

**STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

CASA SAN JUAN BOSCO, INC.,

Petitioner,

CASE NO. 2012-052VW

vs.

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

\_\_\_\_\_ /

**PETITION FOR WAIVER OR VARIANCE**

Petitioner, Casa San Juan Bosco, Inc. ("CSJB"), pursuant to Section 120.542, Florida Statutes, and Rule Chapter 28-104, Florida Administrative Code ("F.A.C."), hereby petitions Respondent, Florida Housing Finance Corporation ("Florida Housing"), for a waiver or variance from Rules 67-48.010(12) and 67-53.008, F.A.C. relating to what constitutes an acceptable "Migrant Farmworker". In support of this Petition, CSJB provides as follows:

1. The name and address of the Petitioner is:

Casa San Juan Bosco, Inc.  
Attention: Peter Routsis-Aroyo, Executive Director  
1000 Pinebrook Road  
Venice, Florida 34292  
Telephone: (941) 484-9543  
Facsimile: (941) 484-1121

2. The name, address, telephone and facsimile number of CSJB's attorney, which shall be the appropriate address for service purposes during the course of this proceeding is:

Michael P. Donaldson  
Carlton Fields, P.A.  
P.O. Drawer 190  
Tallahassee, FL 32302  
850/224-1585 (telephone)  
850/222-0398 (facsimile)

3. CSJB is a Florida not for profit corporation in the business of providing affordable rental housing to Farmworkers.

4. CSJB successfully in 2005 applied for funding pursuant to Request for Proposal 2005-05 for the Development and Rehabilitation of Migrant Farm-worker Housing ("RFP 2005-5"). (See Attachment A) The requested funds supplemented the construction of a 53--unit apartment complex in DeSoto County, Florida, named Casa San Juan Bosco.

5. Specifically CSJB requested \$6,233,838.00 from the HOME Investment Partnership Program ("HOME") that Florida Housing administers pursuant to Chapter 67-48, F.A.C. and the program used by Florida Housing to fund responses to RFP 2005-5. CSJB was awarded its requested funding and successfully closed on said funding on or about August 31, 2011.

6. CSJB also successfully applied for funding for the Casa San Juan Bosco Development from the U.S. Department of Agriculture, Rural Development ("USDA"), obtaining an additional \$3,000,000 in funding for the Development (consisting of a loan in the amount of \$900,000.00 and a grant in the amount of \$2,100,000.00). CSJB has successfully closed on said funding also on or about August 31, 2011.

**RULE FROM WHICH WAIVER IS SOUGHT**

7. CSJB requests a Waiver from Rules 67-53.008 and 67-48.010, F.A.C.. More specifically CSJB is seeking a waiver from the provisions which require compliance with all terms and conditions of the Loan agreements, including the Land Use Restriction Agreement ("LURA") and provisions of Application and Selection Procedures for Development and the provisions of RFP 2005-5. (See Attachment B)

8. Rule 67-53.008, F.A.C. in part provides that: "the Corporation shall monitor compliance of all terms and conditions of the Loans and of regulatory agreements,...recorded in the public records of the county wherein the development is located. Violation of any term or condition of the documents evidencing or securing the loans shall constitute a default during the term of the Loans..."

9. Rule 67-48.010, F.A.C. further provides that: the Corporation shall monitor compliance of all terms and conditions of the SAIL loan and shall require that certain terms and condition be embodied in the LURA and recorded in the public records of the County wherein the Development is located. Violation of any material terms or condition of the documents evidencing or securing the SAIL loan shall constitute a default during the term of the loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units for Very Low-Income persons or households is discovered during the course of compliance monitoring or by any other means."

10. In essence these rules require Florida Housing as a condition of funding to monitor for compliance purposes all operations of the development provided in the various controlling rules and documents including LURAs. To the extent a default is declared Florida Housing could call the loan due or take other action including requiring the Applicant to take further corrective action.

11. In the instant case the LURA that is attached as Exhibit B provides at Page 3 that all parties agree that the development be managed and operated according to the terms and conditions of the Act, **The RFP**, the Home Program, this Agreement and Loan documents.

12. The RFP at Page 3 cross-references Section 420.503(18), Fla. Stat., to define "Farmworker" "a laborer who is employed on a seasonal, temporary, or permanent basis in the

planting, cultivating, harvesting, or processing of agricultural or aqua cultural products and who derived at least 50 percent of her or his income in the immediately preceding 12 months from such employment." "Farmworker" also includes a person who has retired as a laborer due to age, disability, or illness. In order to be considered retired as a farmworker due to age under this part, a person must be 50 years of age or older and must have been employed for a minimum of 5 years as a Farmworker before retirement. In order to be considered retired as a farmworker due to disability or illness, a person must establish that: (a) that she or he is medically unable to be employed as a Farmworker due to that disability or illness; and (b) she or he was previously employed as a Farmworker.

13. Further the RFP defines "migrant farmworker" as a person who travels across state or "or" and county boundaries to do agricultural work of a seasonal or other temporary nature, and who is required to be absent overnight from his or her permanent place of residence. Exceptions are immediate family members of an agricultural employer or a farm labor contractor, or a temporary foreign worker.

14. RFP 2005-5 goes on to provide at subsection 4.b.1.c, that in order "to be eligible for funding, 100% of the units must be set aside for eligible Migrant Farmworkers."

**STATUTES IMPLEMENTED BY THE RULES**

15. The Rule and RFP implements, among other sections of the Florida Housing Finance Corporation Act, as set forth in Sections 420.501 through 420.55 of the Florida Statutes, the statute that created the Home Investment Partnership Program. See Florida Statute 420.5089.

**CSJB REQUEST A WAIVER FROM THE RULE  
FOR THE FOLLOWING REASONS**

16. CSJB requests a waiver as it pertains to the requirement to provide housing to "Migrant Farmworker" as defined by RFP 2005-5. The RFP limits a Migrant Farmworker to a

person who travels across state or county boundaries to do agricultural work of a seasonal or other temporary nature, and who is required to be absent overnight from his or her permanent place of residence.

17. As indicated previously CSJB in addition to funding pursuant to the RFP also obtained funding from the USDA which also has compliance requirements and regulations as it relates to Farmworker and Migrant Farmworker housing.

18. For example the USDA programs use the USDA definition of "**Domestic Farm Laborer**" to meet the general farmworker definition. "Domestic Farm Laborer" is defined as a person who, consistent with the requirements in §3560.576(b)(2), receives a substantial portion of his or her income from farm labor employment (not self-employed) in the United States, Puerto Rico, or the Virgin Islands and either is a citizen of the United States or resides in the United States, Puerto Rico or the Virgin Islands after being legally admitted for permanent residence. This definition may include the immediate family members residing with such a person. While the definitions of Migrant Farmworker and Domestic Farm Laborer are similar it does not appear that the RFP definition of Migrant Farmworker would allow CSJB to service Domestic Farm Laborers.

19. With CSJB being located in DeSoto County, it has the ability to service both the Migrant Farmworker and Domestic Farm Laborer populations. Within both populations, it is known in the area that most of the housing available is often times substandard. CSJB could meet all of their housing needs by providing the stable living environment that has become Casa San Juan Bosco.

20. By allowing the Domestic Farm Labor definition to be added to the LURA, CSJB could then encourage the Migrant Farmworker to seek a position of "Domestic Farm Laborer," therefore allowing both he/she to settle in one location instead of requiring what could be constant travel from location to location to secure temporary work. Indeed in 2006 Florida Housing revised its definition of Farmworker to include, where USDA funds are used in conjunction with Florida Housing funds "a laborer who meets at a minimum the definition of "domestic farm laborer." (Sec. 420.503 18(c), F.S.).

21. Here CSJB will incur a substantial hardship in that it must navigate two different definitions. Indeed the narrower definition excludes the definition used by USDA for compliance and funding. Basic principles of fairness would suggest that CSJB be permitted to follow one definition qualifying the residents for occupancy that satisfies both definitions. This not only resolves a potential regulation issue but also will prove more beneficial to the operation and maintenance of the Development.

22. Limiting the definition as currently required will lead to the apparent unintended result where a "Migrant Farmworker" who finds employment as a Farmworker full time in the local community, will need to either vacate the housing provided by CSJB, or preclude them from such employment. This would force the employee to be separated from their family and work. Such a requirement makes the housing community more consist to transient residents, giving rise to a plethora of issues caused by constant turnover of residents, including but not limited to higher maintenance, higher vacancy, increased administrative costs, and greater safety and security issues.

23. From a programmatic perspective it will be CSJB that will be faced with the daunting task of asking a residence to vacate. Additionally CSJB will also have to find a new tenant from a pool limited by the definition. Lastly CSJB will incur the costs associated with the rehabilitation of the now unoccupied unit.

24. Granting the waiver will benefit housing as CSJB will also help the children of these families obtain permanent addresses which allows for:

- i. a better education by being able to stay in one school and participate in all school activities available to them with sports and social events;
- ii. the ability to make long lasting friendships with both fellow students and teachers;
- iii. having pride in where they live instead of the embarrassment that they could be suffering in constantly moving and/or living in substandard housing.

25. This change will not adversely impact the Development because the continuity, progress and quality of the Development will not be disrupted.

26. The Waiver of the LURA definition will benefit the Development, as it will add stability to the resident population, providing for a safer and secure operation of the Development.

27. Section 120.542(2), F.S. provides that:

"Waivers shall be granted when the Applicant demonstrates that the application of the rule would create a substantial hardship or would violate principles of fairness". The term "substantial hardship" is defined as a demonstrated economic, technological, legal and other type of hardship to the Applicant.

28. The hardship in this case is related to a Migrant Farmworker, achieving a permanent job and qualifying under the definition of a "Domestic Farm Laborer" will be faced

with having to leave the project and return to transitional housing, which causes instability in the residential community, a greater turnover leading to higher vacancy rates with turnover. Further, a higher turnover ratio will increase maintenance vs. having a permanent resident take pride in the apartment they are utilizing as their residence.

**WAIVER WILL SERVE THE UNDERLYING  
PURPOSE OF THE STATUTE**

29. Granting the requested Waiver will serve the purposes of the statute implemented by the rules for which the waiver is sought. The Florida Housing Finance Corporation Act (beginning at Section 420.501) was enacted to encourage private and public investment in housing for persons of low income. The HOME Investment Partnership Program was created to assist eligible housing providers and federal programs, which the Development has met, by providing quality housing to very low income, namely, farmworkers, in conjunction with the federal funding from the U.S. Department of Agriculture, which is in place.

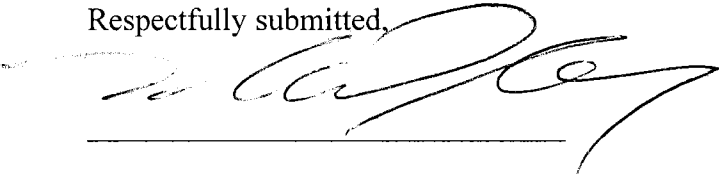
**ACTION REQUESTED**

30. CSJB requests the following:

(a) That Florida Housing grant the Petition for Waiver and grant Petitioner a waiver from Rule Rule 67-53.008 and 67-48.010, and RFP 2005-5 such that the definition of "Farmworker" allows and includes "domestic Farmworkers" in addition to the "migrant Farmworkers" and a corresponding amendment to the LURA and other Loan documents.

31. A copy of the Petition has been provided to the Joint Administrative Procedures Committee, Room 120, The Holland Building, Tallahassee, FL 32399-1300.

Respectfully submitted,



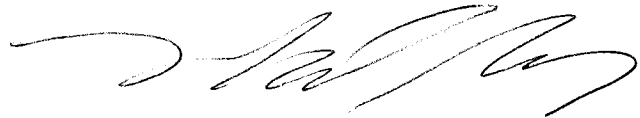
Michael P. Donaldson



FL Bar No. 0802761  
CARLTON FIELDS, P.A.  
P.O. Drawer 190  
215 S. Monroe St., Suite 500  
Tallahassee, FL 32302  
Telephone: (850) 224-1585  
Facsimile: (850) 222-0398  
Counsel for Petitioner

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served via U.S. Mail to the Joint Administrative Procedures Committee, Holland Building, Room 120, Tallahassee, FL 32399-1300, this 6<sup>th</sup> day of November, 2012.



MICHAEL P. DONALDSON

**FLORIDA HOUSING FINANCE CORPORATION**  
**REQUEST FOR PROPOSALS 2005-05**  
**for**  
**THE DEVELOPMENT AND REHABILITATION OF**  
**MIGRANT FARMWORKER HOUSING**

**August 26, 2005**

Florida Housing's RFP 2005-05

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August 26, 2005

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**ATTACHMENT A**

**Section One:  
INTRODUCTION**

The mission of Florida Housing Finance Corporation (Florida Housing) is to help our fellow Floridians obtain safe, decent housing that might otherwise be unavailable to them. Florida Housing has determined that there is a need for Migrant Farmworker housing that is not easily met through its mainstream rental programs and is encouraging creativity to help it explore ways to serve this population through the use of Home Investment Partnerships Program (HOME) funds that have been set aside for this purpose. Applicants seeking funding through this Request for Proposals (RFP) are encouraged to work with local governments, growers and farmers, trade associations and other entities to obtain necessary land and infrastructure, as well as other financing, to allow for the development of housing that is truly affordable for Migrant Farmworkers.

Florida Housing is soliciting sealed proposals from qualified Applicants that commit to construct and/or rehabilitate Farmworker Housing in accordance with the terms and conditions of this RFP, applicable laws and regulations, and Florida Housing's generally applicable construction and financial standards.

**Section Two:  
DEFINITIONS**

For purposes of this document:

“Affordability Period”	Pursuant to HUD 24 C.F.R. Section 92.252, The Affordability Period must be 20 years for new construction and 15 years for Rehabilitation.
“Applicant”	Any person or entity or combination of people or entities, Non-Profit, seeking a loan from Florida Housing for the construction or Rehabilitation of Migrant Farmworker Housing, of which 100% of the units will be set aside for Migrant Farmworkers; and who submits a Proposal in response to this RFP.
“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code R. 67-49.007.
“Credit Underwriter”	The independent contractor under contract with Florida Housing having the responsibility for providing stated credit underwriting services as stated in Fla. Admin. Code, R. 67-48.0072.
“Days”	Calendar days, unless otherwise specified.

“Development”	Improvements located or to be located in the state, including real property, buildings, and any other real and personal property, designed and intended for the primary purpose of providing decent, safe and sanitary housing in accordance with the provisions of this RFP.
“Farmworker”	The same as defined in Section 420.503(18), Fla. Stat., “a laborer who is employed on a seasonal, temporary, or permanent basis in the planting, cultivating, harvesting, or processing of agricultural or aquacultural products and who derived at least 50 percent of her or his income in the immediately preceding 12 months from such employment. "Farmworker" also includes a person who has retired as a laborer due to age, disability, or illness. In order to be considered retired as a farmworker due to age under this part, a person must be 50 years of age or older and must have been employed for a minimum of 5 years as a farmworker before retirement. In order to be considered retired as a farmworker due to disability or illness, a person must: (a) Establish medically that she or he is unable to be employed as a farmworker due to that disability or illness. (b) Establish that she or he was previously employed as a farmworker.”
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“HOME”	The Home Investment Partnerships Program which includes Multifamily Rental Program, pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92 that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. 67-48.
“Interested Party”	A person or entity that requests a copy of this RFP from Florida Housing.
“Migrant Farmworker”	A person who travels across state or county boundaries to do agricultural work of a seasonal or other temporary nature, and who is required to be absent overnight from his or her permanent place of residence. Exceptions are immediate family members of an agricultural employer or a farm labor contractor, or a temporary foreign worker.

“Migrant Farmworker Housing”	Improvements located or to be located in the state, including real property, buildings, and any other real and personal property, designed and intended for the primary purpose of providing safe, sanitary and affordable residential housing for Migrant Farmworkers, in accordance with the provisions of this RFP and the Migrant and Seasonal Agricultural Worker Protection Act.
“Non-Profit”	A qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the Internal Revenue Code (IRC) and organized under Chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51% of the ownership interest in the development.
“Proposal”	A written submission by an Applicant that responds to this RFP.
“Rehabilitation” or “Rehabilitate”	The alteration, improvement, or modification of an existing structure.
“RFP”	This Request for Proposals, including all exhibits referenced in this document and all other documents incorporated by reference.
“Total Development Cost”	The total of all costs incurred in the completion of a Development, all of which shall be subject to the review and approval by the Credit Underwriter and Florida Housing pursuant to this rule chapter, and as further described in Fla. Admin. Code R. 67-48.0075.
“Website”	The Florida Housing Finance Corporation website, the home address of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

**Section Three:  
PROCEDURES AND PROVISIONS**

A. An Applicant must submit an original and eight (8) copies of the Proposal in sealed envelopes marked “RFP 2005-05”. Each envelope containing a Proposal must clearly state the name of the Applicant. The Proposal that is the original must be clearly indicated on that Proposal. Florida Housing will not accept a faxed or e-mailed Proposal. Proposals will be accepted up until 2:00 p.m., Friday, December 30, 2005. Applicants successfully meeting all threshold requirements will be awarded funds in the order in which they are received until such time that all funds are committed. Proposals must be addressed to:

Robin L. Grantham  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197; Fax (850) 414-6548  
E-mail: [robin.grantham@floridahousing.org](mailto:robin.grantham@floridahousing.org)  
**or the designated successor.**

B. This RFP does not commit Florida Housing to award funding to an Applicant or to pay any costs incurred in the preparation or mailing of a Proposal.

C. Florida Housing reserves the right to the following:

1. To waive minor deficiencies and informalities pursuant to Fla. Admin. Code R. 67-49.001(15);
2. To obtain information concerning any or all Applicants from any source;
3. To select for award a Proposal based on evaluation standards described in this RFP;

D. Any Interested Party may submit any inquiry regarding this RFP in writing via mail, fax or e-mail to Robin Grantham at the address given in Section Three, paragraph A. All inquiries are due by 5:00 p.m., Eastern Time, on Wednesday, November 30, 2005. Phone calls will not be accepted. Florida Housing expects to respond to all inquiries by 5:00 p.m., Eastern Time, on Friday, December 2, 2005. Florida Housing will post a copy of all inquiries received, and their answers, on Florida Housing's website at:

<http://www.floridahousing.org/Home/BusinessLegal/CurrentSolicitations/RequestForProposals.htm>

Florida Housing will also send a copy of those inquiries and answer in writing to any Interested Party that requests a copy. Florida Housing will determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses from Robin Grantham, or her designee, to inquiries raised by Interested Parties that are posted on our web site or sent to Interested Parties shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

E. Any person who wishes to protest the specifications contained in this RFP shall file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

F. Florida Housing expects to make up to \$10 million available as loans to one or more Applicants selected to develop and/or Rehabilitate Migrant Farmworker Housing.

G. Florida Housing expects to select one or more Applicants to award the loans contemplated by this RFP. Any such Applicants will be selected through Florida Housing's

review of each Proposal, considering the factors identified in this RFP. Florida Housing reserves the right to award an Applicant a different amount than the amount requested in the Applicant's Proposal.

H. LOAN TERMS: Funds awarded pursuant to this RFP will be at a 0% interest rate, forgivable over a 20 year loan term for new construction or a 15 year loan term for Rehabilitation.

**Section Four:  
REQUIREMENTS OF PROPOSAL**

In providing the following information, restate each request and sub-request for information (with its letter and number), limit the Proposal to one bound volume, and do not include material outside of such volume. Responses to the requests should be included immediately after the restated request, to the extent practicable.

A. General Information

The amount requested should be clearly listed within the Proposal and based on the HOME RFP Farmworker Subsidy Limits provided herein.

For example, based on the HOME RFP Farmworker Subsidy Limit Chart below, if the Proposal contained 50 two-bedroom units in Santa Rosa County, the Applicant would be eligible to request \$3,732,500 in HOME Farmworker funds.

HOME RFP FARMWORKER SUBSIDY LIMITS

County	0 BR 80%	1BR 80%	2 BR 80%	3 BR 80%	4BR 80%
Baker, Bradford, Clay, Columbia, Duval, Flagler, Nassau, St Johns, Union	\$60,430	\$69,270	\$84,233	\$108,968	\$119,613
Alachua, Dixie, Gilchrist, Levy, Marion, Putnam	\$59,706	\$68,440	\$83,224	\$107,662	\$118,181
Franklin, Gadsden, Hamilton, Jefferson, Lafayette, Leon, Liberty, Madison, Suwannee, Taylor, Wakulla	\$60,791	\$69,685	\$84,738	\$109,620	\$120,330
Bay, Calhoun, Gulf, Holmes, Jackson, Walton, Washington	\$52,469	\$60,145	\$73,137	\$94,613	\$103,855
Escambia, Santa Rosa, Okaloosa	\$53,554	\$61,389	\$74,650	\$96,570	\$106,004
Hillsborough, Pasco, Hernando, Sumter, Citrus, Pinellas, Sarasota, Manatee, Hardee, DeSoto	\$69,476	\$79,640	\$96,843	\$125,280	\$137,519
Polk, Highlands	\$68,029	\$77,981	\$94,826	\$122,670	\$134,654
St. Lucie, Okeechobee, Indian River	\$61,515	\$70,514	\$85,746	\$110,926	\$121,762
Brevard	\$63,686	\$73,003	\$88,773	\$114,840	\$126,059



<b>Volusia</b>	<b>\$64,410</b>	<b>\$73,833</b>	<b>\$89,782</b>	<b>\$116,146</b>	<b>\$127,492</b>
<b>Orange, Seminole, Lake, Osceola</b>	<b>\$67,305</b>	<b>\$77,151</b>	<b>\$93,817</b>	<b>\$121,366</b>	<b>\$133,222</b>
<b>Dade, Broward</b>	<b>\$72,009</b>	<b>\$82,543</b>	<b>\$100,374</b>	<b>\$129,848</b>	<b>\$142,533</b>
<b>Palm Beach, Martin</b>	<b>\$73,094</b>	<b>\$83,787</b>	<b>\$101,886</b>	<b>\$131,806</b>	<b>\$144,682</b>
<b>Monroe</b>	<b>\$77,437</b>	<b>\$88,765</b>	<b>\$107,939</b>	<b>\$139,635</b>	<b>\$153,277</b>
<b>Charlotte, Glades, Hendry, Lee, Collier</b>	<b>\$78,161</b>	<b>\$89,594</b>	<b>\$108,948</b>	<b>\$140,941</b>	<b>\$154,709</b>

**B. Migrant Farmworker Housing Plan**

1. Provide a detailed plan and description of the proposed Migrant Farmworker Housing. The plan must include at least the following, but the Applicant should provide any additional information or support that would cause Florida Housing to more fully understand the Proposal:
  - a. Development Description - Provide the specific location, number of units (not to exceed 100), unit mix, rents, and whether the development is new construction or Rehabilitation of an existing development.
  - b. Describe any common areas and community facilities that may be included in the development.
  - c. To be eligible for funding, 100% of the units must be set aside for eligible Migrant Farmworkers.
2. While Florida Housing encourages creative development design, due to the use of HOME funding from the Department of Housing and Urban Development, eligible development types are limited to the following:
  - a. Single family homes which may be occupied by 2 or more single persons consisting of common space and for facilities for group use by the occupants of the unit. This also includes manufactured housing or modular housing built in accordance with the Code of Federal Regulations, 24 C.F.R. Part 92.251.
  - b. Single Room Occupancy (SRO) consisting of single room dwelling units. New Construction SRO units are required to contain either food preparation, sanitary facilities or both. For Rehabilitation of an existing residential structure, neither food preparation nor sanitary facilities are required to be in the unit. If the units do not contain sanitary facilities, the building must contain sanitary facilities that are shared by the tenants.
  - c. Multifamily Housing built in accordance with local and state of Florida building codes and Model Energy Code referred to in 24 C.F.R. Part 92.

3. Financing and Other Funding Resources – Provide evidence of other financing resources including any local government contributions that will be used to help finance the development and operation of the Migrant Farmworker Housing, including any tenant services. Evidence of other financing sources shall be demonstrated by providing a firm commitment. A firm commitment shall contain the terms, specific interest rate of the construction loan and/or the permanent loan (a published variable index will be acceptable); signature of all parties including acceptance by the applicant, and a statement the commitment does not expire before February 28, 2006. Total sources must equal or exceed uses.
4. Development Cost Pro Forma –Complete the attached detailed Development Cost Pro Forma (Exhibit A) describing the cost of the Development, including detailed sources and uses of funds. Total Development Cost must be clearly indicated.
5. Rehabilitation Development – Provide a complete description of any proposed renovations and the cost projections of such rehabilitation. Florida Housing recommends including a physical needs assessment of the property that is to be rehabilitated, to the extent practicable.
6. Set-aside requirements –

Pursuant to Fla. Admin. Code R. 67-48.014, the HOME minimum set-aside requirement shall be:

- a. 80% of the HOME-assisted units are occupied by families or individuals whose annual income does not exceed 60% of the median family income for the area, as determined by HUD, with adjustments of family size, and
- b. 20% of the HOME-assisted units are occupied by families or individuals whose annual income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments of family size.

C. Need and Demand

Provide a “needs assessment” that demonstrates the need for the proposed type of Migrant Farmworker Housing in the specific market area the Applicant proposes to serve. Include a discussion about nearby farms, packing houses, and any other agricultural employers that employ the Migrant Farmworkers you propose to house, their proximity to the Migrant Farmworker Housing you propose to build or Rehabilitate, and the time periods in which such agricultural employers employ Migrant Farmworkers and how many Migrant Farmworkers they employ. Need and demand will be verified by a certified third party market study during credit underwriting.

D. Evidence of Site Control

Provide evidence of site control such as a recorded deed, an option contract, a land lease of no less than 30 years, or a sales contract.

E. Threshold Items and Exhibit

All threshold items identified in Section Six and the attached exhibit of this RFP must be provided to be considered for funding.

F. Certification Statement

The following shall be repeated in the Applicant's Proposal and signed by an individual authorized to bind the Applicant. Failure to include the certification statement bearing an original signature shall result in rejection of the Proposal.

"I agree to abide by all conditions of RFP 2005-05 and certify that all information provided in this Proposal is true and correct, that I am authorized to sign this Proposal as the Applicant and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."

\_\_\_\_\_  
Authorized Signature (Original)

Print Name and Title: \_\_\_\_\_

**Section Five:  
CERTIFICATION**

(Do not reproduce the language of this section in the Proposal). By inclusion and execution of the statement provided in Section Four, paragraph F., of this RFP, each Applicant acknowledges and certifies that:

A. The Applicant submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Applicant is in compliance with Section 420.512(5), Fla. Stat., which provides:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

“‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

E. The Applicant is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in part:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The Applicant acknowledges that any Applicant selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Applicant other than the compensation agreed upon in the Contract that results from this RFP, unless that Applicant has written consent from Florida Housing's Executive Director after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Applicant(s) that is (are) selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Applicant shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working days, seeking written consent from Florida Housing's Executive Director. If the Applicant is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

#### H. HOME Program Requirements

HOME Program provisions pursuant to 24 C.F.R. Part 92.504: Applicant expressly agrees, and will cause its general contractor to comply with the following terms and conditions as applicable, in conformity with 24 C.F.R. Part 92, and Fla. Admin. Code R. 67-48, Part I and III:

1. Affordability: Pursuant to HUD 24 C.F.R. Section 92.252, the Development must, at a minimum, meet the requirements for qualification as "affordable rental housing". The affordability period must be at least 20 years for new construction and 15 years for Rehabilitation.
2. Uniform Administrative Requirements: The requirements of 24 C.F.R. 92.505 and OMB Circular No. A-122 are applicable and the following requirements of

24 C.F.R. part 84 apply to subrecipients receiving HOME funds that are private nonprofit organizations: 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73 (*If Applicable.*)

3. Development Requirements: The Development funded under this Proposal shall meet all relevant requirements of 24 C.F.R. Sections 92.250 through 92.253, inclusive.
4. Housing Quality Standards: The Development shall meet the requirement of 24 C.F.R. 92.251, relating to Development standards for the duration of this Commitment or any modifications, amendments or successor agreements hereto.
5. Other Federal Requirements: The Borrower agrees to comply with the following federal laws and regulations as described in 24 C.F.R. 92.350 through 92.358.
  - (a) Equal Opportunity and Fair Housing and Affirmative Marketing: In accordance with 24 C.F.R. Parts 92.350 and 92.351 and Rule 67-48.008, Florida Administrative Code, the Borrower certifies that tenant/home buyer was not denied the benefits of or subjected to discrimination in any activity funded in part with HOME funds on the grounds of race, creed, color, national origin, sex, religion, marital or familial status or handicap, or against persons or families on the basis of their having minor children.
  - (b) Displacement, relocation, and acquisition: In accordance with 24 C.F.R. Part 92.353, the Borrower certifies that HOME funds will not be used to displace an existing tenant. The applicant must comply with all applicable relocation requirements as stipulated by the Uniform Relocation Act and Section 104d.
  - (c) Labor: Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing (as attached to the General Contract) in the locality, as predetermined by the Secretary of Labor pursuant to the Davis Bacon Act (40 U.S.C. 276a - 276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 -332).
  - (d) Lead-based Paint: In accordance with 24 C.F.R. Part 92.355, the Borrower certifies that HOME-assisted housing constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Act and is, therefore, subject to 24 C.F.R. Part 35. For HOME-assisted housing built prior to 1978, Borrower should have participants read and understand the provisions pertaining to lead-based paint.
  - (e) Conflict of Interest: In accordance with 24 C.F.R. Part 92.356, the Borrower certifies that no persons that have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a

HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- (f) Debarment and Suspension: In accordance with 24 C.F.R. Part 92.357, the Borrower must provide certification (contractor certification) that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in receiving HOME funds.
  - (g) Flood Insurance: Under the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of a Development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless reviewed and approved by Florida Housing in accordance with Floodplain Management Executive Order (EO) 11988.
6. Affirmative Marketing: The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. 92.351(b).
  7. Records and Reports: Where applicable the Borrower shall maintain records sufficient to meet the requirement of 24 C.F.R. 92.508 (a)(2), Program requirements; (a)(3), Development records; (a)(5), Other Federal requirements records; and (a)(6), program administration records. All records and reports herein shall be retained and made accessible as provided in 24 C.F.R. 92.508 (c) and (d) and Rule 67-48.021, Florida Administrative Code.
  8. Applicant and Contractor shall satisfy and comply with all requirements and provisions of 42 U.S.C. 12701 et seq., Section 420.5089, Florida Statutes, 24 C.F.R. part 92, and Fla. Admin. Code R. 67-48, as now or hereafter in effect..
  9. Religious Organizations: If the Borrower is or was created by a religious organization, it is hereby agreed that all HOME funds disbursed under this Proposal shall be subject to the conditions, restrictions and limitations in 24 C.F.R. 92.257.
  10. If applicable, within thirty (30) days after the execution of the Note and Mortgage the Borrower shall submit a plan for the relocation of current tenants in compliance with 24 C.F.R. 92.353, which plan shall be satisfactory to Florida Housing.
  11. Notwithstanding any provision of this Proposal, the parties agree and acknowledge that if selected for funding, the Applicant is subject to the satisfactory completion of an environmental review and receipt by Florida Housing of a release of funds from the U. S. Department of Housing and Urban Development [or the State of Florida] under 24 CFR Part 58. The parties further agree that the provision of any funds to the development is conditioned on Florida Housing's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

**Section Six:  
EVALUATION PROCESS**

A. The Committee will evaluate the Proposals based on the criteria described below. The Committee expects to conduct one or more public, noticed meetings during which it will discuss the Proposals. The Committee will recommend none or one or more of the Proposals to the Board for full or partial funding on such schedules and terms as Florida Housing deems appropriate based on its own review and the review of its Credit Underwriters and any others contractors.

B. An Applicant's past and current performance in Florida Housing's programs may be considered in reviewing its Proposal. Florida Housing reserves the right not to issue, or to rescind if already issued, an award to any Applicant if it has been determined that the Applicant, any member of an Applicant that consists of multiple people or entities, or an officer, director, manager, or principal of an Applicant or member of an Applicant is not in compliance or is in financial arrears as to any Florida Housing program and has not taken satisfactory steps to remedy such non-compliance and/or financial arrearages as determined by Florida Housing.

C. Notwithstanding an award by the Board pursuant to this RFP, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria in Fla. Admin. Code R. 67-48.0072.

D. Florida Housing reserves the right to assign its technical assistance provider if deemed necessary.

E. The following threshold items must be provided to be considered for funding:

**Threshold Items**

- Applicant must demonstrate that it is a legally formed entity eligible to do business in the state of Florida on or before the RFP deadline;
- Ability to proceed, as evidenced by site control, must be demonstrated;
- Applicant must commit to applicable minimum set-aside as stated herein;
- Financing documentation must reflect the following: All commitments must be considered firm and total sources must equal or exceed uses; and
- Evidence of need and demand as demonstrated by a needs assessment.



**Section Seven:  
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFP on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**DEVELOPMENT COST PRO FORMA**

- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
- (2) Developer fee on Existing Buildings to be Acquired/Owned may not exceed 4% of the cost of the building ONLY (exclusive of land).
- (3) General Contractor's fee is limited to 14% of actual construction cost. General Contractor's fee must be disclosed.
- (4) Hard and soft cost contingency amounts cannot exceed the limits stated in Rule Chapter 67-48, F.A.C.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	1 ELIGIBLE (HOME)
<b>PROJECT COST</b>	
<i>Actual Construction Cost</i>	
Demolition	_____
<b>*Off-site (explain in detail)</b>	_____
New Rental Units	_____
Rehab of Existing Rental Units	_____
Accessory Buildings	_____
Recreational Amenities	_____
Rehab of Existing Common Areas	_____
<b>*Other (explain in detail)</b>	_____
<b>A1. Actual Construction Cost</b>	<b>\$</b> _____
<b>*Contingency (explain in detail)</b>	_____
<b>A1.1 Sub-Total</b>	<b>\$</b> _____
<b>A1.2. General Contractor Fee (5)</b> (Max. 14% of A1., column 3)	<b>\$</b> _____
<b>A1.3. Total Actual Construction Cost</b>	<b>\$</b> _____
<i>Financial Cost</i>	
Construction Loan	
Credit Enhancement	_____

Construction Loan Interest	_____
Construction Loan Orig. Fee	_____
Bridge Loan Interest	_____
Bridge Loan Orig. Fee	_____
Permanent Loan Credit Enhancement	_____
Permanent Loan Origination Fee	_____
Reserves Required by Lender	_____
<b>A2. Total Financial Cost</b>	<b>\$ _____</b>
<i>General Development Costs</i>	
Accounting Fees	_____
Appraisal	_____
Architect's Fee - Design	_____
Architect's Fee - Supervision	_____
Builder's Risk Insurance	_____
Building Permit	_____
Brokerage Fees - Land	_____
Brokerage Fees - Buildings	_____
Closing Costs - Construction Loan	_____
Closing Costs - Permanent Loan	_____
Engineering Fee	_____

<b>*Impact Fees (list in detail)</b>	_____
Inspection Fees	_____
Insurance	_____
Legal Fees	_____
Market Study	_____
Marketing/Advertising	_____
Property Taxes	_____
Soil Test Report	_____
Survey	_____
Title Insurance	_____
Utility Connection Fee	_____
<b>*Other (explain in detail)</b>	_____
<b>*Contingency (7) (explain in detail)</b>	_____
<b>A3. TOTAL GENERAL DEVELOPMENT COST</b>	<b>\$ _____</b>
<b>B. DEVELOPMENT COST (A1.3+A2+A3)</b>	<b>\$ _____</b>
<b>C. DEVELOPER'S FEE (2)</b>	<b>\$ _____</b>
<b>ACQUISITION COST OF EXISTING DEVELOPMENTS (EXCLUDING LAND)</b>	
Existing Buildings	_____
Developer fee on Existing Buildings (3)	_____
<b>*Other (explain in detail)</b>	_____
<b>D. TOTAL ACQUISITION COST</b>	<b>\$ _____</b>
<b>LAND COST</b>	
Land	_____
<b>E. TOTAL LAND COST</b>	<b>\$ _____</b>
<b>F. TOTAL DEVELOPMENT COST (B+C+D+E)</b>	<b>\$ _____</b>

**Detail/Explanation Sheet**

**Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.**

**Development Cost**

*Acquisition Cost of Existing Developments*

Other: \_\_\_\_\_  
\_\_\_\_\_

*Actual Construction Cost*

Off-site: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Contingency: \_\_\_\_\_

*General Development Costs*

Impact Fees: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contingency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONSTRUCTION or REHAB ANALYSIS	AMOUNT
A. Total Development Cost:	\$ _____
B. Sources:	
1. HOME Loan Requested	\$ _____
2. First Mortgage Financing	\$ _____
3. Second Mortgage Financing	\$ _____
4. Third Mortgage Financing	\$ _____
5. Deferred Developer Fee	\$ _____
6. Grants	\$ _____
7. Equity - Partner's Contribution	\$ _____
8. Other: _____	\$ _____
9. Other: _____	\$ _____
10. Total Sources	\$ _____
C. Financing Shortfall (A. - B.13.):	\$ _____

Each Exhibit must be listed behind its own Tab. DO NOT include all exhibits behind one tab.

**PERMANENT  
ANALYSIS**

**AMOUNT**

<b>A. Total Development Cost:</b>	\$ _____
<b>B. Sources:</b>	
1. HOME Loan Requested:	_____
2. First Mortgage Financing	\$ _____
3. Second Mortgage Financing	\$ _____
4. Third Mortgage Financing	\$ _____
5. Deferred Developer Fee	\$ _____
6. Grants	\$ _____
7. Equity - Partner's Contribution	\$ _____
8. Other: _____	\$ _____
9. Other: _____	\$ _____
10. Total Sources	\$ _____
<b>C. Financing Shortfall (A. - B.13.):</b>	\$ _____

Each Exhibit must be listed behind its own Tab. DO NOT include all exhibits behind one tab.

Rec - 146.00

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
Junious D. Brown III, Esq.  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308

Return to:  
DIVITO & HIGHAM  
4514 CENTRAL AVENUE  
ST. PETERSBURG, FL 33711

Inst: 201114016689 Date: 9/19/2011 Time: 2:29 PM  
DC, Mitzie McGavic, Desoto County Page 1 of 17

ABOVE SPACE RESERVED FOR  
RECORDING PURPOSES ONLY

**LAND USE RESTRICTION AGREEMENT**

**(Casa San Juan Bosco Community, Phase I / HOME / RFP 2005-05-02)**

**THIS LAND USE RESTRICTION AGREEMENT** (this "Agreement") is made and entered into as of September 15, 2011, between CASA SAN JUAN BOSCO, INC., a Florida non-profit corporation (the "Borrower"), and FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida ("Florida Housing") (which term as used in every instance shall include Florida Housing's successors and assigns).

**RECITALS**

A. Except as otherwise specified herein, capitalized terms used but not defined shall have the meanings ascribed thereto in that certain Construction Loan Agreement of even date herewith (the "Construction Loan Agreement") among Florida Housing, the Borrower and SELTZER MANAGEMENT GROUP, INC., a Florida corporation (the "Servicer").

B. Florida Housing has been created and organized pursuant to and in accordance with the provisions of the Florida Housing Finance Corporation Act, Chapter 420, Part V, Fla. Stat., as amended (the "Act"), for the purpose, among others, of financing the costs of residential developments that will provide decent, safe and sanitary housing for persons or families of very low, low, moderate or middle income in the State of Florida (the "State").

C. The State has been designated by the United States Department of Housing and Urban Development as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program governed by 42 U.S.C. Section 12701 et seq., Section 420.5089, Fla. Stat., and 24 C.F.R. Part 92 (the "HOME Program").

D. Florida Housing has been designated by the State as the allocating authority for HOME Program funds.



E. The Borrower has applied to Florida Housing and Florida Housing has agreed, under certain conditions, to approve and administer a loan under the Florida Housing Finance Corporation Request for Proposals 2005-05 for the Development and Rehabilitation of Migrant Farmworker Housing dated August 26, 2005 (the "RFP"), and the HOME Program and the applicable rules of Florida Housing related thereto, as codified at Rule Chapter 67-48, Fla. Admin. Code, in effect as of February 7, 2005 (the "Rule"), in the principal amount of SIX MILLION, TWO HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$6,233,838) (the "Loan") for the construction and permanent financing of that certain multifamily rental housing development to be known as Casa San Juan Bosco Community, Phase I (the "Development") located on property in DeSoto County, Florida (the "County") more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land").

F. Under the terms of the Construction Loan Agreement executed simultaneously herewith, the Borrower has agreed that the Development shall comply with the requirements specified herein with respect to the HOME-Assisted Units and the rent levels applicable thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Florida Housing hereby contract and agree as follows:

## **ARTICLE I** **AGREEMENT**

**Definitions and Interpretation.** Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement:

"**Applicant**" means any person or legally formed entity who wishes to provide housing affordable to low-income or very low-income persons or families pursuant to the provisions of the HOME Program and who is requesting a loan from Florida Housing for such development.

"**Development**" means the buildings, equipment and improvements now existing and/or to be constructed on the Land.

"**Elderly**" means persons 62 years of age or older. With respect to the HOME Program, persons meeting the Federal Fair Housing Act requirements for Elderly shall be considered Elderly.

"**First Mortgage**" means, collectively, that certain Mortgage and that certain Security Agreement, each dated August 31, 2011, from the Borrower to United States of America, acting through the Rural Housing Service, or successor agency, United States Department of Agriculture, and recorded in the Public Records of DeSoto County, Florida, which secure, in addition to the other obligations described in such First Mortgage, the repayment of that certain Promissory Note dated August 31, 2011 in the original principal amount of \$900,000.

**"First Mortgagee"** means United States of America, acting through the Rural Housing Service, or successor agency, United States Department of Agriculture.

**"HOME-Assisted Units"** means all fifty-three (53) of the units within the Development.

**"HUD"** means the United States Department of Housing and Urban Development.

**"Land"** means the real property described in Exhibit "A" attached hereto and made a part hereof.

**"Loan"** means the mortgage loan from Florida Housing as lender to the Borrower as borrower with respect to the Development to be made in accordance with the Note, the Construction Loan Agreement and secured by the Mortgage for the purpose of providing a portion of the construction and permanent financing for the Development.

**"Loan Documents"** means this Agreement, the Mortgage, the Note, the Construction Loan Agreement and all other documents evidencing or securing the Loan.

**"Migrant Farmworker"** means a person who travels across state or county boundaries to do agricultural work of a seasonal or other temporary nature, and who is required to be absent overnight from his or her permanent place of residence. Exceptions are immediate family members of an agricultural employer or a farm labor contractor, or a temporary foreign worker.

**"Mortgage"** shall mean the Mortgage and Security Agreement of even date herewith from the Borrower in favor of Florida Housing granting a second priority mortgage lien on and security interest in the Land, the Development and the rents and income therefrom and securing the obligation of the Borrower under the Construction Loan Agreement and the Note, as may be amended, modified or supplemented from time to time.

**"Note"** means the Promissory Note dated as of the date hereof, in the original principal amount of \$6,233,838, with the Borrower as payor and Florida Housing as payee thereunder, evidencing the Loan pursuant to the Loan Documents, as may be amended, modified or supplemented from time to time.

**"Term of this Agreement"** means the term determined pursuant to Article IX hereof.

## **ARTICLE II**

### **RESIDENTIAL RENTAL DEVELOPMENT**

Florida Housing and the Borrower hereby declare their understanding and intent that, during the Term of this Agreement, the Development is to be owned, managed and operated according to the terms and conditions of the Act, the RFP, the HOME Program, this Agreement and the Loan Documents. To that end, the Borrower hereby represents, covenants and agrees as follows:

2.01. The Development is being constructed for the purpose of providing rental housing, and the Borrower, its successors or assigns, shall own, manage, and operate the Development as multi-family rental housing in accordance with the provisions contained herein.

2.02. There will be fifty-three (53) total units in the Development, all fifty-three (53) of which will be set aside as "HOME-Assisted Units." Under this Agreement, for a period of not less than twenty (20) years from the date that the first unit within the Development is occupied or, if occupied, from the date hereof, the units shall be set-aside as follows:

(a) Not less than 20% of the completed HOME-Assisted Units (11 units) in the Development shall be set aside for occupancy by persons or families having incomes at or below 50% of the area median gross income, adjusted for family size for the County ("Area Median Income") as determined by HUD, and not less than 80% of the HOME-Assisted Units (remaining units) shall be set aside for occupancy by persons or households having incomes at or below 60% of the Area Median Income as determined by HUD.

(b) One hundred percent (100%) of the units within the Development shall be rented to Migrant Farmworkers.

(c) At least 5% of the Development's total completed units shall be accessible to individuals with mobility impairments and an additional 2% at a minimum of the Development's total completed units (but not less than 1 unit) must be accessible to individuals with sensory impairments, in accordance with Section 504 of the Rehabilitation Act of 1973.

2.03. The rent levels of the HOME-Assisted Units shall be as follows: (a) a minimum of 20% of the HOME-Assisted Units (11 units) (Low-HOME Rent Units) shall be rented at the lesser of (i) the then applicable Section 8 Fair Market Rents, as enumerated by the United States Housing Act of 1937, for the County ("FMR") or (ii) rents that are 30% of 50% of the Area Median Income, adjusted for family size, less the then applicable utility allowance for each such unit, and (b) the remaining HOME-Assisted Units (High-HOME Rent Units) shall be rented at the lesser of (i) the FMR or (ii) rents that are 30% of 65% of the Area Median Income, adjusted for family size, less the then applicable utility allowance for each such unit.

2.04. That the Development shall be constructed, operated and maintained, as set forth in Exhibit "B" attached hereto and made a part hereof.

2.05. During the Term of this Agreement, the Borrower will not convert the Development to condominium ownership.

2.06. The Borrower shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Development. The Borrower shall not discriminate on the basis of age nor shall the Borrower discriminate against minor dependents (except when units are specifically being held for the Elderly, as defined in the Rule).

2.07. The Borrower hereby covenants and agrees that it will immediately withdraw from circulation any advertisement determined by Florida Housing to violate or be inconsistent with its policies, with respect to promoting rental housing for persons and families whose incomes are equal to or less than the respective amounts specified in Paragraph 2.02 of this Agreement, and consents to the remedy of specific performance.

2.08. Prior to the leasing of any unit in the Development, the Borrower shall confirm that the management company selected to manage the Development has obtained Florida Housing's approval. If, however, prior to closing the Loan, the Development has received certificates of occupancy and any units have been leased, the Borrower shall confirm such approval by Florida Housing prior to such closing. Florida Housing must be advised of any change in the Borrower's selection of a management company and the company must be approved by Florida Housing's compliance department prior to the firm assuming responsibility for the Development. In addition, the Borrower must keep Florida Housing's compliance staff apprised of the progress of Development completion and advised as to the expected opening date of the Development. The Borrower and/or an authorized representative must attend a Florida Housing Compliance Training Workshop prior to the leasing of any unit.

2.09. The Borrower shall annually certify the gross income of all persons occupying HOME-Assisted Units pursuant to the HOME Program. All persons or households qualified under the provisions of the HOME Program to occupy HOME-Assisted Units may continue to qualify to occupy HOME-Assisted Units in a Development funded by the HOME Program if the gross income of said persons or households at the time of annual recertification meets the requirements established in the Rule. Tenants whose annual income increases to exceed eighty percent (80%) of Area Median Income may remain in occupancy, but must pay as rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the tenant family's adjusted monthly income as recertified annually. Tenants in the HOME-Assisted Units which have tax credits may not pay rents in excess of the amounts allowed under the Low Income Housing Tax Credit Program (as such term is defined in the Rule). Should the annual recertification of persons or households result in noncompliance with income occupancy requirements, the next available unit must be rented to a person or household qualifying under the provisions of Section 24 C.F.R. 92.252 in order to ensure compliance of the Development.

The provisions of this Article II shall remain in effect during the Term of this Agreement; provided, however, that after payment of the Note in full, the Borrower may be discharged from its obligations under Articles II and III hereof to the extent that the same are assumed by any successor in interest to the Borrower pursuant to Article VIII hereof.

### **ARTICLE III**

#### **COMPLIANCE WITH HOME PROGRAM REQUIREMENTS**

In order to comply with the Act and Florida Housing's rules and regulations thereunder, the Borrower hereby covenants and agrees that, during the Term of this Agreement:

3.01. The HOME-Assisted Units in the Development shall be set aside for persons and families whose incomes are equal to or less than the respective amounts specified in Paragraph

2.02 of this Agreement. These set-asides shall remain in effect for twenty (20) years from the date that the first unit within the Development is occupied or, if occupied, from the date hereof.

3.02. The Borrower and its successors in interest shall at all times operate the Development in conformity with all federal, state and local laws, rules, regulations, ordinances and orders which may be applicable to the Development, including but not limited to HUD's rules and regulations.

#### **ARTICLE IV INDEMNIFICATION**

The Borrower hereby covenants and agrees that it shall indemnify and hold harmless Florida Housing and its directors, officers, members, officials, employees and agents from and against (i) any and all claims arising from any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Loan Documents or the Development, or arising out of the construction, operation and/or management of the Development or the granting of the Loan to the Borrower; and (ii) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against Florida Housing, or any of its directors, officers, members, officials, employees, or agents with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the indemnified party, shall assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. The indemnified party shall have the right to participate in the investigation and defense thereof and may employ separate counsel either with the approval and consent of the Borrower, which consent shall not be unreasonably withheld, or in the event the indemnified party reasonably determines that a conflict of interest exists between such party and the Borrower in connection therewith, in either of which events the Borrower shall pay the reasonable fees and expenses of such separate counsel. The Borrower shall have no obligation to indemnify Florida Housing for Florida Housing's own negligence or willful misconduct. The provisions of this Article IV shall survive the termination of this Agreement. Nothing herein shall be deemed to make the Borrower or its partners, members, trustees or directors personally obligated to pay the loan evidenced by the Note or any deficiencies in connection therewith.

#### **ARTICLE V CONSIDERATION**

In addition to other purposes, Florida Housing has authorized and made the Loan to the Borrower as an inducement to the Borrower to operate the HOME-Assisted Units in the Development for the benefit of persons or families whose incomes are equal to or less than the amounts specified in Paragraph 2.02 of this Agreement, for twenty (20) years. In consideration of the issuance of the Loan by Florida Housing for the foregoing purposes, Florida Housing and the Borrower have entered into this Agreement.

**ARTICLE VI**  
**RELIANCE**

In performing its duties hereunder, Florida Housing may rely upon statements and certificates of the Borrower and tenants of the Development believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Borrower pertaining to occupancy of the Development. In addition, Florida Housing may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or suffered by Florida Housing in good faith and in conformity with the opinion of such counsel.

**ARTICLE VII**  
**DEVELOPMENT WITHIN THE COUNTY LIMITS**

The Borrower hereby represents and warrants that the Development as of the date hereof is located entirely within the limits of the County.

**ARTICLE VIII**  
**SALE, TRANSFER OR REFINANCING OF DEVELOPMENT**

8.01. The Loan shall be assumable upon the sale, transfer or refinancing of the Development, subject to the following conditions:

8.01.1 The proposed transferee meets all specific applicant identity criteria (as specified in the Rule) which were required as conditions of the original Loan.

8.01.2 The proposed transferee agrees to maintain all set-asides and other requirements of the Loan for the period originally specified or longer, and agrees to assume the Borrower's obligations under this Agreement and the Loan Documents.

8.01.3 The proposed transferee and its application receives a favorable recommendation from Florida Housing's credit underwriter and approval by the Board of Directors of Florida Housing.

In the event the above-stated conditions are not met, the Loan as to both principal and interest, as well as all other obligations due or accrued under the Loan Documents, shall be due in full upon the sale, transfer or refinancing of the Development unless the consent of Florida Housing shall have been obtained or the transfer is otherwise permitted under the Loan Documents.

8.02. Sale, Transfer or Other Conveyance of Interests in the Borrower. Any material change (33.3% or more of an interest in the Borrower, a general partner of the Borrower or member of the Borrower, as applicable) in the ownership structure of the Borrower shall require prior approval of the Florida Housing Board of Directors. Changes to limited partnership interests shall not require prior approval; however, the Borrower shall provide Florida Housing with notice of any such change in a majority of the limited partnership interests.

8.03 The Borrower shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the HOME mortgage without prior approval of Florida Housing's Board of Directors and in compliance with the Rule.

**ARTICLE IX**  
**TERM**

This Agreement shall become effective upon its execution and delivery, and shall remain in full force and effect for a minimum of twenty (20) years from the date that the first unit within the Development is occupied or, if occupied, from the date hereof, unless earlier terminated pursuant to Article XIII.

**ARTICLE X**  
**DAMAGE, DESTRUCTION OR CONDEMNATION OF THE DEVELOPMENT**

In the event that the Development is damaged or destroyed or title to the Development, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, subject to the rights, if any, of the holder of the First Mortgage, the Borrower shall, to the extent funds are available, deposit with Florida Housing any insurance proceeds or any condemnation award, and shall, to the extent funds are available, promptly commence to rebuild, replace, repair or restore the Development in such manner as is consistent with the Loan Documents. Florida Housing shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Borrower fails to commence or to complete the rebuilding, repair, replacement or restoration of the Development, within a reasonable period of time, after notice from Florida Housing, Florida Housing shall have the right, in addition to any other remedies granted in the Loan Documents or at law or in equity, to repair, restore, rebuild or replace the Development so as to prevent the occurrence of a default hereunder.

**ARTICLE XI**  
**ENFORCEMENT**

If the Borrower defaults in the performance of its obligations under this Agreement or breaches any covenant, agreement or warranty of the Borrower set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by Florida Housing to the Borrower (or for an extended period approved by Florida Housing if such default stated in such notice can be corrected, but not within such thirty (30) day period, and if the Borrower commences such correction within such thirty (30) day period, and thereafter diligently pursues the same to completion within such extended period), then Florida Housing may declare all amounts due under the Note to be immediately due and payable, terminate all rights of the Borrower under this Agreement and subject to Article XVIII hereof, may take any other action at law or in equity or otherwise, whether for specific performance of any covenant in this Agreement or the Loan Documents or such other remedy as may be deemed most effectual by Florida Housing to enforce the obligations of the Borrower with respect to the Development. If a default by the Borrower under this Agreement is not cured within a time period acceptable to Florida Housing, Florida Housing may institute foreclosure

proceedings against the Development, but only as provided in the Mortgage and subject at all times to the lien priority of the First Mortgage. Notwithstanding any of the foregoing, but subject to Article XVIII hereof, Florida Housing will have the right to seek specific performance of any of the covenants and requirements of this Agreement.

**ARTICLE XII**  
**RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND**

12.01. Upon execution and delivery by the parties hereto, the Borrower shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of the County and in such manner and in such other places as Florida Housing may reasonably request, and shall pay all fees and charges incurred in connection therewith, including, without limitation, all documentary stamp tax, intangible tax or any other excise taxes which may be due and payable in connection with the transaction contemplated by the Loan Documents.

12.02. This Agreement and the covenants contained herein shall run with the Land and shall bind, and the benefits shall inure to, respectively, the Borrower and Florida Housing and their respective successors and assigns during the Term of this Agreement.

**ARTICLE XIII**  
**SUBORDINATION AND FORECLOSURE**

In the event of a foreclosure and sale of the Land or receipt of a deed in lieu of foreclosure pursuant to a default under the First Mortgage related to the Development, this Agreement shall be null and void and of no further force and effect, provided, however, that if a "Related Party" to the Borrower as defined in the Internal Revenue Code should purchase the Development following a foreclosure or a deed in lieu of foreclosure, the use restrictions set forth herein shall be reinstated as of the date of transfer to any such Related Party.

**ARTICLE XIV**  
**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State, with respect to both substantive rights and with respect to procedures and remedies.

**ARTICLE XV**  
**TENANT PROGRAMS**

The Borrower shall offer the tenant activities and programs set forth in Exhibit "B" hereto.



**ARTICLE XVI**  
**NOTICE AND EFFECT**

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; or (c) facsimile. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs.

Florida Housing: Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Attention: Executive Director  
Phone: (850) 488-4197  
Fax: (850) 488-9809

with a copy to: Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
Attention: Junious D. Brown III, Esq.  
Phone: (850) 224-4070  
Fax: (850) 224-4073

Borrower: Casa San Juan Bosco, Inc.  
1000 Pinebrook Road  
Venice, Florida 34285  
Attention: CEO  
Phone: (941) 928-2386  
Fax: (941) 349-8185

with a copy to: DiVito & Higham, P.A.  
4514 Central Avenue  
St. Petersburg, Florida 33711  
Attention: Joseph A. DiVito, Esq.  
Phone: (727) 321-1201  
Fax: (727) 321-5181

Servicer: Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, Florida 32413  
Attention: Benjamin S. Johnson  
Phone: (850) 233-3616  
Fax: (850) 233-1429

First Mortgagee: United States Department of Agriculture-  
Rural Development  
420 South State Road 7, Suite 166  
Royal Palm Beach, Florida 33414-4306  
Attention: Angela Prioleau, Area Director  
Fax: (561) 792-2711

Any party may change its address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

**ARTICLE XVII**  
**COMPLIANCE WITH LOW-INCOME HOUSING TAX CREDIT REQUIREMENTS**

Nothing in this Agreement shall modify or affect any agreement to set aside units in the Development that the Borrower has made or may make with Florida Housing in any application for low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended and in effect with respect to such housing credits (the "Code") or in any Extended Low Income Housing Agreement (the "ELIHA") executed or to be executed in connection therewith. In the event of any conflict between this Agreement and the ELIHA, this Agreement shall control with respect to the requirements of the HOME Program, and Section 42 of the Code and any such ELIHA shall control with respect to the requirements of the eligibility for housing credits.

**ARTICLE XVIII**  
**LIMITED RECOURSE LIABILITY OF THE BORROWER**

The limited recourse provisions set forth in Section 3.07 of the Mortgage will apply with equal force as if set forth fully herein.

**ARTICLE XIX**  
**MISCELLANEOUS**

19.01. Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

19.02. The meaning, construction and interpretation of all terms and phrases used in the recitals of this Agreement shall be determined by reference to Article I of this Agreement. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any questions of intent shall arise.

19.03. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

19.04. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT**

**(Casa San Juan Bosco Community, Phase I / HOME / RFP 2005-05-02)**

**IN WITNESS WHEREOF**, Florida Housing and the Borrower have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

FLORIDA HOUSING FINANCE  
CORPORATION

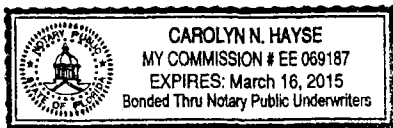
Carolyn N. Hayse  
Print: Carolyn N. Hayse  
Heather Boyd  
Print: Heather Boyd

By: [Signature]  
Kevin Tatreau  
Director of Multifamily Development Programs

Address: 227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2011, by KEVIN TETREAU, as Director of Multifamily Development Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.



Carolyn N. Hayse  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT

(Casa San Juan Bosco Community, Phase I / HOME / RFP 2005-05-02)

IN WITNESS WHEREOF, Florida Housing and the Borrower have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

CASA SAN JUAN BOSCO, INC., a Florida non-profit corporation

[Signature]  
Print: s/ Joseph A. Divito

[Signature]  
Print: s/ Jean M. Bridges

[Signature]  
Print: s/ Joseph A. Divito

[Signature]  
Print: s/ Jean M. Bridges

By: [Signature]  
Peter Routsis-Arroyo  
President

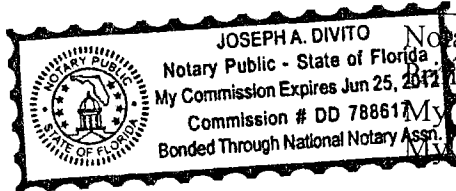
By: [Signature]  
James Sweeney  
Secretary

Address: 1000 Pinebrook Road  
Venice, Florida 34285

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 6th day of Sept, 2011, by Peter Routsis-Arroyo, as President of CASA SAN JUAN BOSCO, INC., a Florida non-profit corporation, on behalf of the corporation. Said person is personally known to me or has produced a valid driver's license as identification.



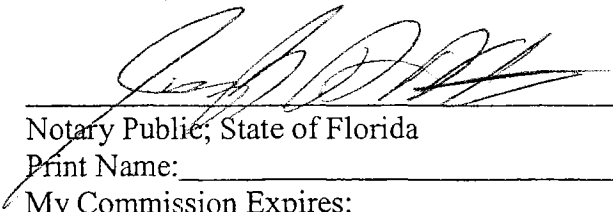
[Signature]  
Notary Public, State of Florida  
My Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

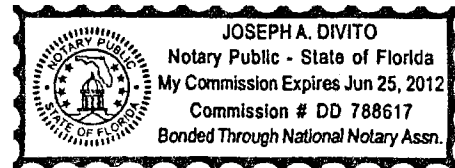
COUNTERPART SIGNATURE PAGE TO  
LAND USE RESTRICTION AGREEMENT

(Casa San Juan Bosco Community, Phase I / HOME / RFP 2005-05-02)

STATE OF FLORIDA  
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Sept, 2011, by James Sweeney, as Secretary of CASA SAN JUAN BOSCO, INC., a Florida non-profit corporation, on behalf of the corporation. Said person is personally known to me or has produced a valid driver's license as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



## EXHIBIT "A"

### LEGAL DESCRIPTION

#### (Casa San Juan Bosco Community, Phase I)

A parcel of land lying and being in Section 7, Township 38 South, Range 25 East, Desoto County, Florida.

Commence at the Northwest corner of said Section 7, Township 38 South, Range 25 East; thence S. 89 Degrees 42' 26" E. along the North line of said Section 7, a distance of 35.00 feet to the intersection with the East monumented right of way line of Hillsborough Avenue; thence S. 00 Degrees 21' 23" W. along said East line, a distance of 1,555.00 feet for a Point of Beginning; thence East, a distance of 218.23 feet; thence South, a distance of 186.88 feet; thence East, a distance of 530.38 feet; thence North, a distance of 199.58 feet; thence East, a distance of 401.62 feet; thence South, a distance of 104.44 feet; thence N. 89 Degrees 56' 38" E., a distance of 494.28 feet; thence S. 00 Degrees 01' 42" W., a distance of 122.06 feet; thence S. 17 Degrees 31' 16" E., a distance of 110.34 feet; thence S. 35 Degrees 33' 03" E., a distance of 99.78 feet; thence S. 55 Degrees 47' 18" E., a distance of 181.17 feet; thence N. 51 Degrees 19' 23" E., a distance of 103.14 feet; thence S. 38 Degrees 40' 37" E., a distance of 43.50 feet; thence S. 51 Degrees 19' 23" W., a distance of 87.61 feet; thence S. 38 Degrees 24' 30" E., a distance of 111.79 feet; thence S. 34 Degrees 36' 19" E., a distance of 58.37 feet; thence S. 31 Degrees 09' 04" E., a distance of 92.92 feet; thence S. 10 Degrees 07' 46" E., a distance of 47.12 feet; thence S. 16 Degrees 42' 25" W., a distance of 17.30 feet; thence S. 55 Degrees 18' 47" W., a distance of 13.95 feet; thence N. 49 Degrees 37' 50" W., a distance of 8.50 feet; thence N. 70 Degrees 10' 08" W., a distance of 11.04 feet; thence N. 88 Degrees 03' 46" W., a distance of 82.58 feet; thence S. 86 Degrees 22' 22" W., a distance of 34.50 feet to a point of curvature of a non-tangential curve, concave South, of which the radius point lies S. 09 Degrees 33' 15" E., a radial distance of 231.03 feet; thence Westerly along the arc of said curve through a central angle of 21 Degrees 32' 34", a distance of 86.87 feet, said curve being subtended by a chord that bears S. 69 Degrees 40' 28" W., a distance of 86.35 feet to a point of reverse curvature, concave North, having a radius of 100.00 feet and a central angle of 31 Degrees 05' 49"; thence Westerly along the arc of said curve a distance of 54.27 feet, said curve being subtended by a chord that bears S. 74 Degrees 27' 05" W., a distance of 53.61 feet; thence West, a distance of 1,557.64 feet to a point of curvature, concave Northeast, having a radius of 25.00 feet and a central angle of 90 Degrees 00' 00"; thence Northwesterly along the arc of said curve a distance of 39.27 feet, said curve being subtended by a chord that bears N. 45 Degrees 00' 00" W., a distance of 35.36 feet; thence North, a distance of 121.36 feet; thence S. 89 Degrees 59' 54" W., a distance of 28.13 feet; thence N 00 Degrees 00' 32" W., a distance of 7.50 feet; thence N. 89 Degrees 56' 11" W., a distance of 194.40 feet; thence N 00 Degrees 21' 21" E., a distance of 93.80 feet; thence East, a distance of 193.80 feet; thence N 00 Degrees 00' 32" W., a distance of 401.57 feet; thence N. 89 Degrees 59' 36" W., a distance of 191.25 feet; thence N. 00 Degrees 21' 23" E., a distance of 196.93 feet to the Point of Beginning.

**EXHIBIT "B"**

**(Casa San Juan Bosco Community, Phase I / HOME / RFP 2005-05-02)**  
DeSoto County  
Development Features and Amenities – RFP Farmworker

A. The Development will consist of 53 single-family homes.

Unit Mix:

37	Three bedroom / two bath units containing a minimum of 1,138 square feet of heated and cooled living area
16	Four bedroom / two bath units containing a minimum of 1,310 square feet of heated and cooled living area
53	Total units

The Development is to be constructed in accordance with the final plans and specifications approved by the appropriate city or county building or planning department or equivalent agency, and approved as reflected in the Pre-Construction Analysis prepared for Florida Housing or its Servicer, unless a change order has been approved in writing by Florida Housing or its Servicer. The Development will conform to requirements of local, state & federal laws, rules, regulations, ordinances, orders and codes, Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans With Disabilities Accessibility Implementation Act ("ADA"), as applicable.

**B.** Each **UNIT** will be fully equipped with the following:

1. Air conditioning (window units are not allowed, however, through-wall units are permissible for rehabilitation)
2. Window treatments for each window
3. Termite prevention and pest control throughout the entire affordability period
4. Peephole on all exterior doors
5. Cable or satellite TV hook-up
6. Range, oven and refrigerator
7. At least two full bathrooms in all three bedroom or larger new construction units
8. Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units
9. Exterior lighting in open and common area