applicant commits to provide a financial incentive for the purchase of a home which includes the following provisions:

- the incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest;
 - the incentive must not be less than five percent (5%) of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);
 - the benefit must be in the form of a gift or grant and may not be a loan of any nature;
 - the benefits of the incentive must accrue from the beginning of occupancy;
 - the vesting period can be no longer than 2 years of continuous residency; and
 - no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program.
3. First Time Homebuyer Seminars – Applicant or its Management Agent must arrange for and provide, at no cost to the resident, in conjunction with local realtors or lending institutions, semiannual on-site seminars for residents interested in becoming homeowners.
4. Literacy Training - Applicant or its Management agent 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.
5. Health Care – At least quarterly visits by health care professionals such as nurses, doctors, or other licensed care providers. At a minimum, the following services must be provided: health screening, flu shots, vision and hearing tests. Regularly scheduled is defined as not less often than once each quarter. On-site space must be provided. Service must be provided at no cost to the residents, with the exception that the residents may be charged for medications.
6. Resident Activities – These specified activities are planned, arranged, provided and paid for by the Applicant or its Management Agent. 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

EXHIBIT "B"
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providing activities such as holiday and special occasion parties, community picnics, newsletters, children's special functions, etc.


7. Health and Nutrition Classes -- At least 8 hours per year, provided on site at no cost to residents.
8. Life Safety Training - The Applicant or its Management Agent must provide courses such as fire safety, first aid (including CPR), etc., on-site, at least twice each year, at no cost to the resident.

**EXHIBIT C
LEGAL DESCRIPTION**

(Please attach a legal description of the property)

Development Name: Sea Grape II

Development Number: 2007-126CS

Exhibit 

LEGAL DESCRIPTION

A parcel of land in Section 11, Township 66 South, Range 32 East, Key Vaca, Monroe County, Florida, more particularly described as follows:

Begin at the intersection of the East line of said Section 11 and the Southeasterly right of way line of U.S. Highway 1; thence South along the said East line of Section 11 for 859.00 feet to the Point of Beginning; thence continue South for 280.00 feet; thence West for 231.55 feet; thence North for 304.61 feet; thence East for 140.00 feet; thence South for 24.61 feet; thence east for 91.55 feet to the Point of Beginning;

Containing 68,279 square feet or 1.57 acres, more or less

EXHIBIT D, Page 1

COST BASIS DOCUMENT

DEVELOPMENT NAME: Sea Grape II
 FILE NUMBER: 2007-126CS

(TO BE COMPLETED BY THE OWNER'S CPA OR ATTORNEY)	TOTAL ESTIMATED DEVELOPMENT COST	REASONABLY EXPECTED BASIS	CURRENT BASIS
SOURCES			
Investor's Capital Contribution (Syndication Proceeds)	6,155,000.00		
First Mortgage	700,000.00		
Second Mortgage	2,215,000.00		
Grants			
Owner's Contribution			
Other	530,176.00		
Total Sources:	✓ 9,600,176.00		
USES			
Building or Land Acquisition			
Land	350,000.00	350,000.00	0.00
Building			
Legal - Acquisition			
Building Rehab. or New Constr.			
Hard Costs	6,249,263.00	6,249,263.00	0.00
Construction Period Interest	122,578.00	122,578.00	
Demolition			
Site Work			
Legal	140,000.00	131,750.00	
Accounting	25,000.00	25,000.00	
Architectural & Engineering	250,000.00	250,000.00	5,644.00
Surveying	25,000.00	25,000.00	1,400.00
Environmental	5,000.00	5,000.00	
Appraisal	16,000.00	16,000.00	2,000.00
Tax Credit Fees	127,334.00	0.00	0.00
Development Fee	1,274,919.00	1,274,919.00	254,983.80
Syndication Expenses			
Construction Loan Fees	20,700.00	20,700.00	
Other	894,382.00	606,662.00	1,414.00
TAXES & INSURANCE	100,000.00		
Total Uses:	✓ 9,600,176.00	✓ 9,076,872.00	✓ 265,441.80

SUMMARY	
Current Basis:	265,441.80
Reasonably Expected Basis:	9,076,872.00
Percentage Complete:	2.92%
Date:	

[Signature]
 CPA/ATTORNEY SIGNATURE
 11-30-07 305-476-8118
 DATE TELEPHONE

This form may be signed by the Applicant or designee if submitting as evidence of NOT meeting the 10% test.
 * These figures are estimates for computation purposes only. For purposes of the Carryover Allocation Agreement, "reasonably expected basis" pursuant to Section 42(h)(1)(E)(ii) need not be the same as eligible basis and is computed for an entire project, rather than building-by-building.

EXHIBIT D, Page 2
COST BASIS CERTIFICATION

I certify that I have examined all eligible costs incurred, as listed on the Cost Basis Document, with respect to Sea Grape II. Based on this examination, it is my belief that Sea Grape II, Ltd. has incurred more than 10 percent of its reasonably expected basis in Sea Grape II pursuant to Section 42(h)(1)(E)(ii) of the Internal Revenue Code.

Signature Date

Print or Type Name of Certified Public Accountant or Attorney

Address

Telephone Number

EXHIBIT E
CONDITIONS

Development Name: Sea Grape II

Development Number: 2007-126CS

1. Approval by Florida Housing of a positive credit underwriting recommendation that housing credits be allocated to this Development.

2. Verification from the Applicant and the Credit Underwriter that all contingency items as stated in the credit underwriting report have been met no later than nine (9) months from the date of execution of the Carryover Allocation Agreement.

EXHIBIT F

EXPLANATION OF CHANGES

DEVELOPMENT NAME: Sea Grape II
FILE NUMBER: 2007-126CS

If there are any changes in the project information from that submitted with the application, provide a detailed explanation/justification for the changes. These changes **MUST** be reviewed and approved by Florida Housing prior to execution of this Agreement.

Check those items that have changed and explain changes in the spaces provided below. Attach supporting documentation as needed.

<input type="checkbox"/>	Taxpayer Federal Identification Number
<input type="checkbox"/>	Project Address
<input type="checkbox"/>	Number of Units
<input type="checkbox"/>	Number of Buildings
<input type="checkbox"/>	Set-Aside Elections
<input type="checkbox"/>	Extended Use Period
<input type="checkbox"/>	Project Amenities
<input type="checkbox"/>	Tenant Programs
<input type="checkbox"/>	Other: _____

Explanation of Changes:

we make housing affordable

GROSS RENT FLOOR ELECTION

In accordance with Revenue Procedure 94-57, the Internal Revenue Service will treat the Gross Rent Floor in Section 42(g)(2)(A) as taking effect on the date the Corporation initially allocates* housing credits to the building. However, the IRS will treat the Gross Rent Floor as taking effect on the building's placed-in-service date **IF** the owner designates that date instead and so informs the Corporation prior to the placed-in-service date of the building.


THIS IS A ONE-TIME ONLY, IRREVOCABLE ELECTION.

The undersigned owner hereby makes the following election with respect to the Gross Rent Floor Effective Date for each building in the project designated below:

On date of initial allocation (or determination)

On placed-in-service date

* If the proposed project is tax-exempt bond financed (as defined by the IRC), the IRS will treat the gross rent floor as taking effect on the date the Corporation initially issues a determination letter unless the owner designates that the placed-in-service date should be used.

 11/28/07 Sea Grape II
 Owner Signature Date Project Name

Matthew Greer 2007-126CS
 Owner Name (Print or Type) Project Number

THIS ELECTION MUST BE RECEIVED BY THE CORPORATION PRIOR TO THE PLACED-IN-SERVICE DATE OF ANY BUILDING IN THE PROJECT.

RECEIVED BY THE FLORIDA HOUSING FINANCE CORPORATION
 (Date Stamp):

RECEIVED BY THE FLORIDA HOUSING FINANCE CORPORATION
 NOV 27 PM 1:49

EXHIBIT C

TAXPAYER ELECTION OF APPLICABLE PERCENTAGE

G:\W-BJM\34756\201\Petition - TC SWAP.DOC



227 North Bronough Street, Suite 5000 • Tallahassee, Florida 32311
850 488 4197 • Fax 850 488 9809 • www.floridahousing.org

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TAXPAYER ELECTION OF APPLICABLE PERCENTAGE

Pursuant to Section 42(b)(2)(A)(ii) of the Internal Revenue Code (the "Code"), Sea Grape II, Ltd. (the "Owner") and the Florida Housing Finance Corporation ("Florida Housing") hereby enter into an agreement as to the housing credit amount allocated to Sea Grape II (the "Project"). This agreement represents an **irrevocable** election by the Owner to accept the credit rate chosen below and is dependent upon the issuance of a binding commitment for the allocation of housing credits from Florida Housing. The requirements of this action are set forth in Section 42(b)(A)(ii) of the Code and are not those of Florida Housing or the State of Florida.

CHOOSE EITHER OF THE FOLLOWING:

If this box is checked, the Owner hereby **irrevocably** elects, pursuant to Section 42(b)(2)(A)(ii) of the Code, to fix the applicable credit percentage(s) for each building in the development as the percentage(s) prescribed by the Secretary of the Treasury for the month of December, 2007, which is the month of the Carryover Allocation Agreement. Florida Housing and the Owner acknowledge that this agreement constitutes an agreement binding upon Florida Housing, the Owner and all successors in interest to the Owner as owners of the Development as the allocation of 2007 Housing Credit authority to the building(s) in the Development, subject to compliance by the Owner with the requirements of Section 42 of the Code and the additional requirements, if any, of Florida Housing.

The undersigned hereby elects to accept the credit rate of 8.03% (70% present value credit) or 3.44% (30% present value credit) applicable only to the below identified development and building(s), as set forth in the Carryover Allocation Agreement dated as of December 17, 2007.

-OR-

If this box is checked, the Owner makes no election pursuant to Section 42(b)(2)(A)(ii) of the Code, and accordingly, the applicable percentage for a building shall be that for the month in which the particular building is placed in service.

Charlie Crist, Governor

Board of Directors: Lynn M. Shultz, Chairman • David E. O'Leary, Vice Chairman • Tom Pelham, Ex Officio
James F. Banks, Jr. • Cesar F. Calvet • J. Luis Rodriguez • Zully Ruiz • Sandra Terry • Vicki Vargo

Stephen P. Auger, Executive Director

TAXPAYER ELECTION OF APPLICABLE PERCENTAGE

Page 2 of 2

BY: [Signature] 01/02/08
Signature of Owner Date

Matthew S. Greer
Name (Type or Print)

Manager of the GP
Title

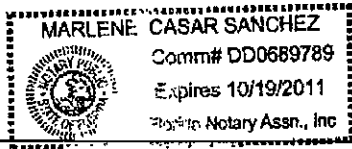
Sea Grape II / 2007-126CS
Development Name/Number

New Construction
Type of Building(s) (New Construction, Rehabilitation or Acquisition)

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 2 day of January, 2008
by Matthew S. Greer who is personally known to me or who
has produced _____ as identification.

[Signature]
Signature of Notary Public



Printed or Stamped Name and Expiration Date

Received and Accepted: [Signature] Date: 1/4/08
Deborah Dozier-Blinderman
Deputy Development Officer
Florida Housing Finance Corporation