

STATE OF FLORIDA  
Florida Housing Finance Corporation

ARC of Martin County, Inc.,  
a corporation organized  
under the laws of Florida,  
Petitioner,

vs.

Application Number 2014-150G

STATE OF FLORIDA  
Florida Housing Finance Corporation  
Respondent.

December 16, 2013

PETITION

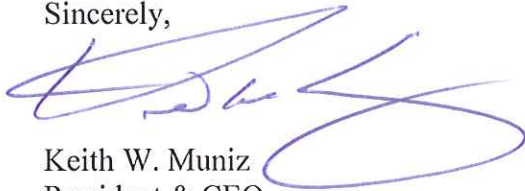
ARC of Martin County, Inc., a corporation organized under the laws of Florida, brings this petition against State of Florida Department of Florida Housing Finance Corporation and alleges:

1. This is a bid protest under Section 120.57(3), Florida Statutes.
2. Respondent issued an Request for Application (RFA) entitled **Request For Applications 2013-005 - Financing To Build Or Rehabilitate Smaller Permanent Supportive Housing Properties For Persons With Developmental Disabilities.**
3. Petitioner submitted an application in response to RFA 2013-005 titled Ashley Oaks and coded as Application Number 2014-150G, but Respondent rejected its application for the stated reason that the application was ineligible because the application titled Ashley Oaks did not have site control as evidenced by purchase contract submitted in grant showed an expiration date of December 6, 2013.
4. The stated reason for rejection is erroneous because the ARC of Martin County never lost site control. A new purchase contract was developed and instituted prior to expiration of the original contract. New contract provides extension clauses to the closing date until grant is awarded and underwriting process is completed.
5. The ARC of Martin County application titled Ashley Oaks had the highest rated score at 47 points, yet their application was ruled ineligible.
6. The facts that are in dispute between Petitioner and Respondent are:
  - a. Respondent believes that the Petitioner lost site control because the original purchase contract submitted with the RFA 2013-005 expired on December 6, 2013.
  - b. Petitioner knew that contract would have to be renewed and extended each month until the underwriting process was complete and therefore, initiated a new contract prior to the old contract expiring giving Petitioner continuous site control of the proposed development until grant award announcement and underwriting period would be complete.
  - c. Petitioner was unable to submit new contract revisions because Petitioner was barred from contacting Respondent until the end of the black out period, which ended Friday December 13, 2013.

- d. Petitioner's development project application had the highest score of all applicants and believes their application should be eligible for full funding requested by Petitioner.
7. A copy of the bid tabulation is attached.
  8. The ARC of Martin County was depending on this grant award to fulfill an immediate need for six new residents with developmental disabilities to move out into the community to begin a life of greater opportunities for independence and achievement. The ARC has secured \$100,000 in contributions to assist with the start-up of the new community based home and without this grant award these contributions will likely be at risk of being returned to the contributors.
  8. The ARC of Martin County whose address is 2001 South Kanner Highway, Stuart, Florida 34994. Their phone number is 772-283-2525, files this protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C.

Petitioner respectfully requests a hearing involving disputed issues of material fact and an order awarding the Application Number 2014-150G to Petitioner.

Sincerely,



Keith W. Muniz  
President & CEO

- Attachments:
1. Scoring Sheet for Application Number 2014-152G conducted by Elizabeth Thorp.
  2. Revised Purchase Contract for Ashley Oaks Property.
  3. Scoring Sheets for RFA 2013-005 Financing to Build or Rehabilitate Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities.



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**VIA: FACSIMILE (850) 488-9809 AND**

**EMAIL: [Ken.Reecy@floridahousing.org](mailto:Ken.Reecy@floridahousing.org)**

**December 16, 2013**

**Mr. Ken Reecy  
Director of Multifamily Programs Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, FL 32301**

**Re: RFA 2013-005 Financing to Build or Rehabilitate Smaller Permanent Supportive Housing Properties for Persons with developmental Disabilities (Application Number 2014-152G)**

**Dear Mr. Reecy:**

**The ARC of Martin County wishes to protest the specifications of RFA 2013-005. Please find attached documents pertaining to our appeal and supporting documents explaining our cause.**

**The ARC of Martin County files this protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C.**

**Thank you for your attention to this matter.**

**Sincerely,**

**Keith W. Muniz  
President & CEO**



Financing to Build or Rehabilitate Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

12/10/13

Application Number	Development Name	Applicant Name	Evidence Provided	Meets all Requirements?	Comments
2014-139G	Neff Lake Estate Renovation of the 12th Road Home at the Arc of Alachua County	The Arc Nature Coast, Inc.	Deed	Yes	
2014-140G	Anclote Group Home	The Arc of Alachua County, Inc.	Deed	Yes	
2014-141G	Peoria Project	UPARC, Inc.	Deed	Yes	
2014-142G	Country Walk	BASCA, Inc.	Deed	Yes	
2014-143G	Cowrie Rehab	Citrus County Association for Retarded Citizens, Inc.	Deed (x3)	Yes	
2014-144G	Arc Gateway Peacock Home	Horizons of Okaloosa County	Deed	Yes	
2014-145G	Sterling Oaks Group Home	Arc Gateway, Inc.	contract	Yes	
2014-146G	Hardy House	Central Florida Group Homes, LLC	Deed and lease	Yes	
2014-147G	Highland Terrace Group Home	The Arc of Bradford County, Inc.	Deed	Yes	
2014-148G	Marymac Group Home	Central Florida Group Homes, LLC	Deed and lease	Yes	
2014-149G	Ashley Oaks	The Arc of North Florida, Inc.	deed x3	Yes	
2014-150G	Glyn Street Group Home Renovation	ARC of Martin County, Inc.	contract	No	closing 12/6/13; the closing date expires prior to a date that is 6 months after Application deadline
2014-151G	Pacetti Group Home	Central Florida Group Homes, LLC	Deed and lease	Yes	
2014-152G	Flora Community Residential	Central Florida Communities, Inc.	contract	No	closing 1/8/14; the closing date expires prior to a date that is 6 months after Application deadline
2014-153G	Human Development Center	The Arc of St. Johns, Inc.	lease	No	Ex. A (legal description) as referenced in the lease was not attached to the lease

*Elysebeth Jnsf*

Financing to Build or Rehabilitate Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

Application Number	Development Name	Applicant Name	Evidence Provided	Meets all Requirements?	Comments
2014-154G	California Avenue CRH Renovation	ARC of Martin County, Inc.	deed	yes	
2014-287G	Menendez Residential Facility	The ARC of St. Lucie County, Inc.	deed	yes	

*Erinbeth May*



**"AS IS" Residential Contract for Sale and Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1 **PARTIES:** A to Z Properties, Inc. ("Seller"),  
2 and The ARC of Marlin County ("Buyer"),  
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and  
5 any riders and addenda ("Contract");

6 **1. PROPERTY DESCRIPTION:**

7 (a) Street address, city, zip: 406 SE Ashley Oaks Way, Stuart, FL 34997  
8 (b) Property is located in: Marlin County, Florida. Real Property Tax ID No: 04-39-41-006-000-00780-4  
9 (c) Real Property: The Legal description is SOUTH FORK ESTATES LOT 78 P11/4-39-41-006-000-00780-40000

10  
11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached  
12 wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms  
13 of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which  
15 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase:  
16 range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and  
17 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access  
18 devices, and storm shutters/panels ("Personal Property").  
19 Other Personal Property items included in this purchase are: \_\_\_\_\_

20 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

21 (e) The following items are excluded from the purchase: \_\_\_\_\_

22 **PURCHASE PRICE AND CLOSING**

23 **2. PURCHASE PRICE (U.S. currency):** ..... \$ 300,000.00

24 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) ..... \$ 10,000.00

25 The initial deposit made payable and delivered to "Escrow Agent" named below  
26 (CHECK ONE): (1)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left blank)  
27 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)  
28 SHALL BE DEEMED SELECTED.

29 Escrow Agent Information: Name: Lighthouse Title Services, Inc.  
30 Address: 4420 Beacon Circle, West Palm Beach, FL 33407  
31 Phone: (561) 882.9044 E-mail: cdamon@warddamon.com Fax: (561) 882.9045

32 (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
33 days after Effective Date. .... \$ \_\_\_\_\_  
34 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

35 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ \_\_\_\_\_

36 (d) Other: Grant \*\*See Addendum\*\* ..... \$ 290,000.00

37 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
38 transfer or other COLLECTED funds ..... \$ 0.00

39 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD 5.

40 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

41 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_  
42 \_\_\_\_\_, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
43 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the  
44 day the counter-offer is delivered.

45 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed  
46 and delivered this offer or final counter-offer ("Effective Date").

47 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and  
48 the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on  
49 February 12, 2014 \*\*See Addendum\*\* ("Closing Date"), at the time established by the Closing Agent.

50 **5. EXTENSION OF CLOSING DATE:**

51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice  
52 requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to  
53 exceed 7 days.

54 Buyer's Initials [Signature] Page 1 of 11 Seller's Initials 14-3

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57 (b) If extreme weather or other condition or event constituting "Force Majeuro" (see STANDARD G) causes: (i)  
58 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' Insurance,  
59 to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration  
60 of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or  
61 Homeowners' Insurance. If restoration of such utilities or services and availability of insurance has not occurred  
62 within \_\_\_\_\_ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by  
63 delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and  
64 Seller from all further obligations under this Contract.

65 6. OCCUPANCY AND POSSESSION:

66 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the  
67 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
68 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
69 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the  
70 Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be  
71 deemed to have accepted the Property in its existing condition as of time of taking occupancy.

72 (b)  CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is  
73 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts  
74 and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be  
75 delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the  
76 lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of  
77 written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall  
78 be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.  
79 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be  
80 occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

81 7. ASSIGNABILITY: (CHECK ONE) Buyer  may assign and thereby be released from any further liability under this  
82 Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

83 FINANCING

84 8. FINANCING:

85  (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to  
86 Buyer's obligation to close.

87  (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA  VA  
88 or  other Grant "See Addendum" (describe) loan on the following terms within \_\_\_\_\_ (if blank, then 30) days after  
89 Effective Date ("Loan Commitment Date") for (CHECK ONE):  fixed,  adjustable,  fixed or adjustable rate loan in  
90 the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing  
91 rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

92 Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective  
93 Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment")  
94 and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage  
95 loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such  
96 status and progress to Seller and Broker.

97 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not  
98 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the  
99 earliest of:

100 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to  
101 waive the financing contingency of this Contract; or

102 (ii.) 7 days prior to Closing Date.

103 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of  
104 this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under  
105 this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing  
106 contingency shall be deemed waived by Buyer.

107 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the  
108 Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the  
109 Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract);  
110 (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the  
111 loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer,  
112 thereby releasing Buyer and Seller from all further obligations under this Contract.

113 Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

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- 114 \*  (c) Assumption of existing mortgage (see rider for terms).  
 115 \*  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 CLOSING COSTS, FEES AND CHARGES

117 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

- 118 (a) COSTS TO BE PAID BY SELLER:  
 119 \* Documentary stamp taxes and surtax on deed, if any \* HOA/Condominium Association estoppel fees  
 120 \* Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) \* Recording and other fees needed to cure title  
 121 \* Title search charges (if Paragraph 9(c)(iii) is checked) \* Seller's attorneys' fees  
 122 \* Other: \_\_\_\_\_

123 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a  
 124 sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If  
 125 actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual  
 126 costs. Any unused portion of escrowed amount shall be returned to Seller.

- 127 (b) COSTS TO BE PAID BY BUYER:  
 128 \* Taxes and recording fees on notes and mortgages \* Loan expenses  
 129 \* Recording fees for deed and financing statements \* Appraisal fees  
 130 \* Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) \* Buyer's Inspections  
 131 \* Survey (and elevation certification, if required) \* Buyer's attorneys' fees  
 132 \* Lender's title policy and endorsements \* All property related insurance  
 133 \* HOA/Condominium Association application/transfer fees \* Owner's Policy Premium (if Paragraph  
 134 9 (c) (iii) is checked.)  
 135 \* Other: \_\_\_\_\_

136 (c) TITLE EVIDENCE AND INSURANCE: At least \_\_\_\_\_ (if left blank, then 5) days prior to Closing Date, a title  
 137 insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as  
 138 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see  
 139 STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance  
 140 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.  
 141 The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's  
 142 Policy and Charges") shall be paid, as set forth below  
 143 (CHECK ONE):

- 144  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for  
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid  
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or  
 147  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or  
 149  (iii) (MIAMI-DADE/BROWARD REGIONAL PROVISION): Seller shall furnish a copy of a prior owner's policy  
 150 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which  
 151 is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien  
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if  
 153 applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_ (if left blank,  
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

155 (d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and  
 156 certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall  
 157 be furnished to Buyer and Closing Agent within 5 days after Effective Date.

158 (e) HOME WARRANTY: At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
 159 \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A home  
 160 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
 161 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

162 (f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
 163 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
 164 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
 165 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed  
 166 on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in  
 167 installments (CHECK ONE):

- 168  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
 169 Installments prepaid or due for the year of Closing shall be prorated.  
 170  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

171 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

Buyer's Initials \_\_\_\_\_ Page 3 of 11 Seller's Initials M. J.  
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172 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD)  
173 pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.


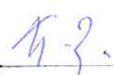
174 **DISCLOSURES**

175 **10. DISCLOSURES:**

- 176 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient  
177 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal  
178 and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon  
179 testing may be obtained from your county health department.
- 180 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
181 does not know of any improvements made to the Property which were made without required permits or made  
182 pursuant to permits which have not been properly closed.
- 183 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
184 desires additional information regarding mold, Buyer should contact an appropriate professional.
- 185 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone  
186 the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving  
187 the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal  
188 Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service  
189 under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance  
190 rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood  
191 Insurance Program, Buyer may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left  
192 blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and  
193 Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and  
194 flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-  
195 Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures  
196 (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation  
197 certificate may be required for actuarial rating.
- 198 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
199 required by Section 553.996, F.S.
- 200 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
201 mandatory.
- 202 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS  
203 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY  
204 DISCLOSURE, IF APPLICABLE.
- 205 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
206 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO  
207 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
208 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
209 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY  
210 PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 211 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the  
212 Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may  
213 require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or  
214 prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent  
215 that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller  
216 are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and  
217 withholding requirements pursuant to FIRPTA.
- 218 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not  
219 readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence,  
220 Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to  
221 the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no  
222 written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environ-  
223 mental or safety code violation.

224 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

225 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property,  
226 including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS  
227 Maintenance Requirement")

Buyer's Initials  Page 4 of 11 Seller's Initials   
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228 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- 229 (a) *PROPERTY INSPECTIONS AND RIGHT TO CANCEL*: Buyer shall have \_\_\_\_\_ (If left blank, then 15)  
230 days  
231 after Effective Date ("Inspection Period") within which to have such inspections of the Property performed  
232 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the  
233 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such  
234 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the  
235 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further  
236 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such  
237 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and  
238 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall  
239 survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer  
240 accepts the physical condition of the Property and any violation of governmental, building, environmental,  
241 and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance  
242 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's  
243 lender.
- 244 (b) *WALK-THROUGH INSPECTION/RE-INSPECTION*: On the day prior to Closing Date, or on Closing Date prior to  
245 time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up  
246 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on  
247 the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance  
248 Requirement and has met all other contractual obligations.
- 249 (c) *SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS*: If Buyer's inspection of  
250 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written  
251 documentation or other information in Seller's possession, knowledge, or control relating to improvements to the  
252 Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with  
253 Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's  
254 obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents  
255 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling  
256 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- 257 (d) *ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES*: At Buyer's option and cost,  
258 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

259 **ESCROW AGENT AND BROKER**

- 260 13. *ESCROW AGENT*: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and  
261 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the  
262 State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract.  
263 Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the  
264 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions  
265 permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this  
266 Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its  
267 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or  
268 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents  
269 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such  
270 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously  
271 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as  
272 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow  
273 disbursement order.
- 274 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
275 any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's  
276 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be  
277 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful  
278 breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this  
279 Contract.
- 280 14. *PROFESSIONAL ADVICE; BROKER LIABILITY*: Broker advises Buyer and Seller to verify Property condition, square  
281 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals  
282 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction  
283 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all  
284 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER  
285 AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES  
286 FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT  
287 PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.

Buyer's Initials \_\_\_\_\_

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Seller's Initials MS



208 Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases  
209 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs  
290 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,  
291 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by  
292 Buyer or Seller based on: (i) Inaccuracy of information provided by the Indemnifying Party or from public records; (ii)  
293 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at  
294 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,  
295 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)  
296 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by  
297 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective  
298 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will  
299 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,  
300 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

301

#### DEFAULT AND DISPUTE RESOLUTION

302 15. DEFAULT:

303 (a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including  
304 payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the  
305 account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full  
306 settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this  
307 Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights  
308 under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split  
309 equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be  
310 greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

311 (b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller's title marketable after reasonable  
312 diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to  
313 receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach,  
314 and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

315 This Paragraph 15 shall survive Closing or termination of this Contract.

316 16. DISPUTE RESOLUTION Unresolved controversies, claims and other matters in question between Buyer and Seller  
317 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as  
318 follows:

319 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
320 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
321 16(b).

322 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
323 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The  
324 mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought  
325 without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be  
326 resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall  
327 survive Closing or termination of this Contract.

328 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by  
329 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
330 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
331 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation.  
332 This Paragraph 17 shall survive Closing or termination of this Contract.

333

#### STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

334 18. STANDARDS:

335 A. TITLE:

336 (i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph  
337 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and  
338 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing  
339 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the  
340 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the  
341 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and  
342 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
343 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
344 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear  
345 or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") (CONTINUED)

346 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
347 none prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified  
348 in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to  
349 applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.  
350 (ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in  
351 writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to  
352 Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to  
353 examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's  
354 notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to  
355 have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with  
356 proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if  
357 Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects  
358 within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a)  
359 extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use  
360 reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with  
361 existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days  
362 after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and  
363 receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If  
364 after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this  
365 Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
366 further obligations under this Contract.  
367 B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach  
368 on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental  
369 regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters,  
370 together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer  
371 timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title  
372 defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's  
373 request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the  
374 extent the affirmations therein are true and correct.  
375 C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the  
376 Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.  
377 D. LEASES INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
378 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits  
379 paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same  
380 information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may  
381 thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any,  
382 differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s)  
383 fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such  
384 information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit,  
385 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and  
386 assign all leases to Buyer who shall assume Seller's obligations thereunder.  
387 E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement,  
388 claims of lien or potential liens known to Seller and (ii) that there have been no improvements or repairs to the Real  
389 Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within  
390 that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors,  
391 subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general  
392 contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs  
393 which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.  
394 F. TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other  
395 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates  
396 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a  
397 Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is  
398 located) of the next business day.  
399 G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
400 to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
401 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
402 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer  
403 or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to  
404 prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure  
405 prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

Buyer's Initials \_\_\_\_\_

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Seller's Initials 14.3

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") (CONTINUED)

406 under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering  
407 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
408 further obligations under this Contract.

409 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
410 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in  
411 STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by  
412 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

413 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

414 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or  
415 other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no  
416 title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

417 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale,  
418 certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's  
419 possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all  
420 work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood  
421 elevation certification, and documents required by Buyer's lender.

422 (iii) **PROCEDURE:** The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment  
423 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
424 procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to COLLECTION of all closing  
425 funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

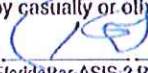
426 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for  
427 insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and  
428 closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not  
429 more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall,  
430 within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such  
431 notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer  
432 shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment,  
433 Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special  
434 warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take  
435 title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of  
436 warranties contained in the deed or bill of sale.

437 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the  
438 day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including  
439 special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other  
440 expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event  
441 premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be  
442 made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow  
443 deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due  
444 allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when  
445 current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such  
446 assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior  
447 year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which  
448 improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's  
449 millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to  
450 the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration  
451 based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This  
452 STANDARD K shall survive Closing.

453 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,  
454 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a  
455 walk-through (or follow-up walk-through if necessary) prior to Closing.

456 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
457 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
458 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant  
459 to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to  
460 complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration  
461 exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any  
462 unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price,  
463 Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby  
464 releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree  
465 damage by casualty or other natural occurrence shall be cost of pruning or removal.

Buyer's Initials



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Seller's Initials



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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") (CONTINUED)

526 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8208  
527 and 0208-A, as filed.  
528 W. RESERVED  
529 X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and  
530 against any real estate licensee involved in the negotiation of this Contract for any damage or defects  
531 pertaining to the physical condition of the Property that may exist at Closing of this Contract and be  
532 subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This  
533 provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive  
534 Closing.

ADDENDA AND ADDITIONAL TERMS

536 19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this  
537 Contract (Check if applicable):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> A. Condominium Assn.            | <input type="checkbox"/> M. Defective Drywall                                 | <input type="checkbox"/> X. Kick-out Clause                            |
| <input checked="" type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control Line                 | <input type="checkbox"/> Y. Seller's Attorney Approval                 |
| <input type="checkbox"/> C. Seller Financing             | <input type="checkbox"/> O. Insulation Disclosure                             | <input type="checkbox"/> Z. Buyer's Attorney Approval                  |
| <input type="checkbox"/> D. Mortgage Assumption          | <input type="checkbox"/> P. Lead Based Paint Disclosure<br>(Pre-1978 Housing) | <input type="checkbox"/> AA. Licensee-Personal Interest in<br>Property |
| <input type="checkbox"/> E. FHA/VA Financing             | <input type="checkbox"/> Q. Housing for Older Persons                         | <input type="checkbox"/> BB. Binding Arbitration                       |
| <input type="checkbox"/> F. Appraisal Contingency        | <input type="checkbox"/> R. Rezoning  | <input checked="" type="checkbox"/> Other Addendum _____               |
| <input type="checkbox"/> G. Short Sale                   | <input type="checkbox"/> S. Lease Purchase/Lease Option                       |  |
| <input type="checkbox"/> H. Homeowners/Flood Ins         | <input type="checkbox"/> T. Pre-Closing Occupancy by Buyer                    |  |
| <input type="checkbox"/> I. RESERVED                     |   |  |
| <input type="checkbox"/> J. Interest-Bearing Accl.       | <input type="checkbox"/> U. Post-Closing Occupancy by Seller                  |  |
| <input type="checkbox"/> K. RESERVED                     | <input type="checkbox"/> V. Sale of Buyer's Property                          |  |
| <input type="checkbox"/> L. RESERVED                     | <input type="checkbox"/> W. Back-up Contract                                  |  |

538 20. ADDITIONAL TERMS:

539 \*\*See Addendum attached hereto and made a part hereof\*\*

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COUNTER-OFFER/REJECTION

556  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
557 deliver a copy of the acceptance to Seller).  
558  Seller rejects Buyer's offer.

559 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE  
560 OF AN ATTORNEY PRIOR TO SIGNING.

561 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

562 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and  
563 conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be  
564 negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Buyer's Initials [Signature] Page 10 of 11 Seller's Initials [Signature]  
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565 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE  
566 COMPLETED.

567  
568

569 \* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
570 The ARC of Martin County, Inc.

571  
572   
573  
574 \* Buyer: \_\_\_\_\_ Date: 12/5/13  
575 By: Keith Muniz, President & CEO

576  
577  
578 A To Z Properties Inc.  
579 \* Seller: \_\_\_\_\_ Date: 12-6-13  
580 A to Z Properties, Inc.



581  
582   
583  
584 \* Seller: \_\_\_\_\_ Date: 12-6-13  
585 By: Norman Zlinkoff, President

586 Buyer's address for purposes of notice  
587 \* Keith Muniz  
588 \* 2001 South Kanner Hwy.  
589 \* Stuart, FL 34994

Seller's address for purposes of notice  
Norman Zlinkoff  
4521 SW Dimini Circle  
Palm City, FL 34990

590  
591 BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to  
592 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to  
593 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties  
594 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed  
595 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to  
596 Cooperating Brokers.

597  
598 \* Drew Pittman  
599 Cooperating Sales Associate, if any  
600  
601 \* Drew Pittman Realty  
602 Cooperating Broker, if any

 Peter Loutos  
Listing Sales Associate  
 Sewall's Point Realty  
Listing Broker





ADDENDUM

THIS ADDENDUM to "As Is" Residential Contract for Sale and Purchase (the "Contract") is entered into as of the 5 day of December, 2013, by and between A to Z PROPERTIES, INC., a Florida corporation ("Seller"), and THE ARC OF MARTIN COUNTY, a Florida not-for-profit corporation ("Buyer"), for real property described as: SOUTH FORK ESTATES LOT 78 PH#4-39-41-006-000-00780-40000, with an address of: 406 SE Ashley Oaks Way, Stuart, FL 34997 (the "Property"). The Contract and this Addendum shall collectively be referred to at times as the "Contract." The parties agree that the Contract shall be modified, supplemented and amended as follows:

1. Buyer is applying to the Florida Housing Finance Corporation for a grant on behalf of persons with disabilities (the "Grant"). Buyer will use the Grant to purchase the Property for the purpose of operating a group home for adult, disabled persons. Buyer's obligation to proceed with the closing on the purchase of the Property is conditioned upon Buyer being approved for and receiving such Grant, in an amount not less than \$290,000.00. If for any reason Buyer does not receive such Grant, Buyer may give Seller written notice thereof, whereupon this Contract shall be cancelled, all deposits hereunder shall be immediately returned to Buyer, and the parties shall have no further obligation to each other with respect to this Contract or the Property.


2. Buyer anticipates that it will receive notice of approval or denial for the Grant on or before December 31, 2013. If Buyer is awarded the Grant, Buyer shall give written notice thereof to Seller within five (5) business days of the receipt of such award, whereupon the contingency for Buyer to obtain such Grant shall be deemed satisfied, and Buyer's deposit money hereunder shall become non-refundable, except in the event of a Seller default hereunder. If Buyer is awarded the Grant, it is the intent of Buyer to close on or before February 12, 2014. However, it is possible that the Florida Housing Finance Corporation will not be prepared to fund such Grant by the scheduled closing date of February 12, 2014. Therefore, Buyer and Seller agree that the closing date hereunder may be extended up to and including February 28, 2014 to accommodate funding of the Grant, and further as set forth below.

3. Notwithstanding the foregoing, if the Grant is approved but still cannot be funded by February 28, 2014, Buyer shall have the right and option to extend the closing date hereunder for three (3) periods of one (1) month each by paying a non-refundable extension fee of \$2,000.00 to Seller. Buyer may exercise the right to extend the closing date by giving written notice thereof to Seller and delivering with such notice a check to Seller in the amount of \$2,000.00 representing the payment of ~~each~~ <sup>Each</sup> extension fee. The payment of such extension fee shall be non-refundable. If Buyer fails to close on the purchase of the Property, all deposit money paid and all extension fees paid hereunder shall be forfeited by Buyer to Seller in full.

4. If Buyer fails to receive an award of the Grant by December 31, 2013, Buyer shall have the option to seek mortgage financing to close on the purchase of the Property. Buyer shall have fifteen (15) days to obtain approval thereof; that is, if Buyer has not received approval

4.3 - 

With no distributions to involved brokers

4.3 - 



If buyer exercises paragraph 4 than the purchase price shall be \$310,000 and then in the event buyer fail close by 2/22/14 seller shall retain the \$10,000 deposit with no distribution to involved brokers.

Less 5,000 that shall be retained by seller.



for the Grant by December 31, 2013, Buyer may give Seller written notice thereof and have until January 15, 2014 within which to obtain approval for mortgage financing to complete the purchase of the Property. If Buyer is not able to obtain satisfactory mortgage financing arrangements by January 15, 2014 Buyer shall provide written notice thereof to Seller whereupon this Contract shall be cancelled, all deposit hereunder shall be immediately returned to Buyer, and the parties shall have no further obligation to each other with respect to this Contract or the Property. If Buyer is able to obtain an approval for satisfactory mortgage financing by January 15, 2014, Buyer shall have until February 12, 2014 within which to close on the purchase of the Property, provided, however, Buyer shall have the right to extend the closing date for up to ten (10) additional days in order to be able to satisfy all requirements and coordinate closing with Buyer's mortgage lender.

5. Seller, at Seller's expense, shall complete all remodeling/renovations on the Property prior to closing in a good and workmanlike manner and shall pass any required final inspections. All of such work shall be based upon proper permits, and such permits (if any) shall be closed out and any necessary Certificates of Completion/Occupancy shall be issued prior to closing and Seller shall remain financially responsible for any permits not timely closed out.

RAY by 3 - [Signature]

6. Buyer and Seller shall equally share the cost for a title search and exam and title insurance premium for an owner's policy of title insurance, as well as the settlement fee for the title insurance closing agent. The parties agree that they will use Lighthouse Title Services, Inc., 4420 Beacon Circle, West Palm Beach, Florida, 33407, to provide the title insurance and closing services in connection with this transaction. Seller will reasonably cooperate with such closing agent in effectuating the closing.

7. Buyer and Seller each represents to the other that neither has dealt with a real estate broker or other agent in connection with this transaction other than Drew Pittman of Drew Pittman Realty. Seller shall be responsible for payment of the brokerage commission to Drew Pittman Realty in an amount equal to ~~2.5%~~ percent of the purchase price. Other than Seller's obligation to pay the foregoing brokerage commission to Drew Pittman Realty, Buyer and Seller each agrees to indemnify and hold the other harmless from any claims for commission or finder's fee arising out of the acts or omissions of the other, which indemnification and hold harmless shall include all costs and attorneys' fees which may be incurred by the party entitled to indemnification and whether suit be brought or not.

8. Buyer will have an appraisal performed in connection with the Property not later than December 31, 2013, to be performed by a duly licensed Florida real estate appraiser. Buyer's obligations under this Contract are contingent on the appraised value of the property being equal to or greater than the purchase price. Moreover, the parties acknowledge that Seller may be selling the Property for less than fair market value (to be determined by the appraisal), and that this transaction would therefore be partly a gift and partly a sale. The difference between the purchase price and the fair market value (as established by the appraisal) shall be deemed to be a charitable contribution from the Seller to the Buyer, which is





a charitable organization. The Buyer will cooperate with the Seller in completing tax reporting forms necessary for Seller to claim any amount which may qualify as a charitable contribution.

9. The parties acknowledge that although they will endeavor to settle all financial matters at the time of closing, there may be unsettled financial responsibilities remaining at the time of closing. Therefore, at closing, the parties shall execute a closing agreement to be prepared by Buyer, providing that any unpaid charges, assessments, accounts or other matters related to the Property or the operation thereof arising prior to closing or related to Seller's operation and ownership of the Property (including but not limited to unpaid utility charges, service contracts, assessments or taxes) shall remain the obligation of and be paid by Seller.

10. Seller shall indemnify and hold Buyer harmless from any claims, liabilities or damages related to matters arising before closing or arising from Seller's ownership or operation of the Property, misrepresentations or breach of any warranties set forth herein or in any of the closing documents. Buyer shall indemnify and hold Seller harmless from any claims liabilities or damages arising from Buyer's ownership or operation of the Property after closing.

11. All notices, requests, consents and other communications required or permitted to be given under this Agreement will be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by electronic communication (whether by telefax, or telecopy), addressed as follows:

To Seller:                   A to Z PROPERTIES  
                                  4521 SW Blimini Circle N.  
                                  Palm City, FL. 34990

To Buyer:                    THE ARC OF MARTIN COUNTY, INC.  
                                  2001 South Kanner Hwy.  
                                  Stuart, FL. 34994

12. This Addendum may be executed in one or more counterparts, all of which when taken together shall be deemed to constitute one original document.

13. A duly executed facsimile copy of this Addendum shall be deemed an original for all purposes.

14. The parties hereto expressly stipulate and agree that each has had an adequate opportunity to have this Addendum reviewed by counsel of their choice and that they and their counsel are satisfied with the content and subject matter of this Contract.

15. This Contract shall not be construed against either party hereto on grounds of vagueness or for any other reason whatsoever, and the parties hereby expressly agree that this Contract was drafted mutually by each of them.






15 A. No Prorations of 2014 Real Estate Taxes



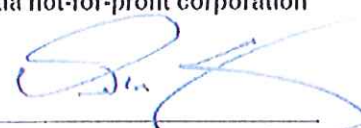
16. Except as modified hereby, all terms and conditions of the Contract are hereby ratified and reaffirmed. Any conflict between the terms of this Addendum and the Contract shall be controlled by this Addendum. Any references in the Contract or this Addendum to the "Contract" shall be deemed to include this Addendum.

A TO Z PROPERTIES,  
A Florida corporation

By:   
Norman Zlinkoff, President

Date: 12-6-13

THE ARC OF MARTIN COUNTY, INC.,  
A Florida not-for-profit corporation

By:   
Keith W. Muniz, President and CEO

Date: 12/5/13



**Comprehensive Rider to the Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When Initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between

A to Z PROPERTIES INC., a Florida corporation (SELLER)  
and THE ARC OF MARTIN COUNTY, a Florida not-for-profit corporation (BUYER)  
concerning the Property described as 406 SE Ashley Oaks Way, Stuart, FL 34997

Buyer's Initials [Signature]

Seller's Initials A-3

**B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE**

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For South Fork Estates  
(Name of Community)

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 148 PER Quarter. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER                     .
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER                     .
- (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE 12/5/13

BUYER The ARC of Martin County, a Florida not-for-profit corporation  
[Signature]  
By: Keith Muniz, President & CEO



## RFA 2013-005 - Smaller Developments for Persons with Developmental Disabilities

Application Number	Name of Development	County	Name of Applicant	Name of Contact Person	Total Units	Grant Request Funding Amount	Eligible For Funding?	Development Category (Adding - through NC, R, or Combination) or Renovation	Total Points	Ability to Proceed Points	Qualifying Financial Assistance	Grant Leveraging	Florida Job Creation	Lottery Number
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### Eligible Adding Units Applications, sorted by Sorting Order

2014-143G	Country Walk	Citrus	Citrus County Association for Retarded Citizens, Inc.	Melissa Walker	1	324,500.00	Y	Adding - NC	47	6	Y	324,500.00	Y	13
2014-139G	Neff Lake Estate	Hernando	The Arc Nature Coast, Inc.	Mark Barry	1	325,000.00	Y	Adding - NC	40	1	N	325,000.00	Y	18
2014-145G	Arc Gateway Peacock Home	Escambia	Arc Gateway, Inc.	Charles Brewer	1	312,076.00	Y	Adding - NC	37	6	Y	312,076.00	Y	11
2014-147G	Hardy House	Bradford	The Arc of Bradford County, Inc.	Sherry Ruskowski	1	324,940.00	Y	Adding - NC	30	6	N	324,940.00	Y	9
2014-142G	Peoria Project	Clay	BASCA, Inc.	Mary Jury	1	128,767.00	Y	Adding - NC	29	4	Y	128,767.00	Y	5

### Eligible Renovation Applications, sorted by Sorting Order

2014-141G	Anclote Group Home	Pinellas	UPARC, Inc.	Sheldon Hershman	1	60,000.00	Y	Renovation	43	6	Y	60,000.00	Y	16
2014-287G	Menendez Residential Facility	St. Lucie	The Arc of St. Lucie County, Inc.	Cheryl King	1	72,000.00	Y	Renovation	41	3	Y	72,000.00	Y	2
2014-154G	California Avenue CRH Renovation	Martin	ARC of Martin County, Inc.	Keith Muniz	1	72,000.00	Y	Renovation	39	6	N	72,000.00	Y	15
2014-149G	Marymac Group Home	Suwannee	The Arc North Florida, Inc.	Bobble Lake	1	62,822.00	Y	Renovation	33	6	N	62,822.00	Y	14
2014-140G	12th Road Home/ Arc of Alachua County	Alachua	The Arc of Alachua County, Inc. (fka Alachua County Association for Retarded Citizens, Inc)	Judi L. Scarborough	1	71,886.00	Y	Renovation	31	4	N	71,886.00	Y	8
2014-144G	Cowrie Rehab	Okaloosa	Horizons of Okaloosa County	Julia McNabb	1	48,000.00	Y	Renovation	27	6	N	48,000.00	Y	3
2014-151G	Glyn Street Group Home Renovation	Orange	Central Florida Group Homes, LLC Central Florida Communities, Inc.	Roger Zhuang	1	72,000.00	Y	Renovation	24	0	N	72,000.00	Y	12
2014-146G	Sterling Oaks Group Home Renovation	Seminole	Central Florida Group Homes, LLC Central Florida Communities, Inc.	Roger Zhuang	1	71,000.00	Y	Renovation	23	0	N	71,000.00	Y	1
2014-148G	Highland Terrace Group Home Renovation	Brevard	Central Florida Group Homes, LLC Central Florida Communities, Inc.	Roger Zhuang	1	72,000.00	Y	Renovation	23	0	N	72,000.00	Y	6

### Ineligible Applications, sorted in Application Number Order

2014-150G	Ashley Oaks	Martin	ARC of Martin County, Inc.	Keith Muniz	1	253,000.00	N	Adding - Rehabilitation	47	4	Y	253,000.00	Y	4
2014-152G	Pacetti Group Home	St. Johns	The Arc of the St. Johns, Inc.	David Vinson	1	325,000.00	N	Adding - NC	44	5	Y	325,000.00	Y	17
2014-153G	Flora Community Residential Group Home	Hillsborough	Human Development Center	James Bell	1	72,000.00	N	Renovation	34	0	N	72,000.00	Y	7



**RFA 2013-005 - Smaller Developments for Persons with Developmental Disabilities  
Recommendations**

<b>Total Grant Funding Available in RFA</b>	<b>4,000,000</b>
<b>Total Grant Funding Allocated</b>	<b>2,016,991</b>
<b>Total Grant Remaining</b>	<b>1,983,009</b>

Application Number	Name of Development	County	Name of Applicant	Name of Contact Person	Total Units	Grant Request Funding Amount	Eligible For Funding?	Development Category	Total Points	Ability to Proceed Points	Qualifying Financial Assistance	Grant Leveraging	Florida Job Creation	Lottery Number
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**Adding Units Applications recommended for funding**

2014-143G	Country Walk	Citrus	Citrus County Association for Retarded Citizens, Inc.	Melissa Walker	1	324,500.00	Y	Adding - NC	47	6	Y	324,500.00	Y	13
2014-139G	Neff Lake Estate	Hernando	The Arc Nature Coast, Inc.	Mark Barry	1	325,000.00	Y	Adding - NC	40	1	N	325,000.00	Y	18
2014-145G	Arc Gateway Peacock Home	Escambia	Arc Gateway, Inc.	Charles Brewer	1	312,076.00	Y	Adding - NC	37	6	Y	312,076.00	Y	11
2014-147G	Hardy House	Bradford	The Arc of Bradford County, Inc.	Sherry Ruskowski	1	324,940.00	Y	Adding - NC	30	6	N	324,940.00	Y	9
2014-142G	Peoria Project	Clay	BASCA, Inc.	Mary Jury	1	128,767.00	Y	Adding - NC	29	4	Y	128,767.00	Y	5

**Renovation Applications recommended for funding**

2014-141G	Anclote Group Home	Pinellas	UPARC, Inc.	Sheldon Hershman	1	60,000.00	Y	Renovation	43	6	Y	60,000.00	Y	16
2014-287G	Menendez Residential Facility	St. Lucie	The Arc of St. Lucie County, Inc.	Cheryl King	1	72,000.00	Y	Renovation	41	3	Y	72,000.00	Y	2
2014-154G	California Avenue CRH Renovation	Martin	ARC of Martin County, Inc.	Keith Muniz	1	72,000.00	Y	Renovation	39	6	N	72,000.00	Y	15
2014-149G	Marymac Group Home	Suwannee	The Arc North Florida, Inc.	Bobbie Lake	1	62,822.00	Y	Renovation	33	6	N	62,822.00	Y	14
2014-140G	12th Road Home/ Arc of Alachua County	Alachua	The Arc of Alachua County, Inc.	Judi L. Scarborough	1	71,886.00	Y	Renovation	31	4	N	71,886.00	Y	8
2014-144G	Cowrie Rehab	Okaloosa	Horizons of Okaloosa County	Julia McNabb	1	48,000.00	Y	Renovation	27	6	N	48,000.00	Y	3
2014-151G	Glyn Street Group Home Renovation	Orange	Central Florida Group Homes, LLC Central Florida Communities, Inc.	Roger Zhuang	1	72,000.00	Y	Renovation	24	0	N	72,000.00	Y	12
2014-146G	Sterling Oaks Group Home Renovation	Seminole	Central Florida Group Homes, LLC Central Florida Communities, Inc.	Roger Zhuang	1	71,000.00	Y	Renovation	23	0	N	71,000.00	Y	1
2014-148G	Highland Terrace Group Home Renovation	Brevard	Central Florida Group Homes, LLC Central Florida Communities, Inc.	Roger Zhuang	1	72,000.00	Y	Renovation	23	0	N	72,000.00	Y	6

On December 13, 2013, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.