

FLORIDA HOUSING FINANCE CORPORATION
Board Meeting
October 26, 2007
Consent Items



HOMEOWNERSHIP LOAN PROGRAMS

Consent

I. HOMEOWNERSHIP LOAN PROGRAMS

A. Request for Approval of the Extension for the Purchase of Land and Commencement of Construction for GoodHomes of Manasota, Inc. (Non-Profit) / CLTRFP05-04-2

Applicant Name (“Applicant”):	GoodHomes of Manasota, Inc. (Non-Profit)
Development Name (“Development”):	CLTRFP05-04-2
Developer/Principal (“Developer”):	Laura Carter
Number of Units: 10	Location: Sarasota County, Florida
Type: Community Land Trust Loan (land acquisition)	Allocated Amount: \$500,000

1. Background

- a) On March 3, 2006, the Board approved the final rankings for the 2005 Community Land Trust Request for Proposals (“CLTRFP-05”) and Florida Housing issued the Applicant an invitation into credit underwriting on March 13, 2006.
- b) The final credit underwriting report (“CUR”), dated August 24, 2006, specified that the land must be purchased within 1 year of Board approval of the CUR. The CUR was approved at the September 8, 2006 Board Meeting. On September 14, 2006, a firm commitment letter was issued to the Developer. The Developer closed on a loan for the purchase of 6 lots for \$290,000 on October 31, 2006.
- c) The CUR also specified that construction must commence within 12 months following the purchase of the land.

2. Present Situation

- a) On September 28, 2007, the Developer requested an extension for the purchase of the remaining 4 lots and for the commencement of construction, advising of the delays in obtaining the land and construction financing. They advised that they have executed a contract for the purchase of the remaining 4 lots and that construction is expected to begin in March 2008. The letter is attached as [Exhibit A](#).
- b) The technical assistance provider and the credit underwriter have reviewed their request and have given positive recommendations. Their letters are attached as [Exhibit B](#) and [Exhibit C](#), respectively.

3. Recommendation

Staff recommends that the Board grant an extension until September 8, 2008 for the purchase of the land and until October 31, 2008 for the commencement of construction.

HOMEOWNERSHIP LOAN PROGRAMS

Consent

B. Request for Approval of the Extension to Purchase the Land and Commencement of Construction for GoodHomes of Manasota, Inc. (Non-Profit) / CLTRFP06-03-4

Applicant Name (“Applicant”):	GoodHomes of Manasota, Inc. (Non-Profit)
Development Name (“Development”):	CLTRFP06-03-4
Developer/Principal (“Developer”):	Laura Carter
Number of Units: 10	Location: Sarasota County, Florida
Type: Community Land Trust Loan (land acquisition)	Allocated Amount: \$500,000

1. Background

- a) On June 9, 2006, the Board approved the final rankings for the 2006 Community Land Trust Request for Proposals (“CLTRFP-06”) and Florida Housing issued the Applicant an invitation into credit underwriting on June 16, 2006.
- b) The final credit underwriting report (“CUR”), dated August 24, 2006, specified that the land must be purchased within 1 year of Board approval of the CUR. The CUR was approved at the September 8, 2006 Board Meeting. On September 14, 2006, a firm commitment letter was issued to the Developer.
- c) The CUR also specified that construction must commence within 12 months following the purchase of the land.
- d) The Developer is partnering with Habitat for Humanity as part of a large development, The Villages of Leonard Reid, and is ready to enter into a sales contract for the purchase of 10 lots.

2. Present Situation

- a) On September 28, 2007, the Developer requested an extension, advising of delays including zoning and land use changes, comprehensive plan amendments, surveys, the environmental survey (phase 1) and the process for obtaining a \$6 million grant from Sarasota County for the infrastructure. They advised that they are ready to enter into a sales contract for the purchase of the 10 lots. The infrastructure is expected to begin in early 2008; however, the construction is anticipated to commence in early 2009. The letter is attached as [Exhibit D](#).
- b) The technical assistance provider and the credit underwriter have reviewed their request and have given positive recommendations. Their letters are attached as [Exhibit E](#) and [Exhibit F](#), respectively.

3. Recommendation

Staff recommends that the Board grant an extension until September 8, 2008 to purchase the land and an extension until September 8, 2009 to commence construction.

HOME RENTAL

Consent

II. HOME RENTAL

A. Request Approval of Credit Underwriting Report for Heron Cove (2006-099H)

Development Name: Heron Cove (“Development”)	Location: De Soto County
Developer/Principal: National Development Foundation, Inc. (“Developer”)	Set-Aside: 20% @ 50% AMI / 80% @ 60% AMI 64 Units
Number of Units: 64	Allocated Amount: \$7,550,000
Type: Townhome Style/New Construction	Demographics: Family

1. Background/Present Situation

- a) On July 28, 2006, the Board approved the final scores and ranking for the 2006 Universal Application Cycle and directed staff to proceed with all necessary credit underwriting activities.
- b) On August 4, 2006, staff issued a preliminary commitment letter and invitation to credit underwriting for a HOME loan in an amount up to \$7,550,000 for this 64-unit family development in De Soto County.
- c) On October 11, 2007, staff received a credit underwriting report with a positive recommendation for a HOME Rental loan in the amount of \$7,550,000 ([Exhibit A](#)), to be secured by a second mortgage. Staff has reviewed this report and finds that the Development meets all of the requirements of HOME Rule Chapter 67-48, F.A.C.

2. Recommendation

Approve the final credit underwriting report and direct staff to proceed with issuance of a firm loan commitment and loan closing activities.

LEGAL

Consent

III. LEGAL

A. In Re: The Villas at Carver Park, LLLP - FHFC Case No. 2007-036VW

Development Name: (“Development”):	The Villas at Carver Park Application No. 2006-249B
Developer/Principal: (“Developer”):	Finlay Development, LLC
Number of Units: 64	Location: Orange
Type: Mid-rise	Set Aside: 85% at 60% AMI 15% at 35% AMI
Demographics: Elderly	MMRB (supplemental): \$6.7M

1. Background

- a) During the 2006 Supplemental Cycle, The Villas of Carver Park, LLLP (“Petitioner”) applied for and was awarded Multifamily Mortgage Revenue Bonds (“MMRB”) to finance the construction of The Villas at Carver Park (the “Development”) in Orange County, Florida.
- b) On August 17, 2007, Florida Housing received a “Petition for Waiver of Part II.A.2.a.(2) of the 2006 Universal Application Instructions for a Change in Petitioner’s Ownership Structure,” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit A](#).
- c) The MMRB Application Instructions at Part II.A.2.a.(2), provides in pertinent part:

If applying for MMRB, SAIL, or HOME, the Applicant entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material change (33.3% or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in ownership structure of the named Applicant prior to this time shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan closing require Board approval.

- d) The Housing Authority of the City of Orlando, Florida (“OHA”) is the Limited Partner of the Development entity with a 99.99% ownership interest. The Villas at Carver Park, Inc., a wholly-owned subsidiary of OHA, is currently the General Partner of the Development entity with a 0.01% ownership interest. Petitioner requests that The Villas at Carver Park, Inc.’s ownership interest in the Development entity be reduced to 0.0049% and that a new General Partner, Carver Park GP, LLC be added with a 0.0051% ownership interest. Petitioner avers that the current ownership structure of the Development, being entirely owned by OHA either directly or via its subsidiary, limits opportunities to obtain grants and other funding for the Development.
- e) On August 31, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.

LEGAL

Consent

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

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

- g) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. **Recommendation**

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Part II.A.2.a.(2) of the 2006 Universal Application Instructions, to permit Petitioner's General Partner, The Villas at Carver Park, Inc., to reduce its ownership interest in the Development to 0.0049% and to add Carver Park GP, LLC as a General Partner with a ownership interest of 0.0051% in the Development entity.

LEGAL

Consent

B. In Re: Carlisle Group VI, Ltd. - FHFC Case No. 2007-053VW

Development Name: (“Development”):	Parkview Gardens Application No. 2006-066BS
Developer/Principal: (“Developer”):	Carlisle Group VI Development, LLC and Tacoley Economic Dev. Corp.
Number of Units: 40	Location: Miami-Dade County, FL
Type: Garden Apartments	Set Aside: 85% at 60% AMI (MMRB) 100% at 60% AMI (SAIL) 100% at 60% AMI (4% HC)
Demographics: Family	MMRB: \$8,000,000 SAIL: \$ 4,000,000 4% HC: \$665,000

1. Background

- a) During the 2006 Universal Cycle, Carlisle Group VI, Ltd. (“Petitioner”) applied for and was awarded Multifamily Mortgage Revenue Bonds (“MMRB”) State Apartment Incentive Loan (“SAIL”) and non-competitive, 4% Housing Credits (“HC”) to finance the construction of Parkview Gardens (the “Development”) located in Miami-Dade County, Florida.
- b) On September 25, 2007, Florida Housing received a “Petition for Waiver of Rule 67-21.003(14)(b), Rule 67-21.003(1)(A), Rule 67-48.004(14)(b)] and Rule 67-48.004(1)(A) and Parts II.A.2.A.(1) and (2) of the Universal Application Instructions for a Change in the Identity of the Petitioner’s Developer and the Petitioner’s Ownership Structure” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit B](#).
- c) Rules¹ 67-21.003(14)(b), F.A.C. (2006), and 67-48.004(14)(b), F.A.C. (2006) provide in pertinent part:

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

Those items are as follows:

- (b) Identity of each Developer, including all co-Developers;
- d) Rules 67-48.004(1)(a) and 67-21.003(1)(a), provide in pertinent part:

The Universal Application Package...is adopted and incorporated herein by reference and consists of the forms and instructions...

¹ Chapter 67-21 applies to MMRB and Chapter 67-48 applies to SAIL.

LEGAL

Consent

- e) Part II.A.2.a.(2)² of the 2006 Universal Application Instructions, provides in pertinent part:
- If applying for MMRB, SAIL or HOME, the Applicant entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material changes (33.3% or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to this time shall result in disqualification from receiving an allocation and shall be deemed a material misrepresentation. Changes after loan closing require Board approval.
- f) Petitioner has requested a waiver of the above rules to allow Petitioner to change the identity of Petitioner's Developer and to allow Petitioner to change its ownership structure.
- g) On October 5, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.
- h) Section 120.542(2), Florida Statutes provides in pertinent part:
- Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- i) In its original application, Petitioner's co-Developers were Carlisle Group VI Development LLC ("Carlisle") and Talcoly Economic Development Corporation, Inc. ("Tacolcy"). Also, in its original application, Petitioner's co-General Partners were Carlisle Group VI, LLC ("Carlisle GP") and Tacolcy.
- j) Petitioner has requested that it be allowed to remove Carlisle as co-Developer and to replace it with Carrfour Supportive Housing, Inc. ("Carrfour"). Petitioner has also requested that it be allowed to remove Carlisle GP as a co-General Partner and to replace it with Carrfour. Thus, Petitioner requests the new co-Development team to be Carrfour and Tacolcy and the new co-General Partners be Carrfour and Tacolcy. Petitioner requests that Carrfour succeed to the 0.0049% general partner interest now held by Carlisle GP.
- k) Petitioner has demonstrated that Carrfour meets Florida Housing's requirements of Developer experience.
- l) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

² Part II.A.2.a.(1) provides the same rule applied to HC.

LEGAL

Consent

2. Recommendation

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rules 67-21.003(14), 67-21.003(1)(a), 67-48.004(14)(b), and 67-48.004(1)(a) and Part II.A.2.A.(1) and (2) of the 2006 Universal Application Instructions to allow Petitioner to substitute Carrfour Supportive Housing, Inc. in place of Carlisle Group VI Development LLC as co-Developer and to substitute Carrfour Supportive Housing, Inc. in place of Carlisle Group VI, LLC as co-General Partner (a 0.0049% interest) for this Development.

LEGAL

Consent

C. In Re: Postmaster Associates, Ltd. - FHFC Case No. 2007-051VW

Development Name: (“Development”):	Postmaster Apartments Application No. 2005-054C
Developer/Principal: (“Developer”):	MDHA Development Corp
Number of Units: 55	Location: Miami-Dade
Type: Mid-rise	Set Aside: 13% at 30% AMI 87% at 60% AMI
Demographics: Elderly	HC: \$454,666.00

1. Background

- a) During the 2005 Universal Cycle, Postmaster Associates, Ltd. (“Petitioner”) applied for and was awarded Housing Credits (“HC”) to finance the construction of Postmaster Apartments (the “Development”) located in Miami-Dade County, Florida.
- b) On September 24, 2007, Florida Housing received a “Petition for Waivers of Rule 67-48[.004](14)(b)³ to add Co-Developer, and Part III.D.1.f. of the 2005 Universal Application Instructions’ Requirement to Provide Specific Features for Elderly Residential Units” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit C](#).
- c) Rule 67-48.004(14)(b), Florida Administrative Code (2005) provides in pertinent part:

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

Those items are as follows:...

- (b) Identity of each Developer, including all co-Developers;

- d) Part III.D.1.f of the Universal Application Instructions (2005), provides in pertinent part:

In order for a proposed Development to be classified as Elderly (ALF or non-ALF), the Development must meet the following requirements...

- f. The Applicant must provide the following features in specified percentages of all units in new construction (NC) and Rehabilitation/Substantial Rehabilitation (SR) Developments.

The requirement to provide the following features is in addition to the features committed to by the Applicant in the Construction Features and amenities section of the Application....

Tight-napped Berber-type carpet...

³ Petition cites 67-48(14)(b), which is not a rule, but obviously intends to seek waiver of Rule 67-48.004(14)(b), F.A.C. (2005)

LEGAL

Consent

- e) Petitioner has requested waiver of Rule 67-48.004(14)(b) to allow the addition of Pinnacle Housing Group, LLC (“Pinnacle”) as the project’s co-Developer. Petitioner asserts that Pinnacle’s knowledge and expertise will benefit the Development without disruption to the Development’s completion timeline.
- f) Petitioner has requested a waiver of Part III.D.1.f. of the 2005 Universal Application Instructions to allow Petitioner to install Non-skid ceramic tile flooring instead of the tight-napped Berber-type carpet. Petitioner asserts that the non-skid ceramic tile flooring will provide greater mobility by elderly individuals who rely on walkers, wheelchairs and other forms of ambulatory assistance. Furthermore, Petitioner asserts that its proposed non-skid ceramic tile flooring is easier to maintain and relatively less problematic for allergic and respiratory ailments, as carpet is prone to accumulation of dust, molds, and other pollutants.
- g) The requested change would neither affect the scoring of Petitioner’s application nor allow Petitioner to gain an unfair advantage over other applicants.
- h) On October 5, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.
- i) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- j) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. Recommendation

Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Part III.D.1.f of the 2005 Universal Application Instructions, to allow Petitioner to install non-skid, ceramic tile flooring in lieu of the required tight-napped Berber-type carpet, with the additional condition that the non-skid, ceramic tile must also be non-glossy. Staff also recommends the Board approve Petitioner’s request to add Pinnacle Housing Group, LLC as co-Developer for the Development.

LEGAL

Consent

D. In Re: Lakeside Village Housing, Ltd., LLLP - FHFC Case No. 2007-041VW

Development Name: (“Development”):	Lakeside Village Application # 2005-31C
Developer/Principal: (“Developer”):	Lakeside Village Development Ltd., LLC
Number of Units: 103	Location: Volusia
Type: apartment; duplex/triplex	Set Aside: 18% @ 30% AMI 82% @ 60% AMI
Demographics: Family	Housing Credits: \$1,080,000

1. Background

- a) During the 2005 Universal Cycle, Lakeside Village Development Ltd., LLC, (“Petitioner”) applied for and was awarded competitive low-income housing tax credits (“Housing Credits”) to finance the construction of Lakeside Village (the “Development”) located in Volusia County.
- b) On August 21, 2007, Florida Housing received a “Petition for Variance/Waiver from Florida Administrative Code Rule 67-48.004(14)(g)⁴” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit D](#).
- c) Rule 67-48.004(14), Florida Administrative Code (2005), provides in pertinent part:

Notwithstanding any other provision of these Rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application Deadline. Failure to submit these items in the Application at the time of the Application Deadline shall result in rejection of the Application without opportunity to submit additional information. Any attempted changes to these items will not be accepted. Those items are as follows:

- (e) Site for the Development.
- d) Petitioner requests a variance or waiver to the above provision. Subsequent to the submission of the legal description of the Development as part of Petitioner’s application demonstrating site control, Petitioner revised its development plan by segregating its rental units from its homeownership units. This change prompted the City of Daytona Beach to request Petitioner to provide a revised legal description for the development site. The revised legal description for the site containing rental units is now a subset of the original legal description and is no longer identical to the one submitted with Petitioner’s application.
- e) On August 31, 2007, the Notice of the Petition was published in Volume 33, Number 35, of the [Florida Administrative Weekly](#). Florida Housing received no comments regarding the Petition.

⁴ Petitioner requested relief from Rule 67-48.004(14)(e), F.A.C., in the body of its Petition. This appears to be a typographical error.

LEGAL

Consent

2. Present Situation

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

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

- b) Petitioner has demonstrated that neither the location of the Development nor its Tie-Breaker Measurement Point ("TBMP") will be changed. Thus, Petitioner will obtain no advantage over the other applicants from the Universal Cycle should Florida Housing grant its request.
- c) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness in that unless the petition is granted, Petitioner will not be able to complete construction of the Development and Petitioner will not be able to meet its placed in service deadline. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

3. Recommendation

Staff recommends the Board **GRANT** the Petitioner's request for a waiver of Rule 67-48.004(14)(e), to allow Petitioner to change the legal description of its Development for the purpose of segregating its rental units from its homeownership units.

LEGAL

Consent

E. In Re: Pine Haven Housing, Ltd., LLLP - FHFC Case No. 2007-042VW

Development Name: (“Development”):	Pine Haven Application # 2004-143C
Developer/Principal: (“Developer”):	Pine Haven Housing, Ltd., LLLP
Number of Units: 136	Location: Volusia
Type: apartment; duplex/triplex	Set Aside: 13% @ 30% 87% @ 60%
Demographics: Family	
	Housing Credits: \$1,000,000

1. Background

- a) During the 2004 Universal Cycle, Pine Haven Housing, Ltd., LLLP, (“Petitioner”) applied for and was awarded competitive low-income housing tax credits (“Housing Credits”) to finance the construction of Pine Haven (the “Development”) located in Volusia County.
- b) On August 21, 2007, Florida Housing received a “Petition for Variance/Waiver from Florida Administrative Code Rule 67-48.004(14)(g)⁵” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit E](#).
- c) Rule 67-48.004(14), Florida Administrative Code (2004), provides in pertinent part:

Notwithstanding any other provision of these Rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application Deadline. Failure to submit these items in the Application at the time of the Application Deadline shall result in rejection of the Application without opportunity to submit additional information. Any attempted changes to these items will not be accepted. Those items are as follows:

- (e) Site for the Development.
- d) Petitioner requests a variance or waiver to the above provision. Subsequent to the submission of the legal description of the Development as part of Petitioner’s application demonstrating site control, Petitioner revised its development plan by segregating its rental units from its homeownership units. This change prompted the City of Daytona Beach to request Petitioner to provide a revised legal description for the development site. The revised legal description for the site containing rental units is now a subset of the original legal description and is no longer identical to the one submitted with Petitioner’s application.
- e) On August 31, 2007, the Notice of the Petition was published in Volume 33, Number 35, of the [Florida Administrative Weekly](#). Florida Housing received no comments regarding the Petition.

⁵ Petitioner requested relief from Rule 67-48.004(14)(e), F.A.C., in the body of its Petition. This appears to be a typographical error.

LEGAL

Consent

2. Present Situation

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

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

- b) Petitioner has demonstrated that neither the location of the Development nor its Tie-Breaker Measurement Point ("TBMP") will be changed. Thus, Petitioner will obtain no advantage over the other applicants from the Universal Cycle should Florida Housing grant its request.
- c) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness in that unless the petition is granted, Petitioner will not be able to complete construction of the Development and Petitioner will not be able to meet its placed in service deadline. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

3. Recommendation

Staff recommends the Board **GRANT** the Petitioner's request for a waiver of Rule 67-48.004(14)(e), to allow Petitioner to change the legal description of its Development for the purpose of segregating its rental units from its homeownership units.

LEGAL

Consent

F. In re: The Villages at Halifax Housing, Ltd., LLLP - FHFC Case No. 2007-040VW

Development Name: ("Development"):	The Villages at Halifax Application # 2005-015C
Developer/Principal: ("Developer"):	The Villages at Halifax Housing, Ltd., LLLP
Number of Units: 71	Location: Volusia County
Type: apartment; duplex/triplex	Set Aside: 18 % @ 30%; 82% @ 60%
Demographics: Family	Allocated Amount: n/a
MMRB: n/a	Housing Credits: \$772,196

1. Background

- a) During the 2005 Universal Cycle, The Villages at Halifax Housing, Ltd., LLLP, ("Petitioner") applied for and was awarded competitive low-income housing tax credits ("Housing Credits") to finance the construction of The Villages at Halifax (the "Development") located in Volusia County.
- b) On August 21, 2007, Florida Housing received a "Petition for Variance/Waiver from Florida Administrative Code Rule 67-48.004(14)(g)"⁶ ("Petition") from Petitioner. A copy of the Petition is attached as [Exhibit F](#).
- c) Rule 67-48.004(14), Florida Administrative Code (2005), provides in pertinent part:

Notwithstanding any other provision of these Rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application Deadline. Failure to submit these items in the Application at the time of the Application Deadline shall result in rejection of the Application without opportunity to submit additional information. Any attempted changes to these items will not be accepted. Those items are as follows:

- (e) Site for the Development
- d) Petitioner requests a variance or waiver to the above provision. Subsequent to the submission of the legal description of the Development as part of Petitioner's application demonstrating site control, Petitioner revised its development plan by segregating its rental units from its homeownership units. This change prompted the City of Daytona Beach to request Petitioner to provide a revised legal description for the development site. The revised legal description for the site containing rental units is now a subset of the original legal description and is no longer identical to the one submitted with Petitioner's application.
- e) On August 31, 2007, the Notice of the Petition was published in Volume 33, Number 35, of the [Florida Administrative Weekly](#). Florida Housing received no comments regarding the Petition.

⁶ Petitioner requested relief from Rule 67-48.004(14)(e), F.A.C., in the body of its Petition. This appears to be a typographical error.

LEGAL

Consent

2. Present Situation

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

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

- b) Petitioner has demonstrated that neither the location of the Development nor its Tie-Breaker Measurement Point ("TBMP") will be changed. Thus, Petitioner will obtain no advantage over the other applicants from the Universal Cycle should Florida Housing grant its request.
- c) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness in that unless the petition is granted, Petitioner will not be able to complete construction of the Development and Petitioner will not be able to meet its placed in service deadline. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

3. Recommendation

Staff recommends the Board **GRANT** the Petitioner's request for a waiver of Rule 67-48.004(14)(e), to allow Petitioner to change the legal description of its Development for the purpose of segregating its rental units from its homeownership units.

LEGAL

Consent

G. In Re: Sea Grape II, Ltd. - FHFC Case No. 2007-058VW

Development Name: (“Development”):	Sea Grape II Application No. 2006-126CS
Developer/Principal: (“Developer”):	Sea Grape II Development, LLC (sole member is Carlisle Dev Group, LLC)
Number of Units: 28	Location: Monroe County, FL
Type: Midrise	Set Aside: 20% at 30% AMI 80% at 60% AMI
Demographics: Family	SAIL: \$ 1,960,000 HC: \$700,000

1. Background

- a) During the 2007 Universal Cycle, Sea Grape II, Ltd. (“Petitioner”) applied for and was awarded State Apartment Incentive Loan (“SAIL”) and Housing Credits (“HC”) to finance the construction of Sea Grape II (the “Development”) located in Monroe County, Florida.
- b) On September 25, 2007, Florida Housing received a “Petition for Waiver of Rule 67-48.004(14)(e) to Change the Site of the Sea Grape II Development” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit G](#).
- c) Rule 67-48.004(14)(e), F.A.C. (2007), provides in pertinent part:

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

Those items are as follows:

- (e) Site for the Development;
- d) The Development at issue herein is phase one of a two-phase Development⁷. Petitioner contends that in its original Application, it submitted a legal description which encompassed both phases of the two phase development. Petitioner has requested a waiver of the above rule to allow Petitioner to separate and carve out this Development’s legal description from the entire two-phase project.
- e) On October 5, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.

⁷ Applicant Sea Grape Apartments, Ltd. received funding in application number 2006-077CS in the 2006 Universal Cycle to develop phase one. An Order Granting Waiver of Rule 67-48.004(14)(e), F.A.C. (2006) for Sea Grape Apartments, Ltd. was executed by the Board on September 21, 2007.

LEGAL

Consent

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

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

- g) Petitioner has demonstrated that neither the location of the Development nor its Tie-Breaker Measurement Point (“TBMP”) will be changed. Thus, Petitioner will obtain no advantage should Florida Housing grant its request.
- h) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. Recommendation

Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.004(14)(e), to allow Petitioner to change the legal description of its Development for the purpose of separating the legal descriptions of the two phases of the project.

LEGAL

Consent

H. In Re: Golden Acres Redevelopment Phase II, Ltd. - FHFC Case No. 2007-038VW

Development Name: (“Development”):	Golden Villas Application No. 2006-322HR
Developer/Principal: (“Developer”):	Pinnacle Housing Group, LLC
Number of Units: 120	Location: Broward
Type: Garden Apartments	Set Aside: 25% at 30% AMI 75% at 60% AMI
Demographics: Family	RRLP: \$10,000,000

1. Background

- a) During the 2006 Rental Recovery Loan Program (“RRLP”) Cycle, Golden Acres Redevelopment Phase II, Ltd. (“Petitioner”) applied for Rental Recovery Loan Program funds to finance the construction of Golden Square (the “Development”), a 120-unit apartment development in Broward County, Florida.
- b) On August 17, 2007, Florida Housing received a “Petition for a Waiver of Part II.A.2.a.(1) of the Rental Recovery Loan Program Application Instructions to Change Petitioner’s Ownership Structure” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit H](#).
- c) The 2006 RRLP Application Instructions at Part II.A.2.a.(1)⁸, provides in pertinent part:

...The Applicant Entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material change (33.3% or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in ownership structure of the named Applicant prior to this time shall result in disqualification from receiving an allocation and shall be deemed a material misrepresentation. Changes after loan closing require Board approval.

- d) The Housing Authority of Pompano Beach Affordable Housing Corporation (the “Authority”) is a co-general partner of the Applicant entity⁹. The Investor, MMA Financial, Inc. (the “Limited Partner”) requests that the Authority’s ownership interest in the Applicant entity be transferred to its wholly-owned, for-profit subsidiary, HAPB-Golden Villas in order to avoid negative tax consequences to the Limited Partner. Petitioner asserts that these tax consequences to the Limited Partner would adversely affect the Development by reducing the equity contribution by the Limited Partner.
- e) On August 31, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.

⁸ Rule 67ER06-27(1)(a) adopts and incorporates the RRLP Application instructions as rules.

⁹ Applicant does not request any change in the other co-general partner, PHG-Golden Acres II, LLC.

LEGAL

Consent

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

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

- g) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. **Recommendation**

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Part II.A.2.a.(1) of the 2006 RRLP Application Instructions to permit Petitioner's co-general partner, the Housing Authority of Pompano Beach, to transfer its ownership interest in the Applicant entity to HAPB-Golden Villas, its wholly-owned subsidiary.

LEGAL

Consent

I. In Re: Golden Acres Redevelopment, Ltd. - FHFC Case No. 2007-037VW

Development Name: (“Development”):	Golden Square Application No. 2006-043C
Developer/Principal: (“Developer”):	Pinnacle Housing Group, LLC
Number of Units: 182	Location: Broward
Type: Garden Apartments	Set Aside: 15% at 30% AMI 85% at 60% AMI
Demographics: Family	HC: \$2,435,000

1. Background/Present Situation

- a) During the 2006 Universal Cycle, Golden Acres Redevelopment, Ltd. (“Petitioner”) applied for Low Income Housing Tax Credits (“HC”) to finance the construction of Golden Square (the “Development”), a 182-unit apartment development in Broward County, Florida.
- b) On August 17, 2007, Florida Housing received a “Petition for a Waiver of Part II.A.2.a.(1) of the Universal Application Instructions to Change Petitioner’s Ownership Structure” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit I](#).
- c) The 2006 Universal Cycle Application Instructions at Part II.A.2.a.(1), provides in pertinent part:

...Replacement of the Applicant or a material change (33.3% of more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in ownership structure of the named Applicant prior to this time shall result in disqualification from receiving an allocation and shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership will not result in disqualification.
- d) The Housing Authority of Pompano Beach Affordable Housing Corporation (the “Authority”) is a co-general partner of the Applicant entity¹⁰. The Investor, MMA Financial, Inc. (the “Limited Partner”) requests that the Authority’s ownership interest in the Applicant entity be transferred to its wholly-owned, for-profit subsidiary, HAPB-Golden Square in order to avoid negative tax consequences to the Limited Partner. Petitioner asserts that these tax consequences to the Limited Partner would adversely affect the Development by reducing the equity contribution by the Limited Partner.
- e) On August 31, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has not received any comments concerning the Petition.

¹⁰ Applicant does not request any change in the other co-general partner, PHG-Golden Acres, LLC.

LEGAL

Consent

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

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

- g) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. **Recommendation**

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Part II.A.2.a.(1) of the 2006 Universal Application Instructions to permit Petitioner's co-general partner, the Housing Authority of Pompano Beach, to transfer its ownership interest in the Applicant entity to HAPB-Golden Square, its wholly-owned subsidiary.

LEGAL

Consent

J. In Re: Palafox Landing, Ltd. - FHFC Case No. 2007-054VW

Development Name: (“Development”):	Palafox Landing Application # 2006-035C
Developer/Principal: (“Developer”):	Greater Miami Neighborhoods/Community Enterprise Investments, Inc.
Number of Units: 96	Location: Escambia
Type: Garden Apartments	Set Aside: 15% @ 35% AMI 85% @ 60% AMI
Demographics: Family	
	Housing Credits: \$998,400.00

1. Background

- a) During the 2006 Universal Cycle, Palafox Landing, Ltd., (“Petitioner”) applied for and was awarded competitive low-income housing tax credits (“Housing Credits”) to finance the construction of Palafox Landing (the “Development”) located in Escambia County.
- b) On September 25, 2007, Florida Housing received a “Petition for Waiver of Rule 67-48.004(14) and Rule 67-48.004(1)(a) and Part II.A.2.A.(1) of the Universal Application Instructions for a Change in the Identity of the Petitioner’s Developer and the Petitioner’s Ownership Structure; Petition for Waiver of Rule 67-48.002(83)[sic] and Section 10[sic] of the 2006[sic] Qualified Allocation Plan”. On October 8, 2007, Petitioner submitted an Amended Petition to correct citation errors and to clarify the relief requested. Copies of the Petition and Amended Petition are attached as [Exhibits J](#) and [K](#).
- c) Rule 67-48.004(1)(a), Florida Administrative Code (2006), provides in pertinent part:
 - (1) When submitting an Application, Applicants must utilize the Universal Application in effect at the Application Deadline.
 - (a) The Universal Application Package or UA1016 (Rev. 1-06) is adopted and incorporated herein by reference and consists of the forms and instructions, obtained from the Corporation, for a fee, at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or available, without charge, on the Corporation’s Website under the 2006 Universal Application link labeled Instructions and Application, which shall be completed and submitted to the Corporation in accordance with this rule chapter in order to apply for the SAIL, HOME, HC, or SAIL and HC Program(s).
- d) Rule 67-48.004(14), Florida Administrative Code (2006), provides in pertinent part:

LEGAL

Consent

(14) Notwithstanding any other provision of these rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application Deadline. Failure to submit these items in the Application at the time of the Application Deadline shall result in rejection of the Application without opportunity to submit additional information. Any attempted changes to these items will not be accepted. Those items are as follows:

...(b) Identity of each Developer, including all co-Developers;

- e) Part II.A.2.a.(1), of the 2006 Universal Application Instructions provides in pertinent part:

If applying for HC, the Applicant must be a limited partnership (including a limited liability limited partnership) or a limited liability company. The Applicant entity shall be the recipient of the Housing Credits and cannot be changed until after a Final Housing Credit Allocation has been issued. Replacement of the Applicant or a material change (33.3% or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to this time shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership will not result in disqualification.

- f) Section 11 of the 2007 Qualified Allocation Plan, provides in pertinent part:

Notwithstanding any other provision of this QAP, 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, 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 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 allocated such housing credits to the Applicant for the year after the year in which otherwise required to be placed in service, provided the following conditions have been met: the sponsor must have provided written notice to the Corporation via Certified Mail, describing the circumstances, all remedial measures attempted by the Applicant to mitigate the delay, and any other pertinent information, prior to returning the allocation; the Executive Director must find and determine that the delay was caused by circumstances beyond the Applicant's control, that the sponsor exercised due diligence in seeking to resolve the circumstances causing the delay, that the development in all respects, except time placed in service, still meets the conditions upon which the Housing Credits were originally allocated, and that the Development is still desirable in terms of meeting affordable housing needs.

LEGAL

Consent

- g) Petitioner requests a variance or waiver to the above provisions to allow Greater Miami Neighborhoods, Inc. to withdraw as co-Developer of the project and also for its wholly-owned subsidiary, GMN Palafox, Inc., to withdraw as co-General Partner of the Development. The result of the requested change would leave Community Enterprise Investments, Inc. as the sole Developer and CEII Palafox, Inc. as the sole General Partner (a 0.01% interest) of the Applicant entity.
- h) On October 5, 2007, the Notice of the Petition was published in Volume 33, Number 40, of the Florida Administrative Weekly. Florida Housing received no comments regarding the Petition.

2. Present Situation

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

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- b) Petitioner has demonstrated that Greater Miami Neighborhoods, Inc. and GMN Palafox, Inc., its wholly owned subsidiary are experiencing financial and operational difficulties and are in the process of reorganizing and/or winding down its business operations, and therefore is unable to fulfill its obligations to the Development.
- c) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness in that unless the petition is granted, Petitioner will not be able to complete construction of the Development in a timely and cost-efficient manner. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

3. Recommendation

Staff recommends the Board **GRANT** the Petitioner's request for a waiver of Rules 67-48.004(14), 67-48.004(1)(a), Florida Administrative Code (2006), and Part II.A.2.A.(1) of the 2006 Universal Application Instructions to allow Petitioner to change its ownership and developer structure by allowing Greater Miami Neighborhoods, Inc. to withdraw as co-Developer and GMN Palafox, Inc. to withdraw as co-General Partner. Further, Staff recommends the Board **GRANT** the Petitioner's request for a variance from the requirements of Section 11 of the 2007 Qualified Allocation Plan, only to the extent that Petitioner shall be permitted to return its 2006 Housing Credit allocation now, rather than wait to the last calendar quarter of 2008, and to receive an allocation of 2008 Housing Credits rather than a reservation of 2009 Housing Credits. Petitioner's new placed-in-service deadline shall be December 31, 2009.

LEGAL

Consent

K. In Re: BHG-79th St., LLC - FHFC Case No. 2007-055VW

Development Name: (“Development”):	Villa Patricia Application No. 2005-053C
Developer/Principal: (“Developer”):	Carlisle Dev. Group, LLC Biscayne Housing Group, LLC
Number of Units: 160	Location: Miami-Dade County, FL
Type: Highrise	Set Aside: 18% at 30% AMI 82% at 60% AMI
Demographics: Elderly	HC: 2,368,500 SAIL RFP: \$1,800,000 (Hurricane Wilma)

1. Background/Present Situation

- a) During the 2005 Universal Cycle, BHG-79th St., LLC (“Petitioner”) applied for and was awarded Housing Credits (“HC”) to finance the construction of Villa Patricia (the “Development”) located in Miami-Dade County, Florida¹¹.
- b) On September 25, 2007, Florida Housing received a “Petition for Waiver of Rule 67-48.004(14)(e) to Change the Site of the Villa Patricia Development” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit L](#).
- c) Rule 67-48.004(14)(e), F.A.C. (2005), provides in pertinent part:

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

Those items are as follows:

- (e) Site for the Development;
- d) The Development at issue herein is phase one of a three-phase project¹². Petitioner contends that in its original Application, it submitted a legal description which encompassed all phases of the three phase development. Petitioner has requested a waiver of the above rule to allow Petitioner to separate and carve out this project’s legal description from the entire three-phase project.
- e) On October 5, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.

¹¹ Petitioner also applied for subsequent funding after Hurricane Wilma in RFP 2006-04. Petitioner was awarded a preliminary commitment of \$1,800,000.

¹² Villa Patricia Phase II, LLC (2006-060C) and Villa Patricia III, LLC (2006-348CHR) have filed Petitions for waiver of Rule 67-48.004(14)(e) contemporaneously with this Petition.

LEGAL

Consent

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

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

- g) Petitioner has demonstrated that neither the location of the Development nor its Tie-Breaker Measurement Point (“TBMP”) will be changed. Thus, Petitioner will obtain no advantage should Florida Housing grant its request. Also, the requested change would not have impacted the scoring of Petitioner’s request for Wilma Go-Zone SAIL RFP Funding.
- h) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. **Recommendation**

Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.004(14)(e), to allow Petitioner to change the legal description of its Development for the purpose of separating the legal descriptions of the three phases of the project.

LEGAL

Consent

L. In Re: Villa Patricia Phase II, LLC - FHFC Case No. 2007-057VW

Development Name: (“Development”):	Villa Patricia II Application No. 2006-060C
Developer/Principal: (“Developer”):	Villa Patricia II Dev. Group, LLC (principal is principal of Carlisle Dev. Group, LLC)
Number of Units: 125	Location: Miami-Dade County, FL
Type: Highrise	Set Aside: 15% at 33% AMI 85% at 60% AMI
Demographics: Elderly	HC: 2,435,000

1. Background/Present Situation

- a) During the 2006 Universal Cycle, Villa Patricia Phase II, LLC (“Petitioner”) applied for and was awarded Housing Credits (“HC”) to finance the construction of Villa Patricia II (the “Development”) located in Miami-Dade County, Florida.
- b) On September 25, 2007, Florida Housing received a “Petition for Waiver of Rule 67-48.004(14)(e) to Change the Site of the Villa Patricia II Development” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit M](#).
- c) Rule 67-48.004(14)(e), F.A.C. (2006), provides in pertinent part:

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

Those items are as follows:

- (e) Site for the Development;
- d) The Development at issue herein is phase one of a three-phase project¹³. Petitioner contends that in its original Application, it submitted a legal description which encompassed all phases of the three phase development. Petitioner has requested a waiver of the above rule to allow Petitioner to separate and carve out their project’s legal description from the entire three-phase project.
- e) On October 5, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.
- f) Section 120.542(2), Florida Statutes provides in pertinent part:

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

¹³ BHG 79th St., LLC (2006-053C) and Villa Patricia III, LLC (2006-348CHR) have filed Petitions for waiver of this Rule contemporaneously with this Petition.

LEGAL

Consent

- g) Petitioner has demonstrated that neither the location of the Development nor its Tie-Breaker Measurement Point (“TBMP”) will be changed. Thus, Petitioner will obtain no advantage should Florida Housing grant its request.
- h) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. **Recommendation**

Staff recommends the Board **GRANT** Petitioner’s request for a waiver of Rule 67-48.004(14)(e), to allow Petitioner to change the legal description of its Development for the purpose of separating the legal descriptions of the three phases of the project.

LEGAL

Consent

M. In Re: Villa Patricia Phase III, LLC - FHFC Case No. 2007-056VW

Development Name: (“Development”):	Villa Patricia III Application No. 2006-348CHR
Developer/Principal: (“Developer”):	Villa Patricia III Dev. Group, LLC (principal is principal of Carlisle Dev. Group, LLC)
Number of Units: 89	Location: Miami-Dade County, FL
Type: Highrise	Set Aside (RRLP): 15% at 33% AMI 85% at 60% AMI Set Aside (HC): 100% at 60%
Demographics: Family	HC: \$2,435,000 RRLP: \$5,000,000

1. Background/Present Situation

- a) During the 2006 Rental Recovery Loan Program (“RRLP”) Cycle, Villa Patricia Phase III, LLC (“Petitioner”) applied for and was awarded RRLP funds and Housing Credits (“HC”) to finance the construction of Villa Patricia III (the “Development”) located in Miami-Dade County, Florida.
- b) On September 25, 2007, Florida Housing received a “Petition for Waiver of Rule 67ER06-27(14)(e) to Change the Site of the Villa Patricia III Development” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit N](#).
- c) Rule 67ER06-27(14)(e), F.A.C. (2006), provides in pertinent part:

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

Those items are as follows:

- (e) Site for the Development;
- d) The Development at issue herein is phase one of a three-phase project¹⁴. Petitioner contends that in its original Application, it submitted a legal description which encompassed all phases of the three phase development. Petitioner has requested a waiver of the above rule to allow Petitioner to separate and carve out their project’s legal description from the entire three-phase project.
- e) On October 5, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.

¹⁴ BHG-79th St., LLC (2005-053C) Villa Patricia Phase II, LLC (2006-060C) have filed Petitions for waiver of Rule 67-48.004(14)(e) contemporaneously with this Petition.

LEGAL

Consent

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

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

- g) Petitioner has demonstrated that neither the location of the Development nor its Tie-Breaker Measurement Point ("TBMP") will be changed. Thus, Petitioner will obtain no advantage should Florida Housing grant its request.
- h) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. Recommendation

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rule 67ER06-27(14)(e), to allow Petitioner to change the legal description of its Development for the purpose of separating the legal descriptions of the three phases of the project.

LEGAL

Consent

N. In Re: Salt Creek Apartments, Ltd. - FHFC Case No. 2007-050VW

Development Name: (“Development”):	Salt Creek Apartments Application No. 98S-006
Developer/Principal: (“Developer”):	Boley Centers for Behavioral Health Care, Inc.
Number of Units: 18	Location: Pinellas
Type: Multi-family Rental	Set Aside:
Demographics: Large Family-Urban Infill	SAIL: \$245,583.00

1. Background/Present Situation

- a) During the 1997 Universal Cycle, Salt Creek Apartments, Ltd. (“Petitioner”) applied for and was awarded a State Apartment Incentive Loan (“SAIL”) to finance the construction of Salt Creek Apartments (the “Development”) located in Pinellas County, Florida.
- b) On September 24, 2007, Florida Housing received a “Petition Requesting Variance From Rules F.A.C. 67-48.010(4) or (5)[2001]¹⁵” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit O](#).
- c) Rule 67-48.010(5), Florida Administrative Code (2001) provides in pertinent part:

(5) If the SAIL loan is secured by a first mortgage lien, each year, subject to the provisions of paragraph (6) below, Development Case Flow shall be applied to pay the following items in order of priority:

- (a) First mortgage fees and base interest payment on SAIL loan balance equal to 1% on the 3% loan as stated in (3)(a) above and equal to 3% on the 9% loan as stated in (3)(b) above over the life of the SAIL loan;
- (b) Development Expenses on the SAIL loan;
- (c) Any other unpaid SAIL interest deferred from current and previous years;
- (d) Mandatory payment on subordinate mortgages;
- (e) 12% Return on Equity to Applicant;
- (f) Any unpaid Return on Equity deferred from previous years; and
- (g) Remaining monies to be equally divided between the Applicant and the Corporation with the Corporation receiving no more than the stated interest rate on the SAIL loan. After the full SAIL loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

¹⁵ Petitioner requests a variance of Rule 67-48.010(4) and (5). However, Subsection (4) applies only to SAIL loans which are subordinate to a first mortgage. Petitioner’s SAIL loan is in first mortgage position, therefore only Subsection (5) applies to Petitioner.

LEGAL

Consent

- d) Petitioner has requested waiver of the above Rule to allow the deferral of the accrued and unpaid interest for the years 2001 through 2004 (\$29,458.77) to be paid at the maturity of the loan.
- e) On October 5, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.
- f) Section 120.542(2), Florida Statutes provides in pertinent part:

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

- g) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness because the Servicer neglected to bill Petitioner for interest accruing in the years 2001 through 2004. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute by allowing Petitioner to continue to provide affordable housing to very low income persons while deferring the interest to the maturity of the SAIL loan.
- h) Staff believes that under these circumstances, where the Servicer neglected to bill Petitioner for interest from 2001 through 2004, that deferral of the unpaid interest accrued during these years is appropriate.

2. **Recommendation**

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Rule 67-48.010(5), to allow Petitioner to defer payment of the accrued and unpaid interest for the years 2001 through 2004 (\$29,458.77) until the maturity of the SAIL loan.

LEGAL

Consent

O. In Re: Highland Gardens Development, Ltd. - FHFC Case No. 2007-043VW

Development Name: (“Development”):	Highland Gardens, Phase II Application No. 2006-041C
Developer/Principal: (“Developer”):	Pinnacle Housing Group/Broward Co. Housing Authority
Number of Units: 100	Location: Broward
Type: Garden Apartments	Set Aside: 15% at 30% AMI 85% at 60% AMI
Demographics: Elderly	HC: \$1,500,000.00

1. Background/Present Situation

- a) During the 2006 Universal Cycle, Highland Gardens Development, Ltd. (“Petitioner”) applied for and was awarded Housing Credits (“HC”) to finance the construction of Highland Gardens, Phase II (the “Development”) located in Broward County, Florida
- b) On August 21, 2007, Florida Housing received a “Petition for Waiver of Part III.D.1.f of the 2006 Universal Application Instructions to Provide Specific Features in Units Developed for Elderly Residents” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit P](#).
- c) The 2006 Universal Application Instructions¹⁶ at Part III.D.1.f., provides in pertinent part:

In order for a proposed Development to be classified as Elderly (ALF or non-ALF), the Development must meet the following requirements...

(g) The Applicant must provide the following features in specified percentages of all units in new construction (NC) and Rehabilitation/Substantial Rehabilitation (SR) Developments.

The requirement to provide the following features is in addition to the features committed to by the Applicant in the Construction Features and amenities section of the Application....

Tight-napped Berber-type carpet...

- d) Petitioner has requested a waiver of the above rule to allow Petitioner to install Non-skid ceramic tile flooring instead of the tight-napped Berber-type carpet. Petitioner asserts that the non-skid ceramic tile flooring will provide greater mobility by elderly individuals who rely on walkers, wheelchairs and other forms of ambulatory assistance. Furthermore, Petitioner contends that its proposed non-skid ceramic tile flooring is easier to maintain and relatively less problematic for allergic and respiratory ailments, as carpet is prone to accumulation of dust, molds, and other pollutants.

¹⁶ Rule 67-48.004(1)(a), F.A.C. (2006) adopts and incorporates the Universal Application Package and its contents, including, without limitation, the Universal Application Instructions.

LEGAL

Consent

- e) The requested change would neither affect the scoring of Petitioner's application nor allow Petitioner to gain an unfair advantage over other applicants.
- f) On August 31, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.
- g) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- h) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. Recommendation

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Part III.D.1.f of the 2006 Universal Application Instructions, to allow Petitioner to install non-skid, ceramic tile flooring in lieu of the required tight-napped Berber-type carpet, with the additional condition that the non-skid, ceramic tile must also be non-glossy.

LEGAL

Consent

P. In Re: Friendship Tower, Ltd. - FHFC Case No. 2007-044VW

Development Name: (“Development”):	Friendship Tower Application No. 2006-330CHR
Developer/Principal: (“Developer”):	Pinnacle Housing Group, LLC
Number of Units: 92	Location: Miami-Dade
Type: High-rise	Set Aside: 25% at 33% AMI 75% at 60% AMI
Demographics: Elderly	RRLP: \$4,000,000 HC: \$2,435,000

1. Background/Present Situation

- a) During the 2006 Universal Cycle, Friendship Tower, Ltd. (“Petitioner”) applied for and was awarded Rental Recovery Loan Program (“RRLP”) and Housing Credits (“HC”) to finance the construction of Friendship Tower (the “Development”) located in Miami-Dade County, Florida.
- b) On August 21, 2007, Florida Housing received a “Petition for Waiver of Part III.D.1.f. of the 2006 Rental Recovery Loan Program Application Instructions’ Requirement to Provide Specific Features in Units Developed for Elderly Residents” (“Petition”) from Petitioner. A copy of the Petition is attached as [Exhibit Q](#).
- c) The 2006 RRLP Application Instructions¹⁷ at Part III.D.1.f., provides in pertinent part:

In order for a proposed Development to be classified as Elderly (ALF or non-ALF), the Development must meet the following requirements...

(h) The Applicant must provide the following features in specified percentages of all units in new construction (NC) and Rehabilitation/Substantial Rehabilitation (SR) Developments.

The requirement to provide the following features is in addition to the features committed to by the Applicant in the Construction Features and amenities section of the Application....

Tight-napped Berber-type carpet...

¹⁷ Rule 67ER06-27(1)(a), F.A.C. (2006), adopts and incorporates the RRLP Application Package and its contents, including, without limitation, the RRLP Application Instructions.

LEGAL

Consent

- d) Petitioner has requested a waiver of the above rule to allow Petitioner to install Non-skid ceramic tile flooring instead of the tight-napped Berber-type carpet. Petitioner contends that the non-skid ceramic tile flooring will provide greater mobility by elderly individuals who rely on walkers, wheelchairs and other forms of ambulatory assistance. Furthermore, Petitioner contends that its proposed non-skid ceramic tile flooring is easier to maintain and relatively less problematic for allergic and respiratory ailments, as carpet is prone to accumulation of dust, molds, and other pollutants.
- e) The requested change would neither affect the scoring of Petitioner's application nor allow Petitioner to gain an unfair advantage over other applicants.
- f) On August 31, 2007, the Notice of Petition was published in the Florida Administrative Weekly. To date, Florida Housing has received no comments concerning the Petition.
- g) Section 120.542(2), Florida Statutes provides in pertinent part:

Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness.
- h) Petitioner has demonstrated that strict application of the above Rule under these circumstances would cause substantial hardship to Petitioner and violate the principles of fairness. Petitioner has further demonstrated that permitting this change in Development would also serve the underlying purpose of the statute.

2. **Recommendation**

Staff recommends the Board **GRANT** Petitioner's request for a waiver of Part III.D.1.f of the 2006 RRLP Application Instructions, to allow Petitioner to install non-skid, ceramic tile flooring in lieu of the required tight-napped Berber-type carpet, with the additional condition that the non-skid, ceramic tile must also be non-glossy.

MULTIFAMILY BONDS

Consent

IV. MULTIFAMILY BONDS

A. Request Approval Of The Final Credit Underwriting Report For Spanish Trace Apartments

DEVELOPMENT NAME (“Development”):	Spanish Trace Apartments
DEVELOPER/PRINCIPAL (“Applicant”):	Spanish Trace Housing, Ltd./Spanish Trace GP, LLC/TRG Member, LLC/The Richman Group Development Corporation/Richard P. Richman
NUMBER OF UNITS:	120
LOCATION (“County”):	Hillsborough
TYPE (Rental, Homeownership):	Rental/Family (MMRB, SAIL and HC)
SET ASIDE:	85% @ 60% (MMRB) 100% @ 60% (SAIL & HC)
ALLOCATED AMOUNT:	\$8,000,000 of Tax-Exempt Bonds and \$4,000,000 SAIL

1. Background

Applicant submitted an application (“Application”) on behalf of the proposed Development during the 2005 Universal Cycle. Applicant applied for tax-exempt bonds in the amount of \$6,740,000 and SAIL funds in the amount of \$3,000,000 in order to construct the Development. The Applicant subsequently received a preliminary commitment for a loan from the SAIL program of up to \$1,000,000 from the 2006 Universal Application Cycle for a total amount of \$4,000,000. Additionally, the Applicant requested an additional \$1,260,000 in tax-exempt bonds for a total amount of \$8,000,000.

2. Present Situation

- a) While the current Program Rule does not prohibit changes or modifications of the proposed Development during credit underwriting, the Board has directed staff to advise it of any such changes.
- b) Total Development Costs have increased \$4,037,130 since the Application primarily due to increases in construction, financial costs and developer fee.
- c) The Application indicated there would be an Outside Recreational Facility - Volleyball court (2 points); however the Applicant has requested to instead provide: Two or more parking spaces per total number of units (1 point) and Laundry facilities with full size washers and dryers available in at least one common area on site (1 point).
- d) Since the time of Application, First Florida, LLC has replaced First Florida Building Corporation (“FFBC”) as the General Contractor. First Florida, LLC is a joint venture between Citrus Construction, Inc. and First Florida Building Corporation as well as a subsidiary of First Florida Industries. Citrus Construction, Inc. is a subsidiary of The Richman Group Development Corporation and FFBC. The credit underwriter believes this change should have no material impact on the proposed development.

MULTIFAMILY BONDS

Consent

- e) A Final Credit Underwriting Report dated October 12, 2007, is attached as [Exhibit A](#).

3. Recommendation

That the Board approve the recommendation of the Credit Underwriter outlined in the Final Credit Underwriting Report dated October 12, 2007 recommending that \$8,000,000 in bonds and \$4,000,000 in SAIL funds be issued for the purpose of constructing the Development, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

B. Request Approval Of The Final Credit Underwriting Report For Morris Court III Apartments

DEVELOPMENT NAME (“Development”):	Morris Court III Apartments
DEVELOPER/PRINCIPAL (“Applicant”):	Morris Court III, Ltd./Morris Court III, LLC/Morris Court III Development, LLC/Carlisle Development Group, LLC/ Lloyd J. Boggio
NUMBER OF UNITS:	50
LOCATION (“County”):	Escambia
TYPE (Rental, Homeownership):	Rental/Family (MMRB, RRLP and HC)
SET ASIDE:	85% @ 60% (MMRB) 15% @ 35% (RRLP) 85% @ 60% (RRLP) 100% @ 60% (HC)
ALLOCATED AMOUNT:	\$4,500,000 of Tax-Exempt Bonds and \$4,286,269 RRLP

1. Background

Applicant submitted an application (“Application”) on behalf of the proposed Development during the 2006 MMRB Supplemental Cycle. Applicant applied for Tax-Exempt Bonds in the amount of \$4,500,000 and \$5,520,000 in RRLP loans (consisting of \$5,000,000 base loan and \$520,000 supplemental loan for a total loan amount of \$5,520,000) in order to construct the Development.

2. Present Situation

- a) While the current Program Rule does not prohibit changes or modifications of the proposed Development during credit underwriting, the Board has directed staff to notify it of any such changes.
- b) The Bonds will be privately placed with PNC Bank, NA, rather than Bank of America NA, as stated in the Application. The Bond amount has decreased to \$4,000,000 during construction and will be paid off in full at conversion to the permanent phase.
- c) The Applicant was approved for a Hurricane Housing Recovery Program (“HHRP”) loan in the amount of \$1,000,000 from Escambia County. The HHRP loan will be closed simultaneously with the MMRB/RRLP loan closing.
- d) The Equity Limited Partner has changed from The Richmond Group Affordable Housing Corporation, as listed in the Application, to PNC Bank, N.A.
- e) The Applicant committed to provide a car care area but has requested a change to include a picnic area with hard cover permanent roof compatible with the Development, open on all sides, containing at least three permanent picnic tables with benches and an outdoor grill. The final plans and specifications will be amended to reflect the change.
- f) The Application specified that there would be six (6) buildings with dwelling units. Architectural plans reflect a single three-story building.

MULTIFAMILY BONDS

Consent

- g) The general contractor of the Development has changed from Rodda Construction, Inc. to Regions Contractors, Inc.
- h) The credit underwriter has determined that these changes have no material impact on their loan recommendation for this development.
- i) A Final Credit Underwriting Report dated October 11, 2007 is attached as [Exhibit B](#).

3. Recommendation

That the Board approve the recommendation of the Credit Underwriter outlined in the Final Credit Underwriting Report dated October 11, 2007, recommending that \$4,500,000 in tax-exempt bonds and \$4,286,269 in RRLP loan funds be issued for the purpose of constructing the Development, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

C. **Request Approval To Allocate \$4,155,000 In Tax-Exempt, Private Activity Bond Allocation To Riverwalk I Apartments**

DEVELOPMENT NAME (“Developments”):	Riverwalk I Apartments
DEVELOPER/PRINCIPAL (“Developers”):	Riverwalk I Preservation, LP/Riverwalk I Developer, LLC
NUMBER OF UNITS:	123
LOCATION (“Counties”):	Miami-Dade
TYPE (Rental, Homeownership):	Rental
SET ASIDE:	85% @ 60%
ALLOCATED AMOUNT:	\$4,155,000 Tax Exempt Bonds
ADDITIONAL COMMENTS: Award of bond allocation	

1. **Background**

As of December 29, 2006, the MMRB Program has approximately \$300,000,000 in tax-exempt, private activity bond allocation that is not committed to a specific multifamily development.

2. **Present Situation**

- a) The Development is a 2007 Supplemental MMRB Application (“Application”) to acquire and rehabilitate the development in Miami-Dade County.
- b) The rules governing the 2007 Supplemental MMRB Application cycle require an application to achieve a perfect score of sixty-six (66) points in order to be funded, which this development did achieve.

3. **Recommendation**

Approve the request to allocate \$4,155,000 in tax exempt, private activity bonds to the Development, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

D. Request Approval Of The Supplemental Letter To The Final Credit Underwriting Report For Boynton Bay Apartments

DEVELOPMENT NAME (“Development”):	Boynton Bay Apartments
DEVELOPER/PRINCIPAL (“Applicant”):	Boynton Bay, Ltd./Boynton Bay GP, LLC/Eric Weiner/Apollo Housing Capital, LLC
NUMBER OF UNITS:	240
LOCATION (“County”):	Palm Beach
TYPE (Rental, Homeownership):	Rental/Family (MMRB, SAIL and HC)
SET ASIDE:	85% @ 60% (MMRB) 100% @ 60% (SAIL & HC)
ALLOCATED AMOUNT:	\$17,690,000 of Tax-Exempt Bonds
ADDITIONAL COMMENTS: Request Approval of the Supplemental Letter to the Final Credit Underwriting Report (“CUR”)	

1. Background

- a) Applicant submitted an application (“Application”) on behalf of the proposed Development during the 2007 MMRB Supplemental Cycle. Applicant applied for tax-exempt bonds in the amount of \$17,690,000 in order to construct the Development.
- b) At the July 2007 Board Meeting, Florida Housing approved a Final Credit Underwriting Report for the Development.

2. Present Situation

- a) The Applicant, in a letter dated October 11, 2007 and attached as [Exhibit C](#), requested amendments to the CUR. The CUR reflected a 12 month interest only period during rehabilitation. The Applicant requested that they be allowed up to a full 30 month interest only period as allowed by the credit enhancer. The CUR provided for an assumption of a Small Business Administration Loan and a Florida Housing SAIL Loan, however, the Seller of the Development will payoff these loans. In connection with the payoff of the SAIL Loan the Applicant requested that a 1-acre parcel encumbered by both the SAIL LURA and the HC EUA be released, as the Applicant is not acquiring that parcel. The Applicant also agrees to an assumption of the SAIL LURA and HC EUA. The Applicant requests a change to the demographic commitment and designation selection from Elderly to Family and although the SAIL LURA originally contained the elderly commitment, which is expired, the Applicant desires to continue serving the elderly. The CUR provided for a Seller Note in the amount of \$3,661,726. The Applicant and Seller have agreed to change the amount up to \$4,442,392.
- b) The Credit Underwriter has reviewed the request and by letter, dated October 11, 2007, attached as [Exhibit D](#) recommends that Florida Housing approve the request.

MULTIFAMILY BONDS

Consent

3. **Recommendation**

That the Board approve the Supplemental Letter to the Final Credit Underwriting Report dated July 13, 2007 recommending that \$17,690,000 in bonds be issued for the purpose of constructing the Development, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and the appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

E. Request Approval To Amend The Multifamily Bond LURA For Heritage Pines Apartments

DEVELOPMENT NAME (“Development”):	Heritage Pines Apartments f/k/a Heritage Pointe Apartments
DEVELOPER/PRINCIPAL (“Applicant”):	Heritage Pointe Partners, Ltd/ The CED Companies/Alan H. Ginsburg
NUMBER OF UNITS:	340
LOCATION (“County”):	Hillsborough
TYPE (Rental, Homeownership):	Rental
SET ASIDE:	50% @ 60% (MMRB)
ALLOCATED AMOUNT:	\$15,465,000 of Tax-Exempt and Taxable Bonds
ADDITIONAL COMMENTS: Land Use Restriction Agreement (“LURA”) Amendment	

1. Background

- a) In 1999, Florida Housing financed the development with \$13,595,000 in tax-exempt bonds and \$1,870,000 in taxable bonds, for a total of \$15,465,000 in Bonds, designated as 1999 Series I-1 and 2 (the “Bonds”).
- b) On May 21, 2004, Florida Housing approved a First Amendment to the development LURA, which modified the ovens, the flooring, the siding and added icemakers to all units.
- c) On July 27, 2007, Florida Housing approved a Second Amendment to the development LURA, which allows the units in the development to have wall-to-wall carpeting with a pile weight of 26 oz. or greater.

2. Present Situation

- a) The Developer, in a letter dated September 26, 2007, attached as [Exhibit E](#), requests the LURA be amended to reflect that the residents’ mailboxes are located in the wall of the development’s clubhouse instead of two kiosks.
- b) The Credit Underwriter has reviewed the request and by letter, dated October 5, 2007, attached as [Exhibit F](#), recommends that Florida Housing approve the request.

3. Recommendation

That the Board approve the amendment to the LURA for the Development, subject to further approvals and verifications by the Credit Underwriter, Bond Counsel, Special Counsel, and appropriate Florida Housing staff.

MULTIFAMILY BONDS

Consent

F. **Request Approval Of The Method Of Bond Sale Recommendations From Florida Housing's Senior Financial Advisor For Desoto Towers And Casa Santa Marta Apartments**

1. **Background/Present Situation**

- a) The Credit Underwriter provided Final Credit Underwriting Reports for the proposed Developments below on February 21, 2007 and May 24, 2007. Florida Housing received Board approval for DeSoto Towers on March 16, 2007, and for Casa Santa Marta on June 22, 2007, pursuant to the recommendations of the Credit Underwriter and the appropriate Florida Housing staff.
- b) Pursuant to Rule 67-21.0045, F.A.C., staff requested reviews of the proposed bond structures by the Senior Financial Advisor in order to make recommendations to the Board for the method of bond sale.
- c) CSG Advisors prepared an analysis and recommendation for the method of bond sale for each of the Developments. The recommendation letters attached as [Exhibit G](#) recommended negotiated sale of the bonds. However staff's write-up of the recommendations listed the methods of sale as private placements.

Development Name	Location of Development	Number of Units	Method of Bond Sale
Casa Santa Marta	Sarasota	78	Negotiated
DeSoto Towers	Manatee`	204	Negotiated

2. **Recommendation**

That the Board approve the recommendations of the Senior Financial Advisor for the methods of bond sale for the negotiated sale of the bonds, for the respective Developments above.

MULTIFAMILY BONDS

Consent

G. Assignment Of Bond Underwriters And Structuring Agents

1. Background

- a) Pursuant to staff's request for approval to issue bonds to finance the construction of the proposed Developments referenced below, Final Credit Underwriting Reports are being presented to the Board for approval simultaneously with this request to assign the appropriate professionals to these transactions. Brief descriptions of the Developments are detailed below along with the Staff's recommendation for the assignments.
- b) Additionally, the Corporation's Senior Financial Advisor has prepared method of bond sale letters. Staff has reviewed the method of sale letters and Board approval is requested at the current meeting.

2. Present Situation

- a) The Credit Underwriters, the Senior Financial Advisor and Florida Housing staff have reviewed the financing structure for the proposed Developments.
- b) The Senior Financial Advisor's recommendations for the methods of bond sale are being presented to the Board at the current meeting during the Multifamily Mortgage Revenue Bond Program Update of items on the agenda.

3. Recommendation

That the Board approve the assignment of the recommended professionals as shown in the chart for the proposed Developments.

Development Name	Location of Development	Number of Units	Method of Bond Sale	Recommended Professional
Spanish Trace Apartments	Hillsborough	120	Negotiated Private Placement	Stern Brothers & Company
Morris Court III	Escambia	50	Negotiated Private Placement	Stern Brothers & Company

MULTIFAMILY BONDS

Consent

H. Request Approval Of The Method Of Bond Sale Recommendations From Florida Housing's Senior Financial Advisor

1. Background/Present Situation

- a) The Credit Underwriter has provided Final Credit Underwriting Reports for the proposed Developments below. Florida Housing seeks Board approval pursuant to the recommendations of the Credit Underwriter and the appropriate Florida Housing staff.
- b) Pursuant to Rule 67-21.0045, F.A.C., staff has requested a review of the proposed bond structures by the Senior Financial Advisor in order to make recommendations to the Board for the method of bond sale.
- c) TIBOR PARTNERS, Inc. has prepared an analysis and recommendation for the method of bond sale for the Developments. The recommendation letters are attached as [Exhibit H](#).

Development Name	Location of Development	Number of Units	Method of Bond Sale
Spanish Trace Apartments	Hillsborough	120	Negotiated Private Placement
Morris Court III	Escambia	50	Negotiated Private Placement

2. Recommendation

That the Board approve the recommendations of the Senior Financial Advisor for the method of bond sale for the above Developments.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

V. PREDEVELOPMENT LOAN PROGRAM (PLP)

A. Request Approval of a PLP Loan to Housing Assistance Corporation of Nassau County, Inc., a Not-For-Profit Entity, for St. Peter’s Square (PLP 05-107)

DEVELOPMENT NAME (“Development”):	St. Peter’s Square
APPLICANT/DEVELOPER (“Developer”):	Housing Assistance Corporation of Nassau County, Inc., a not-for-profit entity
NUMBER OF UNITS:	60
LOCATION (“County”):	Nassau County
TYPE:	Rental
SET ASIDE:	60% @ 60% AMI
PLP LOAN AMOUNT:	\$500,000

1. Background

- a) On October 30, 2006, Florida Housing Finance Corporation received a PLP application from the Applicant.
- b) On November 2, 2006, Florida Housing issued an Invitation to Participate in the PLP to the not-for-profit Developer. The Development will be located in Nassau County.

2. Present Situation

The TAP has approved the Development Plan and recommended a loan amount of \$500,000 for PLP eligible activities ([Exhibit A](#)), as well as assisted the Developer in preparing the Development Plan and budget ([Exhibit B](#)). Staff has reviewed the Development Plan and determined that all budget items are PLP eligible.

3. Recommendation

Approve the PLP Loan in the amount of \$500,000 to the Developer, a not-for-profit entity, for predevelopment expenses as recommended by the TAP and allow staff to issue the Commitment letter and commence with loan closing proceedings.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

B. Request Approval of a PLP Loan to Punta Gorda Housing Authority, a Public Housing Authority, for Taylor Road Homes (PLP 05-118)

DEVELOPMENT NAME (“Development”):	Taylor Road Homes
APPLICANT/DEVELOPER (“Developer”):	Punta Gorda Housing Authority, a Public Housing Authority
NUMBER OF UNITS:	9
LOCATION (“County”):	Charlotte County
TYPE:	Rental
SET ASIDE:	60% @ 60% AMI
PLP LOAN AMOUNT:	\$500,000
ADDITIONAL COMMENTS: The Applicant indicated on the application that 100% of the units will likely be provided @ 60% AMI or lower to qualifying elderly renters.	

1. Background

- a) On April 23, 2007, Florida Housing Finance Corporation received a PLP application from the Applicant.
- b) On May 17, 2007, Florida Housing issued an Invitation to Participate in the PLP to the not-for-profit Developer. The Development will be located in Charlotte County.

2. Present Situation

- a) The Technical Assistance Provider (TAP) has approved the Development Plan and recommended a loan amount of \$500,000 for PLP eligible activities ([Exhibit C](#)), as well as assisted the Developer in preparing the Development Plan and budget ([Exhibit D](#)). Staff has reviewed the Development Plan and determined that all budget items are PLP eligible.
- b) Additionally, \$320,000 of the recommended \$500,000 PLP loan is being requested for site acquisition. The Development requires credit underwriting to approve the site acquisition portion of the loan. Upon receipt of a positive recommendation, the Credit Underwriting Report will be presented to the Board for approval. In the interim, the Applicant has accrued PLP eligible expenses related to the Development that will require Florida Housing to close on the non-site acquisition portion loan amount of \$180,000.

3. Recommendation

Approve the PLP Loan in the amount of \$500,000 to the Developer for predevelopment expenses as recommended by the TAP and allow staff to issue the Commitment letter and commence with loan closing proceedings on the non-site acquisition portion of the PLP Loan in the amount of \$180,000.

PREDEVELOPMENT LOAN PROGRAM (PLP)

Consent

C. Request Approval of a PLP Loan to Avon Park Housing Development Corporation, a Not-For-Profit Entity, for North Central Heights (PLP 05-119)

DEVELOPMENT NAME (“Development”):	North Central Heights
APPLICANT/DEVELOPER (“Developer”):	Avon Park Housing Development Corporation, a not-for-profit entity
NUMBER OF UNITS:	40
LOCATION (“County”):	Highlands County
TYPE:	Rental
SET ASIDE:	60% @ 60% AMI
PLP LOAN AMOUNT:	\$500,000
ADDITIONAL COMMENTS: The Applicant indicated on the application that 100% of the units will likely be provided @ 60% AMI or lower to qualifying renters.	

1. Background

- a) On April 25, 2007, Florida Housing Finance Corporation received a PLP application from the Applicant.
- b) On May 1, 2007, Florida Housing issued an Invitation to Participate in the PLP to the not-for-profit Developer. The Development will be located in Charlotte County.

2. Present Situation

- a) The Technical Assistance Provider (TAP) has approved the Development Plan and recommended a loan amount of \$500,000 for PLP eligible activities ([Exhibit E](#)), as well as assisted the Developer in preparing the Development Plan and budget ([Exhibit F](#)). Staff has reviewed the Development Plan and determined that all budget items are PLP eligible.
- b) In the development plan, the developer indicated two sources of funding that were being pursued for the development. The source first was HOME funds which were applied for in the 2007 Universal Cycle. This development was not awarded HOME funds in the Cycle, but will apply again in the 2008 Cycle. The Federal Home Loan Bank funds have not been awarded.
- c) Additionally, \$101,000 of the recommended \$500,000 PLP loan is being requested for site acquisition. The Development requires credit underwriting to approve the site acquisition portion of the loan. Upon receipt of a positive recommendation, the Credit Underwriting Report will be presented to the Board for approval. In the interim, the Applicant has accrued PLP eligible expenses related to the Development that will require Florida Housing to close on the non-site acquisition portion loan amount of \$399,000.

3. Recommendation

Approve the PLP Loan in the amount of \$500,000 to the Developer for predevelopment expenses as recommended by the TAP and allow staff to issue the Commitment letter and commence with loan closing proceedings on the non-site acquisition portion of the PLP Loan in the amount of \$180,000.

RENTAL RECOVERY LOAN PROGRAM (RRLP)

Consent

VI. RENTAL RECOVERY LOAN PROGRAM (RRLP)

A. Request Approval to Exchange Amenities, Change Demolition Contractor and Replace the Description of Features and Amenities Exhibit for Palm Gardens Apartments, RRLP (2006-307HR)

Development Name: Palm Gardens Apartments (“Development”)	Location: Palm Beach County
Southport Financial Services, Inc., a Washington Corporation (“Developer”)	Set-Aside: 17% @ 30% and 83% @ 60% AMI
Number of Units: 80	Allocated Amount: \$10,368,587
Type: Twenty Two-Story Townhomes and Flats	Housing Credit Equity: \$5,960,000
Demographics: Family	MMRB: Local Bonds

1. Background/Present Situation

- a) On March 17, 2006, the Applicant submitted a proposal requesting \$10,930,000 for RRLP program funding for this 80-unit Family housing development in Palm Beach County.
- b) On September 21, 2007, the Board approved a credit underwriting report with a positive recommendation for an RRLP loan in the amount of \$10,368,587.
- c) On September 24, 2007, staff received a letter from the Developer requesting an exchange of amenities from R-19 insulation with a radiant barrier to attic insulation of R-30 or better. The amenities have the same point value and the construction consultant (Consultech) indicated that the change is equal to or better than the type committed to in the application. The letter also requested a change in the demolition contractor resulting in a savings for the Development ([Exhibit A](#)).
- d) Additionally, staff requests approval to replace the Description of Features and Amenities Exhibit due to a scrivener's error.
- e) On October 1, 2007, staff received an updated credit underwriting review approving the change of amenities, the change of the demolition contractor and the replacement of the Description of Features and Amenities Exhibit ([Exhibit B](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of RRLP Rule 67-ER06, F.A.C.

2. Recommendation

Approve the change of amenities, the change of the demolition contractor and the replacement of the Features and Amenities Exhibit and direct staff to amend documents to reflect same.

RENTAL RECOVERY LOAN PROGRAM (RRLP)

Consent

B. Request Approval of RRLP Credit Underwriting Report for Oak Meadows (2006-310HR)

Development Name: Oak Meadows ("Development")	Location: Brevard County
Developer/Principal: RLI Beneficial Development H, LLC ("Developer")	Set-Aside: 25% @ 35% AMI and 75% @ 60% AMI
Number of Units: 120	Allocated Amount: \$10,070,000
Type: Garden Style and Townhomes	Total Housing Credit Equity: \$7,641,097
Demographics: Family	MMRB: \$8,890,000 (Local)

1. Background/Present Situation

- a) On October 20, 2006, the Board approved the final scores and ranking for the 2006 RRLP Application cycle.
- b) On March 2, 2007, staff issued a preliminary commitment letter and an invitation to enter credit underwriting for an RRLP Loan in an amount up to \$10,070,000 for this 120-unit family Development located in Brevard County.
- c) On October 12, 2007, staff received a credit underwriting report with a positive recommendation for an RRLP loan in the amount of \$10,070,000 ([Exhibit C](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of RRLP Rule 67-ER06-25, F.A.C.

2. Recommendation

Approve the final credit underwriting report and direct staff to proceed with issuance of a firm loan commitment and loan closing activities.

RENTAL RECOVERY LOAN PROGRAM (RRLP)

Consent

C. **Request Approval of RRLP Credit Underwriting Report for Friendship Tower (2006-330CHR, 2007-013C)**

Development Name: Friendship Tower (“Development”)	Location: Miami-Dade County
Developer/Principal: Pinnacle Housing Group, LLC (“Developer”)	Set-Aside: 25% @ 33% AMI and 75% @ 60% AMI
Number of Units: 92	Allocated Amount: \$5,024,814
Type: Ten-Story High Rise	Total Housing Credit Equity: \$22,399,760
Demographics: Elderly	MMRB: N/A

1. **Background/Present Situation**

- a) On October 20, 2006, the Board approved the final scores and ranking for the 2006 RRLP Application cycle.
- b) On March 2, 2007, staff issued a preliminary commitment letter and an invitation to enter credit underwriting for an RRLP Loan in an amount up to \$5,585,000 for this 92-unit family Development located in Miami-Dade County. During credit underwriting the RRLP loan amount was reduced to \$5,024,814.
- c) On October 11, 2007, staff received a credit underwriting report with a positive recommendation for an RRLP loan in the amount of \$5,024,814 ([Exhibit D](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of RRLP Rule 67-ER06-25, F.A.C.

2. **Recommendation**

Approve the final credit underwriting report and direct staff to proceed with issuance of a firm loan commitment and loan closing activities.

RENTAL RECOVERY LOAN PROGRAM (RRLP)

Consent

D. Request Approval of RRLP Credit Underwriting Report for Morris Court III Apartments (2006A-224B / 2006A-356HR)

Development Name: Morris Court III Apartments (“Development”)	Location: Escambia County
Developer/Principal: MC Development, a Single-Purpose Affiliate of Carlisle Development Group, LLC (“Developer”)	Set-Aside: 15% @ 35% and 85% @ 60% AMI
Number of Units: 50	Allocated Amount: \$4,286,269
Type: One 3-Story Residential Building with Elevator	Total Housing Credit Equity: \$2,727,727
Demographics: Elderly	MMRB: \$4,500,000

1. Background/Present Situation

- a) On October 20, 2006, the Board approved the final scores and ranking for the 2006 RRLP Application cycle.
- b) On March 2, 2007, staff issued a preliminary commitment letter and an invitation to enter credit underwriting for an RRLP Loan in an amount up to \$5,520,000 for this 50-unit family development located in Escambia County. During credit underwriting the RRLP loan amount was reduced to \$4,286,269. The Development was also awarded an MMRB allocation. The credit underwriting report is addressed in the MMRB section of this Board package. Staff has reviewed this report and finds that the Development meets all of the requirements of RRLP Rule 67ER06-25, F.A.C.

2. Recommendation

Approve the final credit underwriting report and direct staff to proceed with issuance of a firm loan commitment and loan closing activities.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

VII. STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

A. Request Approval of Credit Underwriting Report for Spanish Trace Apartments, Cycle XVII (2005-019BS/2006-03-SEL)

Development Name: Spanish Trace Apartments (“Development”)	Location: Hillsborough County
Developer/Principal: The Richman Group of Florida, Inc.	Set-Aside: 100% @ 60% AMI
Number of Units: 120	Allocated Amount: \$3,000,000 (2005) & \$1,000,000 (2006)
Type: Garden-Style Apartments in Five Three-Story Buildings	Housing Credit Equity: \$5,966,744
Demographics: Family	MMRB: \$6,855,000

1. Background/Present Situation

- a) On August 25, 2005, the Board approved the final scores and ranking for the 2005 Universal Application Cycle and directed Staff to proceed with all necessary credit underwriting activities.
- b) On October 12, 2005, staff issued a preliminary commitment letter and an invitation to enter credit underwriting for a SAIL loan in the amount of up to \$3,000,000 for this 120-unit family development located in Hillsborough County.
- c) In the 2006 Universal Application Cycle, Applicants that were successful in receiving an award of 2005 funds could request additional funding for the difference in the 2005 request and the 2006 request limits. On August 21, 2006, staff issued a preliminary commitment letter and an invitation to enter credit underwriting for an additional allocation of a SAIL loan in the amount of up to \$1,000,000.
- d) The credit underwriting report is addressed in the MMRB section of this board package. Staff has reviewed this report and finds that the Development meets all of the requirements of SAIL Rule Chapter 67-48, F.A.C.

2. Recommendation

Approve the final credit underwriting report and direct staff to proceed with issuance of a firm loan commitment and loan closing activities.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

B. Request Approval to Exchange Amenities for Royalton, Cycles XVI and XVII (2004-037CS/2005-048S)

Development Name: Royalton (“Development”)	Location: Miami-Dade County
Developer/Principal: Royalton Development, LLC and Carrfour (“Developer”)	Set-Aside: 16% @ 30% AMI and 84% @ 60% AMI
Number of Units: 100	Allocated Amount: \$2,000,000 (2004) & \$1,000,000 (2005)
Type: Single Room Occupancy (SRO)	Housing Credit Equity: \$7,832,434
Demographics: Homeless	Historic Tax Credit Equity: \$1,823,407

1. Background/Present Situation

- a) On October 11, 2006, a SAIL loan in the amount of \$3,000,000 for this 100-unit homeless Development in Miami-Dade County closed.
- b) On September 20, 2007, staff received a request to exchange “marble window sills in all units” to “new plumbing fixtures in kitchen and bathroom(s) in all units” ([Exhibit A](#)). Both selections are worth 1 point.
- c) On September 27, 2007, staff received a credit underwriting review with a positive recommendation for the exchange in amenities ([Exhibit B](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of Rule Chapter 67-48, F.A.C.

2. Recommendation

Approve the exchange of amenities and direct staff to proceed with modification of loan closing documents.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

C. Request Approval of the Extension of the SAIL Loan Closing Deadline for Villa Aurora, Cycle XVII (2005-020CS)

Development Name: Villa Aurora (“Development”)	Location: Miami-Dade County
Developer/Principal: Carrfour Supportive Housing, Inc. (“Developer”)	Set-Aside: 21% @ 30% AMI and 79% @ 60% AMI
Number of Units: 176	Allocated Amount: \$3,000,000
Type: High-Rise	Housing Credit Equity: \$20,701,206
Demographics: Homeless	MMRB: N/A

1. Background/Present Situation

- a) On July 27, 2007, the Board approved a credit underwriting report with a positive recommendation for a SAIL loan in the amount of \$3,000,000 and directed staff to proceed with loan closing activities.
- b) On August 8, 2007, staff issued a firm commitment letter with a closing deadline of October 8, 2007.
- c) On October, 1, 2007, staff received a letter from the Borrower requesting an extension of the closing deadline until December 8, 2007 ([Exhibit C](#)).

2. Recommendation

Approve the request to extend the SAIL closing deadline until December 8, 2007, subject to payment of the loan closing extension fee pursuant to Rule Chapter 67-48, F.A.C.

STATE APARTMENT INCENTIVE LOAN PROGRAM (SAIL)

Consent

D. Request Approval of Credit Underwriting Report for Sea Grape Apartments, Cycle XVIII (2006-077CS)

Development Name: Sea Grape Apartments (“Development”)	Location: Monroe County
Developer/Principal: Sea Grape Apartments, Ltd. (“Developer”)	Set-Aside: 100% @ 60% AMI
Number of Units: 56	Allocated Amount: \$1,854,549
Type: Mid-Rise with Elevator	Housing Credit Equity: \$12,626,737
Demographics: Family	MMRB: N/A

1. Background/Present Situation

- a) On July 28, 2006, the Board approved the final scores and ranking for the 2006 Universal Application Cycle and directed staff to proceed with all necessary credit underwriting activities.
- b) On August 8, 2006, staff issued a preliminary commitment letter and an invitation to enter credit underwriting for a SAIL loan in an amount up to \$4,000,000. During credit underwriting the SAIL loan amount was reduced to \$1,854,549.
- c) On October 12, 2007, staff received a credit underwriting report with a positive recommendation for a SAIL loan in the amount of \$1,854,549 ([Exhibit D](#)). Staff has reviewed this report and finds that the Development meets all of the requirements of Rule Chapter 67-48, F.A.C.

2. Recommendation

Approve the final credit underwriting report and direct staff to proceed with issuance of a firm loan commitment and loan closing activities.

SPECIAL HOUSING AND ASSISTANCE DEVELOPMENT PROGRAM (SHADP)

Consent

VIII. SPECIAL HOUSING AND ASSISTANCE DEVELOPMENT PROGRAM (SHADP)

A. Request Approval of Credit Underwriting Report for Tropic Hammock (2006-001FHSH)

DEVELOPMENT NAME (“Development”):	Tropic Hammock
APPLICANT/DEVELOPER (“Developer”):	Coalition for the Hungry & Homeless of Brevard County, Inc., a not-for profit entity
CO-DEVELOPERS:	n/a
NUMBER OF UNITS:	10
LOCATION (“County”):	Brevard
TYPE:	Rental, Homeless
SET ASIDE:	30% at or below 30% AMI 30% at or below 50% AMI 40% at or below 60% AMI
SHADP LOAN AMOUNT:	\$ 623,895

1. Background

- a) On December 15, 2006, the Board approved the final rankings for the 2006 Farmworker Housing Recovery Program and Special Housing Assistance and Development Program (FHRP/SHADP) Application Cycle. These programs focus on providing funding for long-term housing recovery from the loss of farmworker housing and/or special needs as a result of the 2004 and 2005 disasters.
- b) On February 7, 2007, Florida Housing issued an invitation to enter credit underwriting to the Developer.

2. Present Situation

On October 11, 2007, the Credit Underwriter provided staff with a Credit Underwriting Report (CUR) for the Development ([Exhibit A](#)) with a recommendation to award \$623,895 for a SHADP loan for the development of homeless rental units, subject to the conditions outlined in the CUR.

3. Recommendation

Approve the CUR subject to the conditions outlined in the report and authorize staff to issue a loan commitment letter in the amount of \$623,895 to the Developer for a SHADP loan.

SPECIAL ASSETS

Consent

IX. SPECIAL ASSETS

- A. **Request Approval To Refinance And Payoff The Existing First Mortgage FHFC Bond Loan (MR97B) And Subordination Of The Second Mortgage FHFC Home Loan (96HR-012) To The New First Mortgage For Affordable/Glen Oaks, Ltd., A Florida Limited Partnership, For Glen Oaks Apartments. The Borrower Has Also Requested Approval For The Purchase And Transfer Of The General Partnership Interests For Affordable/Glen Oaks, Ltd And Assumption Of The LURA Obligations**

Development Name: Glen Oaks Apartments ("Development")	Location: Leon County
Developer/Principal: Florida Affordable Housing ("Developer")	Set-Aside: MMRB 50% @ 60% AMI, Home 20% @ 50 % & 80% @ 60% AMI for 50 years, HC 11.9% @ 50% & 88.1% @ 60% AMI for 30 years
Number of Units: 256	Allocated Amount: MMRB \$9,000,000, Home \$2,576,000, HC \$630,972 yearly allocation
Demographics: Family	Servicer: Seltzer

1. Background

- a) During the 1996 Application Cycle, Florida Housing awarded a \$9,000,000 allocation of FHFC Revenue Bonds (1997 Series B) and a \$2,576,000 Home construction/permanent loan to Affordable/Glen Oaks, Ltd., a Florida Limited Partnership ("Borrower"), for the development of a 256-unit development in Leon County. The Home loan closed on June 24, 1997 matures on June 1, 2030. The Development also received a 1998 \$630,972 yearly allocation of low-income housing tax credits and was placed in service May 4, 1998.

2. Present Situation

- a) In a letter dated August 16, 2007 ([Exhibit A](#)), the Borrower has requested approval of the refinance and payoff of the FHFC Bond loan and subordination of the FHFC Home loan to the new first mortgage. In addition, the Borrower has also requested approval of a purchase and transfer of general partnership interest in Glen Oaks Apartments.
- b) Staff has received a credit underwriting report from Seltzer Management ([Exhibit B](#)) providing a positive recommendation for the refinancing and subordination of the Home loan with a partial pay down, and the purchase and transfer of the General Partnership Interest.

3. Recommendation

Approve the recommendation of the Credit Underwriter outlined in the final Credit Underwriting Report dated October 11, 2007 recommending approval of the proposed refinancing of the first mortgage, and subordination of the Home loan to the new first mortgage, and approval of the purchase and transfer of the General Partnership Interest and assumption of the LURA obligations, subject to further approvals and verifications by the Credit Underwriter and appropriate Florida Housing Staff and direct Staff to proceed with loan modification activities