

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

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ATLANTIC HOUSING
PARTNERS, LLLP,

FLORIDA HOUSING FINANCE
CORPORATION

Petitioner,

vs.

Case No.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

**PETITION FOR ADMINISTRATIVE DETERMINATION
OF INVALIDITY OF PROPOSED RULE**

Pursuant to Section 120.56(1) and (2), Fla. Stat., Atlantic Housing Partners, LLLP (“Atlantic Housing”), hereby challenges as invalid exercises of delegated legislative authority certain proposed revisions to Florida Housing Finance Corporation’s 2009 Universal Application Instructions, application form, and exhibit forms, proposed to be incorporated by reference into Rules 67-21.003 and 67-48.004, Fla. Admin. Code. Atlantic Housing does not challenge any other provisions of Rule Chapters 67-21 or 67-48, and does not challenge the proposed adoption and incorporation by reference of a 2009 Qualified Allocation Plan for the Housing Credit Program, proposed to be incorporated by reference at Rule 67-48.002(95). In support of this Petition, Atlantic Housing states as follows:

Parties

1. Petitioner is Atlantic Housing Partners, LLLP, a Florida limited liability limited partnership. Atlantic Housing’s address is 329 North Park Avenue, Suite 300, Winter Park, Florida 32789. For purposes of this proceeding, Atlantic Housing’s address is that of its undersigned counsel, M. Christopher Bryant, Oertel, Fernandez, Cole & Bryant, P.A., P.O. Box

1110, Tallahassee, Florida 32302-1110, telephone number 850-521-0700, facsimile number 850-521-0720.

2. The Respondent is the Florida Housing Finance Corporation (“FHFC” or “Florida Housing”), a public corporation created by Section 420.504, Fla. Stat., to administer the governmental function of financing or refinancing housing and related facilities in Florida. FHFC’s address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32399-1329. FHFC has not assigned a particular file number or docket number to this rulemaking effort. The rules affected are Rules 67-21.003(1)(a) and 67-48.004(1)(a), Fla. Admin. Code, which incorporate by reference certain documents known as the 2009 Universal Application Package. The Florida Administrative Weekly online Notice ID Number for the amendments to Rule Chapter 67-21 is 6939300, and the Notice ID Number for the amendments to Rule Chapter 67-48 is 6936875. Formal publication of the proposed rules was approved by the FHFC Board of Directors at its March 13, 2009 meeting.

Notice and Rule Development

3. In the March 27, 2009, Florida Administrative Weekly (“FAW”), Volume 35, No. 12, pages 1436 through 1457, FHFC gave notice of the proposed amendments to Rule Chapter 67-21, Fla. Admin. Code, and to forms and instructions which make up the Universal Application Package, incorporated by reference into Rule 67-21.003(1)(a). A copy of the FAW excerpt containing the proposed amended Rule 67-21 is attached hereto as Exhibit “A.”

4. In the March 27, 2009, FAW, at Volume 35, No. 12, pages 1457 through 1495, FHFC gave notice of proposed amendments to Rule Chapter 67-48, Fla. Admin. Code, and to the same Universal Application Package, incorporated by reference into Rule 67-48.004(1)(a). A copy of the proposed amended Rule 67-48 is attached hereto as Exhibit “B.”

5. The March 27 notices for the proposed rules indicated that a hearing would be held at FHFC's office in Tallahassee, Florida, on Friday, April 17, 2009, at 9 a.m. Undersigned counsel for Atlantic Housing attended the public hearing which was held on that date, and which was the final public hearing held on proposed rules. By filing this Petition within 10 days of the final public hearing, this Petition is timely pursuant to Section 120.56(2), Fla. Stat.

6. The proposed rules, at Rules 67-21.003(1)(a) and 67-48.004(1)(a), incorporate by reference a revised Universal Application Package. The Universal Application Package consists of an Application Form, Exhibit Forms, and Universal Application Instructions. The proposed revised Universal Application form, labeled "3-13-09 Draft," is attached hereto as Exhibit "C." The proposed revision to the Universal Application Exhibit Forms consist of 33 pages of single page forms; Petitioner only objects to the page designated "2009 Universal Cycle-Declaration of Priority I Related Applications, 3-6-09 Draft," a copy of which is attached hereto as Exhibit "D." The proposed revised Universal Application Instructions, labeled "3-13-09 Draft," are attached hereto as Exhibit "E."

7. Petitioner challenges the provisions of the Universal Application Package specified on the document attached hereto as Exhibit "F," labeled "Challenged Provisions of 2009 Universal Application Package;" Exhibit F is adopted and incorporated into this Petition by reference. Petitioner also challenges proposed amendments to Rules 67-21.003(1)(a) and 67-48.004(1)(a) which adopt and incorporate by reference the revised versions of the Universal Application Package, which contain the provisions challenged by Petitioner.

Substantial Interests Affected

8. Atlantic Housing's substantial interests are affected because it is a Developer of affordable housing in Florida. Atlantic Housing is frequently identified as the Developer in

applications submitted to FHFC for public financing of affordable housing development activities. In applications submitted for such financing in 2008, Atlantic Housing was the Developer identified in forty-six (46) applications. Such applications are typically submitted by single-purpose, single-asset entities formed by Developers such as Atlantic Housing to pursue a specific development. Atlantic Housing possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing. In just the past six years, Atlantic Housing and its related entities (and predecessors) have successfully completed the construction of over twenty-five (25) affordable housing developments, and in excess of 3,600 affordable housing units, in the State of Florida utilizing FHFC – distributed funding.

9. Atlantic Housing is a “Developer” as that term is defined by current FHFC Rules 67-21.002(29) and 67-48.002(29), Fla. Admin. Code. By virtue of being a Developer, Atlantic Housing is also deemed to be a “Financial Beneficiary” of applications in which it is listed as the Developer, pursuant to current Rules 67-21.002(41) and 67-48.002(47) (proposed to be renumbered as (48)), Fla. Admin. Code. As a Developer, Atlantic Housing is entitled to earn a Developer Fee not to exceed 16 to 18% of the Development Cost, depending on the FHFC programs from which funding is provided.

10. The rule provisions challenged by this Petition are designed to limit the number of applications that can reasonably compete for funding under Florida Housing’s programs. Generally, no more than three applications submitted by any group of related Applicants, Developers, and other entities can be designated as “Priority I” applications, with all other applications from that same group automatically designated as “Priority II.” Under the challenged rule provisions, all Applications which designate Atlantic Housing as the Developer would be considered a single Pool of Related Applications, and would be subjected to the

limitation of three Priority I Applications. The proposed rules specify that, except in certain circumstances for satisfying “special set-aside” goals, no Priority II applications will be considered for funding until all eligible Priority I applications have been funded.

11. As an entity whose efforts in developing affordable housing as administered by FHFC are subject to regulation by FHFC, as a Developer, Financial Beneficiary, and Affiliate, Atlantic Housing’s substantial interests are affected per se by FHFC rules and by the proposed rules. See, Reiff v. Northeast Florida State Hospital, 710 So. 2d 1030, 1032 (Fla. 1st DCA 1998); Ward v. Board of Trustees of Internal Improvement Trust Fund, 651 So. 2d 1236, 1237-1238 (Fla. 4th DCA 1995); Florida League of Cities v. Department of Environmental Regulation, 603 So. 2d 1363 (Fla. 1st DCA 1992); Coalition of Mental Health Professions v. Department of Professional Regulation, 546 So. 2d 27 (Fla. 1st DCA 1989).

12. Atlantic Housing is also substantially affected in fact because the operation of the proposed rule amendments will limit the number of applications in which Atlantic Housing is the named Developer that can be selected for funding. Generally, the Pool of Related Applications naming Atlantic Housing as Developer could have no more than three applications selected for funding, regardless of the number of applications submitted by Atlantic Housing, and regardless of the merits of those applications or how they are scored and ranked compared to other applications. An additional three applications involving Atlantic Housing could be selected, but only if Atlantic Housing entered into a Joint Venture with a Public Housing Authority or with a Non-Profit entity and provides at least 25% of the Developer fee to the Non-Profit entity. This limitation to three (or six) developments limits the number of affordable housing developments for which Atlantic Housing can receive funding, and limits the total Developer fee revenues that Atlantic Housing can earn.

Background – FHFC’s Application Process

13. FHFC is an agency of the State of Florida that distributes various forms of financing to applicants to construct affordable multi-family rental housing. Its statutory authority and mandates appear in Part V of Chapter 420, Florida Statutes, at Sections 420.501 through 420.55. Among the programs administered by FHFC to accomplish this are the State Apartment Incentive Loan (“SAIL”) program, the Multi-Family Mortgage Revenue Bond (“MMRB”) program, and the federal low income housing tax credit, or “housing credit” (“HC”) program.

14. FHFC administers these three programs through a single, combined competitive process known as the Universal Cycle. In some ways, the Universal Cycle is like an annual competitive bidding process, in which applicants compete against other applicants to be selected for funding. Applicants must submit detailed applications by a set deadline. In 2008, about 275 applications were submitted by developers for SAIL, MMRB, or HC financing, and approximately 50 of those were initially selected for funding.

15. FHFC’s selection process involves evaluating each application to make sure it meets certain threshold requirements to demonstrate the proposed development’s ability to move forward. Applications also receive points towards a numerical score, based on such features as programs for tenants, amenities of the development as a whole and of the tenants’ units, local government contributions to the specific development, and local government ordinances and planning efforts that support affordable housing in general.

16. Because of the likelihood that so many applications will achieve a “perfect score” of 66, FHFC has also built into its program a series of “tiebreakers” to bring certainty to the

selection process. The tiebreakers are written into the Application Instructions, which are incorporated by reference into FHFC's rules.

17. Typically, FHFC amends its Universal Cycle rules, forms, and instructions each year, with such amendments adopted to take effect prior to an established Application Deadline. The rules governing the 2009 Application process were noticed for adoption in the March 27, 2009, FAW, at Volume 35, No. 12. The Application Deadline is currently scheduled for May 26, 2009.

18. Applications are initially reviewed by FHFC staff, and FHFC releases its preliminary determinations as to whether the applicant satisfies all threshold responsiveness requirements, and as to the score and tiebreaker score that should be assigned to the application. Applicants then have an opportunity to alert FHFC staff in writing as to possible errors that have occurred in either threshold determinations or scoring or tiebreaker scoring determinations in competitors' applications. Applicants can "cure" their applications by supplementing, correcting, or amending the application and its supporting documentation. Certain items that are specified in FHFC's rules cannot be "cured"; in 2009 those incurable items would include the designation of an Application as Priority I or Priority II. There is a deadline after which no cures can be submitted; in the 2009 Universal Cycle, that deadline is July 21, 2009.

19. After all cures have been submitted, and after an applicant's competitors have had the opportunity to review and comment on attempted cures, FHFC staff issues a "final" score for each application, setting out the staff's final position on threshold issues, scoring, and tiebreaker scores. Although designated as "final" scores, the scores in fact represent preliminary agency action which is accompanied by a point of entry for an applicant to request a formal or informal administrative proceeding on the scoring of the applicant's own application only. Generally,

FHFC applicants who request hearings are satisfied to proceed under the informal hearing process of Section 120.57(2), on a relatively expedited basis with the hearings presided over by outside attorneys retained by FHFC as contract hearing officers. The majority of applicants do not request hearings; in the 2007 Universal Cycle, for example, in which 180 applications were initially submitted, only six Applicants requested administrative proceedings, and at least two of those applicants subsequently withdrew their requests for hearing.

20. After the entry of recommended orders from informal hearings, the FHFC Board takes up the recommended orders for consideration and for approval of final orders. At this same meeting, the Board approves final rankings of the Applications that are eligible for consideration (i.e., those that met threshold requirements). Approval of final rankings for the 2009 Universal Cycle is scheduled for October 23, 2009.

21. Final rankings are used to determine which applications are preliminarily selected for funding. Some applications are selected to meet certain targeting goals that address housing needs of particular demographic groups (such as farmworkers, commercial fishery workers, the homeless, or the elderly) or specific geographic needs (such as the Florida Keys or inner city areas). Once these special targeting and “special set-aside” goals are met, FHFC uses the final rankings to achieve a distribution of affordable housing units among counties with small, medium, and large populations.

22. Within the county size groups, FHFC also uses a “Set Aside Unit Limitation,” or SAUL, formula to attempt to fund affordable housing units throughout the state, to make sure that one large county, for example, does not get awarded all of the large county units, even if the applications for that county happen to have perfect scores and prevail on all tiebreakers. Despite all of these efforts, however, there are typically still some counties for which applications will be

submitted that will not be awarded any funding in a given year, simply because there is not enough funding available to fund a Development in each county.

23. Those Applications preliminarily selected for funding are then invited into the credit underwriting process. This process involves third party financial consultants selected by FHFC undertaking, at the Applicant's expense, the detailed review of all aspects of the proposed development, not limited to the information provided in the Application. The credit underwriter ultimately makes a recommendation as to whether the proposed development can be built within the Applicant's total budget, including the amount of FHFC subsidy and other funding sources, as well as whether the development can be reasonably expected to achieve long term stabilized occupancy and financial feasibility. If the credit underwriter provides a positive recommendation, and FHFC's Board of Directors agrees with that recommendation, then the requested financing proceeds to closing.

Proposed Amendments to Application Process

27. The Corporation has proposed several new or revised definitions, instructions, exhibit forms, and application sections used in the Universal Application Cycle, which combines the MMRB program, the SAIL program, and the HC program. The purpose of these rule revisions is to limit the number of applications from within any "Pool of Related Applications" that can receive funding. Each Applicant, Developer, the Principals or Affiliates of an Applicant, and the Principals or Affiliates of the Developer will, collectively, be considered a "Pool of Related Applicants." and will essentially be limited to no more than three funded applications in a cycle. A separate cap of three applications applies to three additional "Joint Venture Applications" by that same Applicant and its Principals or Affiliates, if it has entered into a Joint Venture with a Non-Profit entity or a Public Housing Authority.

28. The mechanism employed to impose this limit of three Applications (and three Joint Venture Applications) is to require the Applicant to designate no more than three Applications (and three Joint Venture Applications) as "Priority I" Applications. All Applications not expressly designated a Priority I Application by the Applicant will be designated a Priority II Application. The proposed rules spell out certain occurrences and circumstances which will result in an Application being designated a Priority II by the Corporation even if the Applicant designated it as Priority I.

29. The Application Instructions, 3-13-09 Draft, state at page 5:

During the ranking process, as outlined in the Ranking and Selection Criteria section of the Application Instructions, preference will be given to Priority I Applications.

At page 93, the proposed Instructions also state:

...Unless otherwise provided, when applying the SAUL Cycles for the Special Set-Asides and each Geographic Set-Aside, Priority I Application will be considered for funding first and if funds remain after funding all eligible Priority I Applications in each set-aside that can be funded, the Priority II Applications in that set-aside will be considered for funding.

(Emphasis added.) The significance of this provision is that the Applicants' designation of their own Applications as Priority I or Priority II will largely control the selection of developments for funding. This factor will control even over the geographic diversification of the developments. If, for example, multiple Applications are submitted by multiple Applicants in County A, but all of the Applicants designated their Applications in County A as Priority II (or they were designated by the Corporation as Priority II by operation of the proposed rules), then in all likelihood no Applications for developments in County A will be selected for funding. The only circumstance in which a Priority II Application would be selected for funding is if, within a Special Set-Aside or Geographic Set-Aside, all Applications submitted are Priority II

Applications, or an insufficient number of Priority I applications are submitted to claim all of the funding available in that Special Set-Aside or Geographic Set-Aside.

30. As a practical matter, the rules will result in only “Priority I” applications receiving funding. For illustration, in the 2008 Universal Application Cycle approximately 275 applications were submitted. Based on Atlantic Housing’s review of an “Applications Submitted” report prepared by the Corporation for the 2008 Cycle, if the definitions of “Pool of Related Applications” and “Related Applications” proposed for addition to the 2009 rules had been in effect, there would have been approximately 55 different Pools of Related Applications represented in the 2008 Cycle.

31. Some of these Pools of Related Applications from 2008 participated in Joint Venture arrangements with non-profit entities or public housing authorities. Based on the actual number of applications submitted by each of these Pools in 2008, the total number of applications that could have been designated as Priority I application in the 2008 cycle, if each Pool was limited to 3 Priority I applications with up to 3 more Priority I applications for those Pools that participants in joint ventures with Non-Profits on PHA’s, was over 120 applications.

32. Upon issuance of final rankings, Florida Housing designated approximately 50 applications from the 2008 cycle for funding. Clearly, then, the number of potential “Priority I” applications far exceeded the number of applications selected for funding. Because the proposed new criteria for ranking and selection of applications prohibit funding for Priority II applications within a given Set-Aside until all eligible Priority I applications within that Set-Aside have been funded, the designation of an application as Priority II essentially means that application will not be selected for funding.

33. Further, there were several Applicants selected for funding in the 2008 Universal Application Cycle who would have been disqualified for funding if the proposed rule amendments had been in effect. Those Applicants would have been considered to be within a Pool of Related Applications, and there were more than three Non-Joint Venture Applications from that same Pool that were preliminarily selected for funding. Specifically, there were 13 applications which involved Petitioner Atlantic Housing Partners as the Developer that were ranked with the funding range, and none of them were Joint Ventures with Non-Profit entities or Public Housing Authorities. Had the Priority I requirement existed for the 2008 cycle, Atlantic Housing would have been limited to receive funding for no more than 3 of those 13 applications; and those three would likely only have been selected if Atlantic Housing had been fortunate enough to identify those three as its "Priority I" applications at the start of the process, months before.

Statutory Authority

34. Florida Housing's statutory authority over financing affordable rental housing is found in Chapter 420, Florida Statutes. Section 420.507(12) contains a broad, general, and nonspecific grant of authority "to make rules necessary to carry out the purposes of this part and to exercise any power granted in this part pursuant to the provisions of Chapter 120." This section, along with Section 420.508(3)(a), cited as specific authority for Rule 67-21.003; and it is cited along with Section 420.507(22)(f) as specific authority for Rule 67-48.004.

35. Section 420.508(6), Fla. Stat., authorizes Florida Housing to:

Establish, by rule, a procedure for evaluating, scoring, and competitively ranking all applications for private activity bond allocation in connection with multifamily projects financing under this part.

The referenced "private activity bond allocation" multifamily projects is the multi-family mortgage revenue bond ("MMRB") program governed by Rule Chapter 67-21, Fla. Admin. Code. The statute does not instruct or authorize Florida Housing to limit the number of applications for MMRB to limit the number of applications for MMRB funding for any given Applicant, Developer, or Pool of Related Application.

36. The specific statutory authorization for the SAIL program authorizes Florida Housing to "geographically and demographically target the loans" and "establish, by rule, the procedure for evaluating, scoring, and competitively ranking all applications based on the criteria set forth in s. 420.5087(6)(c)." Section 420.507(22)(d) and (h), Fla., Stat. The referenced statute, s. 420.5087(6)(c), requires Florida Housing to establish, by rule, a scoring system for evaluation and competitive ranking of applications submitted in the SAIL program, "including, but not limited to," fifteen listed criteria. The listed criteria include such features as:

1. Tenant income and demographic targeting objectives of the corporation.
2. Targeting objectives of the corporation which will ensure an equitable distribution of loans between rural and urban areas.

* * *

7. Projects requiring the least amount of a state apartment incentive loan compared to overall project cost except that the share of the loan attributable to units serving extremely-low-income persons shall be excluded from this requirement.

* * *

9. Project feasibility.
10. Economic viability of the project.
11. Commitment of first mortgage financing.
12. Sponsor's prior experience.
13. Sponsor's ability to proceed with construction.

* * *

Subparagraph (e) of Section 420.5087(6) states that “the corporation may approve and reject applications for the purpose of achieving geographic targeting.” Section 420.5087(6) is one of the statutes cited as the “law implemented” for Rule 67-48.004, Fla. Admin. Code.

37. Other than the situations where an applicant lacks experience or lacks the ability to proceed with construction, FHFC does not have authority to reject or not fund a SAIL application based on the identity of the applicant or whom the applicant may be related to or affiliated with. Although the list of SAIL criteria is not an exclusive list, it is clear that the enumerated criteria all relate to amenities or features of the development that will benefit tenants or low income persons who are potential tenant, or to the applicant’s ability to complete the development. (The only enumerated criterion that specifically addresses the identity of the Applicant is “sponsor’s prior experience”). A limitation on the number of developments that any Applicant, Developer, or its Affiliates or principals can submit and expect to reasonably compete for funding serves none of these objectives.

38. Florida Housing’s statutory authority for administering the housing credit program provides a shorter list of considerations the Corporation is to use in selecting recipients of housing credits. Section 420.5099(2) states that the factors to be taken into consideration are:

- * the timeliness of the application,
- * the location of the proposed housing project,
- * the relative need in the area for low income housing and the availability of such housing,
- * the economic feasibility of the project, and
- * the ability of the applicant to proceed to completion of the project in the calendar year for which the credit is sought.

Section 420.5099(2) is one of the statutes cited as the “law implemented” for Rule 67-48.004, Fla. Admin. Code.

39. The housing credit statute also authorizes the Corporation to “request such information from applicants as will enable it to make the allocation according to the guidelines set forth in section (2).” The allowable consideration for allocating housing credits do not include discrimination against applicants based on which other applicants or entities they are affiliated with or related to.

40. Under its proposed rules, the Corporation can pass over higher scoring applicants to achieve demographic targeting and geographic targeting goals set out in the statute. But the Legislature has not authorized “applicant targeting” or “developer targeting” as legitimate goals which the selection process can be designed to favor.

Bases for Rule Invalidity

41. The proposed amendments to the Rule Chapters 67-21 and 67-48, and to Application Instructions, application form, and exhibits forms incorporated by reference in Rules 67-21.003 and 67-48.004, Fla. Admin. Code (FHFC’s Ranking and Selection Criteria Section of the 2008 Universal Application Instructions), constitute invalid exercises of delegated legislative authority.

42. FHFC lacks the specific legislative authority to adopt rules that (1) require an Applicant to designate its Application as “Priority I” or “Priority II;” (2) limit to three the number of Non-Joint Venture Applications that may be designated Priority I within a Pool of Related Applications; (3) limit to six (including both Joint Venture and Non-Joint Venture Applications) the number of applications within a Pool of Related Applications that may be designated Priority I; (4) redesignate an Applicant’s Application as Priority II (and thus severely reduce or eliminate its opportunity for funding) because it is within a given Pool of Related Applications which has designated more than the allowable number of Priority I Applications;

and (5) give preference to Priority I applications over Priority II applications in ranking and funding. The Florida Legislature has not authorized FHFC to discriminate among competing applications based on the identity of Applicants, Developers, Affiliates, or related applications or entities; and has not authorized FHFC to disregard geographic diversification by giving preference to self-designated Priority I applications over Priority II applications.

43. The decision to limit the number of applications that can be designated as Priority I by any Pool of Related Applicants, and to limit funding to self-designated Priority I Applicants (or to give preference to self-designated Priority I Applicants) is a fundamental policy that can only be established by the Legislature, not by Florida Housing. Florida Housing's "Priority I" policy is neither expressly nor impliedly authorized by the Legislature, and it does not further any of the policy goals the Legislature has set out in the statute.

44. The proposed rules are also invalid because they contravene the specific provisions of law implemented. By using Priority I designation to control the selection of applications for funding even where such designation will overrule geographic diversification and geographic targeting, FHFC has disregarded the legislative instruction to achieve distributions between rural and urban areas, and to achieve geographic targeting.

Disputed Issues of Material Fact

45. Atlantic Housing has initially identified the following disputed issues of material fact, or mixed questions of law and fact, which it reserves the right to supplement as additional facts become known to it.

- (a) Whether the proposed rules are supported by facts and logic. Atlantic Housing contends that they are not.

- (b) Whether FHFC has the statutory authority to require Applicants, Developers, and related entities to prioritize their own applications in a manner that severely diminishes or entirely eliminates the potential for funding of some such applications. Atlantic Housing contends that it does not.
- (c) Whether FHFC has the statutory authority to limit the number of “Priority I” applications that it will fund for any given Applicant, Developer, or Pool of Related Applicants. Atlantic Housing contends that it does not.
- (d) Whether the proposed rules are arbitrary and capricious. Atlantic Housing contends that they are.
- (e) Whether the proposed rules enlarge, modify, or contravene the specific provision of law implemented. Atlantic Housing contends that they do.
- (f) Whether FHFC has exceeded its grant of rulemaking authority. Atlantic Housing contends that it has.
- (g) Whether the proposed rules implement or interpret specific powers and duties granted by FHFC’s enabling statute. Atlantic Housing contends that they do not.

Concise Statement of Ultimate Facts

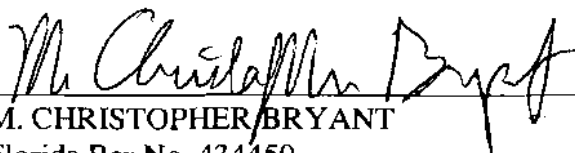
46. Atlantic Housing contends that FHFC lacks the authority to require Applicants to designate their applications as Priority I or Priority II; and to limit to three the number of Applications that any Pool of Related Applicants can designate as Priority I Applications; and to limit to three each (for a total of six), the number of Joint Venture Applications and Non-Joint Venture Applications which a Pool of Related Applicants can designate as Priority I

Applications; and to redesignate Applications as Priority II because they are within a Pool of Related Applications in which the maximum number of Priority I applications has been exceeded; and to give preference to Priority I Applications over Priority II Applications.

Request for Relief

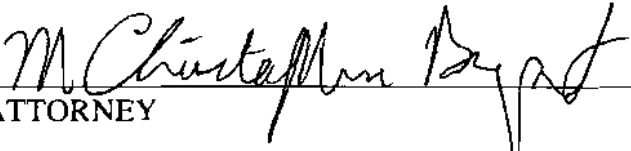
47. Atlantic Housing seeks entry of a final order determining that the proposed amendments constitute an invalid exercise of rulemaking authority as defined in Section 120.52(8), Fla. Stat. Atlantic Housing is entitled to this relief by Section 120.56(1) and (2), Fla. Stat.; and Chapter 420, Fla. Stat, including but not limited to Sections 420.507, 420.5087, and 420.5099, Fla. Stat. Atlantic Housing also seeks the award of its reasonable costs and attorneys' fees pursuant to Section 120.595(2), Fla. Stat., as there was no reasonable basis in law or fact for the proposed rules.

FILED this 27th day of April, 2009.


M. CHRISTOPHER BRYANT
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Attorney for Petitioner, Atlantic Housing Partners, LLLP

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that the original has been filed via Hand Delivery to the Clerk, Division of Administrative Hearings, The DeSoto Building, 1230 Apalachee Parkway, Tallahassee, Florida 32301-3060; and a copy via Hand Delivery to Wellington Meffert, General Counsel, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, this 27th day of April, 2009.



ATTORNEY

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Exhibits to Rule Challenge Petition

- A. Proposed Amendments to Rule Chapter 67-21, Fla. Admin. Code, as published in March 27, 2009, Florida Administrative Weekly, Volume 35, Number 12, pages 1436-1457
- B. Proposed Amendments to Rule Chapter 67-48, Fla. Admin. Code, as published in March 27, 2009, Florida Administrative Weekly, Volume 35, Number 12, pages 1457-1495
- C. Proposed Revised 2009 Universal Application Form, 3-13-09 Draft
- D. Excerpt of Proposed Revised 2009 Universal Application Exhibit Forms, Declaration of Priority I Related Applications, 3-6-09 Draft
- E. Proposed Revised 2009 Universal Application Instructions, 3-13-09 Draft
- F. List of Challenged Provisions of 2009 Universal Application Package

RULEMAKING AUTHORITY: 393.0661(1) FS.
LAW IMPLEMENTED: 393.0661(3)(b) FS.
A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:
DATE AND TIME: April 29, 2009, 2:00 p.m. - 5:00 p.m.
PLACE: Agency for Persons with Disabilities, 4030 Esplanade Way, Third Floor, Conference Room 301, Tallahassee, Florida 32399
THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Denise Arnold, Acting Bureau Chief, Home and Community Based Services, (850)488-3673

THE FULL TEXT OF THE PROPOSED RULE IS:

65G-4.0023 Tier Two Waiver.

The total budget in a cost plan year for each Tier Two Waiver client shall not exceed \$55,000. The Tier Two Waiver is limited to clients who meet the following criteria:

(1) The client's service needs include placement in a licensed residential facility and authorization for a moderate level of support for standard residential habilitation services or a minimal level of support for behavior focus residential habilitation services; greater than five hours per day of residential habilitation services; or

(2) The client is in supported living and is authorized to receive more than six hours a day of in-home support services.

Rulemaking Specific Authority 393.0661(3) FS. Law Implemented 393.0661(3)(b) FS. History--New 7-1-08, Amended _____.

NAME OF PERSON ORIGINATING PROPOSED RULE: Denise Arnold, Bureau Chief, Home and Community Based Services

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Jim DeBeaugrine

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: March 18, 2009

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAW: February 6, 2009

FLORIDA HOUSING FINANCE CORPORATION

Table with 2 columns: RULE NOS. and RULE TITLES. Includes entries for Definitions, Application and Selection Process for Developments, Applicant Administrative Appeal Procedures, Federal Set-Aside Requirements, Determination of Method of Bond Sale, Development Requirements, Fees, and Terms and Conditions of MMRB Loans.

Table with 2 columns: Rule Numbers and Rule Titles. Includes entries for Interest Rate on Mortgage Loans, Issuance of Revenue Bonds, Non-Credit Enhanced Multifamily Mortgage Revenue Bonds, Credit Underwriting Procedures, Use of Bonds with Other Affordable Housing Finance Programs, Transfer of Ownership, Refundings and Troubled Development Review, and Issuance of Bonds for Section 501(c)(3) Entities.

PURPOSE AND EFFECT: The purpose of this Rule Chapter is to establish the procedures by which the Corporation shall administer the Application process, determine bond allocation amounts and implement the provisions of the Multifamily Mortgage Revenue Bond (MMRB) Program authorized by Section 142 of the Code and Section 420.509, F.S.

The intent of this Rule Chapter is to encourage public-private partnerships to invest in residential housing; to stimulate the construction and rehabilitation of residential housing which in turn will stimulate the job market in the construction and related industries; and to increase and improve the supply of affordable housing in the State of Florida.

SUMMARY: Prior to the opening of an Application Cycle, the Corporation (1) researches the market need for affordable housing throughout the state of Florida and (2) evaluates prior Application Cycles to determine what changes or additions should be added to the Rule and/or Application. The proposed amendments to the Rule and adopted reference material include changes that will create a formulated process for selecting Developments that will apply in the 2009 Application Cycle.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS: No Statement of Estimated Regulatory Cost was prepared.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 420.507, 420.508 FS.
LAW IMPLEMENTED: 420.507, 420.508, 420.509 FS.
A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:

DATE AND TIME: April 17, 2009, 9:00 a.m.
PLACE: Florida Housing Finance Corporation, 227 North Bronough Street, 6th Floor, Seltzer Room, Tallahassee, Florida 32301. The hearing will be accessible via phone at 1(888)808-6959, Conference Code #1374197.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by

contacting: Wayne Conner, (850)488-4197. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULES IS: Wayne Conner, Deputy Development Officer, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329; (850)488-4197

THE FULL TEXT OF THE PROPOSED RULES IS:

67-21.002 Definitions.

(1) "Acknowledgment Resolution" means the official action taken by the Corporation to reflect its intent to finance a Development provided that the requirements of the Corporation, the terms of the MMRB Loan Commitment, and the terms of the Credit Underwriting Report are met.

(2) "Act" means the Florida Housing Finance Corporation Act, Chapter 420, Part V, F.S.

(3) "Address" means the address assigned by the United States Postal Service and must include address number, street name ~~and~~, city, ~~state and zip code~~. If the address has not yet been assigned, include, at a minimum, street name and closest designated intersection ~~and~~, city, ~~state and zip code~~.

(4) "Affiliate" means any person that (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant ~~or Developer~~, (ii) serves as an officer or director of the Applicant ~~or Developer~~ or of any Affiliate of the Applicant ~~or Developer~~, ~~or~~ (iii) ~~directly or indirectly receives or will receive a financial benefit from a Development, or~~ (iv) is the spouse, parent, child, sibling, or relative by marriage of a person described in (i) ~~or~~ (ii) ~~or~~ (iii) above.

(5) "ALF" or "Assisted Living Facility" means a Florida licensed living facility that complies with Sections 429.01 through 429.54, F.S., and Rule Chapter 58A-5, F.A.C.

(6) "Annual Household Income" means the gross income of a person, together with the gross income of all persons who intend to permanently reside with such person in the Development to be financed by the Corporation, as of the date of occupancy shown on the Income Certification promulgated by the Corporation.

(7) "Applicant" means any person or legally formed entity that is seeking a loan or funding from the Corporation by submitting an Application ~~or responding to a request for proposal~~ for one of the Corporation's programs.

(8) "Application" means the forms and exhibits created by the Corporation for the purpose of providing the means to apply for one or more of the Corporation's programs. A completed Application may include additional supporting documentation provided by an Applicant.

(9) "Application Deadline" means 5:00 p.m., Eastern Time, on the final day of the Application Period.

(10) "Application Period" means a period during which Applications shall be accepted, as posted on the Corporation's website and with a deadline no less than ~~21 Calendar~~ thirty Days from the beginning of the Application Period.

(11) "Board" or "Board of Directors" means the Board of Directors of the Corporation.

(12) "Bond Counsel" means the attorney or law firm retained by the Corporation to provide the specialized services generally described in the industry as the role of bond counsel.

(13) "Bond" or "Bonds" means Bond as defined in Section 420.503, F.S.

(14) "Bond Trustee" or "Trustee" means a financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bond holders, and in some instances the Corporation, in enforcing the terms of the Program Documents.

(15) "Calendar Days" means the seven (7) days of the week.

(16) "Catchment Area" means the geographical area covered under a Local Homeless Assistance Continuum of Care Plan, as designated and revised as necessary by the State Office on Homelessness, in accordance with Section 420.624, F.S.

(17) "Commercial Fishing Worker" means Commercial fishing worker as defined in Section 420.503, F.S.

(18) "Commercial Fishing Worker Household" means a household of one or more persons wherein at least one member of the household is a Commercial Fishing Worker at the time of initial occupancy.

(19) "Contact Person" means the person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.

(20) "Corporation" means the Florida Housing Finance Corporation as defined in Section 420.503, F.S.

(21) "Cost of Issuance Fee" means the fee charged by the Corporation to the Applicant for the payment of the costs and expenses associated with the sale of Bonds and the loaning of the proceeds, including a fee for the Corporation.

(22) "Credit Enhancement" means a letter of credit, third party guarantee, insurance contract or other collateral or security pledged to the Corporation or its Trustee for a minimum of ten years by a third party Credit Enhancer or financial institution securing, insuring or guaranteeing the repayment of the Mortgage Loan or Bonds under the MMRB Program.

(23) "Credit Enhancer" means a financial institution, insurer or other third party which provides a Credit Enhancement or Guarantee Instrument acceptable to the Corporation securing repayment of the Mortgage Loan or Bonds issued pursuant to the MMRB Program.

(24) "Credit Underwriter" means the independent contractor under contract with the Corporation having the responsibility for providing Credit Underwriting services.

(25) "Credit Underwriting" means an in-depth analysis by the Credit Underwriter of all documents submitted in connection with an Application.

(26) "Credit Underwriting Report" means the report that is a product of Credit Underwriting.

(27) "Cross-collateralization" means the pledging of the security of one Development to the obligations of another Development.

(28) "DDA" or "Difficult Development Area" means any area designated by the Secretary of Housing and Urban Development as having high construction, land, and utility costs relative to area median gross income in accordance with section 42(d)(5) of the IRC.

(29) "Developer" means the individual, association, corporation, joint venturer or partnership, which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application.

(30) "Developer Fee" means the fee earned by the Developer.

(31) "Development" means Project as defined in Section 420.503, F.S.

(32) "Development Cost" means the total of all costs incurred in the completion of a Development excluding Developer Fee and total land cost as shown in the Development Cost line item on the development cost pro forma within the Application.

(33) "Disclosure Counsel" means the Special Counsel designated by the Corporation to be responsible for the drafting and delivery of the Corporation's disclosure documents such as preliminary official statements, official statements, re-offering memorandums or private placement memorandums and continuing disclosure agreements.

(34) "Elderly" means Elderly as defined in Section 420.503, F.S.

(35) "Elderly Housing", "Elderly Development", or "Elderly Unit" means housing or a unit being occupied or reserved for qualified persons pursuant to the Federal Fair Housing Act and Section 760.29(4), F.S., provided that such Development meets the requirements for an Elderly Development as set forth in the Universal Application Package.

(36) "Family" describes a household composed of one or more persons.

(37) "Farmworker" means Farmworker as defined in Section 420.503, F.S.

(38) "Farmworker Development" means a Development:

(a) Of not greater than 80 units, at least 40 percent of the total residential units of which are occupied or reserved for Farmworker Households; and

(b) For which independent market analysis demonstrates a local need for such housing.

(39) "Farmworker Household" means a household of one or more persons wherein at least one member of the household is a Farmworker at the time of initial occupancy.

(40) "Financial Advisor" means, with respect to an issue of Bonds, a professional who is either under contract to the Corporation or is engaged by the Applicant who advises on matters pertinent to the issue, such as structure, timing, marketing, fairness of pricing, terms, bond ratings, cash flow, and investment matters.

(41) "Financial Beneficiary" means any ~~Developer and its Principals or the Principals of the Developer or Applicant~~ entity who receives or will receive any direct or indirect financial benefit from a Development.

(42) "Florida Keys Area" means all lands in Monroe County, except:

(a) That portion of Monroe County included within the designated exterior boundaries of the Everglades National Park and areas north of said Park;

(b) All lands more than 250 feet seaward of the mean high water line owned by local, state, or federal governments; and

(c) Federal properties.

(43) "Funding Cycle" means the period of time commencing with the Notice of Funding Availability pursuant to this rule chapter and concluding with the issuance of allocations to Applicants who applied during a given Application Period.

~~(44)~~(43) "General Contractor" means a person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in Rule 67-21.007, F.A.C.

~~(45)~~(44) "Geographic Set-Aside" means the amount of allocation that has been designated by the Corporation to be allocated for Developments located in specific geographical regions within the state of Florida.

~~(46)~~(45) "HC" or "Housing Credit Program" means the rental housing program administered by the Corporation in accordance with section 42 of the IRC and Section 420.5099, F.S., under which the Corporation is designated the Housing Credit agency for the state of Florida within the meaning of section 42(h)(7)(A) of the IRC, and Rule Chapter 67-48, F.A.C.

~~(47)~~(46) "Homeless" means a Family who lacks a fixed, regular, and adequate nighttime residence or a Family who has a primary nighttime residence that is:

(a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters, and transitional housing;

(b) An institution that provides a temporary residence for individuals intended to be institutionalized; or

(e) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

The term does not refer to any individual imprisoned or otherwise detained pursuant to state or federal law.

~~(48)~~(47) "HUD" means the United States Department of Housing and Urban Development.

~~(49)~~(48) "HUD Risk Sharing Program" means the program authorized by section 542(c) of the Housing and Community Development Act of 1992, which is adopted and incorporated herein by reference.

~~(50)~~(49) "Identity of Interest" means, for the purpose of the HUD Risk Sharing Program, any person or entity that has a one percent or more financial interest in the Development and in any entity providing services for a fee to the Development.

~~(51)~~(50) "IRC" is the Internal Revenue Code of 1986, as in effect on the date of this rule chapter, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the Treasury Department or Internal Revenue Service of the United States, and is adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

~~(52)~~(51) "Issuer" means the Florida Housing Finance Corporation.

~~(53)~~(52) "Lead Agency" means a Local Government or Non-Profit serving as the point of contact and accountability to the State Office on Homelessness with respect to the Local Homeless Assistance Continuum of Care Plan, in accordance with Section 420.624, F.S.

~~(54)~~(53) "Local Government" means Local government as defined in Section 420.503, F.S.

~~(55)~~(54) "Local Homeless Assistance Continuum of Care Plan" means a plan for developing and implementing a framework for a comprehensive and seamless array of housing and services to address the needs of homeless persons and persons at risk for homelessness, in accordance with Section 420.624, F.S.

~~(56)~~(55) "Local Public Fact Finding Hearing" means a public hearing requested by any person residing in the county or municipality in which the proposed Development is located and which is conducted by the Corporation for the purpose of receiving public comment or input regarding the financing of a proposed Development with Bonds by the Corporation.

~~(57)~~(56) "Lower Income Residents" means Families whose annual income does not exceed either 50 percent or 60 percent depending on the minimum set-aside elected of the

area median income as determined by HUD with adjustments for household size. In no event shall occupants of a Development unit be considered to be Lower Income Residents if all the occupants of a unit are students as defined in section 151(c)(4) of the IRC or if the residents do not comply with the provisions of the IRC defining Lower Income Residents. (See section 142 of the IRC.)

~~(58)~~(57) "MMRB Funding Cycle" means the period of time established by the Corporation pursuant to this rule chapter and concluding with the issuance of allocations to Applicants who applied during a given Application Period.

~~(59)~~(58) "MMRB LURA" or "MMRB Land Use Restriction Agreement" means an agreement among the Corporation, the Bond Trustee and the Applicant which sets forth certain set-aside requirements and other Development requirements under Rule Chapter 67-21, F.A.C.

~~(60)~~(59) "MMRB Loan" means the loan made by the Corporation to the Applicant from the proceeds of the Bonds issued by the Corporation.

~~(61)~~(60) "MMRB Loan Agreement" means the Program Documents or Loan Documents wherein the Corporation and the Applicant agree to the terms and conditions upon which the proceeds of the Bonds shall be loaned and the terms and conditions for repayment of the Loan.

~~(62)~~(61) "MMRB Loan Commitment" means the Program Documents or Loan Documents executed by the Corporation and the Applicant after the issuance of a favorable Credit Underwriting Report that defines the conditions under which the Corporation agrees to lend the proceeds of the Bonds to the Applicant for the purpose of financing a Development.

~~(63)~~(62) "MMRB Program" means the Corporation's Multifamily Mortgage Revenue Bond Program.

~~(64)~~(63) "MMRB Rehabilitation Development" means a Development, the Rehabilitation Expenditures with respect to which equal or exceed 15 percent of the portion of the cost of acquiring such Development to be financed with Bond proceeds.

~~(65)~~(64) "Mortgage" means Mortgage as defined in Section 420.503, F.S.

~~(66)~~(65) "Mortgage Loan" means Mortgage loan as defined in Section 420.503, F.S.

~~(67)~~ "Non-Profit" means a qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the 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 percent of the ownership interest in the Development held by the general partner or managing member entity and which entity is acceptable to federal and state agencies and financial institutions as a Sponsor for affordable housing.

~~(68)(66)~~ "Note" means a unilateral agreement containing an express and absolute promise to pay to the Corporation a principal sum of money on a specified date, which provides the interest rate and is secured by a Mortgage.

~~(69)(67)~~ "Principal" means (i) ~~an Applicant~~, any general partner of an Applicant or Developer, any limited partner of an Applicant or Developer, any manager or member of an Applicant or Developer, any officer, director or shareholder of an Applicant or Developer, (ii) any officer, director, shareholder, manager, member, general partner or limited partner of any general partner and limited partner of an Applicant or Developer, (iii) any officer, director, shareholder, manager, member, general partner or limited partner of any manager or member of an Applicant or Developer, and (iv) any officer, director, shareholder, manager, member, general partner or limited partner of any shareholder of an Applicant or Developer.

~~(70)(68)~~ "Private Placement" or "Limited Offering" means the sale of the Corporation Bonds directly or through an underwriter or placement agent to 35 or fewer initial purchasers who are not purchasing the Bonds with the intent to offer the Bonds for retail sale and who are Qualified Institutional Buyers.

~~(71)(69)~~ "Program Documents" or "Loan Documents" means the MMRB Loan Commitment, MMRB Loan Agreement, Note, Mortgage, Credit Enhancement, MMRB Land Use Restriction Agreement, Trust Indenture, Preliminary and Final Official Statements, Intercreditor Agreement, Assignments, Bond Purchase Agreement, Compliance Monitoring Agreement, Mortgage Servicing Agreement and such other ordinary and customary documents necessary to issue and secure repayment of the Bonds and Mortgage sufficient to protect the interests of the Bond owners and the Corporation.

~~(72)(70)~~ "QCT" or "Qualified Census Tract" means any census tract which is designated by the Secretary of Housing and Urban Development as having either 50 percent or more of the households at an income which is less than 60 percent of the area median gross income, or a poverty rate of at least 25 percent, in accordance with section 42(d)(5)(C) of the IRC.

~~(73)(71)~~ "Qualified Institutional Buyer" is sometimes called a "sophisticated investor" and specifically includes the following:

(a) Any of the following entities, acting for its own account or the accounts of other Qualified Institutional Buyers that, in the aggregate, own and invest on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

1. Any insurance company as defined in section 2(13) of the Securities Exchange Act, which is adopted and incorporated herein by reference;

2. Any investment company registered under the Investment Company Act of 1940 or any business development company as defined in section 80a-2(a)(48) of that Act, which is adopted and incorporated herein by reference;

3. Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(e) or (d) of the Small Business Investment Act of 1958, which is adopted and incorporated herein by reference;

4. Any plan established and maintained by a state or state agency or any of its political subdivisions, on behalf of their employees;

5. Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, which is adopted and incorporated herein by reference;

6. Trust funds of various types, except for trust funds that include participants' individual retirement accounts or H.R. 10 plans;

7. Any business development company as defined in section 80b-2(a)(22) of the Investment Advisors Act of 1940, which is adopted and incorporated herein by reference;

8. Any organization described in section 501(c)(3) of the IRC, corporation (except a bank or savings and loan defined in section 3(a)(2) or 3(a)(5)(A) of the Securities and Exchange Act, which is adopted and incorporated herein by reference, or a foreign bank or savings and loan or similar institution), partnership, Massachusetts or similar business trust, or any investment adviser registered under the Investment Advisors Act, which is adopted and incorporated herein by reference.

(b) Any dealer registered under section 15 of the Securities Exchange Act, which is adopted and incorporated herein by reference, acting on its own behalf or on the behalf of other Qualified Institutional Buyers who in the aggregate own and invest at least \$10 million of securities of issuers not affiliated with the dealer (not including securities held pending public offering).

(c) Any dealer registered under section 15 of the Securities Exchange Act, which is adopted and incorporated herein by reference, acting in a riskless principal transaction on behalf of a Qualified Institutional Buyer.

(d) Any investment company registered under the Investment Company Act, which is adopted and incorporated herein by reference, that is part of a family of investment companies that together own at least \$100 million in securities of issuers, other than companies with which the investment company or family of investment companies is affiliated.

(e) Any entity, all of whose equity owners are Qualified Institutional Buyers.

(f) Any bank or savings and loan defined in section 3(a)(2) or 3(a)(5)(A) of the Securities Exchange Act, which is adopted and incorporated herein by reference, or foreign bank or savings and loan or similar institution that, in aggregate with the other Qualified Institutional Buyers, owns and invests in at

least \$100 million in securities of affiliates that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated during the 16 to 18 months prior to the sale.

~~(74)(72)~~ "Qualified Lending Institution" means any lending institution designated by the Corporation.

~~(75)(73)~~ "Qualified Project Period" means Qualified Project Period as defined in Section 142(d) of the IRC.

~~(76)(74)~~ "Received" as it relates to delivery of a document by a specified deadline means, unless otherwise indicated, delivery by hand, United States Postal Service, or other courier service, in the office of the Corporation no later than 5:00 p.m., Eastern Time, on the deadline date.

~~(77)(75)~~ "Rehabilitation Expenditures" has the meaning set forth in section 147(d)(3) of the IRC.

~~(78)(76)~~ "SBA" or "State Board of Administration" means the State Board of Administration created by and referred to in s. 9, Article XII of the State Constitution.

~~(79)(77)~~ "Scattered Sites" for a single Development means a Development consisting of real property in the same county (i) any part of which is not contiguous ("non-contiguous parts") or (ii) any part of which is divided by a street or easement ("divided parts") and (iii) it is readily apparent from the proximity of the non-contiguous parts or the divided parts of the real property, chain of title, or other information available to the Corporation that the non-contiguous parts or the divided parts of the real property are part of a common or related scheme of development.

~~(80)(78)~~ "Single Room Occupancy" or "SRO" means housing consisting of single room dwelling units that is the primary residence of its occupant or occupants. An SRO does not include facilities for students.

~~(81)(79)~~ "Special Counsel" means any attorney or law firm retained by the Corporation, pursuant to an RFQ, to serve as counsel to the Corporation, including Disclosure Counsel.

~~(82)(80)~~ "State Bond Allocation" means the allocation of the state private activity bond volume limitation pursuant to Chapter 159, Part VI, F.S., administered by the Division of Bond Finance and allocated to the Corporation for the issuance of Tax-exempt Bonds by either the SFMRB or MMRB Programs.

~~(83)(81)~~ "State Office on Homelessness" means the office created within the Department of Children and Family Services under Section 420.622, F.S.

~~(84)(82)~~ "Taxable Bonds" means those Bonds on which the interest earned is included in gross income of the owner for federal income tax purposes pursuant to the IRC.

~~(85)(83)~~ "Tax Exempt Bond-Financed Development" means a Development which has been financed by the issuance of tax-exempt bonds subject to applicable volume cap pursuant to section 42(h)(4) of the IRC.

~~(86)(84)~~ "Tax-exempt Bonds" means those Bonds on which all or part of the interest earned is excluded from gross income of the owner for federal income tax purposes pursuant to the IRC.

~~(87)(85)~~ "Tie-Breaker Measurement Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on one of the Scattered Sites which comprise the Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. In addition, the Tie-Breaker Measurement Point must be located on the site with the most units if any of the Scattered Sites has more than four (4) units.

~~(88)(86)~~ "TEFRA Hearing" means a public hearing held pursuant to the requirements of the IRC and in accordance with the Tax Equity and Fiscal Responsibility Act (TEFRA), section 147(f) of the IRC, at which members of the public or interested persons are provided an opportunity to present evidence or written statements or make comments regarding a requested application for Tax-exempt Bond financing of a Development by the Corporation.

~~(89)(87)~~ "Total Development Cost" means the sum total of all costs incurred in the construction of a Development all of which shall be subject to the review and approval by the Credit Underwriter and the Corporation pursuant to this rule chapter.

~~(90)(88)~~ "Universal Cycle" means any funding cycle provided for in this or previous versions of this rule chapter.

~~(91)(89)~~ "Urban In-Fill Development" means a Development (i) in a site or area that is targeted for in-fill housing or neighborhood revitalization by the local, county, state or federal government as evidenced by its inclusion in a HUD Empowerment/Enterprise Zone, a HUD-approved Neighborhood Revitalization Strategy, Florida Enterprise Zone, area designated under a Community Development Block Grant (CDBG) or area designated as a HOPE VI or Front Porch Florida Community or a Community Redevelopment Area as described and defined in the Florida Community Redevelopment Act of 1969, or the proposed Development is located in a Qualified Census Tract and the development of which contributes to a concerted community revitalization plan, and (ii) in a site which is located in an area that is already developed and part of an incorporated area or existing urban service area.

~~(92)(90)~~ "Website" means the Florida Housing Finance Corporation's website, the Universal Resource Locator (URL) of which is www.floridahousing.org.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.502, 420.503, 420.503(4), 420.507, 420.508, 420.5099 FS. History—New 12-3-86, Amended 2-22-89, 12-4-90, 11-23-94, 2-6-97, 1-7-98, Formerly 91-21.002, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 10-5-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08.

67-21.003 Application and Selection Process for Developments.

(1) When submitting an Application, Applicants must utilize the Universal Application in effect at the Application Deadline.

(a) The Universal Application Package or UA1016 (Rev. ~~5-09-08~~ ~~3-08~~) is adopted and incorporated herein by reference and consists of the forms and instructions, obtained from the Corporation, for a fee, at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or available, without charge, on the Corporation's Website under the 2009 2008 Universal Application link labeled Instructions and Application, which shall be completed and submitted to the Corporation in accordance with this rule chapter in order to apply for the MMRB Program.

(b) All Applications must be complete, legible and timely when submitted, except as described below. Corporation staff may not assist any Applicant by copying, collating, or adding documents to an Application nor shall any Applicant be permitted to use the Corporation's facilities or equipment for purposes of compiling or completing an Application.

(2) Failure to submit an Application completed in accordance with the Application instructions and these rules will result in the failure to meet threshold, rejection of the Application, a score less than the maximum available, or a combination of these results in accordance with the instructions in the Application and this rule chapter.

(3) Each submitted Application shall be evaluated and preliminarily scored using the factors specified in the Universal Application Package and these rules. Preliminary scores shall be transmitted to all Applicants.

(4) Applicants who wish to notify the Corporation of possible scoring errors relative to another Applicant's Application will be provided a time period for filing a written Notice of Possible Scoring Error (NOPSE). Such time period will be no fewer than three (3) must file with the Corporation, within 8 Calendar Days from of the date the preliminary scores are sent by overnight delivery by the Corporation, ~~a written Notice of Possible Scoring Error (NOPSE). The deadline for filing a NOPSE will be provided at the time the preliminary scores are issued.~~ Each NOPSE must specify the assigned Application number of the Applicant submitting the NOPSE, the assigned Application number of the Application in question and the scores in question, as well as describe the alleged deficiencies in detail. Each NOPSE is limited to the review of only one Application's score. Any NOPSE that seeks the review of more than one Application's score will be considered

improperly filed and ineligible for review. There is no limit to the number of NOPSEs that may be submitted. The Corporation's staff will review each written NOPSE Received timely. To be considered Received timely, the Applicant must submit one (1) original hard copy and three (3) photocopies of each NOPSE. The Corporation will not consider any NOPSE submitted via facsimile or other electronic transmission.

(5) The Corporation shall transmit to each Applicant the NOPSEs submitted by other Applicants with regard to its Application. The notice shall also include the Corporation's decision regarding the NOPSE, along with any other items identified by the Corporation to be addressed by the Applicant, which may include financial obligations for which the Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation as of the due date for NOPSE filing as set forth in subsection (4) above.

(6) ~~Within 11 Calendar Days of the date of the notice set forth in subsection (5) above is sent by overnight delivery by the Corporation, Each Applicant shall be allowed to cure its Application by submitting additional documentation, revised pages and such other information as the Applicant deems appropriate ("cures") to address the issues raised pursuant to subsections (3) and (5) above that could result in failure to meet threshold or a score less than the maximum available. The time period for submitting the "cures" will be no fewer than three (3) Calendar Days from the date the notice set forth in subsection (5) above is sent by overnight delivery by the Corporation. Such notice will provide the deadline for submitting the "cures."~~ A new form, page or exhibit provided to the Corporation during this period shall be considered a replacement of that form, page or exhibit if such form, page or exhibit was previously submitted in the Applicant's Application. Pages of the Application that are not revised or otherwise changed may not be resubmitted, except that documents executed by third parties must be submitted in their entirety, including all attachments and exhibits referenced therein, even if only a portion of the original document was revised. Where revised or additional information submitted by the Applicant creates an inconsistency with another item in that Application, the Applicant shall also be required in its submittal to make such other changes as necessary to keep the Application consistent as revised. To be considered by the Corporation, the Applicant must submit one (1) original hard copy and three (3) photocopies of all additional documentation and revisions and such revisions, changes and other information must be Received by the deadline set forth herein. Any subsequent revision submitted prior to the deadline shall include a written request from the Applicant for withdrawal of any previously submitted revision(s).

~~(7) Within seven (7) Calendar Days of the deadline for receipt by the Corporation of the documentation set forth in subsection (6) above, All Applicants may submit to the Corporation a Notice of Alleged Deficiencies (NOAD) in any other Application. The time period for submitting each NOAD will be no fewer than three (3) Calendar Days from the deadline for receipt by the Corporation of the documentation set forth in subsection (6) above. The notice set forth in subsection (5) above will provide the deadline for submitting the NOAD.~~ Each NOAD is limited only to issues created by document revisions, additions, or both, by the Applicant submitting the Application pursuant to subsection (6) above. Each NOAD must specify the assigned Application number of the Applicant submitting the NOAD, the assigned Application number of the Application in question, the pages and the documents in question, as well as describe the alleged deficiencies in detail. Each NOAD is limited to the review of only one Applicant's submission. However, there is no limit to the number of NOADs that may be submitted. NOADs that seek the review of more than one Applicant's submission will be considered improperly filed and ineligible for review. The Corporation will only review each written NOAD Received timely. To be considered Received timely, the Applicant must submit one (1) original hard copy and three (3) photocopies of each NOAD. The Corporation will not consider any NOAD submitted via facsimile or other electronic transmission.

(8) The Corporation shall transmit a copy of all NOADs to the affected Applicant.

(9) Following the receipt and review by the Corporation of the documentation described in subsections (5), (6) and (7) above, the Corporation shall then prepare final scores. In determining such final scores, no Application shall fail threshold or receive a point reduction as a result of any issues not previously identified in the notices described in subsections (3), (4) and (5) above. However, inconsistencies created by the Applicant as a result of information provided pursuant to subsections (6) and (7) above will still be justification for rejection of the Application, threshold failure, or reduction of points as appropriate. Notwithstanding the foregoing, any deficiencies in the mandatory elements set forth in subsection (14) below can be identified at any time prior to sending the final scores to Applicants and will result in rejection of the Application. The Corporation shall then transmit final scores to all Applicants.

(10) Based on the order of the ranked Applications after informal appeals and the availability of State Bond Allocation designated by the Board of Directors for multifamily housing, the Board of Directors shall designate Applications for funding and offer the opportunity to enter Credit Underwriting, and shall designate those that are below the funding line on the MMRB ranked list. Any additional allocation designated by the Board of Directors for MMRB shall be applied to the next unfunded Application(s) on the ranked list, but only to the

extent said Application's request can be fully funded. Any remaining allocation designated by the Board of Directors for multifamily housing, which as of December 1 of each year is insufficient to fully fund the next ranked Application shall be offered to the next ranked Applicant, continuing down the ranked list until sufficient to fully fund a proposed Development. After December 1, Applicants shall be permitted to downsize their allocation request by up to 15 percent of the original allocation request for the purpose of becoming fully funded but may not reduce the number of units or the unit sizes in the development. Any unused allocation shall, at the option of the Board of Directors, be carried over and applied to the next calendar year allocation or applied to single family housing. The Corporation may, after the cure period and upon a determination that such is necessary to assure timely processing of Applicants, invite Applicants who meet threshold into Credit Underwriting at their own risk. Applicants shall be notified in writing of the opportunity to enter Credit Underwriting. A detailed timeline for submitting required fees and information to the Credit Underwriter shall be included. Failure to meet the deadlines established by such timeline shall result in the immediate termination of Credit Underwriting activities and the Application shall be moved to the bottom of the ranked list. Applicants electing to proceed to Credit Underwriting without designation for funding do so at their own risk, and said opportunity does not ensure that the Application will be funded. Any Applicant that declines invitation to Credit Underwriting, when invited by the Board of Directors, shall be removed from the ranked list.

(11) Except for Local Government-issued Tax-Exempt Bond-Financed Developments that submit a separate Application for non-competitive Housing Credits, Applications shall be limited to one submission per subject property. Two or more Applications, submitted in the same Funding Cycle, that have the same demographic commitment and one or more of the same Financial Beneficiaries will be considered submissions for the same Development if any of the following is true: (i) any part of any of the property sites is contiguous with any part of any of the other property sites, or (ii) any of the property sites are divided by a street or easement, or (iii) it is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development. If two or more Applications are considered to be submissions for the same Development, the Corporation will reject all such Applications except the Application with the highest (worst) lottery number. The Application(s) with the lowest lottery number(s) will still be rejected even if the Applicant withdraws the Application with the highest (worst) lottery number. Financial Beneficiary, as defined in Rule 67-21.002, F.A.C., does not include third party lenders, third party management agents or companies, housing credit syndicators, Credit Enhancers who are regulated by a state or

federal agency and who do not share in the profits of the Development or contractors whose total fees are within the limit described in Rule 67-21.007, F.A.C.

(12) If the Board of Directors determines that any Applicant or any Affiliate of an Applicant:

- (a) Has engaged in fraudulent actions;
- (b) Has materially misrepresented information to the Corporation regarding any past or present Application or Development;
- (c) Has been convicted of fraud, theft or misappropriation of funds;
- (d) Has been excluded from federal or Florida procurement programs; or
- (e) Has been convicted of a felony;

~~And that such action substantially increases the likelihood that the Applicant will not be able to produce quality affordable housing.~~ The Applicant and any of the Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin from the date the Board of Directors makes such determination. Such determination shall be either pursuant to a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S., or as a result of a finding by a court of competent jurisdiction.

(13) The Corporation shall reject an Application if, following the submission of the additional documentation, revised pages and other information as the Applicant deems appropriate as described in subsection (6) above:

- (a) The Development is inconsistent with the purpose of the MMRB Program or does not conform to the Application requirements specified in this rule chapter;
- (b) The Applicant fails to achieve the threshold requirements as detailed in these rules, the applicable Application and Application instructions;
- (c) The Applicant fails to file all applicable Application pages and exhibits that are provided by the Corporation and adopted under this rule chapter;
- (d) The Applicant fails to satisfy any arrearages described in subsection (5) above.

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

- (a) Name of Applicant; notwithstanding the foregoing, the name of the Applicant may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting;

(b) Identity of each Developer, including all co-Developers; notwithstanding the foregoing, the identity of the Developer(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting;

- (c) Program(s) applied for;
- (d) Applicant applying as a Non-Profit or for-profit organization;
- (e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased, provided the Tie Breaker Measurement Point is on the site and the total proximity points awarded during scoring are not reduced;

- (f) Development Category;
- (g) Development Type;
- (h) Designation selection;
- (i) Total number of units; notwithstanding the foregoing, the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;

(j) Funding request, except for Taxable Bonds and as provided in subsection 67-21.003(10), F.A.C.; notwithstanding the foregoing, requested amounts exceeding the Corporation and program funding limits can be reduced by the Applicant to reflect the maximum request amount allowed (and no other changes to this amount will be allowed);

(k) The Total Set-Aside Percentage as stated in the last row of the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application;

(l) Submission of one original hard copy with the required number of photocopies of the Application by the Application Deadline;

(m) Payment of the required Application fee and TEFRA fee by the Application Deadline.

(n) The Application labeled "Original Hard Copy" must include a properly completed Applicant Certification and Acknowledgement form reflecting original signatures.

All other items may be submitted as cures pursuant to subsection (6) above.

With regard to paragraphs (a) and (b) above, the Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested change.

(15) A Development will be withdrawn from funding and any outstanding commitments for funds will be rescinded if at any time the Board of Directors determines that the Applicant's Development or Development team is no longer the Development or Development team described in the

Application, and the changes made are prejudicial to the Development or to the market to be served by the Development.

(16) If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with the IRC, Title 67, F.A.C. this rule chapter, or applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a Credit Underwriting Report, the requested allocation will, upon a determination by the Board of Directors that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs for the subsequent cycle and continuing until such time as all of their existing Developments participating in any Corporation programs are in compliance.

(17) When two or more Applications receive the same numerical score, the Applications will be ranked as outlined in the Application instructions.

(18) At no time during the Application, scoring and appeal process may Applicants or their representatives contact members of the Board of Directors concerning their own Development or any other Applicant's Development. At no time from the Application Deadline until after issuance of the final scores as set forth in subsection (9) above, may Applicants or their representatives verbally contact Corporation staff concerning their own Application or any other Applicant's Application. If an Applicant or its representative does contact a member of the Board of Directors in violation of this section, the Board of Directors shall, upon a determination that such contact was deliberate, disqualify such Applicant's Application.

(19) Applicants may withdraw an Application from consideration only by submitting a written notice of withdrawal to the Corporation Clerk. Applicants may not rescind any notice of withdrawal that was submitted to the Corporation Clerk. For ranking purposes, the Corporation shall disregard any withdrawal that is submitted after 5:00 p.m., Eastern Time, 14 Calendar Days prior to the date the Board of Directors is scheduled to convene to consider approval of the final rankings of the Applications and such Application shall be included in the ranking as if no notice of withdrawal had been submitted. After the Board of Directors has approved the final ranking, any notice of withdrawal submitted during the time period prohibited above and before the Board of Directors approves the final ranking, shall be deemed withdrawn immediately after Board approval of the final ranking. If an Applicant has applied for or been awarded funding from two or

more programs, the withdrawal by the Applicant from any one program will be deemed by the Corporation to be a withdrawal of the Application from all programs.

(20) The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

(21) If an Applicant or any Affiliate of an Applicant has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution and this is discovered prior to Board of Directors approval of the ranking, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Affiliate of the Applicant. If discovered after the Board of Directors approves final ranking, any tentative funding or allocation for the Application and any other Application submitted in the same cycle by the same Applicant and any Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two years, which will begin the date the Board of Directors issues a final order on such matter in a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S.

(22) The Corporation shall initiate TEFRA Hearings on the proposed Developments whose Applications were received by the Application Deadline. Neither the TEFRA Hearing, the invitation into Credit Underwriting, nor the Acknowledgment Resolution obligate the Corporation to finance the proposed Development in any way.

(23) Upon receipt of the Credit Underwriting Report, the Corporation shall submit the Application to its Financial Advisor for a preliminary recommendation of the method of bond sale for each Development pursuant to Rule 67-21.0045, F.A.C.

(24) Proposed Developments that are ranked, but not selected by the Board of Directors to enter Credit Underwriting, shall remain on the ranked list in the event State Bond Allocation becomes available to fund additional Developments. If the current year's State Bond Allocation designated by the Board of Directors for the MMRB Program is insufficient to fully finance a Development, subject to the provisions of subsection 67-21.003(10), F.A.C., permitting reduction of the requested amount, a new Application must be filed to be eligible for a future year's State Bond Allocation.

(25) The Corporation shall notify the Applicant, in writing, of the Board of Directors determination related to approval of the Credit Underwriting Report and require the Applicant to submit one-half of the Good Faith Deposit within 7 Calendar Days from the receipt of such notice.

(26) Upon favorable recommendation of the Credit Underwriting Report and preliminary recommendation of the method of bond sale from the Corporation's Financial Advisor, the Board of Directors shall designate by resolution the method of bond sale considered appropriate for financing. The Board of Directors shall consider authorizing the execution of the Loan Commitment and shall consider final Board of Directors approval reserving State Bond Allocation for a Development. Requests for Taxable Bonds shall be considered by the Board of Directors in an amount recommended by the Credit Underwriter. The Board of Directors shall also assign a bond underwriter, structuring agent, or Financial Advisor and any other professionals necessary to complete the transaction. Staff shall assign the Corporation Bond Counsel and Special Counsel and Trustee as needed.

(27) Following receipt of one-half of the Good Faith Deposit, the Corporation's assigned Special Counsel shall begin preparation of the Loan Commitment.

(28) Upon execution of a Loan Commitment, Applicant shall pay the balance of the Good Faith Deposit and the Corporation shall authorize Bond Counsel and Special Counsel to prepare the Program Documents.

(29) For computing any period of time allowed by this rule, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.502, 420.507(4), (13), (14), (18), (19), (20), (21), (24), 420.508 FS. History—New 12-3-86, Amended 12-4-90, 11-23-94, 9-25-96, 1-7-98, Formerly 9I-21.003, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-21.0035 Applicant Administrative Appeal Procedures.

(1) At the conclusion of the review and scoring process established by Rule 67-21.003, F.A.C., each Applicant will be provided with its final score and notice of rights, which shall constitute the point of entry to contest any issue related to the Applicant's Application for the MMRB Program.

(2) Each Applicant that wishes to contest its final score must file a petition with the Corporation within 21 Calendar Days after the date the Applicant receives its notice of rights. The petition must conform to subsection 28-106.201(2) or 28-106.301(2), and subsection 67-52.002(3), F.A.C., and specify in detail each issue and score sought to be challenged. If the petition does not raise a disputed issue of material fact,

the challenge will be conducted pursuant to Section 120.57(2), F.S. If the petition raises one or more disputed issues of material fact, a formal administrative hearing will be conducted pursuant to Section 120.57(1), F.S. At the conclusion of any administrative hearing, a recommended order shall be entered by the designated hearing officer which will then be considered by the Board of Directors.

(3) Any Applicant who wishes to challenge the findings and conclusions of the recommended order entered pursuant to a Section 120.57(2), F.S., proceeding concerning its own Application shall be allowed the opportunity to submit written arguments to the Board of Directors. Any written argument should be typed and double-spaced with margins no less than one inch in either Times New Roman 14-point or Courier New 12-point font and may not exceed five (5) pages, excluding the caption and certificate of service. Written arguments must be filed with Florida Housing Finance Corporation's Clerk at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, no later than 5:00 p.m., Eastern Time, no later than five (5) Calendar Days from the date of issuance of the recommended order. Failure to timely file a written argument shall constitute a waiver of the right to have a written argument considered by the Board of Directors. Parties will not be permitted to make oral presentations to the Board in response to recommended orders.

(4) Following the entry of final orders in all petitions filed pursuant to Section 120.57(2), F.S., and in accordance with Rule Chapter 67-21, F.A.C., the Corporation shall issue final rankings. For an Applicant that filed a petition pursuant to Section 120.57(1), F.S., which challenged the scoring of its own Application but has not had a final order entered as of the date the final rankings are approved by the Board of Directors, the Corporation shall, if any such Applicant ultimately obtains a final order that modifies the score so that its Application would have been in the funding range of the applicable final ranking had it been entered prior to the date the final rankings were presented to the Board of Directors, provide the requested allocation from the next available allocation, whether in the current year or a subsequent year. Nothing contained herein shall affect any applicable Credit Underwriting requirements.

(5) Each Applicant will be provided with a final ranking of all Applications and notice of rights, which shall constitute the point of entry to contest any ranking or scoring issue related to any other Applications for the MMRB Program. An Applicant that wishes to contest the final ranking or score of another Applicant may do so only if:

(a) The competing Applicant files a petition on or before the 21st Calendar Day after the receipt of the notice of rights pursuant to this subsection (5). The petition must conform to subsection 28-106.201(2) or 28-106.301(2), and subsection 67-52.002(3), F.A.C., and specify in detail each issue, score or ranking sought to be challenged.

(b) For any Application cycle closing after January 1, 2002, if the contested issue involves an error in scoring, the contested issue must (i) be one that could not have been cured pursuant to subsection 67-21.003(14), F.A.C., or (ii) be one that could have been cured, if the ability to cure was not solely within the Applicant's control. The contested issue cannot be one that was both curable and within the Applicant's sole control to cure. With regard to curable issues, a petitioner must prove that the contested issue was not feasibly curable within the time allowed for cures in subsection 67-21.003(6), F.A.C.

(c) The competing Applicant alleges facts in its petition sufficient to demonstrate that, but for the specifically identified threshold, scoring or ranking errors in the challenged Application, its Application would have been in the funding range at the time the Corporation provided the Applicant with its final ranking.

(d) If the petition does not raise a disputed issue of material fact, the appeal will be conducted pursuant to Section 120.57(2), F.S. If the petition raises one or more disputed issues of material fact, a formal administrative hearing will be conducted pursuant to Section 120.57(1), F.S. At the conclusion of any administrative hearing, a recommended order shall be entered which will then be considered by the Board of Directors.

(6) Any Applicant who wishes to challenge the findings and conclusions of the recommended order entered pursuant to a Section 120.57(2), F.S., proceeding as described in subsection (5) above concerning the final ranking of another Application, shall be allowed the opportunity to submit written arguments to the Board of Directors. Any written arguments should be typed and double-spaced with margins no less than one inch in either Times New Roman 14-point or Courier New 12-point font and may not exceed five (5) pages, excluding the caption and certificate of service. Written arguments must be filed with Florida Housing Finance Corporation's Clerk at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, no later than 5:00 p.m., Eastern Time, no later than five (5) Calendar Days from the date of issuance of the recommended order. Failure to timely file a written argument shall constitute a waiver of the right to have a written argument considered by the Board of Directors. Parties will not be permitted to make oral presentations to the Board of Directors in response to recommended orders.

(7) For those Applicants that have filed a petition pursuant to subsection (5) above, the Corporation shall, if any such Applicant ultimately obtains a final order that demonstrates that its Application would have been in the funding range of the applicable final ranking, provide the requested allocation from the next available allocation, whether in the current year or a subsequent year. Nothing contained herein shall affect any applicable credit underwriting requirements. The filing of a

petition pursuant to subsection (5) above shall not stay the Corporation's provision of funding to Applicants per the final rankings referenced in subsection (4) above.

Rulemaking Specific Authority 420.507, 420.508 FS. Law Implemented 120.569(2)(b), 120.57, 420.502, 420.507, 420.508 FS. History—New 11-14-99, Amended 2-11-01, 3-17-02, 10-8-02, 12-4-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08, _____.

67-21.004 Federal Set-Aside Requirements.

Each Application shall designate one of the following minimum federal set-aside requirements that the Development shall meet commencing with the first day on which at least 10 percent of the units in the property are occupied:

(1) Twenty percent of the residential units in the Development shall be occupied by or reserved for occupancy by a Family whose Annual Household Income does not exceed 50 percent of the area median income limits adjusted for Family size (the 20/50 set-aside); or

(2) Forty percent of the residential units in the Development shall be occupied by or reserved for occupancy by a Family whose Annual Household Income does not exceed 60 percent of the area median income limits adjusted for Family size (the 40/60 set-aside).

(3) For Developments financed solely through the issuance of Taxable Bonds or refundings of Tax-exempt Bonds originally issued under section 103(b)(4)(A) of the Internal Revenue Code of 1954, as amended, which is adopted and incorporated herein by reference, 20 percent of the residential units in the Development shall be occupied by or reserved for occupancy by a Family whose Annual Household Income does not exceed 80 percent of the area median income limits adjusted for Family size (the 20/80 set-aside).

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.502, 420.507(4), (6), (12), (13), (14), (18), (19), (21), 420.508 FS. History—New 12-3-86, Amended 2-22-89, 12-4-90, 11-23-94, 9-25-96, 2-6-97, 1-7-98, Formerly 91-21.004, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, 1-29-06, Repromulgated 4-1-07, 3-30-08, _____.

67-21.0045 Determination of Method of Bond Sale.

(1) The Corporation may sell Bonds for the purpose of financing a proposed Development through a negotiated sale, competitively bid sale or Private Placement. Prior to the sale of Bonds for a Development, the Board of Directors shall authorize a resolution specifying the method of sale.

(2) Following receipt of the Credit Underwriting Report, staff shall provide the Corporation's Financial Advisor copies of such report for review and preparation of a written recommendation for the method of Bond sale.

(3) In preparing a recommendation for the method of sale to the Board of Directors, the Financial Advisor shall consider the following:

(a) The cost components of the sale, including interest costs and financing costs. The purpose of the analysis is to determine how these costs are affected by the alternative forms of sale.

(b) The anticipated credit and security structure of the transaction.

(c) The proposed financing structure of the transaction.

(d) The financing experience of the Applicant.

(e) The Corporation's programmatic objectives.

(f) Market stability.

(g) Other factors identified by staff, counsel, or the Applicant.

(4) The written recommendation shall include an identification of the Development, the recommended method of sale, and a summary statement as to why the particular method of sale is being recommended.

(5) For those transactions that the Corporation's Financial Advisor recommends as candidates for a competitive sale, the Corporation shall engage a structuring agent. The Applicant may, at its sole expense, engage a Financial Advisor for the transaction. Any cost to the Applicant for the Financial Advisor in excess of \$18,000 must be paid out of Developer Fee.

(6) For those transactions that the Corporation's Financial Advisor recommends for a negotiated sale, the Corporation shall appoint a bond underwriter.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.507(4), (13), (19), (20), 420.508, 420.509(12) FS. History—New 1-7-98, Formerly 9F-21.0045, Amended 1-26-99, Repromulgated 11-14-99, 2-11-01, Amended 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-21.006 Development Requirements.

A Development shall at a minimum meet the following requirements or an Applicant shall be able to certify that the following requirements shall be met with respect to a Development:

(1) Must provide safe, sanitary and decent multifamily residential housing for lower, middle and moderate income persons or families.

(2) Must be owned, managed and operated as a Development to provide multifamily residential rental property comprised of a building or structure or several proximate buildings or structures, each containing two or more dwelling units and functionally related facilities, in accordance with section 142(d) of the IRC.

(3) The Development shall consist of similar units, containing complete facilities for living, sleeping, eating, cooking and sanitation for a Family.

(4) None of the units in the Development shall be used on a transient basis, nor shall they be knowingly leased for a period of less than 180 days unless a determination is made by

the Corporation that there is a specific need in that particular area for leasing arrangements of less than 180 days, but in no event shall a lease be for a period less than 30 days, nor shall a Development be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium, nursing home or rest home or trailer court or park.

(5) All of the dwelling units shall be rented or shall be available for rent on a continuous basis to members of the general public, and the Applicant shall not give preference to any particular class or group in renting the dwelling units in the Development, except to the extent that dwelling units are required to be occupied in compliance with the IRC or are being held for Elderly Persons, Commercial Fishing Workers, Homeless Persons or Farmworkers.

(6) The Applicant shall have no present plan to convert the Development to any use other than the use as affordable residential rental property.

(7) None of the units shall at any time be occupied by the owner of the Development or an individual related to the owner as such terms are defined by the Code; provided, however, that in Developments containing more than 50 residential units, such owner or related person may occupy up to one unit per each 100 units in a Development and such owner or related person must reside in a unit that is in a building or structure which contains at least five residential units.

(8) Commencing with the date on which at least 10 percent of the units in the Development are occupied:

(a) At least 20 percent or 40 percent, whichever is applicable based on Applicant's selection of the minimum federal set-aside, of the occupied and completed residential units in the Development shall be occupied by Lower Income Residents, prior to the satisfaction of which no additional units shall be rented or leased, except to a Family that is also a Lower Income Resident;

(b) All of the Public Policy Criteria and Qualified Resident Programs selected in the Application must be met; and

(c) After initial rental occupancy of such residential units by Lower Income Residents, at least 20 percent or 40 percent, whichever is applicable based on Applicant's selection of the minimum federal set-aside, of the completed residential units in the Development at all times shall be rented to and occupied by Lower Income Residents as required by section 142(d) of the IRC, if the Development is financed with the proceeds of Tax-exempt Bonds, or as required by the Act, if the Development is financed with the proceeds of Taxable Bonds, or held available for rental if previously rented to and occupied by a Lower Income Resident.

(9) The Applicant shall obtain and maintain on file income certifications from each Lower Income Resident immediately prior to initial occupancy and at least annually thereafter.

(10) The Applicant shall not take, permit, or cause to be taken any action which would adversely affect the exemption from federal income taxation of the interest on Tax-exempt Bonds, nor shall the Applicant fail to take any action which is necessary to preserve the exemption from federal income taxation of the interest on Tax-exempt Bonds.

(11) The Applicant shall take such action or actions as shall be necessary to comply fully with the IRC, Florida Statutes, and the Corporation's rules.

(12) The Applicant may limit the leasing of units in a Development to Elderly Persons, Commercial Fishing Workers, Homeless Persons or Farmworkers as permitted hereby.

(13) In the event that the Applicant has determined that the market no longer supports the Development as Elderly Housing and desires to rent to younger persons or families, the following criteria must be met:

(a) A viable marketing plan is submitted to and is acceptable to the Corporation showing a good faith effort to market the unit as Elderly Housing.

(b) The Applicant demonstrates that a good faith effort was made to lease the unit as Elderly Housing and that such effort was made for at least six months after the certificate of occupancy for the relevant unit was issued.

(c) The Applicant has requested and received Board of Directors' approval that the Development no longer qualifies as Elderly Housing.

(14) The Applicant and Developer of a proposed Rehabilitation Development shall make every effort to rehabilitate existing housing (i) without displacing existing tenants or (ii) by temporarily moving existing tenants to unaffected units within the Development until the renovation of affected units is completed.

(15) The owner of a Development must notify the Corporation of an intended change in the management company. The Corporation must approve, pursuant to subsection 67-53.003(3), F.A.C., the Applicant's selection of a management agent prior to such company assuming responsibility for the Development. A key management company representative must attend a Corporation-sponsored training workshop on certification and compliance procedures prior to the leasing of any units in the Development.

(16) The Applicant shall use cost certifications with respect to each Development as required by the United States Department of Housing and Urban Development ("HUD") in connection with Developments financed by HUD, including the HUD Risk Sharing Program.

(17) The Applicant shall provide annually to the Trustee not later than 120 days after the end of the Applicant's fiscal year, audited financial statements prepared by an independent certified public accounting firm, consolidated or consolidating,

on the Development and any other information required by the Corporation to comply with continuing disclosure requirements imposed by law.

(18) Unless otherwise approved by the Board of Directors, Cross-collateralization shall not be allowed.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.502, 420.507(9), (11), (14), (18), (19), (20), (21), 420.508 FS. History—New 12-3-86, Amended 2-22-89, 12-4-90, 9-25-96, 1-7-98, Formerly 91-21.006, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08.

67-21.007 Fees.

In addition to the fees specified in the Universal Application Package, the Corporation shall collect the following fees and charges in conjunction with the MMRB Program:

(1) TEFRA Fee: Applicants shall submit a non-refundable TEFRA fee to the Corporation in the amount of \$500 by the Application Deadline, or, for refundings or 501(e)(3) Applicants, upon submission of the Application or request for refunding. This fee shall be applied to the actual cost of publishing required newspaper advertisements and Florida Administrative Weekly notices of TEFRA Hearings. If the actual cost of the required publishing exceeds \$500, Applicant shall be invoiced for the difference. If a Local Public Fact Finding Hearing is requested, the Applicant shall be responsible for payment of any fees incurred by the Corporation. If the first TEFRA approval period has expired and a second TEFRA notice and hearing are required, Applicant is responsible for all costs associated with the additional TEFRA process.

(2) Credit Underwriting and Appraisal Fee: Applicants shall submit the required non-refundable Credit Underwriting and Appraisal Fee for each Development to the Credit Underwriter designated by the Corporation within seven Calendar Days of the date the Applicant accepts the invitation by the Corporation to enter the Credit Underwriting process and prior to final credit review by the Credit Underwriter. The Credit Underwriting fee shall be determined pursuant to a contract between the Corporation and the Credit Underwriter.

(3) Good Faith Deposit means a total deposit equal to one percent of the Loan amount reflected in the Loan Commitment paid by the Applicant to Florida Housing. The Applicant shall pay a total deposit equal to one percent of the aggregate principal amount of proposed Taxable and Tax-exempt Bonds, or \$75,000, whichever is greater, to the Corporation, which deposit may be applied toward the Cost of Issuance Fee. The maximum Good Faith Deposit required is \$175,000. The Good Faith Deposit is payable in two equal installments: the first installment (one-half of one percent) is due within seven Calendar Days of the date the Board of Directors approves the Credit Underwriting Report. The balance is payable no later than the date when the Applicant executes the Loan Commitment. If the Good Faith Deposit is exhausted, the

Applicant shall be required to pay, within three days of notice, an additional deposit to ensure payment of the expenses associated with the processing of the Application, the sale of the Bonds, including document production and the securitization of the Loan. The Good Faith Deposit shall be remitted by certified check or wire transfer. In the event the MMRB Loan does not close, the unused portion of the Good Faith Deposit shall be refunded to the Applicant. Notwithstanding the foregoing, the Applicant is responsible for all expenses incurred in preparation for loan closing. Any and all costs of the Corporation will be deducted from the Good Faith Deposit prior to refunding any unused funds to the Applicant. In the event that additional invoices are received by the Corporation subsequent to a determination that the MMRB Loan will not close and refunding any unused funds to the Applicant, which invoices related to costs incurred prior to such determination and refunding, Applicant shall be responsible for payment of the balance due as invoiced.

(4) **Cost of Issuance Fee:** the Corporation shall require Applicants or participating Qualified Lending Institutions selected for participation in the program, to deliver to the Corporation, or, at the request of the Corporation, directly to the Trustee, before the date of delivery of the Bonds, a Cost of Issuance Fee in an amount determined by the Corporation to be sufficient to pay the costs and expenses relating to issuance of the Bonds, which amount shall be deposited into an account to be held by the Trustee. The Corporation shall provide the Applicant with a good faith estimate of the Cost of Issuance Fee prior to closing. The Applicant shall pay all costs and expenses incurred by the Corporation in connection with the issuance of the Bonds, the expenditure of the MMRB Loan proceeds, and provision of Credit Enhancement, if any, even if such costs and expenses exceed the Cost of Issuance Fee. Any amounts remaining in this account at the time the balance is transferred and the account closed pursuant to the Trust Indenture shall be returned to the Applicant.

(5) **HUD Risk Sharing Fees:** Applicants also using the HUD Risk Sharing Program for the Development shall be responsible for associated fees, as follows:

(a) **Format II Environmental Review Fee** – The fee the Applicant shall pay will be determined by contract between the Corporation and the environmental professional.

(b) **Subsidy Layering Review Fee** – The fee the Applicant shall pay will be determined by the contract between the Corporation and the Credit Underwriter.

(6) **Compliance Monitoring Fees:** The annual monitoring fee the Applicant shall pay will be determined by contract between the Corporation and the monitoring agent.

(7) **Permanent Loan Servicing Fees:** The annual servicing fee the Applicant shall pay will be determined by contract between the Corporation and the servicer.

(8) **Financial Monitoring Fees:** The annual financial monitoring fee the Applicant shall pay will be determined by contract between the Corporation and the monitoring agent.

(9) **Other Corporation Program Fees:**

(a) **Housing Credit Fees** – If Housing Credits are used for the Development, the Compliance Monitoring Fee for that program shall be collected from the Applicant in conjunction with the Compliance Monitoring Fee for the program.

(b) **Florida Affordable Housing Guarantee Program Fees** – If the Guarantee Program is used in the Development, the same fee schedule described in Rule Chapter 67-39, F.A.C., shall apply and be paid by the Applicant to the Corporation.

(10) **Developer Fee** shall be limited to 18 percent of ~~Total~~ Development Cost excluding land. Consulting fees, if any, must be paid out of the Developer Fee. Consulting fees include payments for Application consultants, construction management or supervision, or Local Government consultants. Fees of the Applicant's or Developer's attorney(s) awarded in conjunction with litigation against the Corporation with respect to a Development shall also not be included in Total Development Costs. Fees for services provided by architects, accountants, appraisers, engineers or Financial Advisors may be included as part of the Total Development Costs, except that those fees for a Financial Advisor that are in excess of \$18,000 must be paid out of the Developer Fee. In the event of extraordinary circumstances, Applicant may petition the Board for relief from the cap on Financial Advisor fees. The Corporation shall not authorize fees to be paid for duplicative services or duplicative overhead.

(11) **General Contractor's Fees** are inclusive of general requirements, profit and overhead and shall be limited to 14 percent of hard costs, excluding any hard cost contingencies. For the purpose of the HUD Risk Sharing Program, if there exists an Identity of Interest as defined herein between the Applicant or Developer and the General Contractor, the allowable fees shall in no case exceed the amount allowable pursuant to the HUD subsidy layering review requirements. Additionally, fees shall be allowed to be paid only to the person or entity that actually meets the definitional requirements to be considered a General Contractor. The Corporation shall not allow fees for duplicative services or duplicative overhead. The General Contractor must meet the following conditions:

(a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;

(b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;

(c) Secure building permits, issued in the name of the General Contractor;

(d) Secure a payment and performance bond (or approved alternate security for General Contractor's performance, such as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;

(e) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted; and

(f) Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity unless otherwise approved by the Board for a specific Development.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.507(4), (19) FS. History--New 12-3-86, Amended 1-7-98, Formerly 9I-21.007, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, Repromulgated 4-1-07, Amended 3-30-08, _____.

67-21.008 Terms and Conditions of MMRB Loans.

(1) Each Mortgage Loan for a Development made by the Corporation shall:

(a) Be evidenced by a properly executed Note or other evidence of indebtedness and be secured by a recorded Mortgage;

(b) Provide for a fully amortized payment of the Mortgage Loan in full beginning no later than the 37th month after closing and ending no later than the expiration of the useful life of the property, and in any event, no later than 45 years from the date of the Mortgage Loan;

(c) Not exceed 95 percent of the Total Development Cost;

(d) If the Mortgage Loan is to provide financing for the construction of a Development, have each advance thereof secured, insured, or guaranteed in such manner as the Corporation determines shall protect its interest and those of the Bond holders;

(e) Have the initial review, approval, and origination process accomplished by a Qualified Lending Institution;

(f) Be serviced by such Qualified Lending Institution or other private entity engaged in the business of servicing mortgage loans in Florida as the Corporation shall approve; and

(g) Require the submission to the Corporation of an annual audited financial statement for the Development, and for the Applicant if revenue from multiple projects is being pledged. An annual financial statement compiled or reviewed by a licensed Certified Public Accountant may be submitted in lieu of an audited financial statement for the Development prior to the issuance of a certificate of occupancy for any unit in the Development, provided that the subsequent annual audited financial statement shall include all operations since inception.

(h) If Credit Enhancement is used, a Credit Enhancement instrument of less than ten years must be approved by the Board of Directors.

(2) Upon approval, execution, and satisfaction of the terms of the Program Documents by the Applicant and the Corporation, the Bond sale and the MMRB Loan shall be scheduled for closing.

(3) The Applicant may obtain construction financing from an alternative source with the Bond proceeds being invested in accordance with an investment agreement subject to the requirements of the IRC for Tax-exempt Bonds.

(4) The Applicant shall also establish and maintain escrow deposits sufficient to pay any insurance premiums and applicable taxes.

(5) The Corporation shall charge such program administration fees as are required to pay the cost of administering the program during the life of the Bonds and MMRB Loan.

(6) The interest rate on the MMRB Loan shall be determined by the Corporation at the time of sale of the Bonds based on the financing structure and the interest rate on the Bonds.

(7) Prepayments shall be permitted only in accordance with the terms and conditions of the Program Documents.

(8) The Corporation shall appoint a Trustee and servicing agent when necessary to administer the program and service the MMRB Loan.

(9) All MMRB Loans are contingent upon:

(a) The sale, issuance and delivery of the Bonds and the availability of Bond proceeds.

(b) The Applicant obtaining title insurance on the property.

(c) The Applicant obtaining all governmental approvals for constructing and operating the Development as a multifamily housing Development.

(d) The Applicant providing to the Corporation, Bond Counsel and Special Counsel the Note, Mortgage, financing statements, survey, hazard insurance policies, liability insurance policies, escrow agreement, investment agreements, opinions of counsel including preference opinions, if required, and such other documents as are necessary to ensure that the Corporation has a properly secured Mortgage as required under the Act and to protect the holders of the Bonds.

(e) If required by Bond Counsel in order to deliver their opinion in connection with the issuance of the Bonds or at the request of the Corporation, the Bonds being validated pursuant to Chapter 75, F.S., and a certificate of no appeal issuing.

(f) Receipt of TEFRA approval for Tax-exempt Bonds.

(10) All MMRB Loans shall be reviewed and originated by a servicer designated by the Corporation, in conformance with the Act.

(11) The Applicant shall agree to execute or cause to be executed all of the MMRB Program Loan Documents required by the Corporation to secure the unconditional payment of the MMRB Loan and to retain the tax-exempt status of the Bonds, if Bonds are issued as Tax-exempt Bonds.

(12) The Applicant shall, prior to the requested date for funding, or as requested during Credit Underwriting, supply in draft form to the Corporation the following documents with respect to the Development being financed, together with any other documents required by the MMRB Loan Agreement:

(a) A survey, as described in the Application, dated within 90 days of the date submitted showing the location of all improvements, encroachments, easements and rights-of-way, and a site plan which has been approved by all governmental authorities.

(b) A fully completed, executed and sealed surveyors' certification to the Corporation.

(c) Written evidence of appropriate zoning and governmental approvals.

(d) Plans and specifications bearing the seal of a licensed engineer.

(e) Policies of insurance and evidence of payment of premiums.

(f) Required opinions of counsel necessary for the issuance of the Bonds.

(g) A commitment for mortgagee title insurance in favor of the Corporation or its Trustee or designated servicer, with only standard exceptions and such other exceptions as are usually permitted in Mortgage Loans of this nature and that are acceptable to the Corporation. Such policy shall be in an amount not less than the MMRB Loan amount plus an amount sufficient to cover any debt service reserve required by the Corporation.

(h) A copy of the deed or form of deed conveying the land for the Development to the Applicant or a copy of the lease creating a long-term leasehold in favor of the Applicant acceptable to the Corporation and the Credit Underwriter.

(i) Evidence as to the status of liens, including mechanic's liens, recorded against the property and the permission of the Corporation to allow any liens to remain recorded against the land or the Development.

(j) Such other documents as shall be reasonably required by the Corporation, by the MMRB Loan Commitment, or by the Corporation's respective counsel to protect the interest of the Corporation in the financing.

(13) The Borrower shall not sell, transfer, or otherwise assign any of its interest in the Development without the prior written consent of the Corporation.

(14) The Corporation shall require all MMRB Loans to be secured to the extent necessary to protect the Corporation and Bond holders.

(15) Any MMRB Loan financed with proceeds of Tax-exempt Bonds, except for 501(c)(3) Bonds, shall provide that the portion of any debt service reserve fund associated therewith to be financed with the Tax-exempt Bonds shall not exceed six months of debt service on the Bonds.

Rulemaking Specific Authority 420.507(12), 420.508(3)(c) FS. Law Implemented 420.502, 420.507(4), (6), (9), (11), (21), 420.508 FS. History—New 12-3-86, Amended 12-4-90, 11-23-94, 9-25-96, 1-7-98, Formerly 9I-21.008, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, Amended 3-30-08, Repromulgated _____.

67-21.009 Interest Rate on Mortgage Loans.

The Corporation shall establish the interest rate on Mortgage Loans at the time of sale of the Bonds. The interest rate shall in no event exceed the arbitrage limit which is legally allowed without jeopardizing the tax exempt status of the Bonds, if Bonds are issued as Tax-exempt Bonds.

Rulemaking Specific Authority 420.507(12), 420.508(3)(c) FS. Law Implemented Chapter 75, 420.507, 420.508 FS. History—New 12-3-86, Amended 1-7-98, Formerly 9I-21.009, Amended 1-26-99, 11-14-99, Repromulgated 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-21.010 Issuance of Revenue Bonds.

The Corporation shall fund Mortgage Loans with the proceeds from the sale of Bonds. The issuance and sale of the Bonds shall be governed by resolutions adopted by the Corporation and by applicable law and rule. If Bonds cannot be sold or cannot be sold in an amount or at an interest rate or under conditions which satisfy the Credit Underwriting Report, as the same may be amended, the Corporation shall terminate its MMRB Loan Commitment and such other agreements as were executed in conjunction with the proposed MMRB Loan.

Rulemaking Specific Authority 420.507(12), 420.508(3)(c) FS. Law Implemented 420.507(6), 420.508, 420.509 FS. History—New 12-3-86, Amended 1-7-98, Formerly 9I-21.010, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-21.013 Non-Credit Enhanced Multifamily Mortgage Revenue Bonds.

Any issuance of non-Credit Enhanced revenue Bonds shall be sold only to a Qualified Institutional Buyer. Such non-Credit Enhanced revenue Bonds may only be utilized for financings where the Applicant has demonstrated that the issuance produces a substantial benefit to the Development not otherwise available from Credit Enhancement structures. The analysis of the substantial benefit must be provided in a format acceptable to the Corporation and shall include the initial issuer cost of issuance, underwriter's discount or placement agent fee, annual debt service, total debt service and any other factors necessary and appropriate to demonstrate that the issuance produces a substantial benefit to the Development.

This analysis must be provided both prior to the review of the method of Bond sale conducted by the Corporation's Financial Advisor, and again prior to the pricing of the Bonds, showing any changes affecting the original estimated substantial benefit. The Corporation shall designate the bond underwriter or placement agent with respect to such Bonds, who shall be on the Corporation's approved bond underwriters list. The Corporation, in its discretion, will allow only an underwriting discount or a placement agent fee, but not both. Unless such Bonds are rated in one of the four highest rating categories by a nationally recognized rating service, such Bonds shall not be held in a full book-entry system (but may be DTC-Eligible) and shall comply with at least one of the following criteria:

(1) The Bonds shall be issued in minimum denominations of \$100,000 (subject to reduction by means of redemption) and each purchaser of such Bond, including subsequent purchasers unless the requirements of subsection (2) or (3) below are met, shall certify to the Corporation prior to any purchase or transfer of any Bond that such purchaser is a Qualified Institutional Buyer, or

(2) The Bonds shall be issued in minimum denominations of \$250,000 (subject to reduction by means of redemption) and an investment letter satisfactory to the Corporation and its counsel shall be obtained from each initial purchaser of the Bonds (including any purchaser purchasing such Bonds in an immediate resale from an underwriter), but shall not be required of subsequent purchasers of the Bonds, to the effect that, among other things, such purchaser is a Qualified Institutional Buyer, is purchasing such Bonds for its own account and not for immediate resale to other than another Qualified Institutional Buyer, and has made an independent investment decision as a sophisticated or institutional investor; or

(3) The Bonds shall be issued in minimum denominations of \$250,000 (subject to reduction by means of redemption) and an investment letter satisfactory to the Corporation and its counsel shall be obtained from each initial purchaser of the Bonds and from each subsequent transferee of the Bonds prior to any transfer thereof, to the effect that such purchaser is a Qualified Institutional Buyer.

Rulemaking Specific Authority 420.507(12), 420.508(3)(c) FS. Law Implemented 420.507(4), (5), (6), (9), (11), (14), (16), (18), (19), (20), (21) FS. History—New 11-23-94, Amended 1-7-98, Formerly 91-21.013, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-21.014 Credit Underwriting Procedures.

(1) An invitation into Credit Underwriting shall require that the Applicant submit the Credit Underwriting and Appraisal Fee and information required to complete the Credit Underwriting, to the Credit Underwriter in accordance with the schedule established by the Corporation upon the recommendation of the Credit Underwriter. Failure to submit the Credit Underwriting and Appraisal Fee or meet the

deadlines as set forth in the schedule shall result in the immediate termination of Credit Underwriting activities and the Application shall be moved to the bottom of the ranked list.

(2) The Credit Underwriter shall in Credit Underwriting analyze and verify all information in the Application, or any proposed changes made subsequent thereto, in order to make a recommendation to the Board of Directors on the feasibility of the Development, without taking into account the willingness of a Credit Enhancer to provide Credit Enhancement. Credit Underwriting services shall include, for example, a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, and the evidence of need for affordable housing in order to determine that the Development meets the MMRB Program requirements. The Credit Underwriter shall determine a recommended Bond amount that should be made to a Development, whether an initial loan or a refunding.

(a) If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of normal underwriting procedures, the cost of such expertise shall be borne by the Applicant.

(b) The Credit Underwriter shall review the proposed financing structure to determine whether the MMRB Loan is feasible.

(c) In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves when calculating the final net operating income available to service the debt. A minimum amount of \$250 per unit must be deposited annually in the replacement reserve account for all Developments. An Applicant may choose to fund a portion of the replacement reserves at closing from moneys other than the proceeds of the Bonds. This partial funding cannot exceed 50 percent of the required replacement reserves for two years and must be placed in escrow with the Bond Trustee at closing. Applicants with Credit Enhancement may employ a different replacement reserve structure with the Corporation's approval.

(d) The Corporation shall consider the following when determining the need for construction completion guarantees based on the recommendations of the Credit Underwriter:

1. Liquidity of any guarantee provider.
2. Applicant's, Developer's and General Contractor's history in successfully completing Developments of similar type.
3. The past performance of the Applicant, Developer, General Contractor, or management agent, in developing, constructing or managing Developments financed by the Corporation or its predecessor, including, by way of example and not limitation, nonpayment of fees and noncompliance with program requirements.

4. Percentage of the Corporation's funds utilized compared to Total Development Costs. At a minimum, the corporate general partner of the borrowing entity shall provide a personal guarantee for completion of construction. In addition, a letter of credit or payment and performance bond shall be required if the Corporation determines upon recommendation of the Credit Underwriter after evaluation of conditions in subparagraphs 1. through 3., above, that additional surety is needed.

(e) The Credit Underwriter shall review and make a recommendation to the Corporation whether the number of existing loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation Development.

(f) The Credit Underwriter shall consider the appraisal of the Development and other market study documentation to make a recommendation as to whether the market exists to support both the demographic and income restriction set-asides committed to within the Application. The Credit Underwriter shall consider the market study and other documentation to make a recommendation of whether to approve or disapprove an allocation when the proposed Development would financially impair an existing Development previously funded by the Corporation. The Credit Underwriter must review and determine whether there will be a negative impact to Guarantee Fund Developments within the primary market area or five (5) miles of the proposed Development, whichever is greater.

(g) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process to complete the Credit Underwriting Report, the Credit Underwriter shall notify the Corporation and request the information from the Applicant. Such requested information shall be submitted within ten business days of receipt of the request therefor. Failure for any reason to submit required information on or before the specified deadline shall result in the Application being moved to the bottom of the ranked list.

(h) At a minimum, the Credit Underwriter shall require the following information during Credit Underwriting:

1. For Credit Enhancers, audited financial statements for their most recent fiscal year ended, if published; otherwise the previous year's audited statements will be provided until the current statements are published or Credit Underwriting is complete.

2. For guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If audited financial statements are not available, unaudited financial statements prepared by an independent licensed Certified Public Accountant within the last 90 days and reviewed by the Credit Underwriter in accordance with Part III, Sections 604 through 607. of the Fannie Mac Multifamily

Delegated Underwriting and Servicing (DUS) Guide, effective November 6, 2003, which is incorporated by reference and available on the Corporation's Website under the ~~2009 2008~~ Universal Application link labeled Related References Information and Links, and the two most recent years tax returns. If the entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules.

3. For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.

4. For the Applicant and General Partner, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If the entities are newly formed (less than 18 months in existence as of the date that Credit Underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules.

(i) The Credit Underwriter shall require an operating deficit guarantee. The operating deficit guarantee will be released when the Development achieves an average 1.15 a minimum 1.10 debt service coverage ratio on the MMRB Loan and 90 percent occupancy and 90 percent of the gross potential rental income, all for twelve (12) six consecutive months as certified by an independent Certified Public Accountant, and verified by the Credit Underwriter.

(j) The Credit Underwriter shall also require environmental indemnity and recourse obligation guarantees.

(k) Required appraisals, market studies, pre-construction analyses, physical needs assessments, and environmental studies (other than Phase I Environmental Site Assessments) shall be completed by professionals approved by the Credit Underwriter. Approval of appraisers and contractors to complete market and environmental studies shall be based upon review of qualifications, professional designations held, references and prior experience with similar types of Developments.

(l) A full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice, which is adopted and incorporated herein by reference, and a separate market study shall be ordered by the Credit Underwriter from an appraiser qualified for the geographic area and product type not later than when an Application enters Credit Underwriting.

The Credit Underwriter shall review the appraisals to properly evaluate the MMRB Loan request in relation to the property value.

(m) Appraisals and separate market studies which have been ordered and submitted by third party Credit Enhancers or syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal or market study referenced above.

(n) The Credit Underwriting Report shall include a thorough analysis of the proposed Development and a statement as to whether a MMRB Loan is recommended, and if so, the amount recommended. The Credit Underwriter or the Corporation may request such additional information as is necessary to properly analyze the credit risk being presented to the Corporation and the Bond holders. For the Credit Underwriter to make a favorable recommendation, the submarket of the proposed Development must have an average occupancy rate of 90% or greater.

(3) The Applicant shall review and provide written comments on the draft Credit Underwriting Report to the Corporation and the Credit Underwriter within the time frame established by the Corporation. The Corporation shall provide comments on the draft report and, as applicable, on the Applicant's comments to the Credit Underwriter. The Credit Underwriter shall then review and incorporate the Corporation's and, if deemed appropriate, the Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within the established time frame. Then, the Credit Underwriter shall provide a final report, which shall address comments made by the Applicant to the Corporation.

(4) After approval by the Board of Directors following presentation of the Credit Underwriting Report and payment of one-half of the Good Faith Deposit, Corporation staff and Special Counsel shall begin negotiations of the MMRB Loan Commitment with the Applicant.

(5) At a minimum, a 10 percent retainage will be held by the Trustee or the servicer administering the construction loan funds until the Development is 50 percent complete. At 50 percent completion, no additional retainage will be held from the remaining draws. The total retainage dollars will be held by the Trustee or the servicer and released pursuant to the terms of the construction loan agreement.

Rulemaking Specific Authority 420.507(12), 420.508(3)(c) FS. Law Implemented 420.507, 420.508, 420.508(3)(b)3., 420.509 FS. History—New 1-7-98, Formerly 9I-21.014, Amended 1-26-99, 11-14-99, 1-26-00, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-21.015 Use of Bonds with Other Affordable Housing Finance Programs.

(1) Applicants may submit one Application for the MMRB Program, SAIL, HOME Rental, competitive housing credits and non-competitive housing credits, subject to the restrictions set forth in the Universal Application Package.

(2) Applicants that receive funding from other programs and the Multifamily Mortgage Revenue Bond Program shall comply with the requirements of the applicable program rule and this rule.

Rulemaking Specific Authority 420.507(12), 420.508(3)(c) FS. Law Implemented 420.507, 420.508 FS. History—New 1-7-98, Formerly 9I-21.015, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-21.017 Transfer of Ownership.

(1) Any transfer of ownership of any Development shall be subject to compliance with the provisions of this section, provided that transfers of the limited partnership interest or limited liability company interest in the owner to a tax credit syndicator, or the transfer of ownership to a creditor by means of foreclosure or deed in lieu of foreclosure, need not comply with this provision. The determination of whether a transfer of ownership of a Development shall be deemed to take place for purposes of this rule shall be made in accordance with the provisions of the MMRB Land Use Restriction Agreement and other Program Documents for such Development. Owners shall advise the Corporation in writing of any change of ownership of the owner aggregating 50 percent or more of ownership interests in the owner within any six-month period.

(2) A request for transfer of ownership shall be submitted to the Corporation in writing and include evidence that the current owner has agreed to the proposed sale. A detailed opinion letter from the legal counsel for the current owner or prospective purchaser describing the scope of the proposed transaction must also be provided. The Corporation shall review the letter and, if acceptable, assign a Credit Underwriter. The Credit Underwriter will notify the current owner and prospective purchaser of any additional information necessary to complete its Credit Underwriting Report.

(3) Upon demonstration of compliance with the provisions of this section, and favorable consideration by the Board of Directors of the Credit Underwriting Report, the Corporation shall assign a Bond Counsel, Special Counsel, and other professionals as needed to effect the transfer.

(4) Prior to the transfer of ownership:

(a) The Credit Underwriter shall conduct a Credit Underwriting of the prospective purchaser upon any transfer of ownership. Additionally, the prospective purchaser shall be notified that any refunding of Bonds associated with such Development shall require a full Credit Underwriting of the Development. The prospective purchaser and the conditions of the assumption of the Program Documents must be approved

by the Credit Underwriter as meeting the terms of its Credit Underwriting Report, Bond Counsel and Special Counsel as complying with all applicable legal requirements, and the Corporation as meeting the stated purposes of the Corporation,

(b) All outstanding fees owing to the Corporation or any of its assigned professionals shall be paid,

(c) The Development shall be in compliance with all existing regulatory requirements imposed by the Corporation or its predecessor, and

(d) If the set-aside requirements in the MMRB Land Use Restriction Agreement are expired or have less than 12 months remaining, such agreement shall be extended for a minimum of two years from the date of closing. All transfer of ownership transactions shall be subject to all conditions of the Credit Underwriting Report including the requirements for a guarantee of recourse obligations and an environmental indemnity from the assuming owner.

(5) The prospective purchaser or current owner shall be responsible for payment of all fees for professional services rendered in association with the transfer of ownership.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.507, 420.508, 420.508(3)(a) FS. History—New 1-7-98, Formerly 9I-21.017, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-21.018 Refundings and Troubled Development Review.

(i) Refunding of previously issued Bonds shall in all instances be at the option of the Corporation and not an obligation of the Corporation.

(2) The Corporation shall endeavor where feasible to refund Bonds which are either in default or face a pending default.

(3) Approval by the Corporation for a refunding of an issue of Bonds for reasons related to pending default shall be subject to the following:

(a) Determination of the likelihood of the impending default;

(b) Submission of a sworn certificate of impending default by the owner or Credit Enhancer;

(c) Submission of sworn certificate from the owner or Credit Enhancer that conditions causing default are likely to continue;

(d) Submission of certified information from a certified public accountant concerning cash contributions to the Development, financial condition of the Development, including analysis of tax benefits derived from Development losses, and the financial condition of the owner or Credit Enhancer;

(e) Independent evidence of market conditions in the Development location;

(f) Evidence of effort by the owner or Credit Enhancer to procure other sources of capital infusion;

(g) Statement by the owner or Credit Enhancer of the continued public purpose to be achieved by refunding;

(h) Agreement by the owner or Credit Enhancer to update the MMRB Land Use Restriction Agreement, including retention of state and federal income limits;

(i) New Credit Underwriting by the Corporation, with new Bond amount determined by the Corporation based upon real estate underwriting criteria and equal to the lesser of the amount determined by the Corporation or the Credit Enhancer, to provide assurance that a similar default condition will not present itself in the future;

(j) The full risk of refunding is taken by the Credit Enhancer through full indemnification of the Corporation; with consideration given to personal indemnification from the owner if sufficient financial strength can be demonstrated;

(k) All costs of refunding are paid by the owner or the Credit Enhancer outside of Bond proceeds, including all applicable fees;

(l) Retention of annual fees by the Corporation;

(m) Provision of other evidence of the immediacy of default;

(n) Retention of the Credit Enhancement, or an acceptable non-Credit Enhancement structure; and

(o) Management of the Development is reviewed and approved by the Corporation.

(4) In connection with all refundings, the following shall apply:

(a) All outstanding fees of the Corporation and any of its assigned professionals shall be paid in connection with the refunding;

(b) The set-asides required by the original MMRB Land Use Restriction Agreement shall be increased by an amount and extended for a period determined by the Corporation;

(c) A Credit Underwriting Report shall be required, which may incorporate any Credit Underwriting undertaken within the past twelve months in connection with a transfer of ownership of the same Development;

(d) A guarantee of recourse obligations and an environmental indemnity shall be required;

(e) Additional operating deficit or other guarantees and establishment of replacement reserves or increase in existing reserves may be required as specified in the Credit Underwriting Report;

(f) The MMRB Loan shall immediately, on the earlier of 24 months after closing or stabilized occupancy in the case of major rehabilitation, begin full amortization over the remaining life of the Bonds; and in no event shall it exceed the economic remaining life of the property, provided that, in the case of a

refunding relating to a pending financial default, such amortization may be delayed to the extent recommended in the Credit Underwriting Report;

(g) Any material changes to the underlying documents shall be deemed to constitute a refunding for purposes hereof;

(h) Any extension or extensions of maturity cumulatively exceeding 60 months shall be deemed to constitute a refunding for purposes hereof; and

(i) The owner of the Development must provide a written request for the refunding and a detailed opinion from Applicant's counsel describing the scope of the transaction. It shall not be necessary to complete an Application in connection with a refunding request.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.507, 420.508 FS. History—New 1-7-98, Formerly 91-21.018, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08.

67-21.019 Issuance of Bonds for Section 501(c)(3) Entities.

(1) The Corporation shall entertain requests, on a non-competitive basis, for it to serve as the issuer of Tax-exempt 501(c)(3) Bonds for the acquisition or construction of multifamily housing to be owned by a not-for-profit entity organized under section 501(c)(3) of the IRC.

(2) In connection with all Bonds issued pursuant to this section, Applicants shall be required to comply with the applicable provisions of Rules 67-21.0045 through 67-21.018, F.A.C., Florida Statutes, and the IRC, including all safe harbor provisions.

(3) In addition, Applicant shall submit the following:

(a) An initial Bond Counsel fee of \$1,000 along with IRS Form 1023, which is adopted and incorporated herein by reference, and all attachments and correspondence to and from the IRS relative to section 501(c)(3) status of the Applicant. A copy of IRS Form 1023 is available on the IRS web site at www.irs.gov; and

(b) An opinion from Applicant's counsel at Applicant's sole expense evidencing the Applicant's qualifications as a section 501(c)(3) entity and Applicant's authority to incur bond debt for multifamily housing; and

(c) If a Development to be acquired is intended to be exempt from ad valorem taxes, evidence that it has notified all local ad valorem taxing authorities of the acquisition of the proposed Development by a section 501(c)(3) entity.

(d) The completed Universal Application in effect at the time the Applicant submits the Application. Applicants must meet all threshold requirements of the Application as well as achieve 50 percent of all points (excluding tie-breaker points) available in the Application.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.502, 420.507(14), (24), 420.508 FS. History—New 11-14-99, Amended 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08.

NAME OF PERSON ORIGINATING PROPOSED RULE: Wayne Conner, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: David Oellerich, Chairman of the Board, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: March 13, 2009

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAW: Vol. 34, No. 36, September 5, 2008

FLORIDA HOUSING FINANCE CORPORATION

RULE NOS.:	RULE TITLES:
67-48.001	Purpose and Intent
67-48.002	Definitions
67-48.004	Application and Selection Procedures for Developments
67-48.005	Applicant Administrative Appeal Procedures
67-48.007	Fees
67-48.0072	Credit Underwriting and Loan Procedures
67-48.0075	Miscellaneous Criteria
67-48.009	SAIL General Program Procedures and Restrictions
67-48.0095	Additional SAIL Application Ranking and Selection Procedures
67-48.010	Terms and Conditions of SAIL Loans
67-48.0105	Sale, Transfer or Refinancing of a SAIL Development
67-48.013	SAIL Construction Disbursements and Permanent Loan Servicing
67-48.014	HOME General Program Procedures and Restrictions
67-48.015	Match Contribution Requirement for HOME Allocation
67-48.017	Eligible HOME Activities
67-48.018	Eligible HOME Applicants
67-48.019	Eligible and Ineligible HOME Development Costs
67-48.020	Terms and Conditions of Loans for HOME Rental Developments
67-48.0205	Sale, Transfer or Refinancing of a HOME Development

refunding relating to a pending financial default, such amortization may be delayed to the extent recommended in the Credit Underwriting Report;

(g) Any material changes to the underlying documents shall be deemed to constitute a refunding for purposes hereof;

(h) Any extension or extensions of maturity cumulatively exceeding 60 months shall be deemed to constitute a refunding for purposes hereof; and

(i) The owner of the Development must provide a written request for the refunding and a detailed opinion from Applicant's counsel describing the scope of the transaction. It shall not be necessary to complete an Application in connection with a refunding request.

Rulemaking Specific Authority 420.507(12), 420.508(3)(a) FS. Law Implemented 420.507, 420.508 FS. History--New 1-7-98, Formerly 9I-21.018, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08.

67-21.019 Issuance of Bonds for Section 501(c)(3) Entities.

(1) The Corporation shall entertain requests, on a non-competitive basis, for it to serve as the issuer of Tax-exempt 501(c)(3) Bonds for the acquisition or construction of multifamily housing to be owned by a not-for-profit entity organized under section 501(e)(3) of the IRC.

(2) In connection with all Bonds issued pursuant to this section, Applicants shall be required to comply with the applicable provisions of Rules 67-21.0045 through 67-21.018, F.A.C., Florida Statutes, and the IRC, including all safe harbor provisions.

(3) In addition, Applicant shall submit the following:

(a) An initial Bond Counsel fee of \$1,000 along with IRS Form 1023, which is adopted and incorporated herein by reference, and all attachments and correspondence to and from the IRS relative to section 501(c)(3) status of the Applicant. A copy of IRS Form 1023 is available on the IRS web site at www.irs.gov; and

(b) An opinion from Applicant's counsel at Applicant's sole expense evidencing the Applicant's qualifications as a section 501(c)(3) entity and Applicant's authority to incur bond debt for multifamily housing; and

(c) If a Development to be acquired is intended to be exempt from ad valorem taxes, evidence that it has notified all local ad valorem taxing authorities of the acquisition of the proposed Development by a section 501(c)(3) entity.

(d) The completed Universal Application in effect at the time the Applicant submits the Application. Applicants must meet all threshold requirements of the Application as well as achieve 50 percent of all points (excluding tie-breaker points) available in the Application.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.502, 420.507(14), (24), 420.508 FS. History--New 11-14-99, Amended 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08.

NAME OF PERSON ORIGINATING PROPOSED RULE: Wayne Conner, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: David Oellerich, Chairman of the Board, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: March 13, 2009

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FLORIDA HOUSING FINANCE CORPORATION

RULE NOS.:

- 67-48.001
- 67-48.002
- 67-48.004
- 67-48.005
- 67-48.007
- 67-48.0072
- 67-48.0075
- 67-48.009
- 67-48.0095
- 67-48.010
- 67-48.0105
- 67-48.013
- 67-48.014
- 67-48.015
- 67-48.017
- 67-48.018
- 67-48.019
- 67-48.020
- 67-48.0205

RULE TITLES:

- Purpose and Intent
- Definitions
- Application and Selection Procedures for Developments
- Applicant Administrative Appeal Procedures
- Fees
- Credit Underwriting and Loan Procedures
- Miscellaneous Criteria
- SAIL General Program Procedures and Restrictions
- Additional SAIL Application Ranking and Selection Procedures
- Terms and Conditions of SAIL Loans
- Sale, Transfer or Refinancing of a SAIL Development
- SAIL Construction Disbursements and Permanent Loan Servicing
- HOME General Program Procedures and Restrictions
- Match Contribution Requirement for HOME Allocation
- Eligible HOME Activities
- Eligible HOME Applicants
- Eligible and Ineligible HOME Development Costs
- Terms and Conditions of Loans for HOME Rental Developments
- Sale, Transfer or Refinancing of a HOME Development

- 67-48.022 HOME Disbursements Procedures and Loan Servicing
- 67-48.023 Housing Credits General Program Procedures and Requirements
- 67-48.027 Tax-Exempt Bond-Financed Developments
- 67-48.028 Carryover Allocation Provisions
- 67-48.029 Extended Use Agreement
- 67-48.030 Sale or Transfer of a Housing Credit Development
- 67-48.031 Termination of Extended Use Agreement and Disposition of Housing Credit Developments

PURPOSE AND EFFECT: The purpose of this Rule Chapter is to establish the procedures by which the Corporation shall:

- (1) Administer the Application process, determine loan amounts, make and service mortgage loans for new construction or rehabilitation of affordable rental units under the State Apartment Incentive Loan (SAIL) Program authorized by Section 420.5087, Florida Statutes; and the HOME Investment Partnerships (HOME) Program authorized by Section 420.5089, Florida Statutes; and
- (2) Administer the Application process, determine Housing Credit amounts and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, Florida Statutes.

The intent of this Rule Chapter is to encourage public-private partnerships to invest in residential housing; to stimulate the construction and rehabilitation of residential housing which in turn will stimulate the job market in the construction and related industries; and to increase and improve the supply of affordable housing in the state of Florida.

SUMMARY: Prior to the opening of an Application Cycle, the Corporation (1) researches the market need for affordable housing throughout the state of Florida and (2) evaluates prior Application Cycles to determine what changes or additions should be added to the Rule, Application and/or QAP. The proposed amendments to the Rule and adopted reference material include changes that will create a formulated process for selecting Developments that will apply in the 2009 Application Cycle.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS: No Statement of Estimated Regulatory Cost was prepared.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 420.507 FS.

LAW IMPLEMENTED: 420.5087, 420.5089, 420.5099 FS.

A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:

DATE AND TIME: April 17, 2009, 9:00 a.m.

PLACE: Florida Housing Finance Corporation, 227 North Bronough Street, 6th Floor, Seltzer Room, Tallahassee, Florida 32301. The hearing will be accessible via phone at 1(888)808-6959, Conference Code #1374197.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Black Carson-Poston (850)488-4197. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULES IS: Deborah Dozier Blinderman, Deputy Development Officer, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197

THE FULL TEXT OF THE PROPOSED RULES IS:

67-48.001 Purpose and Intent.

The purpose of this rule chapter is to establish the procedures by which the Corporation shall:

- (1) Administer the Application process, determine loan amounts, make and service mortgage loans for new construction or Rehabilitation/Substantial Rehabilitation of affordable rental units under the State Apartment Incentive Loan (SAIL) Program authorized by Section 420.5087, F.S., and the HOME Investment Partnerships (HOME) Program authorized by Section 420.5089, F.S.; and

- (2) Administer the Application process, determine Housing Credit amounts and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, F.S.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087, 420.5089(2), 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 91-48.001, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, Amended 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, Amended 3-30-08, Repromulgated _____.

67-48.002 Definitions.

- (1) "Act" means the Florida Housing Finance Corporation Act as found in Chapter 420, Part V, F.S.

- (2) "Address" means the address assigned by the United States Postal Service and must include address number, street name and; city; ~~state and zip code~~. If address has not yet been assigned, include, at a minimum, street name and closest designated intersection and; city; ~~state and zip code~~.

- (3) "Adjusted Income" means, with respect to a HOME Development, the gross income from wages, income from assets, regular cash or noncash contributions, and any other resources and benefits determined to be income by HUD,

adjusted for family size, minus the deductions allowable under 24 CFR § 5.611, which is adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

(4) "Affiliate" means any person that, (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer, (ii) serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer, or (iii) directly or indirectly receives or will receive a financial benefit from a Development except as further described in Rule 67-48.0075, F.A.C., or (iv) is the spouse, parent, child, sibling, or relative by marriage of a person described in (i), or (ii) or (iii) above.

(5) "ALF" or "Assisted Living Facility" means a Florida licensed living facility that complies with Sections 429.01 through 429.54, F.S., and Chapter 58A-5, F.A.C.

(6) "Allocation Authority" means the total dollar volume of Competitive Housing Credits available for distribution by the Corporation and authorized pursuant to Section 42 of the IRC.

(7) "Applicable Fraction" means Applicable Fraction as defined in Section 42(c)(1)(B) of the IRC.

(8) "Applicant" means any person or legally formed entity that is seeking a loan or funding from the Corporation by submitting an Application or responding to a request for proposal for one or more of the Corporation's programs. For purposes of paragraph 67-48.0075(7)(b) and Rules 67-48.0105, 67-48.0205 and 67-48.031, F.A.C., Applicant also includes any assigns or successors in interest of the Applicant.

(9) "Application" means the forms and exhibits created by the Corporation for the purpose of providing the means to apply for one or more Corporation programs. A completed Application may include additional supporting documentation provided by an Applicant.

(10) "Application Deadline" means 5:00 p.m., Eastern Time, on the final day of the Application Period.

(11) "Application Period" means a period during which Applications shall be accepted as posted on the Corporation's Website and with a deadline no less than 21 Calendar ~~thirty~~ Days from the beginning of the Application Period.

(12) "Binding Commitment" means, with respect to a Housing Credit Development, an agreement between the Corporation and an Applicant by which the Corporation allocates and the Applicant accepts Housing Credits from a later year's Allocation Authority in accordance with Section 42(h)(1)(C) of the IRC.

(13) "Board of Directors" or "Board" means the Board of Directors of the Corporation.

(14) "Building Identification Number" means, with respect to a Housing Credit Development, the number assigned by the Corporation to describe each building in a Housing

Credit Development, pursuant to Internal Revenue Service Notice 88-91, which is incorporated by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

(15) "Calendar Days" means, the seven (7) days of the week.

(16) "Carryover" means the provision under Section 42 of the IRC and Rule 67-48.028, F.A.C., which allows a Development to receive a Housing Credit Allocation in a given calendar year and be placed in service by the close of the second calendar year following the calendar year in which the allocation is made.

(17) "Catchment Area" means the geographical area covered under a Local Homeless Assistance Continuum of Care Plan, as designated and revised as necessary by the State Office on Homelessness, in accordance with Section 420.624, F.S.

(18) "CHDOs" or "Community Housing Development Organizations" means Community housing development organizations as defined in Section 420.503, F.S., and 24 CFR Part 92.

(19) "Commercial Fishing Worker" means Commercial fishing worker as defined in Section 420.503, F.S.

(20) "Commercial Fishing Worker Household" means a household of one or more persons wherein at least one member of the household is a Commercial Fishing Worker at the time of initial occupancy.

(21) "Competitive Housing Credits" or "Competitive HC" means those Housing Credits which come from the Corporation's annual Allocation Authority.

(22) "Compliance Period" means a period of time that the Development shall conform to all set-aside requirements as described further in the rule chapter and agreed to by the Applicant in the Application.

(23) "Consolidated Plan" means the plan prepared in accordance with 24 CFR Part 91, which is adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links, and which describes needs, resources, priorities and proposed activities to be undertaken with respect to certain HUD programs, including the HOME Program.

(24) "Contact Person" means the person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.

(25) "Corporation" means the Florida Housing Finance Corporation as defined in Section 420.503, F.S.

(26) "Credit Underwriter" means the independent contractor under contract with the Corporation having the responsibility for providing stated credit underwriting services.

(27) "DDA" or "Difficult Development Area" means areas designated by the Secretary of Housing and Urban Development as having high construction, land, and utility costs relative to area median gross income in accordance with Section 42(d)(5), of the IRC.

(28) "Department" means the Department of Community Affairs as defined in Section 420.503, F.S.

(29) "Developer" means any individual, association, corporation, joint venturer, or partnership which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application.

(30) "Development" means Project as defined in Section 420.503, F.S.

(31) "Development Cash Flow" means, with respect to SAIL Developments, cash flow of a SAIL Development as calculated in the statement of cash flows prepared in accordance with generally accepted accounting principles ("GAAP") and as adjusted for items including any distribution or payment to the Applicant or Developer, Principal(s) of the Applicant or Developer or any Affiliate of the Principal(s) of the Applicant or Developer, or to the Developer or any Affiliate of the Developer, whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Board approved final credit underwriting report.

(32) "Development Cost" means the total of all costs incurred in the completion of a Development excluding developer fee and total land cost as shown in the Development Cost line item on the development cost pro forma within the Application.

(33) "Development Expenses" means, with respect to SAIL Developments, usual and customary operating and financial costs, such as the compliance monitoring fee, the financial monitoring fee, replacement reserves, the servicing fee and the debt service reserves. As it relates to SAIL Developments and to the application of Development Cash Flow described in subsections 67-48.010(5) and (6), F.A.C., the term includes only those expenses disclosed in the operating pro forma included in the final credit underwriting report, as approved by the Board.

(34) "Document" means electronic media, written or graphic matter, of any kind whatsoever, however produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.

(35) "Domestic Violence" means Domestic violence as defined in Section 741.28, F.S.

(36) "Draw" means the disbursement of funds to a Development.

(37) "Elderly" means Elderly as defined in Section 420.503, F.S.

(38) "ELI Household" or "Extremely Low Income Household" means a household of one or more persons wherein the annual adjusted gross income for the Family is equal to or below the percentage of area median income for ELI Persons.

(39) "ELI Persons" or "Extremely Low Income Persons" means Extremely low income persons as defined in Section 420.0004(8), F.S., and for the Universal Cycle, will be as outlined in the ELI County Chart included in the Set-Aside Commitments section of the Universal Application instructions.

(40) "ELI Set-Aside" or "Extremely Low Income Set-Aside" means the number of units designated to serve ELI Households.

(41) "Eligible Persons" means one or more natural persons or a family, irrespective of race, creed, national origin, or sex, determined by the Corporation to be of Low Income or Very Low Income, as further described in Rule 67-48.0075, F.A.C.

(42) "EUA" or "Extended Use Agreement" means, with respect to the HC Program, an agreement which sets forth the set-aside requirements and other Development requirements under the HC Program.

(43) "Executive Director" means the Executive Director of the Corporation.

(44) "Family" describes a household composed of one or more persons.

(45) "Farmworker" means Farmworker as defined in Section 420.503, F.S.

(46) "Farmworker Household" means a household of one or more persons wherein at least one member of the household is a Farmworker at the time of initial occupancy.

(47) "Final Housing Credit Allocation" means, with respect to a Housing Credit Development, the issuance of Housing Credits to an Applicant upon completion of construction or Rehabilitation of a Development and submission to the Corporation by the Applicant of a completed and executed Final Cost Certification Application pursuant to Rule 67-48.023, F.A.C.

(48) "Financial Beneficiary" means any Developer and its principals or Principals of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development except as further described in Rule 67-48.0075, F.A.C.

(49) "Financial Institution" means Lending institution as defined in Section 420.503, F.S.

(50) "Florida Keys Area" means all lands in Monroe County, except:

(a) That portion of Monroe County included within the designated exterior boundaries of the Everglades National Park and areas north of said Park;

(b) All lands more than 250 feet seaward of the mean high water line owned by local, state, or federal governments; and

(c) Federal properties.

~~(51)(50)~~ "Funding Cycle" means the period of time commencing with the Notice of Funding Availability or Notice of Credit Availability pursuant to this rule chapter and concluding with the issuance of allocations or loans to Applicants who applied during a given Application Period.

~~(52)(51)~~ "General Contractor" means a person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in Rule 67-48.0072, F.A.C.

~~(53)(52)~~ "Geographic Set-Aside" means the amount of Allocation Authority or funding which has been designated by the Corporation to be allocated for Developments located in specific geographical regions within the state of Florida.

~~(54)(53)~~ "HC" or "Housing Credit Program" means the rental housing program administered by the Corporation pursuant to Section 42 of the IRC and Section 420.5099, F.S., under which the Corporation is designated the Housing Credit agency for the state of Florida within the meaning of Section 42(h)(7)(A) of the IRC and Rule Chapter 67-48, F.A.C.

~~(55)(54)~~ "HOME" or "HOME Program" means the HOME Investment Partnerships Program administered by the Corporation pursuant to 24 CFR Part 92, which is adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links, and Section 420.5089, F.S.

~~(56)(55)~~ "HOME-Assisted Unit" means the specific units that are funded with HOME funds. HOME units shall adhere to rent controls and income targeting requirements pursuant to 24 CFR § 92.252.

~~(57)(56)~~ "HOME Development" means any Development which receives financial assistance from the Corporation under the HOME Program.

~~(58)(57)~~ "HOME Rental Development" means a Development proposed to be constructed or rehabilitated with HOME funds.

~~(59)(58)~~ "HOME Rent-Restricted Unit" means the maximum allowable rents designed to ensure affordability on the HOME-Assisted Units.

~~(60)(59)~~ "Homeless" means a Family who lacks a fixed, regular, and adequate nighttime residence or a Family who has a primary nighttime residence that is:

(a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters, and transitional housing;

(b) An institution that provides a temporary residence for individuals intended to be institutionalized; or

(c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

The term does not refer to any individual imprisoned or otherwise detained pursuant to state or federal law.

~~(61)(60)~~ "Housing Credit" means the tax credit issued in exchange for the development of rental housing pursuant to Section 42 of the IRC and the provisions of Rule Chapter 67-48, F.A.C.

~~(62)(61)~~ "Housing Credit Allocation" means the amount of Housing Credits determined by the Corporation as necessary to make a Development financially feasible and viable throughout the Development's Compliance Period pursuant to Section 42(m)(2)(A) of the IRC.

~~(63)(62)~~ "Housing Credit Development" means the proposed or existing rental housing Development(s) for which Housing Credits have been applied or received.

~~(64)(63)~~ "Housing Credit Extended Use Period" means, with respect to any building that is included in a Housing Credit Development, the period that begins on the first day of the Compliance Period in which such building is part of the Development and ends on the later of: (i) the date specified by the Corporation in the Extended Use Agreement or (ii) the date that is the fifteenth anniversary of the last day of the Compliance Period, unless earlier terminated as provided in Section 42(h)(6) of the IRC.

~~(65)(64)~~ "Housing Credit Period" means with respect to any building that is included in a Housing Credit Development, the period of 10 years beginning with:

(a) The taxable year in which such building is placed in service, or

(b) At the election of the Developer, the succeeding taxable year.

~~(66)(65)~~ "Housing Credit Rent-Restricted Unit" means, with respect to a Housing Credit Development, a unit for which the gross rent does not exceed 30 percent of the imputed income limitation applicable to such unit as chosen by the Applicant in the Application and in accordance with Section 42 of the IRC.

~~(67)(66)~~ "Housing Credit Set-Aside" means the number of units in a Housing Credit Development necessary to satisfy the percentage of units set-aside at 60 percent of the Area Median Income (AMI) or less as chosen by the Applicant in the Application.

~~(68)(67)~~ "Housing Credit Syndicator" means a person, partnership, corporation, trust or other entity that regularly engages in the purchase of interests in entities that produce Qualified Low Income Housing Projects [as defined in Section 42(g) of the Internal Revenue Code] and provides at least one written reference in the Application that such person, partnership, corporation, trust or other entity has performed its obligation under the partnership agreements and is not currently in default under those agreements, in accordance with the Application instructions.

(69)(68) "Housing Provider" means, with respect to a HOME Development, Local Government, consortia approved by HUD under 24 CFR Part 92, for-profit and Non-profit Developers, and qualified CHDOs, with demonstrated capacity to construct or rehabilitate affordable housing.

(70)(69) "HUD" means the United States Department of Housing and Urban Development.

(71)(70) "IRC" means Section 42 and subsections 501(c)(3) and 501(c)(4) of the Internal Revenue Code of 1986, as in effect on the date of this rule chapter, together with corresponding and applicable final, temporary or proposed regulations, notices, and revenue rulings issued with respect thereto by the Treasury or the Internal Revenue Service of the United States, which are incorporated by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

(72) "Joint Venture Application" means an Application in which the Applicant is either a Joint Venture Non-Profit Applicant or a Joint Venture Public Housing Authority Applicant.

(73) "Joint Venture Non-Profit Applicant" means an Applicant that (i) states in its Application that it is applying as a Non-Profit and (ii) is a legal entity which is owned by two or more separate and distinct legal entities which share no common ownership between or among them, at least one of which is a Non-Profit entity, as defined in Rule 67-48.002, F.A.C., provided such Non-Profit is receiving at least 25 percent of the total Developer fee.

(74) "Joint Venture Public Housing Authority Applicant" means an Applicant that is a legal entity which is owned by two or more separate and distinct legal entities which share no common ownership between or among them, at least one of which is a Public Housing Authority or an entity created under Section 421.08(8), F.S.

(75)(74) "Lead Agency" means a Local Government or non-profit serving as the point of contact and accountability to the State Office on Homelessness with respect to the Local Homeless Assistance of Continuum of Care Plan, in accordance with Section 420.624, F.S.

(76)(72) "Local Government" means Local government as defined in Section 420.503, F.S.

(77)(73) "Local Homeless Assistance Continuum of Care Plan" means a plan for developing and implementing a framework for a comprehensive and seamless array of housing and services to address the needs of homeless persons and persons at risk for homelessness, in accordance with Section 420.624, F.S.

(78)(74) "Low Income" means the Adjusted Income for a Family which does not exceed 80 percent of the area median income.

(79)(75) "LURA" or "Land Use Restriction Agreement" means an agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.

(80)(76) "Match" means non-federal contributions to a HOME Development eligible pursuant to 24 CFR Part 92.

(81)(77) "Mortgage" means Mortgage as defined in Section 420.503, F.S.

(82) "Non-Joint Venture Application" means an Application other than a Joint Venture Application.

(83)(78) "Non-Profit" means a qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the 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 percent of the ownership interest in the Development held by the general partner or managing member entity and which entity is acceptable to federal and state agencies and financial institutions as a Sponsor for affordable housing, as further described in Rule 67-48.0075, F.A.C.

(84)(79) "Note" means a unilateral agreement containing an express and absolute promise to pay to the Corporation a principal sum of money on a specified date, which provides the interest rate and is secured by a Mortgage.

(85)(80) "PBRA" or "Project-Based Rental Assistance" means a rental subsidy through a contract with HUD or RD in a property that is 20 or more years of age.

(86) "Person with a Disability" means, pursuant to Section 3 of the Americans with Disabilities Act of 1990, which is incorporated by reference and available on the Corporation's Website under the 2009 Universal Application link labeled Related References and Links, an individual to which both of the following applies: (i) the individual has a physical or mental impairment that substantially limits one or more of the major life activities of such individual, and (ii) the individual is currently or was formerly regarded as having an existing record of such an impairment.

(87) "Pool of Related Applications" means a group of Related Applications comprised of all Related Applications submitted in the same Funding Cycle that share among such Related Applications one or more Principals or Affiliates of an Applicant or Developer common to any or all such Related Applications.

(88)(81) "Portfolio Diversification" means a distribution of SAIL and HOME Program loans to Developments in varying geographic locations with varying design structures and sizes and with different types and identity of Sponsors.

(89)(82) "Preliminary Allocation" means a non-binding reservation of Housing Credits issued to a Housing Credit Development which has demonstrated a need for Housing Credits and received a positive recommendation from the Credit Underwriter.

(90)(83) "Preliminary Determination" means an initial determination by the Corporation of the amount of Housing Credits outside the Allocation Authority needed from the Treasury to make a Tax-Exempt Bond-Financed Development financially feasible and viable.

(91)(84) "Preservation" means, with respect to a Competitive HC Development, Rehabilitation of existing developments receiving PBRA.

(92)(85) "Principal" means (i) ~~an Applicant~~, any general partner of an Applicant ~~or Developer~~, any limited partner of an Applicant ~~or Developer~~, any manager or member of an Applicant ~~or Developer~~, any officer, director or shareholder of an Applicant ~~or Developer~~, (ii) any officer, director, shareholder, manager, member, general partner or limited partner of any general partner and limited partner of an Applicant ~~or Developer~~, (iii) any officer, director, shareholder, manager, member, general partner or limited partner of any manager ~~or end~~ member of an Applicant ~~or Developer~~, and (iv) any officer, director, shareholder, manager, member, general partner or limited partner of any shareholder of an Applicant ~~or Developer~~.

(93)(86) "Progress Report" or "Form Q/M Report" means, with respect to a Housing Credit Development, a report format that is required to be completed and submitted to the Corporation pursuant to Rule 67-48.028, F.A.C., and is adopted and incorporated herein by reference, effective January 2007. A copy of such form is available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

(94)(87) "Project" or "Property" means Project as defined in Section 420.503, F.S.

(95)(88) "QAP" or "Qualified Allocation Plan" means, with respect to the HC Program, the 2009 2008 Qualified Allocation Plan which is adopted and incorporated herein by reference, effective upon approval by the Governor of the state of Florida, pursuant to Section 42(m)(1)(B) of the IRC and sets forth the selection criteria and the preferences of the Corporation for Developments which will receive Housing Credits. The QAP is available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References information and Links or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

(96)(89) "QCT" or "Qualified Census Tract" means any census tract which is designated by the Secretary of Housing and Urban Development as having either 50 percent or more of the households at an income which is less than 60 percent of the area median gross income, or a poverty rate of at least 25 percent, in accordance with Section 42(d)(5)(C) of the IRC.

(97)(90) "RD" or "Rural Development" means Rural Development Services (formerly the "Farmer's Home Administration" or "FmHA") of the United States Department of Agriculture.

(98)(91) "Received" as it relates to delivery of a document by a specified deadline means, unless otherwise indicated, delivery by hand, United States Postal Service or other courier service, in the office of the Corporation no later than 5:00 p.m., Eastern Time, on the deadline date.

(99)(92) "Rehabilitation" means, with respect to the HOME and Housing Credit Program(s), the alteration, improvement or modification of an existing structure where less than 50 percent of the proposed construction work consists of new construction, as further described in Rule 67-48.0075, F.A.C.

(100) "Related Application" means an Application submitted in the same Funding Cycle that shares one or more Principals or Affiliates of an Applicant or Developer common to any or all of the Principals or Affiliates of an Applicant or Developer in another Application in the same Funding Cycle. Notwithstanding the foregoing, an Application shall not be deemed to be related to another Application if the only Principal or Affiliate of an Applicant or Developer that it shares with such other Application is (i) a Public Housing Authority or an entity created under Section 421.08(8), F.S., or (ii) a Non-Profit as defined in Rule 67-48.002, F.A.C., that is receiving at least 25 percent of the total Developer fee.

(101)(93) "Review Committee" means a committee established pursuant to Sections 420.5087 and 420.5089, F.S.

(102)(94) "RRLP" or "RRLP Program" means the Rental Recovery Loan Program which was created pursuant to Section 3, Chapter 2005-92, and Section 31, Chapter 2006-69, L.O.F., to facilitate the allocation of RRLP loans.

(103)(95) "SAIL" or "SAIL Program" means the State Apartment Incentive Loan Program created pursuant to Sections 420.507(22) and 420.5087, F.S.

(104)(96) "SAIL Development" means a residential development comprised of one (1) or more residential buildings, each containing five (5) or more dwelling units and functionally related facilities, proposed to be constructed or substantially rehabilitated with SAIL funds for Eligible Persons.

(105)(97) "SAIL Minimum Set-Aside Requirement" means the least number of set-aside units in a SAIL Development which must be held for Very Low-Income persons or households pursuant to the category (i.e., Family, Elderly, Homeless, or Farmworker and Commercial Fishing Worker) under which the Application has been made, as further described in Rule 67-48.009, F.A.C.

(106)(98) "Scattered Sites" for a single Development means a Development consisting of real property in the same county (i) any part of which is not contiguous ("non-contiguous parts") or (ii) any part of which is divided by

a street or easement (“divided parts”) and (iii) it is readily apparent from the proximity of the non-contiguous parts or the divided parts of the real property, chain of title, or other information available to the Corporation that the non-contiguous parts or the divided parts of the real property are part of a common or related scheme of development.

(107)(99) “Section 8 Eligible” means a Family with an income which meets the income eligibility requirements of Section 8 of the United States Housing Act of 1937, which is adopted and incorporated herein by reference and available on the Corporation’s Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

(108)(100) “Single Room Occupancy” or “SRO” means housing, consisting of single room dwelling units, that is the primary residence of its occupant or occupants. An SRO does not include facilities for students.

(109) “Special Needs Household” means a household consisting of a Family that is considered to be Homeless, a survivor of Domestic Violence, a Person with a Disability, or Youth Aging Out of Foster Care. These households require initial, intermittent or on-going supportive services from one or more community based service providers to obtain and retain stable, adequate and safe housing in their communities.

(110) “Special Needs Household Referral Agency” means a participating organization that is included on the Special Needs Household Referral Agency Participation List, effective 1-12-09, incorporated by reference and available on the Corporation’s Website under the 2009 Universal Application link labeled Related References and Links.

(111)(101) “Sponsor” means Sponsor as defined in Section 420.503, F.S.

(112)(102) “State Office on Homelessness” means the office created within the Department of Children and Family Services under Section 420.622, F.S.

(113)(103) “Substantial Rehabilitation” means, with respect to the SAIL Program, to bring a Development back to its original state with added improvements, where the value of such repairs or improvements (excluding the costs of acquiring or moving a structure) exceeds 40 percent of the appraised as is value (excluding land) of such Development before repair and less than 50 percent of the proposed construction work consists of new construction. For purposes of this definition, the value of the repairs or improvements means the Development Cost. To be considered “Substantial Rehabilitation,” there must be at least the foundations remaining from the previous structures, suitable to support the proposed construction.

(114)(104) “Tax Exempt Bond-Financed Development” means a Development which has been financed by the issuance of tax-exempt bonds subject to applicable volume cap pursuant to Section 42(h)(4) of the IRC.

(115)(105) “Tie-Breaker Measurement Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on one of the Scattered Sites which comprise the Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. In addition, the Tie-Breaker Measurement Point must be located on the site with the most units if any of the Scattered Sites has more than four (4) units.

(116)(106) “Total Development Cost” means 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 the Corporation pursuant to this rule chapter, and as further described in Rule 67-48.0075, F.A.C.

(117)(107) “Treasury” means the United States Department of Treasury or other agency or instrumentality created or chartered by the United States to which the powers of the Department of Treasury have been transferred.

(118)(108) “Universal Cycle” means any Funding Cycle provided for in this or previous versions of this rule chapter.

(119)(109) “Urban In-Fill Development” means a Development (i) in a site or area that is targeted for in-fill housing or neighborhood revitalization by the local, county, state or federal government as evidenced by its inclusion in a HUD Empowerment/Enterprise Zone, a HUD-approved Neighborhood Revitalization Strategy, Florida Enterprise Zone, area designated under a Community Development Block Grant (CDBG), area designated as HOPE VI or Front Porch Florida Community, or a Community Redevelopment Area as described and defined in the Florida Community Redevelopment Act of 1969, or the proposed Development is located in a Qualified Census Tract and the development of which contributes to a concerted community revitalization plan, and (ii) in a site which is located in an area that is already developed and part of an incorporated area or existing urban service area.

(120)(110) “Very Low-Income” means:

(a) With respect to the SAIL Program,

1. If using tax-exempt bond financing for the first mortgage, income which meets the income eligibility requirements of Section 8 of the United States Housing Act of 1937, as in effect on the date of this rule chapter; or

2. If using taxable financing for the first mortgage, total annual gross household income which does not exceed 50 percent of the median income adjusted for family size, or 50 percent of the median income adjusted for family size for households within the metropolitan statistical area (MSA), within the county in which the Family resides, or within the state of Florida, whichever is greater; or

3. If used in a Development using Housing Credits, income which meets the income eligibility requirements of Section 42 of the IRC; or

(b) With respect to the HOME Program, income which does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for family size, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on a basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

~~(121)(411)~~ "Website" means the Florida Housing Finance Corporation's website, the Universal Resource Locator (URL) for which is www.floridahousing.org.

(122) "Youth Aging Out of Foster Care" means youth or young adults participating in independent living transition services pursuant to Section 409.1451, F.S., and meeting the eligibility requirements pursuant to Section 409.1451(2)(b), F.S.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087, 420.5089(2) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.002, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08.

67-48.004 Application and Selection Procedures for Developments.

(1) When submitting an Application, Applicants must utilize the Universal Application in effect at the Application Deadline.

(a) The Universal Application Package or UA1016 (Rev. ~~5-09 3-08~~) is adopted and incorporated herein by reference and consists of the forms and instructions, obtained from the Corporation, for a fee, at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or available, without charge, on the Corporation's Website under the ~~2009 2008~~ Universal Application link labeled Instructions and Application, which shall be completed and submitted to the Corporation in accordance with this rule chapter in order to apply for the ~~SAH, HOME, HC, or SAH~~ and HC Program(s).

(b) All Applications must be complete, legible and timely when submitted, except as described below. Corporation staff may not assist any Applicant by copying, collating, or adding documents to an Application nor shall any Applicant be permitted to use the Corporation's facilities or equipment for purposes of compiling or completing an Application.

(2) Failure to submit an Application completed in accordance with the Application instructions and these rules will result in the failure to meet threshold, rejection of the Application, a score less than the maximum available, or a combination of these results in accordance with the instructions in the Application and this rule chapter.

(3) Each submitted Application shall be evaluated and preliminarily scored using the factors specified in the Universal Application Package and these rules. Preliminary scores shall be transmitted to all Applicants.

(4) Applicants who wish to notify the Corporation of possible scoring errors relative to another Applicant's Application will be provided a time period for filing a written Notice of Possible Scoring Error (NOPSE). Such time period will be no fewer than three (3) must file with the Corporation, within eight (8) Calendar Days from of the date the preliminary scores are sent by overnight delivery by the Corporation, a written Notice of Possible Scoring Error (NOPSE). The deadline for filing a NOPSE will be provided at the time the preliminary scores are issued. Each NOPSE must specify the assigned Application number of the Applicant submitting the NOPSE, the assigned Application number of the Application in question and the scores in question, as well as describe the alleged deficiencies in detail. Each NOPSE is limited to the review of only one Application's score. Any NOPSE that seeks the review of more than one Application's score will be considered improperly filed and ineligible for review. There is no limit to the number of NOPSEs that may be submitted. The Corporation's staff will review each written NOPSE Received timely. To be considered Received timely, the Applicant must submit one (1) original hard copy and three (3) photocopies of each NOPSE. The Corporation will not consider any NOPSE submitted via facsimile or other electronic transmission.

(5) The Corporation shall transmit to each Applicant the NOPSEs submitted by other Applicants with regard to its Application. The notice shall also include the Corporation's decision regarding the NOPSE, along with any other items identified by the Corporation to be addressed by the Applicant, which may include financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation as of the due date for NOPSE filing as set forth in subsection (4) above.

(6) ~~Within 11 Calendar Days of the date the notice set forth in subsection (5) above is sent by overnight delivery by the Corporation, Each Applicant shall be allowed to cure its Application by submitting additional documentation, revised pages and such other information as the Applicant deems appropriate ("cures") to address the issues raised pursuant to subsections (3) and (5) above that could result in failure to meet threshold or a score less than the maximum available. The time period for submitting the "cures" will be no fewer than three (3) Calendar Days from the date the notice set forth in subsection (5) above is sent by overnight delivery by the Corporation. Such notice will provide the deadline for submitting the "cures."~~ A new form, page or exhibit provided to the Corporation during this period shall be considered a replacement of that form, page or exhibit if such form, page or

exhibit was previously submitted in the Applicant's Application. Pages of the Application that are not revised or otherwise changed may not be resubmitted, except that documents executed by third parties must be submitted in their entirety, including all attachments and exhibits referenced therein, even if only a portion of the original document was revised. Where revised or additional information submitted by the Applicant creates an inconsistency with another item in that Application, the Applicant shall also be required in its submittal to make such other changes as necessary to keep the Application consistent as revised. To be considered by the Corporation, the Applicant must submit one (1) original hard copy and three (3) photocopies of all additional documentation and revisions, and such revisions, changes and other information must be Received by the deadline set forth herein. Any subsequent revision submitted prior to the deadline shall include a written request from the Applicant for withdrawal of any previously submitted revision(s).

~~(7) Within seven (7) Calendar Days of the deadline for receipt by the Corporation of the documentation set forth in subsection (6) above, All Applicants may submit to the Corporation a Notice of Alleged Deficiencies (NOAD) in any other Application. The time period for submitting each NOAD will be no fewer than three (3) Calendar Days from the deadline for receipt by the Corporation of the documentation set forth in subsection (6) above. The notice set forth in subsection (5) above will provide the deadline for submitting the NOAD. Each NOAD is limited only to issues created by document revisions, additions, or both, by the Applicant submitting the Application pursuant to subsection (6) above. Each NOAD must specify the assigned Application number of the Applicant submitting the NOAD, the assigned Application number of the Application in question, the pages and the documents in question, as well as describe the alleged deficiencies in detail. Each NOAD is limited to the review of only one Applicant's submission. However, there is no limit to the number of NOADs which may be submitted. NOADs which seek the review of more than one Applicant's submission will be considered improperly filed and ineligible for review. The Corporation will only review each written NOAD Received timely. To be considered Received timely, the Applicant must submit one (1) original hard copy and three (3) photocopies of each NOAD. The Corporation will not consider any NOAD submitted via facsimile or other electronic transmission.~~

(8) The Corporation shall transmit a copy of all NOADs to the affected Applicant.

(9) Following the receipt and review by the Corporation of the documentation described in subsections (5), (6) and (7) above, the Corporation shall then prepare final scores. In determining such final scores, no Application shall fail threshold or receive a point reduction as a result of any issues not previously identified in the notices described in subsections

(3), (4) and (5) above. However, inconsistencies created by the Applicant as a result of information provided pursuant to subsections (6) and (7) above will still be justification for rejection of the Application, threshold failure, or reduction of points, as appropriate. Notwithstanding the foregoing, any deficiencies in the mandatory elements set forth in subsection (14) below can be identified at any time prior to sending the final scores to Applicants and will result in rejection of the Application. The Corporation shall then transmit final scores to all Applicants.

(10) The availability of any remaining funds or Allocation Authority shall be noticed or offered to a Development as approved by the Board of Directors. With respect to the HC Program, in the event there remains Allocation Authority after the Corporation has exhausted its waiting list of Applications during a Funding Cycle and time requirements preclude an Application Period and notice thereof, the Corporation shall allocate any unused Allocation Authority to any eligible Development meeting the requirements of Section 42 of the IRC and in accordance with the Qualified Allocation Plan.

(11) Except for Local Government-issued Tax-Exempt Bond-Financed Developments that submit a separate Application for non-competitive Housing Credits, Applications shall be limited to one submission per subject property. Two or more Applications, submitted in the same Funding Cycle, that have the same demographic commitment and one or more of the same Financial Beneficiaries, will be considered submissions for the same Development if any of the following is true: (i) any part of any of the property sites is contiguous with any part of any of the other property sites, or (ii) any of the property sites are divided by a street or easement, or (iii) it is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development. If two or more Applications are considered to be submissions for the same Development, the Corporation will reject all such Applications except the Application with the highest (worst) lottery number. The Application(s) with the lowest lottery number(s) will still be rejected even if the Applicant withdraws the Application with the highest (worst) lottery number.

(12) If the Board determines that any Applicant or any Affiliate of an Applicant:

- (a) Has engaged in fraudulent actions;
- (b) Has materially misrepresented information to the Corporation regarding any past or present Application or Development;
- (c) Has been convicted of fraud, theft or misappropriation of funds;
- (d) Has been excluded from federal or Florida procurement programs; or
- (e) Has been convicted of a felony;

~~And that such action substantially increases the likelihood that the Applicant will not be able to produce quality affordable housing; [t]he Applicant and any of the Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin from the date the Board makes such determination. Such determination shall be either pursuant to a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S., or as a result of a finding by a court of competent jurisdiction.~~

(13) The Corporation shall reject an Application if, following the submission of the additional documentation, revised pages and other information as the Applicant deems appropriate as described in subsection (6) above:

(a) The Development is inconsistent with the purposes of the SAIL, HOME, or HC Program(s) or does not conform to the Application requirements specified in this rule chapter;

(b) The Applicant fails to achieve the threshold requirements as detailed in these rules, the applicable Application, and Application instructions;

(c) The Applicant fails to file all applicable Application pages and exhibits which are provided by the Corporation and adopted under this rule chapter;

(d) The Applicant fails to satisfy any arrearages described in subsection (5) above. For purposes of the SAIL and HOME Programs, this rule subsection does not include permissible deferral of SAIL or HOME interest.

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

(a) Name of Applicant; notwithstanding the foregoing, the name of the Applicant may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting;

(b) Identity of each Developer, including all co-Developers; notwithstanding the foregoing, the identity of the Developer(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting;

(c) Program(s) applied for;

(d) Applicant applying as a Non-Profit or for-profit organization;

(e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for

the Development may be increased or decreased, provided the Tie Breaker Measurement Point is on the site and the total proximity points awarded during scoring are not reduced;

(f) Development Category;

(g) Development Type;

(h) Designation selection;

(i) Total number of units; notwithstanding the foregoing, for the SAIL and HC Programs the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;

(j) With regard to the SAIL and HC Programs, the ELI Set-Aside commitment on the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application;

(k) With regard to the SAIL and HC Programs, the Total Set-Aside Percentage as stated in the last row of the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. With regard to the HOME Program, the Total Set-Aside Percentage as stated in the Set-Aside Commitment section of the Application, unless the change results from the revision allowed under paragraph (m) below;

(l) CHDO election for the HOME Program;

(m) Funding Request (except for Taxable Bonds) amount; notwithstanding the foregoing, requested amounts can be changed only as follows:

1. Reduced by the Applicant to reflect the maximum request amount allowed in those instances where an Applicant requested more than its request limit, or

2. When the county in which the Development is located is newly designated by HUD as a Difficult Development Area (DDA) after the Application Deadline but prior to the end of the cure period outlined in Rule 67-48.004, F.A.C.: (i) an Applicant, who has not failed threshold for exceeding its Competitive HC request limit, may increase its Competitive HC request by an amount equaling 30 percent, rounded to whole dollars, of the remainder of the Applicant's initial request amount, or (ii) an Applicant, that failed threshold during preliminary scoring for requesting more than its Competitive HC request limit because the Development was not then designated as being in a DDA, may increase its Competitive HC request amount to the maximum allowable amount for the Development.

(n) Submission of one original hard copy with the required number of photocopies of the Application by the Application Deadline;

(o) Payment of the required Application fee by the Application Deadline;

(p) The Application labeled "Original Hard Copy" must include a properly completed Applicant Certification and Acknowledgement form reflecting an original signature.

All other items may be submitted as cures pursuant to subsection (6) above.

With regard to paragraphs (a) and (b) above, the Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested change.

(15) A Development will be withdrawn from funding and any outstanding commitments for funds or HC will be reseeded if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application, and the changes made are prejudicial to the Development or to the market to be served by the Development.

(16) If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with Section 42 of the IRC, Title 67, F.A.C. this rule chapter, or applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs for the subsequent cycle and continuing until such time as all of their existing Developments participating in any Corporation programs are in compliance.

(17) With respect to the SAIL, HOME and HC Program Applications, when two or more Applications receive the same numerical score, the Applications will be ranked as outlined in the Application instructions.

(18) At no time during the Application, scoring and appeal process may Applicants or their representatives contact Board members concerning their own Development or any other Applicant's Development. At no time from the Application Deadline until the issuance of the final scores as set forth in subsection (9) above, may Applicants or their representatives verbally contact Corporation staff concerning their own Application or any other Applicant's Application. If an Applicant or its representative does contact a Board member in violation of this section, the Board shall, upon a determination that such contact was deliberate, disqualify such Applicant's Application.

(19) Applicants may withdraw an Application from consideration only by submitting a written notice of withdrawal to the Corporation Clerk. Applicants may not rescind any notice of withdrawal that was submitted to the Corporation Clerk. For ranking purposes, the Corporation shall

disregard any withdrawal that is submitted after 5:00 p.m., Eastern Time, 14 Calendar Days prior to the date the Board is scheduled to convene to consider approval of the final ranking of the Applications and such Application shall be included in the ranking as if no notice of withdrawal had been submitted. After the Board has approved the final ranking, any notice of withdrawal submitted during the time period prohibited above and before the Board approves the final ranking, shall be deemed withdrawn immediately after Board approval of the final ranking. If an Applicant has applied for or been awarded funding from two or more programs, the withdrawal by the Applicant from any one program will be deemed by the Corporation to be a withdrawal of the Application from all programs.

(20) The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

(21) If an Applicant or any Affiliate of an Applicant has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution and this is discovered prior to Board approval of the final ranking, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Affiliate of the Applicant. If discovered after the Board approves final ranking, any tentative funding or allocation for the Application and any other Application submitted in the same cycle by the same Applicant and any Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin the date the Board issues a final order on such matter, in a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S.

Rulemaking Specific Authority 420.507, 420.507(22)(f) FS. Law Implemented 420.5087, 420.5087(6)(c), 420.5089, 420.5089(6), 420.5099, 420.5099(2) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.004, Amended 4-7-98, 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-48.005 Applicant Administrative Appeal Procedures.

(1) At the conclusion of the review and scoring process established by Rule 67-48.004, F.A.C., each Applicant will be provided with its final score and notice of rights, which shall constitute the point of entry to contest any issue related to the Applicant's Application for the SAIL Program, the HOME Program or the HC Program.

(2) Each Applicant that wishes to contest its final score must file a petition with the Corporation within 21 Calendar Days after the date the Applicant receives its notice of rights. The petition must conform to subsection 28-106.201(2) or 28-106.301(2), and subsection 67-52.002(3), F.A.C., and specify in detail each issue and score sought to be challenged. If the petition does not raise a disputed issue of material fact, the challenge will be conducted pursuant to Section 120.57(2), F.S. If the petition raises one or more disputed issues of material fact, a formal administrative hearing will be conducted pursuant to Section 120.57(1), F.S. At the conclusion of any administrative hearing, a recommended order shall be entered by the designated hearing officer which will then be considered by the Board.

(3) Any Applicant who wishes to challenge the findings and conclusions of the recommended order entered pursuant to a Section 120.57(2), F.S., proceeding concerning its own Application shall be allowed the opportunity to submit written arguments to the Board. Any written argument should be typed and double-spaced with margins no less than one inch in either Times New Roman 14-point or Courier New 12-point font and may not exceed five (5) pages, excluding the caption and certificate of service. Written arguments must be filed with Florida Housing Finance Corporation's Clerk at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, no later than 5:00 p.m., Eastern Time, no later than five (5) Calendar Days from the date of issuance of the recommended order. Failure to timely file a written argument shall constitute a waiver of the right to have a written argument considered by the Board. Parties will not be permitted to make oral presentations to the Board in response to recommended orders.

(4) Following the entry of final orders in all petitions filed pursuant to Section 120.57(2), F.S., and in accordance with the prioritization of the QAP and Rule Chapter 67-48, F.A.C., the Corporation shall issue final rankings. For an Applicant that filed a petition pursuant to Section 120.57(1), F.S., which challenged the scoring of its own Application but has not had a final order entered as of the date the final rankings are approved by the Board, the Corporation shall, if any such Applicant ultimately obtains a final order that modifies the score so that its Application would have been in the funding range of the applicable final ranking had it been entered prior to the date the final rankings were presented to the Board, provide the requested funding, allocation, or both, from the next available funding, allocation, or both, whether in the current year or a subsequent year. ~~For HC, if the final order is executed on or before the Corporation issues the current year's final scores, the funding, allocation, or both, will come from the current year or, if the final order is executed after the Corporation issues the current year's final scores, the funding, allocation, or both, will come from the subsequent year.~~ Funding refers to SAIL or HOME and allocation refers to HC. Nothing contained herein shall affect any applicable credit underwriting requirements.

(5) Each Applicant will be provided with a final ranking of all Applications and notice of rights, which shall constitute the point of entry to contest any ranking or scoring issue related to any other Applications for the SAIL Program, the HOME Program or the HC Program. An Applicant that wishes to contest the final ranking or score of another Applicant may do so only if:

(a) The competing Applicant files a petition on or before the 21st Calendar Day after the receipt of the notice of rights pursuant to this subsection (5). The petition must conform to subsection 28-106.201(2) or 28-106.301(2), and subsection 67-52.002(3), F.A.C., and specify in detail each issue, score or ranking sought to be challenged.

(b) For any Application cycle closing after January 1, 2002, if the contested issue involves an error in scoring, the contested issue must (i) be one that could not have been cured pursuant to subsection 67-48.004(14), F.A.C., or (ii) be one that could have been cured, if the ability to cure was not solely within the Applicant's control. The contested issue cannot be one that was both curable and within the Applicant's sole control to cure. With regard to curable issues, a petitioner must prove that the contested issue was not feasibly curable within the time allowed for cures in subsection 67-48.004(6), F.A.C.

(c) The competing Applicant alleges facts in its petition sufficient to demonstrate that, but for the specifically identified threshold, scoring or ranking errors in the challenged Application, its Application would have been in the funding range at the time the Corporation provided the Applicant with its final ranking.

(d) If the petition does not raise a disputed issue of material fact, the appeal will be conducted pursuant to Section 120.57(2), F.S. If the petition raises one or more disputed issues of material fact, a formal administrative hearing will be conducted pursuant to Section 120.57(1), F.S. At the conclusion of any administrative hearing, a recommended order shall be entered which will then be considered by the Board.

(6) Any Applicant who wishes to challenge the findings and conclusions of the recommended order entered pursuant to a Section 120.57(2), F.S., proceeding as described in subsection (5) above concerning the final ranking of another Application, shall be allowed the opportunity to submit written arguments to the Board. Any written arguments should be typed and double-spaced with margins no less than one inch in either Times New Roman 14-point or Courier New 12-point font and may not exceed five (5) pages, excluding the caption and certificate of service. Written arguments must be filed with Florida Housing Finance Corporation's Clerk at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, no later than 5:00 p.m., Eastern Time, no later than five (5) Calendar Days from the date of issuance of the recommended order. Failure to timely file a written argument shall constitute

a waiver of the right to have a written argument considered by the Board. Parties will not be permitted to make oral presentations to the Board in response to recommended orders.

(7) For those Applicants that have filed a petition pursuant to subsection (5) above, the Corporation shall, if any such Applicant ultimately obtains a final order that demonstrates that its Application would have been in the funding range of the applicable final ranking, provide the requested funding, allocation, or both from the next available funding, allocation, or both, whether in the current year or a subsequent year. ~~For HC, if the final order is executed on or before the Corporation issues the current year's final scores, the funding, allocation, or both, will come from the current year or, if the final order is executed after the Corporation issues the current year's final scores, the funding, allocation, or both, will come from the subsequent year.~~ Funding refers to SAIL or HOME and allocation refers to HC. Nothing contained herein shall affect any applicable credit underwriting requirements. The filing of a petition pursuant to subsection (5) above shall not stay the Corporation's provision of funding to Applicants per the final rankings referenced in subsection (4) above.

Rulemaking Specific Authority 420.507 FS. Law Implemented 120.569, 120.57, 420.5087, 420.5089, 420.5099 FS. History--New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 91-48.005, Amended 4-7-98, 11-9-98, 2-24-00, 2-22-01, 3-17-02, 10-8-02, 12-4-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-48.007 Fees.

The Corporation, the Credit Underwriter or the environmental provider shall collect via check or money order the following fees and charges in conjunction with the SAIL, HOME and/or HC Programs, as outlined in the Universal Application instructions:

- (1) Universal Application Package fee, if applicable.
- (2) Application fee.
- (3) Credit Underwriting fees.
- (4) Administrative fees.
- (5) Commitment fees.
- (6) Compliance monitoring fees.
- (7) Loan servicing fees.
- (8) Construction inspection fees.
- (9) Financial monitoring fees.
- (10) Tax-exempt mortgage financing fees.
- (11) HUD environmental fees.
- (12) Qualified Contract Package fees.
- (13) Assumption/Renegotiation fees.
- (14) Loan closing extension fees.
- (15) Processing fees.

All of the fees set forth above with respect to the SAIL Program are part of Development Cost and can be included in the Development Cost pro forma and paid with SAIL loan

proceeds. Failure to pay any fee shall cause the firm loan commitment under any program to be terminated or shall constitute a default on the respective loan documents.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087, 420.5099 FS. History--New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 91-48.007, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08, Amended _____.

67-48.0072 Credit Underwriting and Loan Procedures.

The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended SAIL or HOME loan amount, Housing Credit allocation amount or a combined SAIL loan amount and Housing Credit Allocation amount, if any. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of Rule Chapter 67-48, F.A.C.

(1) Within 10 business days ~~After~~ the final rankings are approved by the Board, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.

(2) For SAIL and HOME Applicants ~~and Applicants eligible for a supplemental loan,~~ the invitation to enter credit underwriting constitutes a preliminary commitment.

(3) A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the letter of invitation.

(4) If the credit underwriting invitation is accepted:

(a) The Applicant shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the letter of invitation. In addition, SAIL Applicants shall submit the administrative fee to the Corporation within seven (7) Calendar Days of the date of the letter of invitation.

(b) Failure to submit the required credit underwriting fee or SAIL administrative fee, if applicable, by the specified deadline shall result in withdrawal of the invitation and issuance of an invitation to the next eligible Applicant as outlined in the Universal Application instructions. For HOME Applicants that apply and qualify as a Non-Profit entity, the Corporation shall bear the cost of the credit underwriting review and environmental review. However, if the HOME commitment is canceled for failure to adhere to rule deadlines or for reasons within the Applicant's control, the Development

will be responsible for reimbursing the Corporation for fees incurred for credit underwriting and environmental review processing.

(c) For SAIL and HOME Applicants ~~and Applicants eligible for a supplemental loan~~, the loan(s) must close on or before October 15, 2010 ~~within 14 months of the issuance of the preliminary commitment~~. Applicants may request one (1) extension of up to 12 ~~10~~ months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of 1 percent of each loan amount if the Board approves the request to extend the commitment beyond October 15, 2010 ~~the initial 14 month period~~. In the event the loan does not close by October 15, 2011 ~~within 24 months of the issuance of the preliminary commitment~~, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be debilitated.

(5) The Credit Underwriter shall verify all information in the Application, including information relative to the Applicant, Developer, Housing Credit Syndicator, General Contractor, and, if an ALF, the service provider(s), as well as other members of the Development team.

(6) If an Applicant or Developer or Housing Credit Syndicator or any Financial Beneficiary of an Applicant or Developer has been a party of any Development which has been or is in the process of being foreclosed upon or is in arrears to the Corporation or any agent or assignee of the Corporation, the Credit Underwriter will consider this and other past performance issues in determining whether or not to provide a positive recommendation.

(7) The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.

(8) The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.

(9) If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.

(10) A full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and product type not later

than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the proposed property's financial feasibility. Appraisals which have been ordered and submitted by third party credit enhancers, first mortgagors or Housing Credit Syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. The Credit Underwriter shall consider the market study, the Development's financial impact on Developments in the area previously funded by the Corporation, and other documentation when making its recommendation of whether to approve or disapprove a SAIL or HOME loan, a Housing Credit Allocation, or a combined SAIL loan and Housing Credit Allocation; or a Housing Credit Allocation and HOME supplemental loan. The Credit Underwriter must review and determine whether there will be a negative impact to Guarantee Fund Developments within the primary market area or five (5) miles of the proposed Development, whichever is greater. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application. For the Credit Underwriter to make a favorable recommendation, the submarket of the proposed Development must have an average occupancy rate of 90 percent or greater.

(11) The proposed Development must demonstrate, based on current rates, that it can meet minimum 1.10 debt service coverage (DSC) requirements with all first and second mortgages for Housing Credits. For HOME Applications, the minimum debt service coverage shall be 1.10 for the HOME loan, including all superior mortgages. For SAIL Applications, the minimum debt service coverage shall be 1.10 for the SAIL loan, including all superior mortgages. However, if the Applicant defers at least 35 percent of its developer fee for at least six (6) months following construction completion, the minimum debt service coverage shall be 1.00 for the SAIL loan, including all superior mortgages. For SAIL and HOME Applications, the maximum debt service coverage shall be 1.50 for the SAIL or HOME loan, including all superior mortgages. In extenuating circumstances, such as when the Development has deep or short term subsidy, the debt service coverage may exceed 1.50 if the Credit Underwriter's favorable recommendation is supported by the projected cash flow analysis. Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) are not required to meet the debt service coverage standards if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the first and second mortgages.

(12) The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price or stipulated sum construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction or a physical needs assessment for Rehabilitation or Substantial Rehabilitation and review the Development's costs.

(13) In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$250 per unit must be used for all Developments. However, the amount may be increased based on a physical needs assessment. An Applicant may choose to fund a portion of the replacement reserves at closing. The amount cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow at closing.

(14) For SAIL, HOME, and HC Applications, the underwriters may request additional information, but at a minimum for SAIL and HOME, the following will be required during the underwriting process:

(a) For credit enhancers, audited financial statements for their most recent fiscal year ended, if published; otherwise the previous year's audited statements will be provided until the current statements are published or credit underwriting is complete. The audited statements may be waived if the credit enhancer is rated at least "A-" by Moody's, Standard and Poor's or Fitch.

(b) For the Applicant, general partner(s), and guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter in accordance with Part III, Sections 604 through 607, of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective November 6, 2003, which is incorporated by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links, and the two most recent years' tax returns. If the entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules.

(c) For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and

deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.

(15) The Credit Underwriter shall consider the following when determining the need for construction completion guarantees:

(a) Liquidity of the guarantor.

(b) Developer and General Contractor's history in successfully completing Developments of similar nature.

(c) Problems encountered previously with Developer or contractor.

(d) Exposure of Corporation funds compared to Total Development Cost.

At a minimum, the Credit Underwriter shall require a personal guarantee for completion of construction from the principal individual or the corporate general partner of the borrowing entity. In addition, a letter of credit or payment and performance bond whose terms do not adversely affect the Corporation's interest will be required if the Credit Underwriter determines after evaluation of paragraphs (a)-(d) in this subsection that additional surety is needed. However, a completion guarantee will not be required if SAIL funds are not drawn until evidence of lien free completion is provided.

(16) For all Developments, the Developer fee and General Contractor's fee shall be limited to:

(a) The Developer fee shall be limited to 16 percent of Development Cost, with the following exceptions:

1. A Developer fee of 18 percent of Development Cost shall be allowed if the proposed Development is qualified for Housing Credits pursuant to Rule 67-48.027, F.A.C., pertaining to Tax-Exempt Bond-Financed Developments; and

2. A Developer fee of 21 percent of Development Cost shall be allowed if the proposed Development is qualified for Competitive Housing Credits with a demographic commitment of Homeless; however, an amount equal to the difference between the Developer fee and an amount equal to 16 percent of Development Cost must be placed in an operating subsidy reserve account to be held by the Corporation or its servicer. Any disbursements from said operating subsidy reserve account shall be reviewed and approved by the Corporation or its servicer. Upon the expiration of the Compliance Period, any remaining balance may be drawn to pay down any outstanding SAIL or HOME debt on the proposed Development or such other Corporation loan debt on the proposed Development. If there is no Corporation loan debt on the proposed Development at the end of the Compliance Period, then any remaining balance in said operating subsidy reserve account shall be placed in a replacement reserve account for the

proposed Development. In no event shall the remaining balance in said operating subsidy reserve account be paid to the Developer.

(b) The General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction cost.

(17) The General Contractor must meet the following conditions:

(a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;

(b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;

(c) Secure building permits, issued in the name of the General Contractor;

(d) Secure a payment and performance bond whose terms do not adversely affect the Corporation's interest (or approved alternate security for General Contractor's performance, such as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;

(e) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted; and

(f) Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity unless otherwise approved by the Board for a specific Development.

(18) For SAIL and HOME Applications, the Credit Underwriter shall require an operating deficit guarantee, to be released upon achievement of an average 1.15 debt service coverage for a minimum of 12 ~~six~~ (6) consecutive months for the combined permanent first mortgage and SAIL or HOME loan. An operating deficit guarantee, to be released upon achievement of 1.00 debt service coverage for a minimum of six (6) consecutive months for the combined permanent first mortgage and SAIL or HOME loan will be required for Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the SAIL or HOME loan and all superior mortgages.

(19) Contingency reserves which total no more than 5 percent of hard and soft costs for new construction and no more than 15 percent of hard and soft costs for Rehabilitation or Substantial Rehabilitation may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves shall not be paid from SAIL or HOME funds.

(20) The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.

(21) All Applicants must provide the items required by the Credit Underwriter within 10 months of the Applicant's acceptance to enter credit underwriting. For HC Developments, all preliminary items required for the Credit Underwriter's preliminary HC allocation recommendation must be provided to the Credit Underwriter within 21 Calendar Days of the date of the invitation to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to submit the required credit underwriting information by the specified deadline(s) shall result in withdrawal of the preliminary commitment or, ~~if applicable,~~ or both, as applicable, and the funds will be distributed as outlined in the Universal Application instructions. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension.

(22) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the HC invitation to enter credit underwriting, or both, as applicable, and the funds will be distributed as outlined in the Universal Application instructions. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension ~~rejection of the Application. If the Application is rejected, the Corporation will select additional Application(s) as outlined in the Universal Application instructions.~~

(23) The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of

receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.

(24) For SAIL and HOME Applications ~~and HC Applications eligible for a supplemental loan~~, the Credit Underwriter's loan recommendations will be sent to the Board for approval.

(25) After approval of the Credit Underwriter's recommendation for funding by the Board, the Corporation shall issue a firm loan commitment.

(26) For SAIL and HOME Applications ~~and HC Applications eligible for a supplemental loan~~, these loans and other mortgage loans related to the construction of the Development must close within 60 Calendar Days of the date of the firm loan commitment(s) unless an extension is approved by the Board. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. ~~For SAIL and HOME Applications, the Corporation shall charge an extension fee of one-half of one percent of the SAIL or HOME loan amount if the Board approves the request to extend the SAIL or HOME commitment beyond the period outlined in this rule chapter.~~

(27) At least five (5) Calendar Days prior to any loan closing:

(a) The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel, and

(b) The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.

(28) For Housing Credit Applications, the Credit Underwriter shall use the following procedures during the credit underwriting evaluation:

(a) The Credit Underwriter, in determining the amount of Housing Credits a Development is eligible for when using the qualified basis calculation, shall use a Housing Credit percentage of:

1. Thirty (30) basis points over the percentage as of the date of invitation to credit underwriting up to 9 percent for 9 percent credits for new construction and Rehabilitation Developments;

2. Fifteen (15) basis points over the percentage as of the date of invitation to credit underwriting up to 4 percent for 4 percent credits for acquisition and federally subsidized Developments. A percentage of 15 basis points over the

percentage as of the date of invitation to final credit underwriting up to 4 percent will be used for Developments receiving tax-exempt bonds.

(b) Costs such as syndication fees and brokerage fees cannot be included in eligible basis. All consulting fees must be paid out of the Developer fee. Consulting fees cannot cause the Developer fee to exceed the maximum allowable fee as set forth in subsection 67-48.0072(16), F.A.C.

(c) All contracts for hard or soft Development Costs must be itemized for each cost component.

(d) The allocation amount for acquisition Housing Credits shall be limited to the lesser of the sale price or the appraised value of the building(s).

(e) If the Credit Underwriter is to recommend a Competitive Housing Credit allocation, the recommendation will be the lesser of (i) the qualified basis calculation result, (ii) the gap calculation result, or (iii) the Applicant's request amount. In the event the Credit Underwriter is making a recommendation for non-competitive Housing Credits, the recommendation will be the lesser of the qualified basis calculation result or the gap calculation result.

(29) If the Credit Underwriter recommends that Housing Credits be allocated to the Development, the Corporation shall determine the credit amount, if any, necessary to make the Development financially feasible and viable throughout the Housing Credit Extended Use Period and shall issue a Preliminary Allocation certificate or a Preliminary Determination of Housing Credits in the case of Tax-Exempt Bond-Financed Developments. If the Credit Underwriter recommends that no credits be allocated to the Development and the Executive Director accepts the recommendation, the Applicant shall be notified that no Housing Credits will be allocated to the Development. No Preliminary Allocation certificate shall be issued on an RD (formerly FmHA) Development which competed for Housing Credits within the RD set-aside and has not received an Obligation of Funding (Form RD 3560-51, Rev. 02-05), an Assumption Agreement (Form RD 3560-21, Rev. 02-05), a Reamortization Agreement (Form RD 3560-16, Rev. 02-05), or a combination of these RD forms by ~~November~~ ~~October~~ 1st of the year the Applicant is invited into credit underwriting. The RD Forms 3560-51, 3560-21 and 3560-16 are adopted and incorporated herein by reference and available on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled ~~Related References Information and Links~~. All contingencies required in the Preliminary Allocation shall be met or satisfied by the Applicant within 45 Calendar Days from the date of issuance or as otherwise indicated on the certificate unless an extension of this deadline is requested in writing by the Applicant and is granted by the Corporation in writing for good cause.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087, 420.5089, 420.5099 FS. History—New 2-7-05, Amended 1-29-06, 4-1-07, 3-30-08.

67-48.0075 Miscellaneous Criteria.

(1) In addition to the alteration, improvement or modification of an existing structure, Rehabilitation with respect to the HOME Program and Rehabilitation or Preservation with respect to the Housing Credit Program also includes:

(a) For HOME Developments, moving an existing structure to a foundation constructed with HOME funds. Rehabilitation may include adding rooms outside the existing walls of a structure, but adding a housing unit is considered new construction.

(b) For Housing Credit Developments, what is stated in Section 42(e) of the IRC, with the exception of Section 42(e)(3)(A)(ii)(II), which, for the purposes of Competitive HC, is changed to read: "II. The requirement of this subclause is met if the qualified basis attributable to such amount, when divided by the number of low-income units, in the building, is \$20,000 or more," and, for the purposes of all other HC, is changed to read: "II. The requirement of this subclause is met if the qualified basis attributable to such amount, when divided by the number of low-income units, in the building, is \$10,000 or more."

(2) For purposes of this rule chapter, in accordance with Section 42 of the IRC, a for-profit entity wholly owned by one or more qualified non-profit organizations will constitute a Non-Profit entity. The purpose of the Non-Profit must be, in part, to foster low-income housing and such purpose must be reflected in the Articles of Incorporation of the Non-Profit entity. To evidence its qualification as a Non-Profit entity, the Applicant must provide within its Application a written opinion from legal counsel. The total cost of securing this written legal opinion will be borne entirely by the Applicant. A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total affordability period as stated in the Land Use Restriction Agreement and the Extended Use Agreement. If an Applicant applies to the Corporation as a Non-Profit entity but does not qualify as such, the Application will fail threshold.

(3) Total Development Cost includes the following:

(a) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties.

(b) The cost of site preparation, demolition, and development.

(c) Any expenses relating to the issuance of tax-exempt bonds or taxable bonds, if any, related to the particular Development.

(d) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer fee, and the Corporation.

(e) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development.

(f) The cost of the construction, rehabilitation, and equipping of the Development.

(g) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services. However, offsite improvements are not eligible to be paid with HOME funds.

(b) Expenses in connection with initial occupancy of the Development.

(i) Allowances for contingency reserves and reserves for any anticipated operating deficits during the first two (2) years after completion of the Development.

(j) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of trustees, depositories, and paying agents for the Corporation's bonds, for the construction or Rehabilitation/Substantial Rehabilitation of the Development.

(4) In determining the income standards of Eligible Persons for its various programs, the Corporation shall take into account the following factors:

(a) Requirements mandated by federal law.

(b) Variations in circumstances in the different areas of the state.

(c) Whether the determination is for rental housing.

(d) The need for family size adjustments to accomplish the purposes set forth in this rule chapter.

With respect to the HC Program, an Eligible Person shall mean a Family having a combined income which meets the income eligibility requirements of the HC Program and Section 42 of the IRC.

(5) Financial Beneficiary and Affiliate, as defined in Rule 67-48.002, F.A.C., ~~do does~~ not include third party lenders, third party management agents or companies, third party service providers, Housing Credit Syndicators, credit enhancers ~~who are~~ regulated by a state or federal agency, and ~~who do not share in the profits of the Development~~ or contractors whose total fees are within the limit described in Rule 67-48.0072, F.A.C., provided such parties do not share in the profits of the Development.

(6) For computing any period of time allowed by this rule chapter, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday,

Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

(7) Supplemental loans will be subject to the credit underwriting provisions outlined in Rule 67-48.0072, F.A.C., and the loan provisions outlined below:

(a) The terms and conditions of the supplemental loan shall be as follows:

1. The supplemental loan shall be (i) based on each ELI Set-Aside unit above the minimum ELI Set-Aside threshold requirement in the Universal Application instructions; and (ii) non-amortizing at 0 percent simple interest per annum over the life of the loan, with the principal forgivable provided the units for which the supplemental loan amount is awarded are targeted to ELI Households for at least 15 years.

2. Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

3. The supplemental loan shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.

4. The Corporation shall monitor compliance of all terms and conditions of the supplemental loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the supplemental loan shall constitute a default during the term of the supplemental loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for ELI Households is discovered during the course of compliance monitoring or by any other means.

5. The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part V, Section 106 of the Fannie Mae DUS Guide, effective August 10, 2006, which is adopted and incorporated herein by reference and available on the Corporation's Website under the 2008 Universal Application link labeled Related Information and Links.

6. All supplemental loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100, which is adopted and incorporated herein by reference, and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which is adopted and incorporated herein by reference. These provisions are available on the Corporation's

Website under the 2008 Universal Application link labeled Related Information and Links. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.

7. Rent controls for the ELI Set-Aside units for which the supplemental loan is issued shall be restricted at the level applicable for federal Housing Credits.

8. The documents creating, evidencing or securing each supplemental loan must provide that any violation of the terms and conditions described in Rule Chapter 67-48, F.A.C., constitutes a default under the supplemental loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.

(b) The supplemental loan shall be assumable upon sale or transfer of the Development if the following conditions are met:

1. The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;

2. The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the supplemental loan for the period originally specified or longer; and

3. The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in the Universal Application instructions.

(c) Supplemental loan construction disbursements and permanent loan servicing shall be based on the following:

1. Supplemental loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the supplemental loan to the Total Development Cost, unless approved by the Credit Underwriter.

2. Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.

3. The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance

coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation.

~~4. The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.~~

~~5. The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if~~

~~a. The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or~~

~~b. The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.~~

~~6. The servicer may request submission of revised construction budgets.~~

~~7. Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.~~

~~8. Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the supplemental loan agreement.~~

~~(1)(8)~~ For purposes of this rule chapter, rent controls for ELI Households shall consist of the Gross Rent Floor, as defined in Section 42(g)(2)(A) of the IRC and in accordance with IRS Revenue Procedure 94-57, minus the lesser of (i) the utility allowance in effect by the applicable local Public Housing Authority (PHA) at the date the last building in the Development is placed-in-service or (ii) the current utility allowance applicable to the building (as outlined in 26 CFR 1.42-10, this may include either the local utility company estimate or the applicable PHA utility allowance). Notwithstanding the preceding sentence, the rent charged to any ELI Household may not exceed the maximum rent level permitted under Section 42(g)(2)(A) IRC for the applicable unit occupied by such household. IRS Revenue Procedure 94-57 and 26 CFR 1.42-10 are incorporated by reference and are available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087, 420.5089, 420.5099 FS. History-New 2-7-05, Amended 1-29-06, 4-1-07, 3-30-08.

67-48.009 SAIL General Program Procedures and Restrictions.

(1) Loans shall be in an amount not to exceed 25 percent of the Total Development Cost except as described in subsections (2) and (3) below, or the minimum amount required to make the Development economically feasible, whichever is less, as determined by the Credit Underwriter.

(2) The following types of Sponsors are eligible to apply for loans in excess of 25 percent of Total Development Cost pursuant to Section 420.507(22), F.S.:

(a) Non-Profit and public Sponsors which are able to secure grants, donations of land, or contributions from other sources collectively totaling at least 10 percent of Total Development Cost; and

(b) Sponsors that set aside at least 80 percent of their total units for residents qualifying as Farmworkers as defined in Section 420.503(18), F.S., Commercial Fishing Workers as defined in Section 420.503(5), F.S., or the Homeless as defined in Section 420.621(4), F.S., over the life of the loan.

(3) The following types of Sponsors are eligible to apply for loans that do not exceed 35 percent of Total Development Cost:

(a) Applicants requesting both SAIL and Competitive HC that commit to set aside more than 10 percent of the total units for ELI Households; and

(b) Applicants requesting SAIL without Competitive HC that commit to set aside at least 5 percent of the total units for ELI Households.

(4) At a minimum, the percentage of set-aside units committed to in the Application must be held for Very Low-Income persons or households for a period of time equal to the greater of the following:

(a) The term of the SAIL loan; or

(b) 12 years; or

(c) Such longer term agreed to by the Applicant in the Application.

(5) Unless the Board approves a competitive allocation process outside the Universal Cycle, an Applicant is not eligible to apply for SAIL Program funding if any of the following pertain to the proposed Development:

(a) Construction or construction-permanent financing of the costs associated with construction or Substantial Rehabilitation of the Development, including tax-exempt bonds or conventional financing with conversion clauses, has closed as of January 1, 2007 2006.

(b) The proposed Development Applicant has received an allocation of Housing Credits or a Competitive Housing Credit commitment for the proposed Development, unless (i) the Applicant is also applying for Corporation-issued tax exempt

bonds in the current Application cycle or provides evidence of a Local Government-issued tax exempt bond commitment as stated in the Universal Application Instructions, or (ii) ~~the Applicant has provided~~ written notice has been provided to the Corporation prior to the Application Deadline for the current cycle ~~that it is withdrawing its acceptance of such allocation or commitment and returning the its HC funding from the prior cycle.~~

(c) ~~The Applicant has already accepted~~ A preliminary commitment of funding for the proposed Development through the SAIL Program has already been accepted, unless the Applicant ~~has provided~~ written notice has been provided to the Corporation prior to the Application Deadline for the current cycle ~~that it is withdrawing such its acceptance and returning the its prior SAIL funding.~~

(d) ~~The Applicant has already accepted~~ A preliminary commitment of funding for the proposed Development through the 2005 or 2006 RRLP Program has already been accepted, unless the Applicant ~~has provided~~ written notice has been provided to the Corporation prior to the Application Deadline for the current cycle ~~that it is withdrawing such its acceptance and returning the its RRLP funding from such prior cycle.~~

(e) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, with the following two exceptions. Those exceptions being (i) a LURA recorded in conjunction with the Predevelopment Loan Program, and (ii) a LURA recorded in conjunction with a Multifamily Mortgage Revenue Bond Program loan closed after January 1, ~~2007~~ 2006, and (iii) a LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the Application Deadline for the current Funding Cycle, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation/Substantial Rehabilitation or Acquisition and Rehabilitation/Substantial Rehabilitation.

(6) The SAIL Minimum Set-Aside Requirement is:

(a) 20 percent of the SAIL Development's units set-aside for residents with annual household incomes at or below 50 percent of the area, metropolitan statistical area ("MSA") or state or county median income, whichever is higher, adjusted for family size, or

(b) 40 percent of the SAIL Development's units set-aside for residents with annual household incomes at or below 60 percent of the area, MSA or state or county median income, whichever is higher, adjusted for family size. Sponsors of SAIL-funded Developments shall have the option of selecting this minimum set-aside only if the SAIL Development is scheduled to be assisted with Housing Credits, in addition to the SAIL loan, or

~~(e) 100 percent of the SAIL Development's units set aside for residents with annual household incomes below 120 percent of the state or local median income, whichever is higher, adjusted for family size. Sponsors of SAIL-funded Developments shall have the option of selecting this minimum set-aside only if the SAIL Development is located in the Florida Keys Area. This paragraph is derived from 420.5087(2)(d), F.S., and is scheduled to expire July 1, 2008.~~

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.009, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-48.0095 Additional SAIL Application Ranking and Selection Procedures.

(1) During the first six (6) months following the publication date of the first Notice of Funding Availability published each year within the state of Florida, SAIL funds shall be allocated in accordance with the ranking and selection process set forth in the Universal Application Package and based upon the requirements specified in Section 420.5087(3), F.S., which specifies the required funding within the four demographic categories of:

- (a) Family;
- (b) Elderly;
- (c) Homeless; and
- (d) Commercial Fishing Workers and Farmworkers.

(2) 10 percent of the funds reserved for Applicants in the Elderly category shall be reserved to provide loans to Sponsors of housing for the Elderly for the purpose of making life-safety or security-related repairs or improvements to such housing which are required by federal, state or local regulation, as further specified in Section 420.5087, F.S.

(3) Program funds designated for Commercial Fishing Workers and Farmworkers will be allocated through a request for proposal (RFP), the Universal Application Package, or both.

(4) The Corporation shall assign, in order of ranking, tentative loan amounts to the Applications in each demographic and geographic category, up to the total amount available. However, the Corporation shall make adjustments to ensure that minimum funding distribution levels by geographic category are met, as required by Section 420.5087(1), F.S., and further described in the SAIL Notice of Funding Availability.

(5) In the event that the 10 percent of program funds required to be allocated to counties with a population of 100,000 or less remains unallocated at the conclusion of a successive three-year cycle, the unallocated funds shall be equitably distributed pursuant to the instructions included in the Universal Application Package.

(6) Selection for SAIL Program participation is contingent upon fund availability at the conclusion of the appeals process as set forth in Rule 67-48.005, F.A.C.

~~Rulemaking Specific~~ Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 12-23-96, Amended 1-6-98, Formerly 9L-48.0095, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08.

67-48.010 Terms and Conditions of SAIL Loans.

(1) The proceeds of all SAIL loans shall be used for new construction or Substantial Rehabilitation of affordable, safe and sanitary multifamily rental housing units.

(2) The SAIL loan may be in a first, second, or other subordinated lien position. For purposes of this rule, mortgages securing a letter of credit as credit enhancement for the bonds financing the first mortgage shall be considered a contingent liability and part of the first mortgage lien, provided that the Applicant's counsel furnishes an opinion regarding the contingent nature of such mortgage satisfactory to the Corporation and its counsel.

(3) The loans shall be non-amortizing and shall have interest rates as follows:

(a) 0 percent simple interest per annum on loans to Developments that set aside at least 80 percent of their total units for residents qualifying as Farmworkers, Commercial Fishing Workers or Homeless, over the life of the loan;

(b) 0 percent simple interest per annum on loans based on the pro rata share of units set aside for Homeless residents if the total of such units is less than 80 percent of the units and 1 percent simple interest per annum on the remaining units;

(c) 1 percent simple interest per annum on loans to Developments other than those identified in paragraphs (a) and (b) above;

(4) Except as provided in Section 420.5087(5), F.S., the amount of any superior mortgages combined with the SAIL mortgage shall be less than the appraised value of the Development. Any debt service reserve requirement associated with a superior mortgage shall be excluded from the amount of the superior mortgage for purposes of this calculation.

(5) Payment on the loans shall be based upon the Development Cash Flow, as determined pursuant to the ~~Financial SAIL Cash Flow Reporting Form SR-1~~, or shall be due annually as determined by the Corporation's Board of Directors. Such determination by the Board shall be based upon a written recommendation by the Credit Underwriter which has considered the economic and financial viability of the Development as well as the protection of the Corporation's repayment of principal and interest. Any distribution or payment to the Principal(s) of the Applicant or Developer or any Affiliate of the Principal of the Applicant or ~~to the Developer or any Affiliate of the Applicant or Developer,~~ whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Board approved final credit underwriting report, will be added back to the amount of cash available for the SAIL loan interest payment, as calculated in the ~~Financial SAIL Cash Flow Reporting Form SR-1~~, for the purpose of determining interest

due. Interest may be deferred as set forth in subsection 67-48.010(8), F.A.C., without constituting a default on the loan.

(6) The loans described in subsection 67-48.010(3), F.A.C., above shall be repaid from all Development Cash Flow, and if the SAIL loan is not a first mortgage loan, each year, subject to the provisions of subsection (8) below, Development Cash Flow shall be applied to pay the following items in order of priority:

(a) All superior mortgage fees and debt service;

(b) Development Expenses on the SAIL loan, including up to 20 percent of total Developer fees per year;

(c) Interest payment on SAIL loan balance equal to 1 percent as stated in paragraphs (3)(b) and (e) above over the life of the SAIL loan;

(d) Interest payments on the SAIL loan deferred from previous years;

(e) Mandatory payment on subordinate mortgages.

After the full SAIL loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(7) If the SAIL loan is secured by a first mortgage lien, each year, subject to the provisions of subsection (8) below, Development Cash Flow shall be applied to pay the following items in order of priority:

(a) First mortgage fees and interest payment on the SAIL loan balance equal to the percentages stated in paragraph (3) above over the life of the SAIL loan;

(b) Development Expenses on the SAIL loan including up to 20 percent of total Developer fees per year;

(c) Interest payments on the SAIL loan deferred from previous years;

(d) Mandatory payment on subordinate mortgages.

After the full SAIL loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(8) The determination of Development Cash Flow, determination of payment priorities, and payment of interest on SAIL loans shall occur annually. Any payments of accrued and unpaid interest due annually on SAIL loans shall be deferred to the extent that Development Cash Flow is insufficient to make said payments pursuant to the payment priority schedule established in this rule chapter. If Development Cash Flow is under-reported and such report causes a deferral of SAIL interest, such under-reporting shall constitute an event of default on the SAIL loan. A penalty of 5 percent of any required payment shall be assessed.

(a) By May 31 of each year of the SAIL loan term, the Applicant shall provide the Corporation with audited financial statements and a certification detailing the information needed to determine the annual payment to be made. However, this certification requirement will be waived until May 31

following the calendar year within which the first unit is occupied. The certification shall require submission of audited financial statements and the SAIL annual reporting form, Financial Cash Flow Reporting Form SR-1, Rev. 9/05, which is incorporated by reference in Rule Chapter 67-53, F.A.C. Form SR-1 can be obtained from the Credit Underwriter acting as the assigned servicer or on the Corporation's Website under the 2008 Universal Application link labeled Related Information and Links. The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America ~~accounting principles~~ for the 12 months ended December 31 and shall include:

1. Comparative Balance Sheet with prior year and current year balances;
2. Statement of revenue and expenses;
3. Statement of changes in fund balances or equity;
4. Statement of cash flows; and
5. Notes.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the required audited financial statements and certification by May 31 of each year of the SAIL loan term. If the Applicant has not submitted the required audited financial statements, the Corporation servicer shall deem the Development Cash Flow sufficient and issue a billing for interest due on the SAIL loan for the immediately preceding calendar year by July 31. After receipt of the audited financial statements, the Corporation servicer shall issue revised billing, if necessary. Failure to submit the required audited financial statements and certification by May 31 of each year of the SAIL loan term shall constitute an event of default on the SAIL loan. The Applicant shall furnish to the Corporation or its servicer, unaudited statements, certified by the Applicant's principal financial or accounting officer, covering such financial matters as the Corporation or its servicer may reasonably request, including without limitation, monthly statements with respect to the Development.

For SAIL loans applied for prior to February 22, 2001, the Corporation will extend the annual filing deadline for submission of the audited financial statements and certification detailing the information needed to determine the annual payment to be made, pursuant to subsection 67-48.010(8), F.A.C., to May 31 of each year of the SAIL loan term. The Corporation servicer shall issue a billing for interest due on the SAIL loan for the immediately preceding calendar year by July 31 of each calendar year of the SAIL loan. In addition, for SAIL loans applied for prior to December 23, 1996, so long as the executed loan agreements contain a provision to assess a late fee for failure to provide the audited financial statement

and certification detailing the information needed to determine the annual payment due, such fee will be assessed by the Corporation as outlined above.

(b) The Corporation servicer shall issue a billing for interest due on the SAIL loan for the immediately preceding calendar year by July 31 of each calendar year of the SAIL loan.

(c) The Applicant shall remit the interest due to the Corporation servicer no later than August 31 of each year of the SAIL loan term. The first payment of SAIL interest will be due no later than August 31 following the calendar year within which the first unit is occupied. The first payment of interest shall include all interest for the period which begins accruing on the date of the first Draw and ends on December 31 of the calendar year during which the first unit is occupied.

(9) After maturity or acceleration, the Note shall bear interest at the Default Interest Rate from the due date until paid. Unless the Corporation has accelerated the SAIL loan, the Applicant shall pay the Corporation a late charge of 5 percent of any required payment that is not received by the Corporation within 15 days of the due date.

(10) The final billing for the purpose of payoff of the SAIL loan shall also include a billing for compliance fees to cover monitoring of SAIL Program requirements beyond the maturity date of the Note. Such fees shall be computed by determining the present value of the annual compliance monitoring fee and multiplying that by the number of years for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The present value discount rate shall be ~~2.75~~ 2.75 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees for other programs collected by the Corporation for the Development provided:

(a) The compliance monitoring fee covers some or all of the period following the anticipated SAIL loan repayment date; and

(b) The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another Corporation program for which the compliance monitoring fee was collected.

(11) The SAIL loans shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.

(12) The Corporation shall monitor compliance of all terms and conditions of the SAIL loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the SAIL loan shall constitute a default during the term of the SAIL 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.

(13) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part V, Section 106 of the Fannie Mae DUS Guide, effective August 16, 2007 ~~10, 2006~~, which is adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

(14) The SAIL loan term shall be for a period of not more than 15 years. However, if both a SAIL loan and federal Housing Credits are to be used to assist a Development, the Corporation may set the SAIL loan term for a period commensurate with the investment requirements associated with the Housing Credit syndication. The term of the loan may also exceed 15 years if the lien of the Corporation's encumbrance is subordinate to the lien of another mortgagee, in which case the term may be made coterminous with the longest term of the superior loan.

(15) After accepting a preliminary commitment, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the SAIL mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified in writing of any such change.

Following construction completion, the Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.0105(5), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the SAIL mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding SAIL loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the SAIL loan balance, the following calculation shall be used: divide the amount of the original SAIL mortgage by the combined amount of the original SAIL mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance after deducting refinancing costs. For example, if the amount of the original SAIL mortgage is \$2,000,000, the original superior mortgage is \$4,000,000, with a current balance of \$3,000,000, a proposed new superior mortgage of \$5,000,000, and refinancing costs of \$200,000, then the amount of the increase in the superior mortgage after deducting refinancing costs would be \$1,800,000, and the proportionate

amount of the increase in the superior mortgage which must be paid toward the reduction of the SAIL loan balance would be \$594,000. This \$594,000 would be applied first to accrued interest and then to principal.

(16) All SAIL loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100, which is adopted and incorporated herein by reference, and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which is adopted and incorporated herein by reference. These provisions are available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.

(17) Rent controls shall not be allowed on any Development except (i) as required in conjunction with the issuance of tax-exempt bonds or federal Housing Credits and (ii) when the Sponsor has committed to set aside units for ELI Persons, in which case rents for such units shall be restricted at the level applicable for federal Housing Credits.

(18) The documents creating, evidencing or securing each SAIL loan must provide that any violation of the terms and conditions described in Rule Chapter 67-48, F.A.C., constitutes a default under the SAIL loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.

(19) A failure to pay any principal or interest due under the terms of this section shall constitute a default on the SAIL loan.

(20) If, after a four-month rent-up period commencing after issuance of the last certificate of occupancy on the units, an Applicant is unable to meet the agreed-upon demographic commitment for Elderly, Homeless, Farmworker or Commercial Fishing Worker, the Applicant may request to rent such units to Very Low-Income persons or households without demographic restriction.

(a) The written request must provide documentation of marketing efforts implemented over the past four-month period which demonstrate the inclusion of sources of potential residents, advertising to be used, other means of encouraging residents to rent at the Development, and priority to the original targeted group of residents. If the Corporation determines that prior marketing efforts were insufficient, a revised plan which is satisfactory to the Corporation must be submitted and implemented for a four-month period prior to reconsideration.

(b) The Board will require Applicants to provide additional amenities or resident programs suitable for the proposed resident population.

(c) The Board will require Applicants with 0 percent loans, as described in paragraphs 67-48.010(3)(a) and (b), F.A.C., to modify loan documents to conform to the terms and conditions of 1 percent loans, as described in paragraphs 67-48.010(3)(b) and (c), F.A.C., or to accelerate payments of SAIL loan principal or interest.

(21) The Applicant shall provide to the Corporation an annual budget of income and expenses for the Development, certified as accurate by an officer of the Development, no later than 30 days prior to the beginning of the Development's fiscal year.

(22) Failure to provide the Corporation and its servicer with the SAIL available Cash Flow Statement detailing the information needed to determine the annual payment to be made pursuant to this rule chapter shall constitute a default on the SAIL loan.

(23) For SAIL loans applied for prior to March 17, 2002, at the borrower's request, the Corporation will include up to 20 percent of total Developer fees per year as a Development Expense when calculating the interest due on the SAIL loan for the 2003 calendar year for the billing issued in 2004 pursuant to paragraph 67-48.010(8)(b), F.A.C., and for the billing for interest due each calendar year thereafter. Development Expense will not include Developer fees for determination of payment of interest on SAIL loans applied for prior to March 17, 2002 for the 2002 calendar year or any previous calendar year. For purposes in this paragraph, Development Expense has the same meaning as Project Expense and Eligible Project Expense as those terms are used in SAIL loans applied for prior to March 17, 2002.

(24) The Compliance Period for a SAIL Development shall be, at a minimum, a period of 12 years from the date the first residential unit is occupied. For SAIL Developments that contain occupied units at the time of closing, the Compliance Period shall begin not later than the termination of the last lease executed prior to closing of the SAIL loan.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.010, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-48.0105 Sale, Transfer or Refinancing of a SAIL Development.

(1) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

(2) The SAIL loan shall be assumable upon sale or transfer of the Development if the following conditions are met:

(a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;

(b) The proposed transferee agrees to maintain all set-asides and other requirements of the SAIL loan for the period originally specified or longer; and

(c) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in the Universal Application instructions.

(3) If the SAIL loan is not assumed since the buyer does not meet the criteria for assumption of the SAIL loan, the SAIL loan (principal and any outstanding interest) shall be repaid from the proceeds of the sale in the following order of priority:

(a) First mortgage debt service, first mortgage fees;

(b) SAIL compliance and loan servicing fees;

(c) An amount equal to the present value of the compliance monitoring fee, as computed by the Corporation and its servicer, times the number of payment periods for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The present value discount rate shall be 2.75 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development, provided:

1. The compliance monitoring fee covers some or all of the period following the anticipated SAIL repayment date; and

2. The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another program of the Corporation for which the compliance monitoring fee was collected.

(d) Unpaid principal balance of the SAIL loan;

(e) Any interest due on the SAIL loan;

(f) Expenses of the sale;

(g) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(f) above, the SAIL loan shall not be satisfied until the Corporation has received:

1. An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;

2. A certification from the Applicant that the purchase price reported is the actual price paid for the Development and that no other consideration passed between the parties and that the Development Cash Flow reported to the Corporation during the term of the SAIL loan was true and accurate;

3. A certification from the Applicant that there are no Development funds available to repay the SAIL loan, including any interest due, and the Applicant knows of no source from which funds could or would be forthcoming to pay the SAIL loan; and

4. A certification from the Applicant detailing the information needed to determine the final billing for SAIL loan interest. Such certification shall require submission of financial statements and other documents that may be required by the Corporation and its servicer.

(4) The Corporation may renegotiate and extend the loan in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:

(a) Performance of the Applicant during the SAIL loan term;

(b) Availability of similar housing stock for the target population in the area;

(c) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;

(d) A plan for the repayment of the loan at the new maturity date;

(e) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and

(f) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.

All loan renegotiation requests, including requests for extension, must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee as outlined in the Universal Application instructions.

(5) The Board shall approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.

(6) The Board shall deny requests for mortgage loan refinancing which require extension of the SAIL loan term or otherwise adversely affect the security interest of the Corporation, unless the criteria outlined in subsection 67-48.0105(5), F.A.C., are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development, or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further,

the Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.010(15), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the SAIL mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding SAIL loan balance.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 12-23-96, Amended 1-6-98, Formerly 91-48.0105, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, Repromulgated 2-7-05, Amended 1-29-06, 4-1-07, Repromulgated 3-30-08, _____.

67-48.013 SAIL Construction Disbursements and Permanent Loan Servicing.

(1) SAIL loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the SAIL loan to the Total Development Cost, unless approved by the Credit Underwriter.

(2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.

(3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation.

(4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.

(5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if

(a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or

(b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.

(6) The servicer may request submission of revised construction budgets.

(7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.

(8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the SAIL loan agreement.

Rulemaking Specific Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.013, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08.

67-48.014 HOME General Program Procedures and Restrictions.

(1) Unless otherwise provided in the Application instructions, the Corporation shall utilize up to 10 percent of the HOME allocation for administrative costs pursuant to 24 CFR Part 92.

(2) The Corporation shall utilize at least 15 percent of the HOME allocation for CHDOs pursuant to 24 CFR Part 92. In order to apply under the CHDO set-aside, the CHDO must have at least 51 percent ownership interest in the Development held by the General Partner entity and meet all other CHDO requirements as defined by HUD in 24 CFR Part 92 and other Corporation requirements identified in the CHDO Checklist. The CHDO Checklist is adopted and incorporated herein by reference, effective 10-17-06, and is available on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled Related References Information and Links or by contacting the HOME-Rental Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

(3) Within the rental cycle administered pursuant to Rule Chapter 67-48, F.A.C., the Corporation will distribute funds as provided in the Universal Application instructions, through a competitive request for proposal (RFP) process, or both.

(4) The maximum per-unit subsidy amount of HOME funds that the Corporation shall invest on a per-unit basis in affordable housing shall not exceed the per-unit dollar limits established by the Corporation as identified in the current Application instructions and included on the HOME Rental FHFC Subsidy Limits chart, which is adopted and incorporated

by reference, effective 10-1-2007. A copy of such chart is available on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled Related References Information and Links or by contacting the HOME-Rental Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

(5) The minimum amount of HOME funds that must be invested in a Rental Development is \$1,000 times the number of HOME-Assisted Units in the Development.

(6) A Development qualifies as affordable housing and for HOME funds if, with respect to income and occupancy:

(a) 80 percent of the HOME-Assisted Units are occupied by families whose annual income does not exceed 60 percent of the median family income for the area, as determined by HUD, with adjustments for family size, and

(b) 20 percent of the HOME-Assisted Units are occupied by families whose annual income does not exceed 50 percent of the median family income for the area, as determined by HUD, with adjustments for family size.

(c) When the income of a resident increases above 80 percent of area median income, the next unit that becomes available in the Development must be rented to a HOME income-eligible resident. If the income of a Very Low-Income household increases above the limits for a Very Low-Income household, then the Developer must rent the next available unit to a Very Low-Income household. The amount of rent the resident whose income has increased must pay is the lesser of the amount payable by resident under state or local law or 30 percent of the adjusted monthly income for rent and utilities.

(d) High HOME rent means 80 percent of the HOME-Assisted Units in a Development must have rents set at no more than the lesser of the Section 8 Fair Market Rent (FMRs) or rents that are 30 percent for a Family at 65 percent of median income limit, minus resident-paid utilities. Low HOME rent means 20 percent of the HOME-Assisted Units in a Development must have rents set at no more than the lesser of the Section 8 Fair Market Rent (FMRs), or 30 percent of the gross income of a Family at 50 percent of the area median income, minus resident-paid utilities. With respect to rent limits, the HOME Rent Chart at 65 percent or 50 percent, or the Fair Market Rent, less the applicable utility allowance, is the maximum rent that can be charged for a HOME Rent-Restricted Unit. HOME-Assisted Units with Section 8 subsidy must compare the Section 8 gross rent (resident rent, subsidy amount, and utility allowance) to the maximum applicable HOME high or low rent limit minus utilities. However, Developments with project-based rental assistance may utilize the project-based rents as compared to the HOME High and Low rents. Compliance with the HOME rent restrictions will take precedence over the Developer's acceptance of a full Section 8 (resident-based) subsidy for the HOME-Assisted Units.

(e) The minimum Compliance Period for Rehabilitation Developments is 15 years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin the earlier of (i) the termination of the last lease executed prior to closing of the HOME loan or (ii) at project completion as defined in 24 CFR § 92.2. The Compliance Period will be extended until the loan is repaid as enumerated in subsection 67-48.020(1), F.A.C.

(f) The minimum Compliance Period for newly-constructed rental housing is 20 years from the date the first residential unit is occupied. The Compliance Period will be extended until the loan is repaid as enumerated in subsection 67-48.020(1), F.A.C.

(g) The minimum percentage of HOME-Assisted Units within a Development must be at least equal to the percentage (ratio) calculated by dividing the HOME loan amount by the Total Development Cost. This percentage will be utilized to determine the minimum number of HOME-Assisted Units required within a Development. HOME-Assisted Units must be identified at the time of Application. For purposes of meeting affordable housing requirements for a Development, the HOME-Assisted Units counted may be changed over the Compliance Period, so long as the total number of HOME-Assisted Units remains the same, and the substituted units are, at a minimum, comparable in terms of size, features, and number of bedrooms to the original HOME-Assisted Units.

(h) The Development will remain affordable, pursuant to commitments documented within the executed Land Use Restriction Agreement without regard to the term of the mortgage or to transfer of ownership.

(7) The Development must comply with all applicable provisions of 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

(8) A Development that is under construction may be eligible to apply for HOME funds only if the final building permit is dated no earlier than six (6) months prior to the Application Deadline, the Development is able to provide evidence of compliance with federal labor standards (if 12 or more HOME-Assisted Units are developed under a single contract) for any work already completed, and the Development is able to provide evidence of compliance with HUD environmental requirements as well as all other federal HOME regulations as listed in Rule 67-48.014, F.A.C., and 24 CFR Part 92. The federal requirements may require completion of activities prior to submission of an Application for HOME funding.

(9) Any single contract for the development (rehabilitation or new construction) of affordable housing with 12 or more HOME-Assisted Units under the HOME Program must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the United States Secretary of Labor pursuant to the Davis-Bacon Act, 40 U.S.C. §§ 3142 -

3144, 3146 and 3147 (2002), which is adopted and incorporated herein by reference, 24 CFR § 92.354, 24 CFR Part 70 (volunteers), which is adopted and incorporated herein by reference, and 40 U.S.C. § 3145 (2002), which is adopted and incorporated herein by reference, will be paid to all laborers and mechanics employed for the construction or rehabilitation of the Development, and such contracts must also be subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 - 3706 and 3708 (2002), which is adopted and incorporated herein by reference, the Copeland Act (Anti-Kickback Act), 40 U.S.C. § 3145 (2002), and the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.), which is adopted and incorporated herein by reference. The foregoing provisions are available on the Corporation's Website under the ~~2009 2008~~ Universal Application link labeled Related References Information and Links.

(10) All HOME Developments must conform to the following federal requirements which are available on the Corporation's Website under the ~~2009 2008~~ Universal Application link labeled Related References Information and Links:

(a) Equal Opportunity and Fair Housing as enumerated in 24 CFR § 92.202 and 92.250, Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which is adopted and incorporated herein by reference, Fair Housing Act (42 U.S.C. §§3601-3620), which is adopted and incorporated herein by reference, Age Discrimination Act of 1975, as amended (42 U.S.C. §6101), which is adopted and incorporated herein by reference, Executive Order 11063 (amended by Executive Order 12259), which is adopted and incorporated herein by reference, and 24 CFR § 5.105(a), which is adopted and incorporated herein by reference.

(b) Affirmative Marketing as enumerated in 24 CFR § 92.351.

(c) Environmental Review as enumerated in 24 CFR § 92.352, 24 CFR Part 58, which is adopted and incorporated herein by reference, and National Environmental Policy Act of 1969, which is adopted and incorporated herein by reference.

(d) Displacement, Relocation, and Acquisition as enumerated in 24 CFR § 92.353, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4201-4655), which is adopted and incorporated herein by reference, 49 CFR Part 24, which is adopted and incorporated herein by reference, 24 CFR Part 42 (Subpart C), which is adopted and incorporated herein by reference, and Section 104(d) "Bamey Frank Amendments," which is adopted and incorporated herein by reference.

(e) Lead-based Paint as enumerated in 24 CFR § 92.355, and 24 CFR Part 35, which is adopted and incorporated herein by reference.

(f) Conflict of Interest as enumerated in 24 CFR § 92.356, 24 CFR §§ 85.36 and 84.42, which are adopted and incorporated herein by reference.

(g) Debarment and Suspension as enumerated in 24 CFR Part 24, which is adopted and incorporated herein by reference.

(h) Flood Insurance as enumerated in Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), which is adopted and incorporated herein by reference.

(i) Handicapped Accessibility as enumerated in Section 504 of the Rehabilitation Act of 1973 (implemented in 24 CFR Part 8) and 24 CFR § 100.205, which are adopted and incorporated herein by reference.

(j) Americans with Disabilities Act as enumerated in 42 U.S.C. § 12131; and 47 U.S.C. §§ 155, 201, 218 and 225, which are adopted and incorporated herein by reference.

(k) Equal Opportunity Employment as enumerated in Executive Order 11246 (implemented in 41 CFR Part 60), which is adopted and incorporated herein by reference.

(l) Economic Opportunity as implemented in 24 CFR Part 135, which is adopted and incorporated herein by reference.

(m) Minority/Women Employment as enumerated in 24 CFR § 85.36(c) and Executive Orders 11625, 12432, and 12138, which are adopted and incorporated herein by reference.

(n) Site and Neighborhood Standards as enumerated in 24 CFR § 983.6(b), which is adopted and incorporated herein by reference.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(2) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 91-48.014, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08,_____.

67-48.015 Match Contribution Requirement for HOME Allocation.

(1) The Corporation is required by HUD to match non-federal funds to the HOME allocation as specified in 24 CFR Part 92.

(2) A Match Credit Fund funded by the state of Florida has been appropriated to the Corporation. The funds are to be used for demonstration Developments, pilot programs, or other Developments selected and approved by the Corporation's Board of Directors. Such pilot programs or Developments shall be counted as the Corporation's required match for HUD purposes and may be any eligible activity acceptable to 24 CFR Part 92 and approved by the Corporation's Board of Directors.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(4) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 91-48.015, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08,_____.

67-48.017 Eligible HOME Activities.

HOME funds may be used for acquisition (must include new construction and/or Rehabilitation), new construction, reconstruction, or moderate or substantial rehabilitation of non-luxury housing with suitable amenities or for tenant based rental assistance pursuant to 24 CFR Part 92.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 91-48.017, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, 3-17-02, Amended 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08,_____.

67-48.018 Eligible HOME Applicants.

(1) Unless the Board approves a competitive allocation process outside the Universal Cycle, an Applicant is not eligible to apply for HOME Program funding if any of the following pertain to the proposed Development:

(a) The proposed Development Applicant has received an allocation of Housing Credits or a Competitive Housing Credit commitment for the proposed Development, unless the Applicant has provided written notice has been provided to the Corporation prior to the Application Deadline for the current cycle that it is withdrawing its acceptance of such allocation or commitment and returning the HC funding from a prior cycle;

(b) The Applicant has already accepted As preliminary commitment of funding for the proposed Development through the HOME Program, the SAIL Program, or the RRLP Program has already been accepted, unless the Applicant has provided written notice has been provided to the Corporation prior to the Application Deadline for the current cycle that it is withdrawing such its acceptance and returning the its prior HOME Program, SAIL Program, or RRLP Program funding.

(c) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, with the following exceptions. Those exceptions being (i) a LURA recorded in conjunction with the excluding Predevelopment Loan Program funds, intended to foster the development or maintenance of affordable housing and (ii) a LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the Application Deadline for the current Funding Cycle, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation or Acquisition and Rehabilitation.

(2) Applicants for HOME loans may include CHDOs, public housing authorities, local governments, Non-Profit organizations, and private for-profit organizations. The Applicant must be a legally-formed, existing entity at the time

of Application Deadline. Pursuant to 24 CFR Part 92, Applicants may not request additional HOME funding during the period of affordability.

(3) For tenant based rental assistance, eligible public housing authorities shall be limited to those public housing authorities that provide a copy of their most recent Section Eight Management Assessment Program (SEMAP) and can demonstrate compliance with 24 CFR § 982.401, which is incorporated by reference and available on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled Related ~~References Information~~ and Links.

(a) Eligible public housing authorities shall use the HOME Investment Partnership Program, state of Florida, TBRA Agreement (Rev. 09/06), which is incorporated herein by reference and available on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled Related ~~References Information~~ and Links.

(b) An eligible public housing authority's request for funding shall be based upon demonstration of recipient need.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 91-48.018, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, Amended 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-48.019 Eligible and Ineligible HOME Development Costs.

(1) HOME funds may be used to pay for the following eligible costs as enumerated in 24 CFR Part 92:

(a) Development hard costs as they directly relate to the identified HOME Assisted Units only for:

1. New construction, the costs necessary to meet local and state of Florida building codes and the Model Energy Code referred to in 24 CFR Part 92;

2. Rehabilitation, the costs necessary to meet local and state of Florida rehabilitation building codes and at a minimum, the Section 8 Housing Quality Standards under 24 CFR Part 92;

3. Both new construction and rehabilitation, costs to demolish existing structures, improvements to the Development site and utility connections;

(b) The cost of acquiring improved or unimproved real property. A HOME Development and HOME loan that involves acquisition must include Rehabilitation or new construction in order to be an eligible Development.

(c) Soft costs as they relate to the identified HOME-Assisted Units. The costs must be reasonable, as determined by the Corporation and the Credit Underwriter, and associated with the financing, development, or both. These costs may include:

1. Architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups;

2. Costs to process and settle the HOME financing for a Development, such as credit reports, fees for evidence of title, recordation, building permits, attorney fees, cost certifications, and estimates;

3. Developer's and General Contractor's fees as described in Rule 67-48.0072, F.A.C.;

4. Impact fees;

5. Costs of Development audits required by the Corporation;

6. Affirmative marketing and fair housing costs;

7. Temporary relocation costs as required under 24 CFR Part 92:

(2) HOME funds shall not be used to pay for the following ineligible costs:

(a) Development reserve accounts for replacements, unanticipated increases in operating costs, or operating subsidies, except as described in 24 CFR § 92.206(d)(5);

(b) Public housing;

(c) Administrative costs;

(d) Developer fees unless the HOME funds include Rehabilitation or new construction; or

(e) Any other expenses not allowed under 24 CFR Part 92.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.019, Amended 11-9-98, 2-24-00, Repromulgated 2-22-01, Amended 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-48.020 Terms and Conditions of Loans for HOME Rental Developments.

All HOME Rental Development loans shall be in compliance with the Act, 24 CFR Part 92 and, at a minimum, contain the following terms and conditions:

(1) The HOME loan may be in a first, second, or subordinated lien position. The term of the loan shall be for a minimum period of 15 years for Rehabilitation Developments and 20 years for new construction Developments. The term of the HOME loan may be extended to coterminate with the first mortgage term upon the recommendation of the Credit Underwriter and approval by the Corporation.

(2) The annual interest rate will be determined by the following:

(a) All for-profit Applicants that own 100 percent of the ownership interest in the Development held by the general partner or managing member entity will receive a 1.5 percent per annum interest rate loan.

(b) All qualified non-profit Applicants that own 100 percent of the ownership interest in the Development held by the general partner or managing member entity will receive a 0 percent interest rate loan. For purposes of determining the annual HOME interest rate, the definition of Non-Profit found at Rules 67-48.002 and 67-48.0075, F.A.C., shall not apply;

instead, qualified non-profit Applicants shall be those entities defined in 24 CFR Part 92, Section 42(h)(5)(c), subsection 501(c)(3) or 501(c)(4) of the 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.

(c) All Applicants consisting of a non-profit and for-profit partnership will receive a 0 percent interest rate loan on the portion of the loan amount equal to the qualified non-profit's ownership interest in the Development held by the general partner or managing member entity. A 1.5 percent interest rate shall be charged for loans on the portion of the loan amount equal to the for-profit's interest in the Development held by the general partner or managing member entity. After closing, should the Applicant sell any portion of the Development ownership, the loan interest rate ratio will be adjusted to conform to the new percentage of ownership.

(3) The loans shall be non-amortizing and repayment of principal shall be deferred until maturity, unless otherwise recommended by the Credit Underwriter and approved by the Corporation. Interest payments on the loan shall be paid to the Corporation's servicer annually on the date specified in the Note.

(4) As approved by the Board of Directors, loans which finance demonstration Developments or Developments located in a state or federally declared disaster area may be provided with forgivable terms.

(5) The accumulation of all Development financing, including the HOME loan and all existing debt within a Development, may not exceed the Total Development Cost, as determined and certified by the Credit Underwriter.

(6) Before disbursing any HOME funds, there must be a written agreement with the Applicant ensuring compliance with the requirements of the HOME Program pursuant to this rule chapter and 24 CFR Part 92.

(7) A representative of the Applicant and the managing agent of the Development must attend a Corporation-sponsored training session on income certification and compliance procedures.

(8) If the Development has 12 or more HOME-Assisted Units to be developed under a single contract, the General Contractor and all available subcontractors shall attend a Corporation-sponsored preconstruction conference regarding federal labor standards provisions.

(9) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part V, Section 106 of the Fannie Mae DUS Guide, effective August 16, 2007 ~~10, 2006~~, which is adopted and incorporated herein by reference and available on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled Related References Information and Links.

(10) All loans must provide that any violation of the terms and conditions described in this rule chapter or 24 CFR Part 92 constitute a default under the HOME loan documents allowing the Corporation to accelerate its loan and seek foreclosure as well as any other remedies legally available to it.

(11) If a default on a HOME loan occurs, the Corporation will commence legal action to protect the interest of the Corporation. The Corporation shall acquire real and personal property or any interest in the Development if that acquisition is necessary to protect any HOME loan; sell, transfer, and convey any such property to a buyer without regard to the provisions of Chapters 253 and 270, F.S.; and, if that sale, transfer, or conveyance cannot be consummated within a reasonable time, lease the Development for occupancy by Eligible Persons.

(12) The Corporation or its servicer shall monitor the compliance of each Development with all terms and conditions of the HOME loan and shall require that such terms and conditions be recorded in the public records of the county where the Development is located. Violation of any term or condition shall constitute a default during the term of the HOME loan.

(13) The Applicant 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 the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified of any such change. Following construction completion, the Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.0205(3), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the HOME mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding HOME loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the HOME loan balance, the following calculation shall be used: divide the amount of the original HOME mortgage by the combined amount of the original HOME mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance after deducting refinancing costs. For example, if the amount of the original HOME mortgage is \$2,000,000, the original superior mortgage is \$4,000,000, with a current balance of \$3,000,000, a proposed new superior mortgage of \$5,000,000, and refinancing costs of \$200,000, then the amount of the increase in the superior mortgage after deducting refinancing costs would be \$1,800,000, and the proportionate amount of the increase in the superior mortgage which must be paid toward

the reduction of the HOME loan balance would be \$594,000. This \$594,000 would be applied first to accrued interest and then to principal.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(7), (8), (9) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.020, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08,_____.

67-48.0205 Sale, Transfer or Refinancing of a HOME Development.

(1) The HOME loan shall be assumable upon Development sale, transfer or refinancing if the following conditions are met:

(a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;

(b) The proposed transferee agrees to maintain all set-asides and other requirements of the HOME loan for the period originally specified; and

(c) The proposed transferee and Application receives a favorable recommendation from the Credit Underwriter and approval by the Corporation's Board of Directors.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in the Universal Application instructions.

(2) If the Development is sold and the proposed transferee does not meet the criteria for assumption of the loan, the HOME loan shall be repaid from the proceeds of the sale. If there will be insufficient funds available from the proposed sale of the Development, the HOME loan shall not be satisfied until the Corporation has received:

(a) An appraisal prepared by an appraiser selected by the Corporation indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;

(b) A certification from the Applicant that the purchase price reported is the actual price paid for the Development and that no other consideration passed between the parties and that the income reported to the Corporation during the term of the loan was true and accurate; and

(e) A certification from the Applicant that there are no Development funds available to repay the loan and the Applicant knows of no source from which funds could or would be forthcoming to pay the loan.

(3) The Board shall approve requests for mortgage loan refinancing only if Development cash flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.

(4) The Board shall deny requests for mortgage loan refinancing which require extension of the HOME loan term or otherwise adversely affect the security interest of the Corporation unless the criteria outlined in subsection 67-48.0205(3), F.A.C., are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(7), (8), (9) FS. History—New 12-23-96, Amended 1-6-98, Formerly 91-48.0205, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, Repromulgated 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08,_____.

67-48.022 HOME Disbursements Procedures and Loan Servicing.

(1) HOME loan proceeds shall be disbursed during the construction/rehabilitation phase in an amount per Draw on a pro-rata basis with the other financing unless otherwise approved by the Corporation or the Credit Underwriter.

(2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw in a form and substance acceptable to the Corporation's servicer.

(3) The request shall set forth the amount to be paid and shall be accompanied by documentation as specified by the Corporation's servicer. Such documentation shall include invoices for labor and materials to date of the last inspection.

(4) The Corporation's servicer and the Corporation shall review the request for Draw and the Corporation's servicer shall provide the Corporation with approval of the request or an alternative recommendation of an amount to be paid after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation. For all Developments consisting of 12 or more HOME-Assisted Units to be developed under a single contract, the borrower shall submit weekly payrolls of the General Contractor and subcontractors in accordance with Federal Labor Standards as enumerated in 24 CFR § 92.354.

(5) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent

completion, no additional retainage shall be held from the remaining draws. Release of funds held as retainage shall occur in accordance with the HOME loan documents.

(6) The Corporation or its servicer shall elect to withhold any Draw or portion of any Draw, in addition to the retainage, notwithstanding any documentation submitted by the borrower in connection with a request for a Draw, if:

(a) The Corporation or the servicer determines at any time that the actual cost budget or progress of construction differs from that shown on the loan documents.

(b) The percentage of progress of construction of improvements differs from that shown on the request for a Draw.

(c) Developments subject to and not in compliance with Federal Labor Standards.

(7) To the extent excess HOME funds in the budget remain unused, the Corporation has the right to reduce the HOME loan by that amount.

(8) If 100 percent of the loan proceeds have not been expended within six (6) months prior to the HUD deadline pursuant to 24 CFR § 92.500, the funds shall be recaptured by the Corporation.

(9) The request for final disbursement of HOME funds, excluding retainage, shall be submitted within 60 days of completion of construction as evidenced by certificates of occupancy.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5089(1) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.022, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, _____.

67-48.023 Housing Credits General Program Procedures and Requirements.

(1) Unless the Board approves a competitive allocation process outside the Universal Cycle, an Applicant is not eligible to apply for Competitive Housing Credits if any of the following pertain to the proposed Development:

(a) The proposed Development Applicant has received an allocation of Housing Credits or a Competitive Housing Credit commitment ~~for the proposed Development~~, unless the ~~Applicant has provided~~ written notice has been provided to the Corporation prior to the Application Deadline for the current cycle ~~that it is withdrawing its acceptance of such allocation or commitment~~ and returning the HC funding from a prior cycle;

(b) ~~The Applicant has already accepted~~ As preliminary commitment of funding for the proposed Development through the SAIL Program, the HOME Program, or the RRLP Program ~~has already been accepted~~, unless the ~~Applicant has provided~~ written notice has been provided to the Corporation prior to the Application Deadline for the current cycle ~~that it is withdrawing such its acceptance and returning the prior SAIL Program, HOME Program, or RRLP Program funding.~~

(c) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, with the following exceptions. Those exceptions being (i) a LURA recorded in conjunction with excluding Predevelopment Loan Program the and (ii) a LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the Application Deadline for the current Funding Cycle, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation or Acquisition and Rehabilitation funds, intended to foster the development or maintenance of affordable housing.

~~(2) Each Applicant shall comply with this rule chapter and with Section 42 of the IRC and federal regulations issued pursuant thereto and in effect at the time of the Funding Cycle. Noncompliance, outside of the compliance cure period, by an Applicant, or any Principal, Affiliate or Financial Beneficiary of an Applicant or Developer shall result in disqualification from participation in the current HC Funding Cycle and for a period of not less than one year. The Applicant and its Principals, Affiliates and Financial Beneficiaries will continue to be ineligible to participate in future HC Funding Cycles until such time as all noncompliance issues are cured.~~

~~(2)(3)~~ Each Housing Credit Development shall comply with the minimum Housing Credit Set-Aside provisions, as specified in Section 42(g)(1) of the IRC, with respect to the reservation of 20 percent of the units for occupancy by persons or families whose income does not exceed 50 percent of the area median income, or the reservation of 40 percent of the units for occupancy by persons or families whose income does not exceed 60 percent of the area median income. Further, each Housing Credit Development shall comply with any additional Housing Credit Set-Aside chosen by the Applicant in the Application.

~~(3)(4)~~ The Development shall provide safe, sanitary and decent residential rental housing and shall be developed, constructed and operated in accordance with the commitments made and the facilities and services described in the Application at the time of submission to the Corporation. Applications will not be considered approved to receive an allocation of Housing Credits until the Corporation issues a Preliminary Allocation/Preliminary Determination to the Applicant and all contingencies of such documents are satisfied. Allocations are further contingent on the Applicant complying with its Application commitments, Rule Chapter 67-48, F.A.C., and Section 42 of the IRC.

~~(4)(5)~~ All of the dwelling units within a Development shall be rented or available for rent on a continuous basis to members of the general public. The owner of the Development shall not give preference to any particular class or group in

renting the dwelling units in the Development, except to the extent that dwelling units are required to be rented to Eligible Persons. All Developments must comply with the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which are adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

(5)(6) Each Competitive Housing Credit Development that receives a Carryover Allocation Agreement and each HC Development financed with tax-exempt bonds shall complete the Final Cost Certification Application within 75 Calendar Days after all the buildings in the Development have been placed in service. All other Developments shall complete the Final Cost Certification Application no later than the date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested. The Corporation may grant extensions for good cause upon written request.

(6) Prior to execution of the limited partnership agreement or limited liability company operating agreement between the Applicant and the limited partners/members, the Applicant must receive written approval from the Corporation or its Credit Underwriter that the Housing Credit Syndicator is in good standing with the Corporation. Proceeding with execution of a partnership agreement or operating agreement with a Housing Credit Syndicator that is not in good standing shall result in withdrawal of the Housing Credit Allocation.

(7) The Final Cost Certification Application (Form FCCA) shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer's and General Contractor's fees as described in Rule 67-48.0072, F.A.C. Sub form shall be completed, executed and submitted to the Corporation, along with the executed Extended Use Agreement, IRS Forms 8821 for all Financial Beneficiaries, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter, an unqualified audit report prepared by an independent certified public accountant, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the Form FCCA instructions. The Final Housing Credit Allocation will not be issued until such time as all required items are received and processed by the Corporation. The Final Cost Certification Application is adopted and incorporated herein by reference, effective January 2007, and is available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1321. IRS Form

8821, Rev. August 2008 April 2004, is adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

(8) After the final evaluation and determination of the Housing Credit Allocation amount has been made by the Corporation and the Extended Use Agreement has been executed in accordance with Rule 67-48.029, F.A.C., the Forms 8609 are issued to the Applicant of the Housing Credit Development, as provided below. IRS Low-Income Housing Credit Allocation Certification Form 8609, Rev. December 2008 2006, is adopted and incorporated herein by reference and available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links. The Corporation will issue only one complete set of Forms 8609 per Development which will be no earlier than total Development completion, the Corporation's acceptance and approval of the Development's Final Cost Certification Application, and determination by the Corporation that all financial obligations for which an Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation have been satisfied.

Rulemaking Specific Authority 420:507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.023, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-48.027 Tax-Exempt Bond-Financed Developments.

(1) Tax-Exempt Bond-Financed Developments, as defined in Section 42(h)(4)(B) of the IRC, which applied for 4 percent Housing Credits when applying for tax exempt bonds from the Corporation in calendar year 2000 or later shall:

(a) Have 50 percent or more of the aggregate basis of any building and the land on which the building is located financed by tax-exempt bonds;

(b) Be subject to the monitoring and credit underwriting fees as stated in Chapter 67-21, F.A.C.; however, when the regulatory period for the tax-exempt bonds terminates prior to the expiration of the Housing Credit Extended Use Period, a separate compliance monitoring fee is required for the remainder of the Housing Credit Extended Use Period.

(c) Be deemed to have met all HC Program scoring threshold requirements upon the closing of the bonds with the Corporation;

(d) Receive a Preliminary Determination upon the Corporation's issuance of a loan commitment in reference to the tax-exempt bonds;

(e) Be subject to the provisions of this rule chapter, specifically the applicable provisions of Part I and Part IV, except for Rules 67-48.0072 and 67-48.028, F.A.C.;

(f) Receive Building Identification Numbers from the Corporation upon satisfying the requirements of this section and the Final Cost Certification Application requirements of Rule 67-48.023, F.A.C.;

(g) Provide an IRS Form 8821 for each Financial Beneficiary of the Development prior to Final Housing Credit Allocation; and

(h) Pay the assigned Credit Underwriter for a comprehensive market study of the housing needs of Low Income individuals in the area to be served by the Development. The market study must be completed by a disinterested third party and a copy of the completed market study must be on file with the Corporation prior to the Final Housing Credit Allocation.

(2) Tax-Exempt Bond-Financed Developments, as defined in Section 42(h)(4)(B) of the IRC, seeking to obtain Housing Credits from the Treasury receiving the bonds from the Corporation prior to calendar year 2000 or receiving bonds from another source other than the Corporation, and not competing for Housing Credits under the state of Florida Allocation Authority shall:

(a) Have 50 percent or more of the aggregate basis of any building and the land on which the building is located financed by tax-exempt bonds;

(b) Be subject to the Application fee specified in this rule chapter;

(c) Meet the HC Program threshold requirements pursuant to the Qualified Allocation Plan and shall have completed loan closings on all required financing;

(d) Participate in the credit underwriting process pursuant to this rule chapter, unless such Development has received its tax-exempt bond financing through the Corporation, in which case the Development must be underwritten to the extent necessary to determine Development feasibility and Housing Credit need;

(e) Be subject to the credit underwriting fees as set forth in this rule chapter;

(f) Be subject to the administrative fee specified in this rule chapter;

(g) Receive a Preliminary Determination from the Corporation upon satisfying the requirements of paragraphs (a) through (f) above. A Development may receive a Preliminary Determination prior to the bonds being issued and the submission of an Application, if the Corporation receives a credit underwriting report prepared by one of the Corporation's contracted Credit Underwriters which recommends a Housing Credit Allocation and the issuance of tax-exempt bonds, and receives evidence of a loan commitment in reference to the tax-exempt bonds. The administrative fee must be paid within seven days of the date of the Preliminary Determination;

(h) Be subject to a Developer fee limitation as specified in this rule chapter;

(i) Be subject to the provisions of this rule chapter, specifically the applicable provisions of Part I and Part IV, except for Rule 67-48.028, F.A.C.;

(j) Provide an IRS Form 8821 for each Financial Beneficiary of the Development prior to Final Housing Credit Allocation;

(k) Be subject to the provisions in this rule chapter, pertaining to the required Extended Use Agreement;

(l) Be subject to the monitoring fee specified in this rule chapter, unless such Development has received tax-exempt bond financing through the Corporation; however, when the regulatory period for Corporation-issued tax-exempt bond financing terminates prior to the expiration of the Housing Credit Extended Use Period, a separate compliance monitoring fee is required for the remainder of the Housing Credit Extended Use Period;

(m) After bonds are issued to the Development, make Application to the Corporation as required in Rules 67-48.004 and 67-48.0072, F.A.C. Applicant shall submit its Application completed in accordance with the Universal Application Package instructions for receipt by the Corporation no later than July 1 of the year the Development is placed in service; and

(n) Receive Building Identification Numbers from the Corporation upon satisfying the requirements of this section and the Final Cost Certification Application requirements of Rule 67-48.023, F.A.C.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 91-48.027, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, Amended 4-1-07, 3-30-08, _____.

67-48.028 Carryover Allocation Provisions.

(1) If an Applicant cannot complete its Development by the end of the year in which the Preliminary Allocation is issued, the Applicant must enter into a Carryover Allocation Agreement with the Corporation by December ~~31st~~ ^{29th} of the year in which the Preliminary Allocation is issued. The Carryover Allocation allows the Applicant up to the end of the second year following the Carryover Allocation to have the Development placed-in-service.

(2) An Applicant shall have tax basis in the Housing Credit Development which is greater than 10 percent of the reasonably expected basis in the Housing Credit Development within six (6) months of the date of the execution of the Carryover Allocation Agreement, unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned to the Corporation. Certification that the Applicant has met the greater than 10 percent basis requirement shall be signed by the Applicant's attorney or certified public accountant.

(3) All supporting Carryover documentation and the signed certification evidencing the required basis must be submitted to the Corporation within six (6) months of the date of the execution of the Carryover Allocation Agreement, unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned.

(4) The Applicant for each Development for which a Carryover Allocation Agreement has been executed shall submit quarterly progress reports to the Corporation using Progress Report Form Q/M Report, which will be provided by the Corporation. If the Form Q/M Report does not demonstrate continuous and adequate development and construction progress, the Corporation will require monthly submission of Form Q/M Report until satisfactory progress is achieved, until the Development is placed in service, or until a determination is made by the Corporation that the Development cannot be placed in service by the Carryover deadline and the Housing Credits are returned to the Corporation in accordance with the terms of the Carryover Allocation Agreement. Form Q/M Report shall include a written statement describing the current status of the Development; the financing, construction and syndication activity since the last report; the reasons for any changes to the anticipated placed-in-service date; and any other information relating to the status of the Development which the Corporation may request. The first report shall be due to the Corporation by the first Monday in April of the calendar year following Carryover qualification.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5099 FS. History--New 7-22-96, Repromulgated 12-23-96, Amended 1-6-98, Formerly 9I-48.028, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, Amended.

67-48.029 Extended Use Agreement.

(1) Pursuant to Section 42(h)(6) of the IRC, the Applicant and the Corporation shall enter into an Extended Use Agreement. The purpose of the Extended Use Agreement is to set forth the Housing Credit Extended Use Period, the Compliance Period, and to evidence commitments made by the Applicant in the Application. Such commitments, for example, include the Housing Credit Set-Aside commitment, resident programs, and Development amenities.

(2) The following provisions shall be included in the Extended Use Agreement:

(a) The Applicable Fraction for Housing Credit Set-Aside units for each taxable year in the Housing Credit Extended Use Period shall not be less than the Applicable Fraction;

(b) Eligible Persons occupying set-aside units shall have the right to enforce in any state of Florida court the extended use requirement for set-aside units;

(c) The Extended Use Agreement shall be binding on all successors and assigns of the Applicant; and

(d) The Extended Use Agreement shall be executed prior to the issuance of a Final Housing Credit Allocation to an Applicant. Following execution, the Extended Use Agreement shall be recorded pursuant to Florida law as a restrictive covenant.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5099 FS. History--New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 9I-48.029, Amended 11-9-98, 2-24-00, Repromulgated 2-22-01, 3-17-02, 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, _____.

67-48.030 Sale or Transfer of a Housing Credit Development.

An owner of a Housing Credit Development, its successor or assigns which has been granted a Final Housing Credit Allocation shall not sell the Housing Credit Development without having first notified the Treasury of the impending sale and complying with the Treasury's procedure or procedures for completing the transfer of ownership and utilizing the Housing Credit Allocation. The owner of a Housing Credit Development shall notify the Corporation in writing of an impending sale and of compliance with any requirements by the Treasury for the transfer of the Housing Credit Development. The owner of a Housing Credit Development shall notify the Corporation in writing of the name and address of the party or parties to whom the Housing Credit Development was sold within 14 Calendar Days of the transfer of the Housing Credit Development.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5099 FS. History--New 7-22-96, Repromulgated 12-23-96, Amended 1-6-98, Formerly 9I-48.030, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, Repromulgated 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

67-48.031 Termination of Extended Use Agreement and Disposition of Housing Credit Developments.

The Housing Credit Extended Use Period for any building shall terminate upon the date a building is acquired through foreclosure or instrument in lieu of foreclosure or if no buyer can be found who is willing to maintain the Housing Credit Set-Aside of the Development. In the event the Applicant is unable to locate a buyer willing to maintain the set-aside provisions of the Extended Use Agreement, the following steps shall be taken, as set forth in Section 42(h)(6) of the IRC, before a building is converted to market-rate use:

(1) After the fourteenth year of the Compliance Period, unless otherwise obligated under the Extended Use Agreement, a Land Use Restriction Agreement under another Corporation program, or if Applicant has already knowingly and voluntarily waived its right to request the Corporation find a buyer to acquire the Applicant's interest in the Housing Credit Set-Aside portion of the building, an Applicant may submit a written request to the Corporation to find a buyer to acquire the Applicant's interest in the Housing Credit Set-Aside portion of

the building. When submitting a written request, Applicants shall utilize the Qualified Contract Package in effect at the time of the written request and shall remit payment of the required Qualified Contract Package fee. The Qualified Contract Package consists of the forms and instructions, obtained from the Corporation at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled ~~Related~~ ~~References~~ ~~Information~~ and Links, which shall be completed and submitted to the Corporation in accordance with this rule chapter in order to request the Corporation find a buyer to acquire the Applicant's interest in the Housing Credit Set-Aside portion of the building. The Qualified Contract Package, Rev. 09-07, is adopted and incorporated herein by reference.

(2) All information contained in a Qualified Contract Package request is subject to independent review, analysis and verification by the Corporation or its agents. The Corporation shall request additional information to document the qualified contract price calculation or other information submitted, if the submitted documentation does not support the price indicated by the certified public accountant (CPA) hired by the owner. The Corporation shall then engage its own CPA to perform a qualified contract price calculation. Cost of such service shall be paid for by the owner. Following the Corporation's receipt and complete review of the completed Qualified Contract Package, the Corporation shall have one year to present a "qualified contract", as defined in Section 42(h)(6)(F) of the IRC, for the Development. The one year time period shall commence upon the Corporation's receipt and final review of all of the accompanying information required by the Qualified Contract Package and the Corporation and the owner have agreed to the qualified contract price in writing.

(3) The Corporation shall not agree to the qualified contract price in writing until the Applicant or Developer has satisfied any financial obligations for which the Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation.

(4) The Applicant is responsible for all real estate broker fees incurred from the sale of the Development.

(5) At the conclusion of the review process established by Rule 67-48.031, F.A.C., each Applicant will be provided with its qualified contract price calculation and notice of rights.

(6) Written arguments to any recommended order entered pursuant to a Section 120.57(2), F.S., proceeding concerning its qualified contract price calculation shall be typed and double-spaced with margins no less than one inch in either Times New Roman 14-point or Courier New 12-point font and may not exceed five (5) pages, excluding the caption and certificate of service. Written arguments must be filed with Florida Housing Finance Corporation's Clerk at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329,

no later than 5:00 p.m., Eastern Time, no later than five (5) Calendar Days from the date of issuance of the recommended order. Failure to timely file a written argument shall constitute a waiver of the right to have a written argument considered by the Board. The one year time period the Corporation has to present a "qualified contract" will toll upon the filing of a petition to contest a qualified contract price calculation and will recommence upon the issuance of the Board's final order.

(7) The Applicant shall cooperate with the Corporation and its agents with respect to the Corporation's efforts to present a "qualified contract" for the purchase of the Applicant's interest in the Housing Credit Set-Aside portion of the Development and the Applicant's failure to cooperate will toll the one year time period the Corporation has to present a "qualified contract". The Corporation shall actively seek to obtain a qualified buyer for acquisition of the Housing Credit Set-Aside portion of the building for an amount not less than the Applicable Fraction as specified in the Extended Use Agreement of:

(a) The sum of the outstanding indebtedness secured by the building;

(b) The adjusted investor equity in the building; and

(c) Other capital contributions not reflected in the amounts above, and reduced by cash distributions from the Development.

(8) If the Corporation presents a "qualified contract" and the Applicant fails to enter into a bona fide contract to acquire the Development, as defined in Section 42(h)(6)(F) of the IRC, the Applicant shall irrevocably waive any right to further request that the Corporation present a "qualified contract" for the purchase of the Applicant's interest in the Housing Credit Set-Aside portion of the Development and the Development will remain subject to the requirements of the Extended Use Agreement.

(9) In the event no buyer is found to acquire the Housing Credit Set-Aside portion of the building within one year as described herein, the Housing Credit Extended Use Period shall be terminated, and the units converted to market-rate.

(10) Pursuant to Section 42(h)(6)(E)(ii) of the IRC, the termination of an Extended Use Agreement shall not be construed to permit the termination of a tenancy, the eviction of any existing resident of any set-aside unit, or any increase in the gross rent with respect to any set-aside unit before the close of the three-year period following such termination. In no case shall any portion of a Housing Credit Development be disposed of prior to the expiration of the Extended Use Agreement.

Rulemaking Specific Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 91-48.031, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, 3-30-08, _____.

NAME OF PERSON ORIGINATING PROPOSED RULE: Deborah Dozier Blinderman, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: David Oellerich, Chairman of the Board, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: March 13, 2009

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAW: Vol. 34, No. 36, September 5, 2008

FLORIDA HOUSING FINANCE CORPORATION

RULE NOS.:	RULE TITLES:
67-53.003	Compliance Procedures
67-53.0035	Florida Housing Finance Corporation
67-53.004	Right to Inspeet and Monitor Elderly Housing Community Loan (EHCL) Funded Developments
67-53.006	Compliance and Monitoring Procedures for the Pre-Development Loan Program (PLP)
67-53.007	Compliance Procedures
67-53.008	Compliance and Reporting Requirements
67-53.009	Compliance and Reporting Requirements for State Apartment Incentive Loan (SAIL) Program, HOME Investment Partnerships (HOME) Rental Program, Multifamily Mortgage Revenue Bond (MMRB) Program, Housing Credit (HC) Program, Rental Recovery Loan Program (RRLP), and Elderly Housing Community Loan (EHCL) Program
67-53.010	Forms

PURPOSE AND EFFECT: The purpose of this Rule is to establish the compliance procedures by which Florida Housing or any duly authorized representative of Florida Housing shall be permitted at any reasonable time to inspect and monitor developments and tenant records and facilities.

SUMMARY: Florida Housing recognizes a need for technical revisions and to require developers to provide Florida Housing with audited statements and a cash flow form so Florida Housing can monitor the credit quality of the portfolio and to assist Florida Housing in making policy decisions as the markets dictate.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS: No Statement of Estimated Regulatory Cost was prepared.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 420.507(12), 420.508(3)(a) FS.

LAW IMPLEMENTED: 420.507(4), (13), (14), 420.508, 420.509 FS.

A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:

DATE AND TIME: April 20, 2009, 2:00 p.m.

PLACE: Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 6000, Tallahassee, Florida 32301. The hearing will be accessible via phone at 1(888)808-6959, Conference Code #6884197

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Laura Cox, Director of Asset Management & Guarantee Program, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 6000, Tallahassee, Florida 32301-1329, (850)488-4197. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULES IS: Laura Cox, Director of Asset Management & Guarantee Program, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 6000, Tallahassee, Florida 32301-1329, (850)488-4197

THE FULL TEXT OF THE PROPOSED RULES IS:

- 67-53.003 Compliance Procedures.
 - ~~(1) Any duly authorized representative of Florida Housing shall be permitted at any reasonable time to inspect and monitor Development and tenant records and facilities. All tenant records shall be maintained by the owner of the Development within 50 miles of the Development site.~~
 - ~~(2) Florida Housing or its representative shall conduct on-site Development inspections at least annually.~~
 - ~~(3) Florida Housing must approve the selection or replacement of a management company prior to such company assuming responsibility for the Development, using the following criteria:~~
 - ~~(a) Review of company information including key management personnel, management experience and procedures;~~
 - ~~(b) Review of company forms such as application for apartment residence, income verification forms, lease, etc.;~~

2009 ~~2008~~ Universal Application
Multifamily Mortgage Revenue Bonds (MMRB) Program
~~State Apartment Incentive Loan (SAIL) Program~~
HOME Investment Partnerships (HOME) Rental Program
Housing Credit (HC) Program

Part I. Applicant Certification / Related and Priority I Applications

A. Applicant Certification:

The Applicant must provide the properly completed and executed Applicant Certification and Acknowledgement form behind a tab labeled "**Exhibit 1.A.**".

B. Related Applications and Priority I Application Designation (Applies only to ~~MMRB, SAIL and~~ Competitive HC Applications):

1. Is this Application a Related Application?

Yes No

If "Yes", answer the applicable question at B.2. below.

If "No", the Application will automatically be considered to be designated by the Applicant as a Priority I Application and the Applicant is not required to provide the Declaration of Priority I Related Applications form.

2. Indicate which one of the following applies to this Related Application and, if the Applicant selects Item 2.a., 2.b. or 2.c. below, provide the Declaration of Priority I Related Applications form behind a tab labeled "**Exhibit 1.B.**":

- a. This is a Non-Joint Venture Application designated as a Priority I Application.
- b. This is a Joint Venture Application designated as a Priority I Application and the Applicant is a Joint Venture Public Housing Authority Applicant.
- c. This is a Joint Venture Application designated as a Priority I Application and the Applicant is a Joint Venture Non-Profit Applicant. The questions at Part II.A.2.e. of the Application must be answered and the required documentation must be provided.

d. This Application is not designated as a Priority I Application.

Part II. Applicant and Development Team

A. Applicant

1. Indicate each of the Corporation program(s) applied for in this Application (see Application Instructions for permitted program combinations):

- Tax-Exempt Multifamily Mortgage Revenue Bonds (Corporation-Issued MMRB)
- Taxable Multifamily Mortgage Revenue Bonds
- ~~State Apartment Incentive Loan (SAIL)~~
- Housing Credits (HC) [Competitive 4% and/or 9%]
- Housing Credits (HC) [non-competitive 4% with Corporation-issued MMRB or Local Government-issued Tax-Exempt Bonds]
- HOME Investment Partnerships (HOME) Rental

2. Applicant Information:

a. Name of Applicant: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Facsimile: _____
 E-Mail Address (optional): _____

b. Federal Employer Identification Number: _____
 If not yet obtained, provide a copy of the completed, submitted application for the Federal Employer Identification Number behind a tab labeled "Exhibit 2".

c. Is Applicant a legally formed entity qualified to do business in the state of Florida as of the Application Deadline?

Yes No

Provide required documentation behind a tab labeled "Exhibit 3".

d. If applying for HC: Is the Applicant a limited partnership or limited liability company?

Yes No

~~e. Is the Applicant a Public Housing Authority created by section 421.04, Florida Statutes?~~

~~Yes No~~

e.f. Is the Applicant applying as a Non-Profit organization?

Yes No

If "Yes", the Applicant must respond to questions (1) and (2) below. If "No", skip Non-Profit status questions and proceed to question 3. below.

(1) Provide the following documentation for each Non-Profit entity:

- (a) attorney opinion letter behind a tab labeled "Exhibit 4"; and
- (b) IRS determination letter behind a tab labeled "Exhibit 5".

(2) Answer the following questions:

(a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes No

If "No", is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes No

(b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(e)(4) Non-Profit entity or is the Applicant or one of its general partners

or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

- Yes
- No

(c) ~~If "Yes" to either question at (a) and/or question (b) above, answer the following questions:~~

~~(i) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?~~

- Yes
- No

~~If "Yes", state the percentage owned in the general partnership or managing member interest:~~

~~_____ %~~

~~(d)(ii) Percentage of Developer's fee that will go to the Non-Profit entity: _____ %~~

~~(e)(iii) Provide the description/explanation of the role of the Non-Profit entity behind a tab labeled "Exhibit 6".~~

~~(f)(iv) Provide the names and addresses of the members of the governing board of the Non-Profit entity behind a tab labeled "Exhibit 7".~~

~~(g)(v) For each Non-Profit entity, provide the articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing behind a tab labeled "Exhibit 8".~~

~~(h)(vi) Year Non-Profit entity was incorporated: _____ (yyyy)~~

~~(i)(vii) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?~~

- Yes If "Yes", state name of the for-profit entity: _____

No

3. Provide the required information for the Applicant and for each Developer behind a tab labeled "Exhibit 9".

4. Contact Person for this Application:

First Name: _____ Middle Initial: _____

Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Facsimile: _____

E-Mail Address (optional): _____

Relationship to Applicant: _____

5. If Applying for HOME: Is the Applicant applying under the Community Housing Development Organization (CHDO) Set-Aside?

Yes

No

If "Yes", state CHDO Name: _____ and provide the required information behind a tab labeled "Exhibit 10".

B. Development Team

I. Developer or Ppincipal of Developer:

a. Name of each Developer (include all eo-Developers):

b. For each experienced Developer, provide an executed Developer or Principal of Developer Certification form behind a tab labeled "Exhibit 11". For each co-Developer without the required experience, provide the requested information behind a tab labeled "Exhibit 11".

- c. Provide the Developer's or Ppincipal of Developer's Prior Experience Chart behind a tab labeled "**Exhibit 11**".
2. Management Agent or principal of Management Agent:
 - a. Provide the executed Management Agent or Principal of Management Agent Certification form behind a tab labeled "**Exhibit 12**".
 - b. Provide the Management Agent's or principal of Management Agent's Prior Experience Chart behind a tab labeled "**Exhibit 12**".
3. General Contractor or qualifying agent of General Contractor:
 - a. Provide the executed General Contractor or Qualifying Agent of General Contractor Certification form behind a tab labeled "**Exhibit 13**".
 - b. Provide the Genrcal Contractor's or qualifying agent's Prior Experience Chart behind a tab labeled "**Exhibit 13**".
4. Architect or Engineer:

Provide the exccuted Architect or Engineer Certification form behind a tab labeled "**Exhibit 14**".
5. Attorney:
 - a. ~~MMRB, SAH~~ and HOME Applicants - provide the executed Attorney (~~MMRB, SAH~~, or HOME) Certification form behind a tab labeled "**Exhibit 15**".
 - b. HC Applicants - provide the executed Attorney (HC) Certification form behind a tab labeled "**Exhibit 16**".
6. Accountant:

Provide the executed Accountant Certification form behind a tab labeled "**Exhibit 17**".
7. Service Provider (Assisted Living Facility (ALF) Developments only):
 - a. Provide the executed Serviee Provider or Principal of Service Provider Ccertification form behind a tab labeled "**Exhibit 18**".
 - b. Provide the Service Provider's or principal of Service Provider's Prior Experienece Chart behind a tab labeled "**Exhibit 18**".

8. Guarantor(s) Information (MMRB Applicants only):

Provide the Guarantor Information Chart behind a tab labeled "Exhibit 19".

Part III. Proposed Development

A. General Development Information

1. Name of Development: _____

2. Location of Development Site:

a. Address of Development Site:

Street: _____

City: _____ State: _____ Zip: _____

b. Will the Development consist of Scattered Sites?

Yes No

If "Yes", for each of the sites, provide the Address, total number of units, and ~~the~~ a latitude and longitude coordinates behind a tab labeled "Exhibit 20".

c. Does the location of the proposed Development qualify as an Urban In-Fill Development, as defined in Rule Chapters 67-21 and 67-48, F.A.C.?

Yes No

If "Yes", to qualify as an Urban In-Fill Development for purposes of this Application, provide a properly completed and executed Local Government Verification of Qualification as Urban In-Fill Development form behind a tab labeled "Exhibit 21".

d. Is the proposed Development being revitalized utilizing HOPE VI funding?

- Yes
- No

If "Yes", to qualify as a HOPE VI Development for purposes of this Application, provide the required documentation behind a tab labeled "Exhibit 21".

e. County: _____

All Applicants must answer "Yes" or "No" to question (1) below. All HOME Applicants must also answer question (2) below.

(1) Is proposed Development located in the Florida Keys Area?

- Yes
- No

(2) HOME Applicants must answer the following questions:
~~Applications Only~~

Will the proposed HOME Development be located in either Alachua County or Leon County?

- Yes
- No

If "Yes", complete either (a) or (b) below, as applicable:

(a) Alachua County Developments - Is the Development located within Alachua County, but outside the boundaries of incorporated Gainesville?

- Yes
- No

If "Yes", provide the required letter from Alachua County behind a tab labeled "Exhibit 22".

(b) Leon County Developments - Is the Development located within Leon County but outside the boundaries of incorporated Tallahassee?

- Yes
- No

If "Yes", provide the required letter from Leon County behind a tab labeled "Exhibit 22".

f. Local Jurisdiction:

(1) Name of local jurisdiction where Development is located: _____ . If Development is located within a municipality (incorporated city, town, or village) the municipality must be specified.

(2) Chief elected official of jurisdiction:

First Name: _____ Middle Initial: _____

Last Name: _____

Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone No. (including area code): _____

g. Competitive HC and non-competitive HC Applicants must complete questions (1) through (4) below:

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a DDA, as defined in Section 42(d)(5)(c)(iii), IRC, as amended?

Yes No

If "Yes", indicate which DDA: _____

(b) Is the proposed Development located in a QCT as defined in Section 42(d)(5)(c)(ii), IRC, as amended?

Yes No

If "Yes", indicate QCT Number: _____ and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT behind a tab labeled "Exhibit 23".

(2) Is the Applicant applying for Housing Credits for eligible acquisition expenses?

Yes No

If "Yes", answer questions (a) through (g) below:

(a) Is/are the building(s) acquired or to be acquired from a related party?

Yes No

(b) Name of previous owner: _____

(c) Relationship to Applicant: _____

(d) Date Development originally placed in service: _____
(mm/dd/yyyy)

(e) Date (mm/dd/yyyy) and cost of last rehabilitation: _____

(f) Describe acquisition facts and circumstances relative to Section 42(d), IRC ("10-year rule"):

(g) Is a waiver of the 10-year rule being sought by the Applicant?

Yes No

Explain why or why not:

(3) Will this Development receive historic Housing Credits?

Yes No

If "Yes", what amount of historic Housing Credits will the Development receive? \$ _____

(4) Is the Applicant applying for Housing Credits for eligible Rehabilitation expenses?

Yes No

If "Yes", answer questions (a) and (b) below:

(a) Will the Rehabilitation cost as a percentage of the adjusted basis of each building be equal to or greater than 10%?

Yes No

(b) What is the estimated qualified basis in Rehabilitation expenses per set-aside unit within one 24-month period for the building(s) being Rehabilitated? \$_____

3. Development Category:

a. Select one category -

- New Construction (where 50% or more of the units are new construction)
- Acquisition and New Construction (acquisition plus 50% or more of the units are new construction) – Available for Applications requesting HOME Applications Only
- Rehabilitation/~~Substantial Rehabilitation~~ (where less than 50% of the units are new construction)
- Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ (acquisition plus less than 50% of the units are new construction)

b. If applying for MMRB ~~and/or SAIL~~—

(1) ~~If applying for MMRB through a Supplemental MMRB Application Cycle without SAIL,~~ will each residential building consist of 2 or more dwelling units?

Yes No

(2) ~~If applying for SAIL (SAIL only, HC and SAIL or MMRB and SAIL),~~ will each residential building consist of 5 or more dwelling units?

Yes No

4. Development Type: _____

5. Number of buildings with dwelling units: _____

6. Total number of units: _____

7. Unit Mix:

# of Bedrooms per Unit	# of Baths per Unit	# of Units per Bedroom Type

8. Previous Underwriting:

(a) Is this Development currently being underwritten or has it been underwritten previously by any Credit Underwriter under contract with Florida Housing Finance Corporation?

Yes No

If "Yes", identify the Credit Underwriter: _____

(b) Is there an existing LURA and/or EUA on any portion of the proposed Development site?

Yes No

If "Yes" and the Applicant is requesting HOME or Competitive HC, does the proposed Development meet one of the permitted exceptions outlined in paragraph 67-48.018(1)(c), F.A.C., for HOME, and/or paragraph 67-48.023(1)(c), F.A.C., for Competitive HC?

Yes No

9. Development Status:

a. Has Rehabilitation/~~Substantial Rehabilitation~~ or New Construction work commenced?

Yes No

(1) If "Yes" and Application is for New Construction, when were the building permits issued? _____
(mm/dd/yyyy)

(2) If "Yes" and Application is for Rehabilitation/~~Substantial Rehabilitation~~, were building permits required?

Yes – when were the building permits issued? _____
(mm/dd/yyyy)

No - when did the work commence? _____
(mm/dd/yyyy)

b. Is the Development complete? Yes No

If "Yes", when were the certificates of occupancy issued?
_____ (mm/dd/yyyy)

If certificates of occupancy were issued on more than one date, provide a listing of the issue-date for each building behind a tab labeled "Exhibit 24".

c. Are any of the units occupied? Yes No

d. If the proposed Development is not yet complete, what is the anticipated placed-in-service date? _____
(mm/dd/yyyy)

10. Proximity (~~MMRB, SAIL and/or~~ Competitive HC Applications Only):

a. For Applications involving a Public Housing Authority, provide the required information behind a tab labeled "Exhibit 25" and proceed to Part III. B. below.

b. For all other Applications:

(1) Provide the properly completed and executed Surveyor Certification form behind a tab labeled "Exhibit 25".

(2) Indicate the services that the Applicant is seeking proximity tie-breaker points for:

- Grocery Store
- Public School
- Medical Facility
- Pharmacy
- Public Bus Stop or Metro-Rail Stop

e. For pProximity of the proposed Development to the closest Development Address or latitude and longitude coordinates identified on the FHFC Development Proximity List (the List) (Maximum 3.75 Tie-Breaker Points),:

~~(+)~~ Indicate which of the following applies to this Application (Applicant may make only one selection even if more than one applies to the proposed Development):

- ~~(1)~~(a) The proposed Development is located in a Large County **AND** the location of the proposed Development qualified as an Urban In-Fill Development at Part III.A.2.c. of the Application **AND** the proposed Development does not qualify as a Location A Development at Part III.E.1.b.(1) of the Application.
- ~~(2)~~(b) The proposed Development is located in a Medium-Large County **AND** the location of the proposed Development qualified (i) as an Urban In-Fill Development at Part III.A.2.c. of the Application and (ii) is classified as a DDA and/or QCT as outlined in Part III.A.2.g. (1)(a) and/or (b) of the Application **AND** the proposed Development does not qualify as a Location A Development at Part III.E.1.b.(1) of the Application.
- ~~(3)~~(c) The Application qualified as a HOPE VI Development at Part III.A.2.d. of the Application.
- ~~(4)~~(d) The Applicant selected and qualified for the Homeless Demographic Commitment at Part III.D. of the Application.
- ~~(5)~~(e) The Applicant selected and qualified for the Farmworker/Commercial Fishing Worker Demographic Commitment at Part III.D. of the Application.
- ~~(6)~~(f) The Applicant selected the Rehabilitation/~~Substantial Rehabilitation~~ or Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ Development Category at Part III.A.3. of the Application **AND** the proposed Development involves the Rehabilitation/~~Substantial Rehabilitation~~ of an existing, occupied residential rental property currently in operation as of the Application Deadline **AND** the proposed Development does not qualify as a Location A Development at Part III.E.1.b.(1) of the Application.
- ~~(7)~~(g) None of the above applies to this Application.

~~(2) If (1)(g) above was selected, indicate which of the following applies to this Application:~~

~~⊖ (a) A Development identified on the List, serving the same demographic group, is located within 5 miles of the proposed Development, the location of the proposed Development qualifies for Set-Aside Location A, and the Applicant is applying for SAIL and MMRB, SAIL and HC, MMRB only or HC only.~~

~~⊖ (b) A Development identified on the List, consisting of 31 or more units, serving the same demographic group, is located within 2.5 miles of the proposed Development, and (i) the location of the proposed Development qualifies for Set-Aside Location A and the Applicant is applying for SAIL only, or (ii) the location of the proposed Development does not qualify for Set-Aside Location A.~~

~~⊖ (c) A Development identified on the List, consisting of 30 or fewer units, serving the same demographic group, is located within 1.25 miles of the proposed Development, and (i) the location of the proposed Development qualifies for Set-Aside Location A and the Applicant is applying for SAIL only, or (ii) the location of the proposed Development does not qualify for Set-Aside Location A.~~

~~⊖ (d) Both (b) and (c) apply.~~

~~⊖ (e) Neither (a), (b), (c) nor (d) applies.~~

B. Construction Features and Amenities

1. Required for All Developments:

Does the Applicant commit to provide the following items, as applicable, for the proposed Development?

Yes No

a. All Units for All Developments:

- Air conditioning in all units (window units are not allowed; however, through-wall units are permissible for rehabilitation);
- Window treatments for each window and glass door inside each unit;
- Termite prevention and pest control throughout the entire affordability period;
- Peephole on all exterior doors;
- Exterior lighting in open and common areas.

b. All Units in All Developments Except SRO:

- Cable or satellite TV hook-up in all units;
- Full-size range, oven and refrigerator in all units;
- At least two full bathrooms in all 3 bedroom or larger new construction units;
- Bath tub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units;

e. All SRO Developments:

- Minimum unit size of 110 square feet;
- Each unit must contain at least one full size single bed, a lockable storage compartment or chest of drawers and a vertical clothes closet measuring at least three feet wide;
- Each unit must contain a sink;
- At least one set of bathroom facilities for every 16 units (each bathroom facility must contain a ratio of at least one sink, one shower with curtain or door and one toilet with door for every 4 units);
- Community center or meeting room featuring a television with cable or satellite TV hook-up;
- Public transportation within ½ mile.

2. Optional Features and Amenities:

~~Except for MMRB and HC HOME~~ Applicants, if the proposed Development will consist of Scattered Sites (as stated by the Applicant at Part III.A.2.b.), does the Applicant make a commitment to locate each selected feature and amenity that is not unit-specific on each of the Scattered Sites, or no more than 1/16 mile from the site with the most units, the Tie-Breaker Measurement Point, or a combination of both?

Yes No

a. For New Construction Developments (Maximum available points for this category is 9 points):

- 30 Year expected life roofing on all buildings (2 points)
- Gated community with “earded” entry or security guard, or if 2 or more stories, “earded” secure entry to building (2 points)
- Ceramic tile bathroom floors in all units (2 points)
- Microwave oven in each unit (1 point)
- Marble window sills in all units (1 point)
- Steel exterior entry door frames for all units (1 point)
- At least 1½ bathrooms (one full bath and one with at least a toilet and sink) in all 2-bedroom new construction units (2 points) Note: In order to be eligible to select this feature, the Development must have at least one 2-bedroom unit.
- Double compartment kitchen sink in all units (1 point)
- Pantry in kitchen area in all units- must be no less than 20 cubic feet of storage space. Pantry cannot be just an under- or over-the-counter cabinet. (2 points)
- Dishwasher in all new construction units (1 point)
- Garbage disposal in all new construction units (1 point)

b. For Rehabilitation/~~Substantial Rehabilitation~~ Developments (Maximum available points for this category is 9 points):

- New kitchen cabinets and counter top(s) in all units (3 points)
- 30 Year expected life roofing on all buildings (2 points)
- Gated community with “carded” entry or security guard, or if 2 or more stories, “carded” secure entry to building (2 points)
- Ceramic tile bathroom floors in all units (2 points)
- Microwave oven inside each unit (1 point)
- Marble window sills in all units (1 point)
- Dishwasher inside each unit (1 point)
- Garbage disposals inside each unit (1 point)
- Steel exterior entry door frames for all units (1 point)
- Double compartment kitchen sink in all units (1 point)
- New bathroom cabinet(s), excluding medicine cabinet, in all units (1 point)
- New full-size range and oven in all units (1 point)
- New full-size refrigerator in all units (1 point)
- New plumbing fixtures in kitchen and bathroom(s) in all units (1 point)

c. For All Developments Except SRO (Maximum available points for

this category is 12 points):

- Emergency call service in all units (3 points)
- Exercise room with appropriate equipment (1 point)
- Community center or clubhouse (3 points)
- Swimming pool (2 points)
- Playground/tot lot, accessible to children with disabilities (must be sized in proportion to Development's size and expected resident population with age-appropriate equipment) (2 points)
- Car care area (for car cleaning/washing) (1 point)
- Two or more parking spaces per total number of units (1 point)
- Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least three permanent picnic tables with benches and an adjoining permanent outdoor grill (1 point)
- Outside recreation facility (such as shuffleboard court, putting green, tennis court, full basketball court, volleyball court, etc.). Facility must be identified here: _____ (2 points)
- Library consisting of a minimum of 100 books and 5 current magazine subscriptions (1 point)
- Computer lab on-site with minimum one computer per 50 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer (1 point)
- Each unit wired for high speed internet (1 point)

Applicant may select only one of the following two items:

- Laundry hook-ups and space for full-size washer and dryer inside each unit (1 point)
- Washer and dryer in a dedicated space with hook-ups within each unit, provided at no charge to the resident during the term of any lease (3 points)

Applicant may select only one of the following two items:

- Laundry facilities with full-size washers and dryers available in at least one common area on site (1 point)
- Laundry facilities with full-size washers and dryers available in at least one common area on every floor if Development consists of more than one story (2 points)

Applicants that selected Single Family Rental, ~~or Duplexes, or~~ /
Quadraplexes at Part III.A.4. may select any of the following:

- Garage for each unit which consists of a permanent, fully enclosable structure designed to accommodate one or more automobiles, either attached to the unit or detached but located on the same property, provided at no charge to the resident (3 points)
- Carport for each unit which consists of a permanent covered and paved area, attached to the unit and designed to accommodate one or more automobiles, provided at no charge to the resident (2 points)
- Fenced back yard for each unit which consists of a portion of the property behind each unit that is enclosed by a wood, privacy or chain link fence of a minimum height of 48". Direct access to the fenced back yard for each unit must be afforded solely by a door from that unit and no other unit. (2 points)

d. For SRO Developments (Maximum available points for this category is 12 points):

- Emergency call service in all units (3 points)
- Exercise room with appropriate equipment (2 points)
- Secure, enclosed bicycle storage (1 point)
- Cable or satellite TV hook-up in each unit (1 point)
- Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least three permanent picnic tables with benches and an adjoining permanent outdoor grill (1 point)
- Outside recreation facility (such as shuffleboard court, putting green, tennis court, full basketball court, volleyball court, etc.). Facility must be identified here: _____ (2 points)
- Library consisting of a minimum of 100 books and 5 current magazine subscriptions (1 point)
- Computer lab on-site with minimum one computer per 50 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer (1 point)

Applicant may select only one of the following two items:

- Laundry facilities with full-size washers and dryers available in at least one common area on site (1 point)

- Laundry facilities with full-size washers and dryers available in at least one common area on every floor if Development consists of more than one story (2 points)
- e. Energy Conservation Features for all units in the Development (Maximum available points for this category is 9 points):
 - (1) Heating – Applicant may select only one of the following three items:
 - Heat pump with a minimum HSPF of 8.2 instead of electric resistance (1 point)
 - Heat pump with a minimum HSPF of 8.5 instead of electric resistance (2 points)
 - Gas hydronic combo unit HVAC (2 points)
 - (2) Cooling – Applicant may select only one of the following three items:
 - Air conditioning with a minimum SEER rating of 14 (1 point)
 - Air conditioning with a minimum SEER rating of 15 (2 points)
 - Air conditioning with a SEER rating of 16 or better (3 points)
 - (3) Water Heating – Applicant may select only one of the following three items:
 - Gas water heater with energy factor of .61 or better (1 point)
 - Electric water heater with energy factor of .93 or better (1 point)
 - Tankless gas water heater (2 points)
 - (4) Insulation –

Wall insulation ratings are determined by the insulation material only, not the wall assembly materials. For mixed-type construction, the Applicant may only select the insulation option for the construction type that comprises 51 50 percent or more of the proposed Development.

- (a) Frame built construction (Applicant may select only one of the following two items):
- Wall insulation of a minimum of R-13 (1 point)
 - Wall insulation of R-15 or better (2 points)
- (b) Masonry/concrete block construction (Applicant may select only one of the following two items):
- Wall insulation of a minimum of R-7 (1 point)
 - Wall insulation of R-10 or better (2 points)

In addition, Applicant may select only one of the following two items:

- Attic insulation of R-30 or better (1 point)
 - Insulation of R-19 with radiant barrier on top floor only (1 point)
- (5) Windows (excluding windows on doors and sidelights) – Applicant may select only one of the following five items:
- Solar screens on all west and east facing windows (1 point)
 - Double-pane glass on all windows (2 points)
 - All windows double-pane with minimum solar heat gain coefficient of $\leq .50$ and minimum of $.75$ U Value (2 points)
 - All windows single-pane with minimum solar heat gain coefficient of $.58$ or better (2 points)

- All windows single-pane with shading coefficient of .67 or better (2 points)
 - (6) Energy Star Appliances:
 - Energy Star certified refrigerator and dishwasher in each unit (1 point)
 - (7) Other:
 - Ceiling fans in all bedrooms and living area in each unit (2 points)
3. Green Building (5 points):
- The Applicant commits to provide at least 10 of the Green Building options listed at Part III.B.3. of the Application Instructions

C. Ability to Proceed

1. Status of Site Plan Approval or Plat Approval:
- a. Multifamily Developments must provide a properly completed and executed Local Government Verification of Status of Site Plan Approval for Multifamily Developments form behind a tab labeled “**Exhibit 26**”.
- OR
- b. Single-Family Rental Developments must provide a properly completed and executed Local Government Verification of Status of Plat Approval for Single-Family Rental Developments form behind a tab labeled “**Exhibit 26**”.
2. Evidence of Site Control:
- Applicant must demonstrate site control by providing the following documentation:
- a. Provide a fully executed qualified contract for purchase and sale for the subject property behind a tab labeled “**Exhibit 27**”.
- OR
- b. Provide a recorded deed or recorded certificate of title behind a tab labeled “**Exhibit 27**”.

OR

- c. Provide a copy of the fully executed long-term lease behind a tab labeled “**Exhibit 27**”.
3. Evidence of Infrastructure Availability:
- a. Electricity – Provide a letter from the provider or a properly completed and executed Verification of Availability of Infrastructure – Electricity form behind a tab labeled “**Exhibit 28**”.
 - b. Water – Provide a letter from the provider or a properly completed and executed Verification of Availability of Infrastructure – Water form behind a tab labeled “**Exhibit 29**”.
 - c. Sewer, Package Treatment or Septic Tank – Provide a letter from the provider or a properly completed and executed Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form behind a tab labeled “**Exhibit 30**”.
 - d. Roads – Provide a letter from the appropriate Local Government or a properly completed and executed Verification of Availability of Infrastructure – Roads form behind a tab labeled “**Exhibit 31**”.
4. Evidence of Appropriate Zoning:
- a. New Construction Developments - Provide a properly completed and executed Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations form behind a tab labeled “**Exhibit 32**”.

OR

- b. ~~Rehabilitation/Substantial Rehabilitation~~ Developments – Provide a properly completed and executed Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations form or a properly completed and executed Local Government Verification That Permits Are Not Required For This Development form behind a tab labeled “**Exhibit 32**”.
5. Environmental Site Assessment (ESA):
- a. Phase I ESA – Provide a properly completed and executed Verification of Environmental Safety – Phase I Site Assessment form behind a tab labeled “**Exhibit 33**”.

- b. Phase II ESA – If applicable, provide a properly completed and executed Verification of Environmental Safety – Phase II Site Assessment form behind a tab labeled “**Exhibit 34**”.

D. Demographic Commitment

- 1. Elderly –
 - a. Will the proposed Development be an ALF?
 Yes No
 - b. Provide evidence of a local need for low-income Elderly housing (non-ALF or ALF) behind a tab labeled “**Exhibit 35**”.
- 2. Farmworker or Commercial Fishing Worker - Provide evidence of a local need for Farmworker or Commercial Fishing Worker housing behind a tab labeled “**Exhibit 35**”.
- 3. Homeless - Provide a properly completed and executed Verification of Inclusion in Local Homeless Continuum of Care Plan by Lead Agency form behind a tab labeled “**Exhibit 35**”. If no Local Homeless Assistance Continuum of Care Plan exists, evidence of a local need for Homeless housing must be provided behind a tab labeled “**Exhibit 35**”.
- 4. Family – Development will serve the general population.

E. Set-Aside Commitments

- 1. MMRB, ~~SAH~~ and HC Applications:
 - a. Minimum Set-Aside:
Select one of the following:
 - 20% of units at 50% Area Median Income (AMI) or lower
 - or
 - 40% of units at 60% AMI or lower

or

- HC Applicants Only - Deep rent skewing option as defined in Section 42, IRC, as amended
- or
- ~~SAIL Applicants Only - 100% of units below 120% AMI~~

b. Set-Aside Commitment:

(1) ~~Does Is the location of the proposed Development qualify as a within~~ Set-Aside Location A Development?

- Yes No

(2) If requesting Competitive HC, does the Applicant commit to set aside at least 50 percent of the ELI units for Special Needs Households?

- Yes No

If “Yes”, the Applicant must provide a properly completed and executed Applicant Notification to Special Needs Household Referral Agency form behind a tab labeled “Exhibit 36”.

(3) ~~(2)~~ All Applicants must enter all set-aside commitments (required set-asides and additional set-asides) on the total set-aside breakdown chart at either section (a) or, (b) below. The Applicant should complete each column of the applicable chart ~~in the section that is applicable to the program(s) it is applying for.~~

(a) If only applying for Competitive HC or non-competitive HC with Local Government-issued Tax-Exempt Bonds:

Percentage of Residential Units Commitment for Competitive HC or non-competitive HC	AMI Level
%	At or Below 25%
%	At or Below 28%
%	At or Below 30%
%	At or Below 33%
%	At or Below 35%
%	At or Below 40%

	%	At or Below 45%
	%	At or Below 50%
	%	At or Below 60%
Total Set-Aside Percentage:	%	

(b) If only applying for SAIL:

Percentage of Residential Units		AMI Level
Commitment for SAIL		
%		At or Below 25%
%		At or Below 28%
%		At or Below 30%
%		At or Below 33%
%		At or Below 35%
%		At or Below 40%
%		At or Below 45%
%		At or Below 50%
%		At or Below 60%
%		Below 120%
Total Set-Aside Percentage:	%	

(c) If applying for MMRB, SAIL and non-competitive HC Only:

Percentage of Residential Units				AMI Level
Commitment for MMRB	Commitment for SAIL	Commitment for non-competitive HC		
%	%	%	%	At or Below 25%
%	%	%	%	At or Below 28%
%	%	%	%	At or Below 30%
%	%	%	%	At or Below 33%
%	%	%	%	At or Below 35%
%	%	%	%	At or Below 40%
%	%	%	%	At or Below 45%
%	%	%	%	At or Below 50%
%	%	%	%	At or Below 60%
%	%	%	%	Below 120%
Total Set-Aside Percentage:	%	%	%	

(b)(d) If applying for MMRB and non-competitive HC Only through a Supplemental MMRB Application Cycle:

Percentage of Residential Units			AMI Level
Commitment for MMRB	Commitment for non-competitive HC		
%	%	%	At or Below 25%
%	%	%	At or Below 28%
%	%	%	At or Below 30%
%	%	%	At or Below 33%
%	%	%	At or Below 35%
%	%	%	At or Below 40%
%	%	%	At or Below 45%
%	%	%	At or Below 50%

	%	%	At or Below 60%
Total Set-Aside Percentage	%	%	

(e) — If applying for Competitive HC and SAIL Only:

Percentage of Residential Units		
Commitment for SAIL	Commitment for Competitive HC	AMI Level
%	%	At or Below 25%
%	%	At or Below 28%
%	%	At or Below 30%
%	%	At or Below 33%
%	%	At or Below 35%
%	%	At or Below 40%
%	%	At or Below 45%
%	%	At or Below 50%
%	%	At or Below 60%
%	%	Below 120%
Total Set-Aside Percentage:	%	%

2. HOME Applications:

**a. Minimum Number of HOME-Assisted Units Required by HUD
(Applicants requesting HOME Only or Competitive HC and HOME):**

- (1) HOME loan requested: \$ _____
- (2) Total Development Cost: \$ _____
- (3) % of Total Development Cost provided by HOME Loan _____ %
(Divide a. (1) by a. (2) and round up to the next whole percentage number)
- (4) Total number of units in Development: _____
- (5) Minimum number of HOME-Assisted Units required: _____
(Multiply a. (4) by a. (3), round up to the next whole number)
- (6) Minimum number of HOME-Assisted Units as a percentage: _____ %
(Divide a. (5) by a. (4) and round percentage to two decimal places)

b. Total Set-Aside Commitment (Applicants requesting HOME Only):

(1) Commitment to Set Aside Units Beyond the Minimum:

Does the Applicant commit to set aside additional HOME-Assisted Units beyond the minimum required by HUD?

- Yes
- No

If "Yes", answer the following questions:

~~(a)(1)~~ How many? _____

~~(b)(2)~~ Percentage of ADDITIONAL HOME-Assisted Units: _____% (divide number shown in b.(1)(a) by a.(4) and round percentage to two decimal places)

~~(c)(3)~~ Is the minimum number of HOME-Assisted Units required, as shown at a.(5), plus the additional HOME-Assisted Units, as shown at b.(1)(a), either equal to or less than the total number of units in the Development?

- Yes
- No

~~(2)e.~~ Total Set-Aside Percentage: _____% (add a.(6) and b.(1)(b) and round percentage to two decimal places)

~~(3)d.~~ Summary of HOME-Assisted Units:

~~(a)(1)~~ Low HOME Rent Units _____

~~(b)(2)~~ High HOME Rent Units _____

~~(c)(3)~~ Total HOME -Assisted Units _____

3. Affordability Period for MMRB, ~~SAH~~, HOME and HC Applications:

Applicant irrevocably commits to set aside units in the proposed Development for a total of _____ years.

F. Resident Programs

1. Qualified Resident Programs for Non-Elderly and Non-Homeless Developments (Maximum 6 Points):

- a. Welfare to Work or Self-Sufficiency Type Programs (1 point)

Identify the program and the contact person:

(Name of welfare to work or self-sufficiency type program)

(Name of Contact Person)

(Telephone Number)

(Address)

b. Homeownership Opportunity Program:

(1) Financial Assistance with Purchase of a Home (2 points)

OR For HC Single Family Rental Developments Only

(2) Financial Assistance with Purchase of a Unit in the Development (1 point)

c. After School Program for Children (3 points)

d. First Time Homebuyer Seminars (1 point)

e. Literacy Training (2 points)

f. Job Training (2 points)

2. Qualified Resident Programs for Homeless Developments - SRO and Non-SRO (Maximum 6 Points):

a. The following resident programs are available for SRO Developments only:

(1) Staffed kitchen/Cafeteria (3 points)

(2) Daily Activities (3 points)

b. The following resident programs are available for Non-SRO Developments only:

(1) Homeownership Opportunity Program:

(a) Financial Assistance with Purchase of a

Home (2 points)

OR for HC Single Family Rental Developments Only

- (b) Financial Assistance with Purchase of a Unit in the Development (1 point)

- (2) After School Program for Children (3 points)

- (3) First Time Homebuyer Seminars (1 point)

c. The following resident programs are available for both SRO and Non-SRO Developments:

- (1) Welfare to Work or Self-Sufficiency Type Programs (1 point)

Identify the program and the contact person:

(Name of welfare to work or self-sufficiency type program)

(Name of Contact Person) (Telephone Number)

(Address)

- (2) Literacy Training (2 points)

- (3) Job Training (2 points)

3. Qualified Resident Programs for Elderly Developments (Maximum 6 Points):

a. The following resident programs are available for Elderly Non-ALF Developments only:

- (1) Daily Activities (3 points)

- (2) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry (1 point)

- (3) Resident Assurance Check-In Program (2 points)

- (4) Manager On-Call 24 Hours Per Day (2 points)

b. The following resident programs are available for Elderly ALF Developments only:

- (1) Medication Administration (3 points)
- (2) Services for Persons with Alzheimer's Disease and Other Related Disorders (3 points)

c. The following resident programs are available for both Elderly Non-ALF and Elderly ALF Developments:

- (1) Private Transportation (3 points)
- (2) Literacy Training (2 points)
- (3) Computer Training (2 points)

4. Qualified Resident Programs for ALL Applicants (Maximum 8 Points):

- a. Health and Wellness
 - (1) For All Developments Except Elderly ALF Developments:
 - (a) Health Care (2 points)
 - (b) Health and Nutrition Classes (2 points)
 - (e) Mentoring (2 points)

OR

- (2) For Elderly ALF Developments only:
 - (a) Health and Wellness Services and Activities (2 points)
 - (b) Mentoring and Intergenerational (2 points)
- b. Resident Activities (2 points)
- c. Financial Counseling (2 points)
- d. English as a Second Language (2 points)

- e. Resident Assistance Referral Program (2 points)
- f. Swimming Lessons (2 points)
- g. Life Safety Training (2 points)

G. HOME Uniform Relocation Act (HOME Applicants Only)

1. Does any portion of the Development involve rehabilitation work?
 - Yes - Complete both questions 2 & 3
 - No - Complete question 3 only

2. Tenant Relocation Information for Existing Properties:
 - a. Are there any units occupied?
 - Yes - Complete items b. – f.
 - No - Skip items c. – f.

 - b. How many total units now exist in the development? _____

 - c. How many units are occupied? _____

 - d. Based on the income information of each tenant, is permanent relocation (displacement) anticipated during or after the rehabilitation period?
 - Yes - Number of units affected: _____
 - No

 - e. During rehabilitation, will temporary relocation of any tenants be required?
 - Yes - how many tenants will require temporary relocation? _____
 - No

 - f. Provide one copy of the required information in a separate notebook entitled "Relocation Documentation."

3. **Uniform Relocation Act (URA) Acquisition Information (New Construction and Rehabilitation Developments):**

a. Does the Applicant own the Development site as documented in the Site Control section of this Application?

Yes - Provide a narrative regarding the acquisition behind a tab labeled "**Exhibit 37 36**" and skip items b. through d. below

No - Answer item b. below

b. Is Applicant a private company?

Yes - Provide a copy of the notice provided to the seller behind a tab labeled "**Exhibit 38 37**" and skip items e. and d. below

No - Answer item c. below

c. Is Applicant a public (government) Applicant?

Yes - Answer item d. below

No - Skip item d. below

d. Does the Applicant have eminent domain power?

Yes - Provide a copy of the required notice behind a tab labeled "**Exhibit 38**"

No - Provide the required information behind a tab labeled "**Exhibit 38**"

H. HOME Certification of Consistency With the Consolidated Plan (HOME Applicants Only)

Provide documentation evidencing certification of consistency with Consolidated Plan behind a tab labeled "**Exhibit 39**".

I. HOME Other Federal Requirements (HOME Applicants Only)

1. Federal Labor Requirements:

Does the Development consist of 12 or more HOME-Assisted Units to be constructed under a single contract?

- Yes
- No

2. Debarment and Suspension:

Provide the executed Contractor Certification behind a tab labeled “**Exhibit 40**”.

3. Lead Based Paint:

a. Did the Applicant answer “Yes” to question G.1. in this Application?

- Yes – answer item b. below
- No – skip items b. and c. below

b. Was the Development to be rehabilitated built before 1978?

- Yes – answer item c. below
- No – skip item c. below

c. Is the Applicant purchasing the property?

- Yes - Provide a copy of the executed Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards form behind a tab labeled “**Exhibit 41**”.
- No

4. Match:

List the amount of each source of Match and provide the required documentation behind a tab labeled “**Exhibit 42**” :

- a. Source(s)
 - \$ _____
 - \$ _____
 - \$ _____
 - \$ _____
 - \$ _____
- b. Total Match Amount: \$ _____

Part IV. Local Government Support

A. Contributions – MMRB, SAIL, HC and HOME Applications

1. If the proposed Development does not meet one or more of the criteria listed in the Application Instructions to be eligible for an automatic 5 points, has a Local Government committed to provide a contribution to the proposed Development?

- Yes No

If “Yes”, provide the following:

a. The applicable Local Government Verification of Contribution form(s):

- (1) Local Government Verification of Contribution – Grant form behind a tab labeled “**Exhibit 43**”;
- (2) Local Government Verification of Contribution – Fee Waiver form behind a tab labeled “**Exhibit 44**”;
- (3) Local Government Verification of Contribution – Loan form behind a tab labeled “**Exhibit 45**”; and/or
- (4) Local Government Verification of Contribution – Fee Deferral form behind a tab labeled “**Exhibit 46**”.

b. The payment stream for all present value calculations (if contribution consists of a loan or deferred fee) and the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) must be provided behind the applicable exhibit tab.

2. For each Local Government contribution the Development will receive:

a. Enter the type of contribution (grant, loan, fee waiver or fee deferral) and the value (net present value for loans and fee deferrals) of each contribution:

Type	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

b. Enter the total value of the Local

Government contribution(s): \$ _____

B. Incentives

- 1. If the Local Government provides an expedited permitting process for affordable housing, provide the Local Government Verification of Affordable Housing Incentives – Expedited Permitting Process for Affordable Housing form behind a tab labeled “**Exhibit 47**”.
- 2. If the Local Government has an on-going and current process for providing contributions to affordable housing properties or developments, provide the Local Government Verification of Affordable Housing Incentives – Contributions to Affordable Housing Properties or Developments form behind a tab labeled “**Exhibit 48**”.
- 3. If the Local Government currently makes available to affordable housing properties or developments the modification of fee requirements, including reduction or waiver of fees and alternative methods of fee payment, provide the Local Government Verification of Affordable Housing Incentives – Modification of Fee Requirements for Affordable Housing Properties or Developments form behind a tab labeled “**Exhibit 49**”.
- 4. If the Local Government currently has a process, established by ordinance, resolution, plan or policy, that requires consideration of the impact of proposed policies, ordinances, regulations, or plan provisions on the cost of affordable housing prior to adoption of such policies, ordinances, regulations, or plan provisions, provide the Local Government Verification of Affordable Housing Incentives – Impact of Policies, Ordinances, Regulations or Plan Provisions on Cost of Affordable Housing Properties or Developments form behind a tab labeled “**Exhibit 50**”.

Part V. Financing

A. Funding:

1. Funding Request:

- Tax-Exempt Multifamily Bonds \$ _____
- Taxable Multifamily Bonds \$ _____
- SAIL \$ _____

- Competitive HC (annual amount) \$ _____
- Non-competitive HC (annual amount) \$ _____
- HOME \$ _____

a. ~~SAIL Applicants~~

~~(1) An Applicant may request a SAIL loan in excess of 25 percent of Total Development Cost if it meets at least one of the eligibility requirements listed at Part V.A.1.c.(2)(a) of the Application Instructions.~~

~~If Is the Applicant is applying for a loan in excess of 25 percent of Total Development Cost based on this provision of the Application Instructions?~~

~~Yes No~~

~~If "Yes," evidence of the Applicant's eligibility must be provided behind a tab labeled "Exhibit 51."~~

~~(2) An Applicant may request a SAIL loan in an amount that does not exceed 35 percent of Total Development Cost if it meets one of the eligibility requirements listed at Part V.A.1.c.(2)(b) of the Application Instructions. The Applicant's eligibility to make this request will be verified by the Corporation during the scoring process.~~

b. HOME Applicants –

Total maximum HOME subsidy allowed: \$ _____

Provide a chart behind a tab labeled "Exhibit 51 52" showing the calculation of the total maximum HOME subsidy the Applicant may request based on the Corporation limits.

2. ~~Supplemental Loan Amount:~~

a. ~~Minimum required number of ELI units and maximum number of units on which the Supplemental Loan Amount will be computed:~~

~~(1) Total units in Development _____
(Part III.A.6. of the Application)~~

(2) Percentage of total units set aside for ELI Households _____
(Part III E.1.b.(2) of the Application)

(3) Number of units set aside for ELI Households— a.(1) times a.(2) [rounded up to next whole unit] _____

(4) For Applicants Requesting Competitive HC or Competitive HC/SAIL:

(a) Minimum number of ELI units required— 10% of total units [a.(1) times .10, rounded up] _____

(b) Maximum number of ELI units— 20% of total units [a.(1) times .20, rounded up] _____

(c) Additional ELI units (above the 10% minimum) eligible for Supplemental Loan Amount [a.(3) minus a.(4)(a)] _____

b. ~~Supplemental Loan Amount Calculation for additional ELI units:~~

(1) For Applicants NOT Requesting Competitive HC— Supplemental Loan Amount based on units set aside for ELI Households up to maximum of 10% of total units [a.(3) times \$85,000] _____ \$ _____

(2) For Applicants Requesting Competitive HC or Competitive HC/SAIL— Supplemental Loan Amount based on units set aside for ELI Households above the minimum required up to maximum of 10% above the minimum [a.(4)(c) times \$85,000] _____ \$ _____

~~2. 3.~~ Designation (MMRB, SAHL and Applicants requesting HC Applicants): _____

If selecting the Preservation designation, the Applicant must provide the required evidence of eligibility behind a tab labeled “Exhibit 52 53”.

~~3. 4.~~ Other Funding:

a. If a PLP loan has been awarded for this Development, provide the following information:

Corporation File # Amount of Funding
 _____ \$ _____

b. Other Corporation funds that will be used as a source of financing for this construction project:

	Corporation Program	Corporation File #	Amount of Funding
(1)	SAIL	_____	\$ _____
(2)	Tax-Exempt MMRB	_____	\$ _____
(3)	Non-competitive HC	_____	\$ _____
(4)	Taxable MMRB	_____	\$ _____

c. If Local Government-issued Tax-Exempt Bond proceeds, excluding 501(c)(3) bonds, will be used to finance this construction, provide the following information:

_____ \$ _____
 (Tax-Exempt Bond source) (Tax-Exempt Bond amount)

B. Finance Documents

All Applicants must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

All Applicants must complete and attach the Commitment to Defer Developer Fee form, if applicable, behind a tab labeled “**Exhibit 53 54**”.

C. MMRB Applicants Only (Threshold)

Provide the following information:

1. Credit Enhancer:

Term: _____ Expected Rating: _____

OR

2. Private Placement / Name of Purchaser: _____

Term: _____ Expected Rating: _____

Provide the Credit Enhancer’s Commitment or Bond Purchaser’s Letter of Interest behind a tab labeled “**Exhibit 54 55**”.

D. Non-Corporation Funding Commitment(s)

Applicants are not required to provide any documentation for anticipated funding from the American Recovery and Reinvestment Act of 2009. However, for ~~Attach~~ all other funding commitment(s) and letter(s) of intent executed by the lender(s) or other source(s), Applicants must provide the ~~Insert~~ documentation for each source directly behind its own tab beginning with a tab labeled “Exhibit ~~55-56~~” and continuing with sequentially numbered tabs for each exhibit.

Addenda

You may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify in detail the particular Part, Section, Subsection, etc., to which the additional information or explanatory addendum applies.

2009 Universal Cycle – Declaration of Priority I Related Applications

The following is a listing of the Development Name and County for All of the Related Applications within the Pool of Related Applications designated as Priority I Applications.

<u>Development Name for Each Related Application Designated as a Priority I Application</u>	<u>County (where Development will be located)</u>

If this declaration form contains corrections or 'white-out' or if it is scanned, imaged, altered or retyped, the Application will be deemed to be a Priority II Application. This form may be photocopied.

2009 ~~2008~~ Universal Application Instructions
Multifamily Mortgage Revenue Bonds (MMRB) Program
~~State Apartment Incentive Loan (SAIL) Program~~
HOME Investment Partnerships (HOME) Rental Program
Housing Credit (HC) Program

Applicants are encouraged to review Rule Chapters 67-21 and/or 67-48, F.A.C., and the following Instructions before completing and submitting the Universal Application. Unless otherwise provided in these Instructions and the Application, capitalized terms are as defined in the rule chapters. Program requirements do not necessarily meet all non-Corporation funding or allocation requirements. Applicants are responsible for ensuring that their developments meet all applicable laws and regulations.

GENERAL INSTRUCTIONS

The following instructions must be followed by Applicants in preparing, assembling, and submitting the Application:

Applications may be submitted online at www.floridahousing.org. Regardless of whether an Applicant chooses to submit an Application online, all Applicants must submit:

- One printed version of the completed Application, including applicable exhibits and the Applicant Certification and Acknowledgement exhibit with an original signature. The Applicant must label this printed version of the Application as the “Original Hard Copy”;
- Three photocopies of the “Original Hard Copy”;
- MMRB Applicants that anticipate participating in HUD Risk Sharing must submit one additional photocopy of the “Original Hard Copy”.

The Applicant must ensure that the online Application (if applicable), the “Original Hard Copy” and the photocopies of the Application are all identical. The Corporation will first consider the Application submitted online (if applicable). If for any reason all or part of the information in the online Application is inaccessible, the Corporation will consider the “Original Hard Copy” of the Application. The Corporation will only consider the exhibits submitted as part of the “Original Hard Copy”. Notwithstanding the foregoing, if the Corporation determines that issues substantially and adversely impact the actual or perceived efficiency, reliability, or accuracy of the online Application process, then the Corporation will consider only the “Original Hard Copy” of an Application, of a group of Applications, or of all Applications.

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if:

- the “Original Hard Copy” of the Application fails to contain the Applicant Certification and Acknowledgement exhibit with an original signature; or

- less than one “Original Hard Copy” and three photocopies of the completed Application, are submitted; or
- the “Original Hard Copy” of the Application fails to contain the Application fee and (for MMRB Applications) the TEFRA fee.

The Application labeled “Original Hard Copy” and the photocopies must be bound in separate three-ring binders with a clear plastic front pocket with numbered index tabs for each exhibit. Open plastic sleeve tabs will NOT be acceptable. It is important that each Application be legible and in proper order to ensure accurate scoring by the Corporation. Each page and applicable exhibit of the Application must be accurately completed, and Applicants must provide all requested information. Failure to provide the requested information and documentation shall result in failure to meet threshold for threshold items, failure to achieve maximum points for point items, rejection of the Application for rejection items, reclassification of a Priority I Application to Priority II as provided in Part I.B. of these instructions, or a combination of the foregoing.

Applications with Local Government-issued Tax-Exempt Bond financing applying for non-competitive HC: Submit one original Application labeled “Original Hard Copy” and only one photocopy of the “Original Hard Copy” containing all completed information in the Application using the Corporation’s online Application.

Applications must be received by the Corporation and clocked in by 5:00 p.m., Eastern Time, on the Application Deadline. No Applications will be Received at the Corporation’s offices via facsimile or other electronic transmissions, except for on-line submission. The Application fee, plus the TEFRA fee for MMRB Applications, must be paid by check or money order, payable to Florida Housing Finance Corporation.

Applications must be submitted on exhibit forms and pages that are contained in the Application Package. Exhibit forms or pages that are drafts or that are from a previous Application cycle will not be considered.

Do not retype, scan, image, or alter any page or exhibit in the Application Package. For all pages and exhibits in the Application Package except for the Declaration of Priority I Related Applications form, this will cause the Application to fail threshold. Additional information that is placed on the face of a page or exhibit that does not obscure the printed words is NOT considered an alteration of the page or exhibit. However, the additional information cannot change the meaning or intent of the page or exhibit. Additional information should be presented in an asterisk or footnote format or presented as an explanatory addendum to the page or exhibit.

All information contained in an Application is subject to independent review, analysis and verification by the Corporation or its agents.

IMPORTANT: Periodically throughout the Application, scoring and appeals process, all Applicants should check the Corporation’s Website for updated information concerning the Universal Application cycle. The Website address is www.floridahousing.org.

SPECIFIC INSTRUCTIONS

Part I. Applicant Certification / Related and Priority I Applications Acknowledgement

A. Applicant Certification

All Applicants must provide behind a tab labeled “**Exhibit 1.A.**” a properly completed and executed Applicant Certification and Acknowledgement form. Applications without a properly completed Applicant Certification and Acknowledgement form, executed with an original signature, contained in the Application labeled “Original Hard Copy” will be rejected automatically without the opportunity to cure. Signatures in blue ink are preferred.

B. Related Applications and Priority I Application Designation (Applies only to MMRB, SAIL and Competitive HC Applications)

1. For a non-related Application to be designated a Priority I Application, the Applicant must answer “No” to the question at Part I.B.1. of the Application.
2. For a Related Application to be designated a Priority I Application, as of Application Deadline (i) the Applicant must correctly answer the applicable questions at Part I.B.1. and I.B.2. of the Application, and (ii) the Applicant must provide the Declaration of Priority I Related Applications form listing the corresponding Development, and (iii) the Declaration of Priority I Related Applications form cannot be retyped, scanned, imaged or altered. This designation cannot be revised or supplemented after the Application Deadline.
3. There is no limit to the number of Related Applications within a Pool of Related Applications that may be submitted. However, within a Pool of Related Applications no more than six (6) Applications, all of which must be the same across the Pool of Related Applications, may be designated as Priority I Applications. Of those six (6) Priority I Applications, the following limitations apply: (i) no more than three (3) Applications may be Non-Joint Venture Applications, and (ii) no individual Public Housing Authority or Non-Profit may participate in more than three (3) Priority I Joint Venture Applications among all of the Priority I Joint Venture Applications submitted by all of the Applicants in the Funding Cycle.
4. Each Priority I Related Application must include a completed Declaration of Priority I Related Applications form behind a tab labeled “Exhibit I.B.” listing the Development Name and County for all of the Priority I Related Applications within the Pool of Related Applications submitted in this Funding Cycle. The form must be included in all of the Priority I Related Applications (Non-Joint Venture Applications and Joint Venture Applications) and the form that is

included in each designated Priority I Application must contain the identical information as the form included in the other Priority I Related Applications.

5. The Applicant must indicate at Part I.B. of the Application whether the Application is a Related Application. If the Applicant fails to indicate whether an Application is a Related Application (fails to answer the question at Part I.B.1. of the Application), the Application will automatically be deemed to be a Priority II Application.
6. If the Application is a Related Application, the Applicant must indicate at Part I.B.2. of the Application whether it is a Non-Joint Venture Application designated as a Priority I Application, a Joint Venture Application designated as a Priority I Application where the Applicant is a Joint Venture Public Housing Authority Applicant, a Joint Venture Application designated as a Priority I Application where the Applicant is a Joint Venture Non-Profit Applicant, or the Application is not designated as a Priority I Application. If an Applicant fails to indicate whether the Application is (i) a Priority I Non-Joint Venture Application (fails to answer the question at Part I.B.2.a. of the Application), or (ii) a Priority I Joint Venture Application (fails to answer the applicable question at Part I.B.2.b. or Part I.B.2.c. of the Application), the Applicant will be deemed to have selected Part I.B.2.d. of the Application and the Application will automatically be deemed to be a Priority II Application.
7. If the Applicant fails to indicate whether an Application is a Related Application (fails to answer the question at Part I.B.1. of the Application) or indicates that the Application is not a Related Application (answers "No" to the question at Part I.B.1. of the Application) and, notwithstanding the provision at subsection 67-48.004(7), F.A.C., it is determined that an Application is a Related Application, the Application and all other Related Applications will automatically be deemed to be Priority II Applications and may be subject to section 420.507(35), F.S., and subsection 67-48.004(12), F.A.C.
8. If the Application is a Priority I Joint Venture Application and, notwithstanding the provision at subsection 67-48.004(7), F.A.C., it is determined that the Public Housing Authority or Non-Profit participating in the Priority I Joint Venture Application is a participant in more than three (3) Priority I Joint Venture Applications or more than three (3) Priority I Non-Joint Venture Applications among all of the Priority I Applications submitted by all of the Applicants in the Funding Cycle, then all Priority I Applications (Joint Venture and Non-Joint Venture) in which the Public Housing Authority or Non-Profit is participating will automatically be deemed to be Priority II Applications and may be subject to section 420.507(35), F.S., and subsection 67-48.004(12), F.A.C.
9. All Applications designated as Priority I Applications within a Pool of Related Applications will be deemed by the Corporation to be Priority II Applications if (i) the Declaration of Priority I Related Applications form is not provided in each

Application designated as a Priority I Application within the Pool of Related Applications, as required in paragraph B.4. above or (ii) it is determined that the number of Applications designated as Priority I Applications within the Pool of Related Applications exceeds the limitations outlined in paragraph B.3. above.

10. During the ranking process, as outlined in the Ranking and Selection Criteria section of the Application Instructions, preference will be given to Priority I Applications. For ranking purposes, regardless of whether an Application is designated by the Applicant as a Priority I Application, such Application's designation will be deemed to be Priority II if the Application is not determined to be within the Group 1 Total Score Classification.

Part II. Applicant and Development Team

A. Applicant

1. Select the program(s) applied for in this Application.

In accordance with Rule Chapters 67-21 and 67-48, F.A.C., only one Application may be submitted for each subject property.

The Application may be submitted for only ONE of the following:

- Corporation-issued MMRB and non-competitive HC through a Supplemental MMRB Application Cycle
- Competitive HC and HOME only if the Applicant selected and qualified for the Homeless Demographic at Part III.D. of the Application
- ~~Corporation-issued MMRB, SAIL and non-competitive HC~~
- ~~SAIL and Competitive HC only if the Applicant selected and qualified for (i) the Florida Keys Area Designation at Part V.A. of the Application, (ii) the Homeless Designation at Part V.A. of the Application and has requested a SAIL amount equal to at least 10 percent of the Development's Total Development Cost, or (iii) the proposed Development will be located in a county with an area median income (AMI) of \$44,100 or less.*~~
- Competitive HC only
- ~~SAIL only~~
- HOME only
- non-competitive HC with Local Government-issued Tax-Exempt Bonds

* ~~The Corporation deems that only the following counties have an AMI of \$44,100 or less: Calhoun, Citrus, Columbia, DeSoto, Dixie, Franklin, Glades, Gulf, Hamilton, Hardee, Hendry, Highlands, Holmes, Jackson,~~

~~Lafayette, Levy, Liberty, Madison, Marion, Okeechobee, Putnam, Sumter, Suwannee, Taylor, Union and Washington.~~

If funding is received from more than one Corporation program, the Applicant will be required to comply with the most restrictive program requirements.

For purposes of the Universal Application Cycle, Corporation-issued HOME funding cannot be combined with any other Corporation financing or allocation from a ~~current or~~ previous ~~Funding Cycle~~, excluding PLP funds, and may only be combined with Competitive HC in the current Funding Cycle if the Applicant selected and qualified for the Homeless Demographic Commitment at Part III.D. of the Application. For purposes of these instructions, Local Government-issued Tax-Exempt Bonds will be deemed to be Corporation funds.

~~SAH Applicants that have Local Government-issued Tax-Exempt Bonds as a funding source and wish to obtain non-competitive HC must submit a separate Application for the non-competitive HC. The separate Application must be submitted in accordance with the Qualified Allocation Plan and is not subject to the Application Deadline, but is subject to the Application requirements of paragraph 67-48.027(2)(m), F.A.C.~~

2. Applicant Information

- a. Enter requested information for Applicant.
- b. Enter Applicant's Federal Employer Identification Number. If the Federal Employer Identification Number has not yet been obtained, provide a copy of the completed, submitted application for that number behind a tab labeled "**Exhibit 2**".
- c. Applicant must be a legally formed entity [i.e., limited partnership, corporation, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. Except for public housing authorities, Applicant must include behind a tab labeled "**Exhibit 3**" a copy of the valid Certificate of Good Standing from the Florida Secretary of State.
 - (1) If applying for HC, the Applicant must be a limited partnership (including a limited liability limited partnership) or a limited liability company. For Competitive HC Applicants, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation has been executed by all parties, replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named

Applicant will require Board approval prior to the change. The Applicant entity may be changed without Board approval after a Final Housing Credit Allocation (IRS Forms 8609) has been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity prior to the execution of a Carryover Allocation Agreement or without Board approval prior to the issuance of the Final Housing Credit Allocation Agreement will result in a disqualification from receiving funding and shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership or member of a limited liability company owning the syndicating interest therein will not result in disqualification.

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

- d. If the Applicant applies as a Non-Profit entity it must remain a Non-Profit entity. The Non-Profit entity understands and acknowledges that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period. If the Applicant is applying as a Non-Profit entity, failure to include the attorney opinion letter behind a tab labeled "**Exhibit 4**" and the IRS determination letter behind a tab labeled "**Exhibit 5**" will result in disqualification as a Non-Profit entity and failure to meet threshold.

If the Applicant applies as a Non-Profit entity, describe the role of the Non-Profit entity in the Development and how the Non-Profit entity is substantially and materially participating in the management and operation of the Development. In the event the percentage distribution of Developer's fee and/or annual net profits to the Non-Profit entity is/are different from the ownership percentage, provide an explanation for such difference and how the Non-Profit entity is substantially and materially participating in the management and operation of the Development. Provide the description/explanation of the role of the Non-Profit entity behind a tab labeled "**Exhibit 6**". Provide the names and addresses of the governing board of the Non-Profit entity behind a tab labeled "**Exhibit 7**". Provide the articles of incorporation demonstrating that one of the

purposes of the Non-Profit entity is to foster low income housing behind a tab labeled **“Exhibit 8”**.

3. Principals General and Limited Partner(s), Member(s), Officers, Directors and Shareholders for the Applicant and for each Developer.
 - a. For a Limited Partnership, provide a list, as of Application Deadline, of the following: (i) the Principals of the Applicant, including percentage of ownership interest of each, and (ii) the Principals limited partner(s) for each Developer, and the officers, directors, managers, members, partners (general and limited) and shareholders of the general partner(s) for each Developer. Provide this information behind a tab labeled **“Exhibit 9”**. This list must include warrant holders and/or option holders of the proposed Development.
 - b. For a Limited Liability Company, provide a list, as of Application Deadline, of the following: (i) the Principals of the Applicant, including percentage of ownership interest of each, and (ii) the Principals member(s) for each Developer, and the officers, directors, managers, members, partners (general and limited) and shareholders of majority in interest or elected managing member(s) for each Developer. Provide this information behind a tab labeled **“Exhibit 9”**. This list must include warrant holders and/or option holders of the proposed Development.
 - c. For all other entities, provide a list, as of Application Deadline, of the following: (i) the Principals of the Applicant, including percentage of ownership interest of each, and (ii) the Principals officers, directors and shareholders for each Developer. Provide this information behind a tab labeled **“Exhibit 9”**.
4. Enter requested information for Contact Person.
5. If applying for HOME, in order to be eligible to apply under the HOME Community Housing Development Organization (CHDO) set-aside, provide behind a tab labeled **“Exhibit 10”**, a letter from the Florida Housing Finance Corporation HOME Program, dated not prior to 12 months preceding the Application Deadline, which designates the Applicant as a CHDO. The service area of the CHDO must include the area in which the proposed Development site is to be located. If the Applicant wishes to apply as a CHDO, but has not yet been so designated, it may apply for CHDO status by providing a properly completed FHFC CHDO checklist along with all appropriate exhibits behind a tab labeled **“Exhibit 10”**. The CHDO checklist is incorporated by reference and available on the Corporation’s Website. All required information for designation of the Applicant as a CHDO must be provided not later than the date that signifies the end of the cure period outlined in Rule 67-48.004, F.A.C.

If the Applicant applies as a CHDO but does not provide the appropriate documentation evidencing its status as a CHDO in accordance with HUD requirements and this Application, the subject Application will not qualify to compete in the CHDO set-aside but may compete with other non-CHDO Applications.

B. Development Team

The past performance record of the development team, which consists of Developer, Management Agent, General Contractor, Architect/Engineer, Attorney, Accountant, and, if the proposed Development is an Assisted Living Facility (ALF), the Service Provider, c.g., failure to place-in-service a development or project which received a Housing Credit Allocation; failure to comply with previously executed loan documents; failure to comply with program rules; failure to comply with Section 42, IRC; and/or failure to comply with a Land Use Restriction Agreement or an Extended Use Agreement, will be verified during credit underwriting. Development teams with an unsatisfactory past performance record may receive a negative recommendation from the Credit Underwriter.

1. Developer or Pprincipal of Developer (Threshold)

The identity of the Developer(s) listed in this Application may not change until the construction or Rehabilitation/~~Substantial Rehabilitation~~ of the Development is complete, unless approved by the Board as provided in Rule 67-48.004, F.A.C.

- a. Provide name of each Developer, including all co-Developers.
- b. Certification - Provide a completed Developer or Principal of Developer Certification form behind a tab labeled “**Exhibit 11**” for each Developer with experience. Also behind a tab labeled “**Exhibit 11**”, provide the name, Address, telephone and facsimile numbers, e-mail address, if available, and the relationship of the co-Developer to the Applicant for any co-Developer that does not have the required experience.
- c. Prior Experience Chart – Each experienced Developer or Pprincipal of Developer must demonstrate experience in the completion; i.e., the certificate of occupancy has been issued for at least one building, of at least two affordable rental housing developments, at least one of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, by providing a prior experience chart behind a tab labeled “**Exhibit 11**”. If providing experience acquired from a previous affordable housing Developer entity, the person signing the Developer or Principal of Developer Certification form must have been a Pprincipal, ~~officer, director,~~ or Financial Beneficiary of that Developer entity. The Developer experience chart must include the following information:

Name of Developer or <u>P</u> principal of Developer: _____

Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing	Total Number of Units
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2. Management Agent or principal of Management Agent (Threshold)

- a. Certification - Provide the completed Management Agent or Principal of Management Agent Certification form behind a tab labeled **“Exhibit 12”**.
- b. Prior Experience Chart – The Management Agent or principal of Management Agent must demonstrate experience in the management of at least two affordable rental housing properties, at least one of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, for at least two years each by providing a prior experience chart behind a tab labeled **“Exhibit 12”**. The chart must include the following information:

Name of Management Agent or principal of Management Agent: _____				
Name of Development	Location (City & State)	Currently Managing or Formerly Managed	Length of Time (Years and Months)	Total Number of Units

3. General Contractor or qualifying agent of General Contractor (Threshold)

- a. Provide the completed General Contractor or Qualifying Agent of General Contractor Certification form behind a tab labeled **“Exhibit 13”**.
- b. Prior Experience Chart – The General Contractor or qualifying agent of General Contractor must demonstrate experience in the construction of at least two completed housing developments of similar development category and development type, at least one of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, by providing a prior experience chart behind a tab labeled **“Exhibit 13”**. The chart must include the following information:

Name of General Contractor or qualifying agent of General Contractor: _____				
Name of Development	Location (City & State)	Development Category (New Construction or Rehabilitation)	Development Type. garden, townhouses, high-rise, duplex, quadruplex, mid-rise w/elevator, single family, SRO, or other (specify type)	Total Number of Units

4. Architect or Engineer (Threshold)

Provide the completed Architect or Engineer Certification form behind a tab labeled **“Exhibit 14”**.

5. Attorney (Threshold)

Provide the completed Attorney Certification form for MMRB ~~or~~ HOME ~~or~~ SAH behind a tab labeled “**Exhibit 15**” and/or the completed Attorney Certification form for HC behind a tab labeled “**Exhibit 16**”.

6. Accountant (Threshold)

Provide the completed Accountant Certification form behind a tab labeled “**Exhibit 17**”.

7. Service Provider or principal of Service Provider (Threshold for Assisted Living Facility Developments; not required for non-Assisted Living Facility Developments)

- a. Certification - Provide the completed Service Provider or Principal of Service Provider Certification form behind a tab labeled “**Exhibit 18**”. The Service Provider must be the entity which provides all services related to personal care, meals, health, social, leisure and other special services available to the residents.
- b. Prior Experience Chart – The Service Provider or principal of Service Provider must demonstrate experience in the provision of at least two Assisted Living Facilities, at least one of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, for at least two years each by providing a prior experience chart behind a tab labeled “**Exhibit 18**”. The chart must include the following information:

Name of Service Provider or principal of Service Provider: _____			
Name of Development	Location (City & State)	Length of Time (Years and Months)	Total Number of Units

8. Guarantor(s) Information (Threshold for MMRB Applications; not required for HOME, SAH or HC Applications)

Provide a chart behind a tab labeled “**Exhibit 19**” that includes the following information for all proposed guarantors:

Name of Guarantor	Complete Mailing Address	Telephone Number (including area code)	Fax Number (including area code)
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Part III. Proposed Development

Unless stated otherwise, all information requested in the Application and Instructions pertains to the proposed Development.

A. General Development Information

- 1. Provide the name of the Development.
- 2.
 - a. Provide the Address of the Development Site.
 - b. If the Development will consist of Scattered Sites, for each of the non-contiguous parts or divided parts ("sites"), provide, behind a tab labeled **"Exhibit 20"**, the Address, total number of units, and a latitude and longitude coordinates, determined in degrees, minutes and seconds truncated after one decimal place, located anywhere on the site. If requesting Competitive HC, for the site where the Tie-Breaker Measurement Point is located, only provide the Address and total number of units is required. This information should be provided behind a tab labeled **"Exhibit 20"**. If the Applicant indicates that the proposed Development will consist of Scattered Sites, but fails to provide the required information for each of the sites, the Application will fail threshold.

~~SAIL, MMRB & HC Applications~~ – To be eligible to apply as a Development with Scattered Sites, a part of the boundary of each site must be located within 1/2 mile of the site with the most units ~~Tie-Breaker Measurement Point~~.

- c. If the location of the proposed Development is in an urban in-fill area, in order for it to qualify as an Urban In-Fill Development for purposes of this Application, the Applicant must provide the properly completed and executed Local Government Verification of Qualification as Urban In-Fill Development form behind a tab labeled **"Exhibit 21"**.
- d. If the proposed Development is being revitalized utilizing HOPE VI funding, in order for it to qualify as a HOPE VI Development for purposes of this Application, the Applicant must provide a copy of the properly executed letter from HUD awarding the HOPE VI revitalization funds. The letter must state the following information: the amount of the HOPE VI revitalization award, the date by which the awarded HOPE VI funds must be expended, and the name of the development at the time of the HOPE VI award, and must be provided behind a tab labeled **"Exhibit 21."** The HOPE VI funding must be listed as a source of financing for the proposed Development at Part V. of the Application.
- e. Indicate the county in which the proposed Development will be located.

LARGE, MEDIUM AND SMALL COUNTY CATEGORIES

Large	Medium		Small	
Broward (E)	Alachua (E)*	Okaloosa	Baker	Jefferson
Duval (E)	Bay	Osceola	Bradford	Lafayette
Hillsborough (E)	Brevard (E)	Pasco (E)	Calhoun	Levy
Miami-Dade (E)	Charlotte	Polk (E)	Columbia	Liberty

Orange (E)	Citrus	St. Johns	De Soto (E)	Madison
Palm Beach (E)	Clay	St. Lucie (E)	Dixie	Monroe
Pinellas (E)	Collier (E)	Santa Rosa (E)	Flagler	Nassau
	Escambia (E)	Sarasota (E)	Franklin	Okeechobee (E)
	Hernando	Seminole (E)	Gadsden	Putnam
	Indian River (E)	Volusia (E)	Gilchrist	Sumter
	Lake		Glades (E)	Suwannee
	Lee (E)		Gulf	Taylor
	Leon (E)*		Hamilton	Union
	Manatee (E)		Hardee (E)	Wakulla
	Marion (E)		Hendry (E)	Walton
	Martin (E)		Highlands (E)	Washington
			Holmes	
			Jackson	

A county designated with “(E)” is a HOME entitlement area.

* See Part III.A.2.e.(2) below

- (1) Indicate whether the proposed Development is located in the Florida Keys Area.
 - (2) HOME Applicants: Indicate whether the proposed Development is located in Leon County or Alachua County. If “Yes”, complete the applicable questions and provide, behind a tab labeled “Exhibit 22”, a letter from the applicable county's Director of Planning or Zoning or the chief appointed official or staff responsible for determination of planning or zoning issues verifying that the Development site is outside of the incorporated boundaries of the applicable city. If the appropriate letter is not provided, the proposed Development will be deemed to be located in an entitlement area.
- f. Provide the requested information relative to the local jurisdiction of the proposed Development.
- g. If applying for HC, the Applicant must complete questions (1) through (4). If not applying for HC, the Applicant may skip questions (1) through (4).
- (1) The following pertains to the Universal Application process only. With regard to Housing Credits, the United States Department of Housing and Urban Development (HUD) provides regulatory guidance on the effective date of DDA/QCT lists for the purpose of determining whether a Development qualifies for an increase in eligible basis in accordance with Section 42(d)(5)(C), IRC.
 - (a) In order to be classified as a Development located in a Difficult Development Area (DDA) for purposes of the current Funding Cycle, the proposed Development must be located in a DDA as determined by ~~the United States~~

~~Department of Housing and Urban Development~~ (HUD) as of the Application Deadline or the date that signifies the end of the cure period outlined in Rule 67-48.004, F.A.C. For non-competitive HC, Applicants must also comply with Section 42, IRC, regarding DDA qualifying date.

- (b) In order to be classified as a Development located in a Qualified Census Tract (QCT) for purposes of the current Funding Cycle, the proposed Development must be located in one of the QCTs based on the current census, as determined by ~~the United States Department of Housing and Urban Development~~ (HUD) as of the Application Deadline or the date that signifies the end of the cure period outlined in Rule 67-48.004, F.A.C. If applicable, provide a copy of a letter from the local planning office or census bureau verifying the Development's location in the referenced QCT behind a tab labeled "Exhibit 23". For non-competitive HC, Applicants must also comply with Section 42, IRC, regarding QCT qualifying date.
- (c) Applicants requesting non-competitive HC only that answered "Yes" to the question at Part III.A.g.(1)(a) and/or (b) in the Application must provide behind a tab labeled "Exhibit 23" a letter from the Development's bond-issuing agency certifying the date the bond application was deemed complete. A "complete application" means that no more than de minimis clarification of the application is required for the agency to make a decision about the issuance of bonds requested in the application. In addition, the certification letter must state the date the bonds were issued. Non-competitive HC Applicants must also comply with Section 42, IRC, regarding DDA/QCT qualifying date.

(2) – (4) The responses to these questions must be in accordance with Section 42, IRC, as amended.

3. Development Category -

- a. Applicants must select one Development Category:

Competitive HC Applicants that select the Preservation Designation at Part V.A. of the Application must select the ~~Rehabilitation~~ ~~Substantial Rehabilitation~~ or Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ Development Category.

~~If funding is received from more than one Corporation program, the Applicant will be required to comply with the most restrictive program requirements.~~ If the proposed Development consists of acquisition and Rehabilitation/~~Substantial Rehabilitation~~, but in this Application the Applicant is only requesting Corporation funding for the Rehabilitation/~~Substantial Rehabilitation~~ work, the Applicant should select Rehabilitation/~~Substantial Rehabilitation~~ as the Development Category. However, the acquisition costs and sources must still be reflected on the Development Cost pro forma.

- b. ~~Applications requesting MMRB funding without SAIL must be for a proposed Development consisting of 2 or more dwelling units in each residential building and Applications requesting SAIL funding (SAIL only, HC and SAIL or MMRB and SAIL) must be for a proposed Development consisting of 5 or more dwelling units in each residential building.~~

~~Applicants requesting MMRB and Applicants requesting SAIL must indicate whether each residential building in the proposed Development will consist of 2 or more dwelling units or 5 or more dwelling units, as applicable.~~

4. Applicants must select the one Development Type that best describes the proposed Development. For mixed-type Developments, indicate the type that will comprise 50 percent or more of the units in the Development. Applications requesting funding from MMRB ~~without SAIL~~ must be for a proposed Development consisting of 2 or more dwelling units in each residential building ~~and Applicants requesting SAIL (SAIL only, HC and SAIL or MMRB and SAIL) must be for a proposed Development consisting of 5 or more dwelling units in each residential building.~~

- Garden Apartments
- Townhouses
- High Rise (a building comprised of 7 or more stories)
- Single Family Rental
- Duplexes / ~~Quadraplexes~~
- Quadraplexes
- Mid-Rise with Elevator (a building comprised of 4 stories)
- Mid-Rise with Elevator (a building comprised of 5 or 6 stories)
- Single Room Occupancy (SRO)
- Other – Specify the type in the addenda

5. State the number of buildings with dwelling units that will be in the proposed Development.

6. State the total number of units in the proposed Development. Note: Corporation-issued MMRB Developments with a Development Category of “new construction” may not exceed 400 total units and HOME Developments with a Development Category of “new construction” may not exceed 100 total units.
7. Complete the Unit Mix chart. All units in the Development must be listed, including all manager/employee units. Number of baths per unit must indicate ½ baths, if applicable. If additional space is required, enter the information on the addenda located at the end of the Application.
8. Previous Underwriting:
 - (a) Indicate whether the proposed Development is currently being underwritten or has been underwritten previously by any Credit Underwriter under contract with Florida Housing Finance Corporation. If so, identify the name of the Credit Underwriter.
 - (b) Indicate whether there is an existing LURA and/or EUA on any portion of the proposed Development site.

9. Indicate the status of the new construction or Rehabilitation/~~Substantial Rehabilitation~~ work. ~~SAIL and~~ HOME Applicants refer to the applicable sections of Rule Chapter 67-48, F.A.C., with regard to Development eligibility in the event that construction has started or that the Development has been completed. HC Applicants should note that, in accordance with Section 42(h), IRC, a Development cannot be allocated Housing Credits from the state’s allocation authority if it was placed-in service prior to the year in which it receives its allocation.

If the Development is complete and the certificates of occupancy were issued on more than one date, provide a listing of the issue-date for each building behind a tab labeled “**Exhibit 24**”.

10. ~~MMRB, SAIL and/or~~ Competitive HC Applicants only:

Proximity tie-breaker points may be awarded to an Application for the proximity of the Development’s Tie-Breaker Measurement Point to:

- eligible services; and
- Development Address or latitude and longitude coordinates identified on the 2009 2008 FHFC Development Proximity List (the List) serving the same demographic group as the proposed Development. The List, effective 3-10-09 12-28-07, is incorporated by reference and is available on the Corporation’s Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

- a. In order for an Application involving a Public Housing Authority (PHA) to automatically receive 7.5 proximity tie-breaker points for this section of the Universal Application, the Applicant must provide behind a tab labeled **“Exhibit 25”** a letter from the PHA, dated within 12 months of the Application Deadline and signed by the Executive Director or Chairman of the Board, certifying that there is an existing Declaration of Trust between the PHA and HUD for the proposed Development site.
- b. For all other Applications to be eligible for proximity tie-breaker points other than those automatically awarded based on Part III.A.10.c.(1) paragraph c. below, the Applicant must submit a properly completed and executed Surveyor Certification form, provided behind a tab labeled **“Exhibit 25,”** which includes the Tie-Breaker Measurement Point and services information requested below:

(1) Tie-Breaker Measurement Point:

To determine proximity, the Applicant must first identify a Tie-Breaker Measurement Point on the proposed Development site and provide the latitude and longitude coordinates determined in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the latitude and longitude coordinates will not be considered. The Application may, however, still be eligible for automatic points as outlined in Part III.A.10.c.(1) of the Application Instructions.

(2) Proximity to services (Maximum 3.75 proximity tie-breaker points):

Applications will be awarded proximity tie-breaker points based on:

- the Demographic Commitment selected and qualified for by the Applicant at Part III.D. of the Application, and
- the size of the County (Large, Medium or Small) where the proposed Development will be located, and
- the proximity of the proposed Development’s Tie-Breaker Measurement Point to eligible services.

The eligible services are:

- (a) Grocery Store - For purposes of proximity tie-breaker points, a Grocery Store means a retail establishment, open to the public, regardless of a requirement of a membership fee, consisting of 4,500 square feet or more of contiguous

air conditioned space available to the public, which as its major retail function sells groceries, including foodstuffs, fresh and packaged meats, produce and dairy products, which are intended for consumption off-premises, and household supplies, such as Publix Super Markets, Winn Dixie Stores, Super Wal-Mart Stores, etc. "Grocery Store" does not include any retail establishment which sells groceries in addition to its major retail function, such as the sale of gasoline, drugs, or sundries, where the sale of groceries is not a major retail function, based on allocated space or on gross sales, such as CVS Drug Stores, Walgreen Drug Stores, Dollar General Stores, Family Dollar Stores, etc.

- (b) **Public School** - For purposes of proximity tie-breaker points, a Public School means a public elementary, middle, junior and/or high school, where the principal admission criterion is the geographic proximity to the school, including a charter school, except for a charter school that is not generally available to appropriately aged children in the radius area. This service may not be selected if the Applicant selected and qualified for the Elderly Demographic Commitment in this Application.
- (e) **Medical Facility** - For purposes of proximity tie-breaker points, a Medical Facility means a hospital, state or county health clinic or walk-in clinic (that does not require a prior appointment) that provides general medical treatment or general surgical services at least five days per week to any physically sick or injured person. This service can be selected only if the Applicant selected and qualified for the Elderly Demographic Commitment in this Application or if the proposed Development will be located in a Small or Medium County.
- (d) **Pharmacy** - For purposes of proximity tie-breaker points, a Pharmacy means a community pharmacy operating under a valid permit issued pursuant to s. 465.018, F.S., and open to the general public at least five days per week without the requirement of a membership fee. This service can only be selected if the proposed Development will be located in a Small or Medium County.
- (e) **Public Bus Stop or Metro-Rail Stop** - Public Bus Stop or Metro Rail Stop means a fixed location provided by a public transportation entity at which passengers may access

regularly scheduled public transportation on a year-round basis.

To be considered for proximity tie-breaker points in this Application, the Grocery Store, Public School, Medical Facility, Pharmacy and Public Bus Stop or Metro-Rail Stop, as defined in items (a) through (e) above, must be in existence and available for use by the general public as of the Application Deadline.

Applicants may select eligible services as follows:

- Applicants that have not selected the Elderly Demographic Commitment at Part III.D. and are proposing a Development in a Large County may only select Grocery Store, Public School, and Bus Stop or Metro-Rail Stop;
- Applicants that have selected and qualified for the Elderly Demographic Commitment at Part III.D. and are proposing a Development in a Large County may only select Grocery Store, Medical Facility, and Bus Stop or Metro-Rail Stop;
- Applicants that have not selected the Elderly Demographic Commitment at Part III.D. and are proposing a Development in a Small or Medium County may only select Grocery Store, Public School, and only one of the following: (i) Medical Facility, (ii) Pharmacy, or (iii) Bus Stop or Metro-Rail Stop. Since only one of these three services may be selected, if more than one of items (i), (ii) and/or (iii) is selected in the Application, the Application will receive zero points for these services.
- Applicants that have selected and qualified for the Elderly Demographic Commitment at Part III.D. and are proposing a Development in a Small or Medium County may only select Grocery Store, Medical Facility, and either (i) Pharmacy or (ii) Bus Stop or Metro-Rail Stop. Since only one of these two services may be selected, if both items (i) and (ii) are selected in the Application, the Application will receive zero points for these services.
- Applicants with proposed Developments in Small or Medium counties may select and receive points for the same service location for both Grocery Store and Pharmacy, provided that the Grocery Store features an eligible Pharmacy.

Note: During the scoring process, Applicants that select the Elderly Demographic Commitment at Part III.D. but fail to qualify for the Elderly Demographic Commitment will only be eligible for the proximity points that the Development would qualify for as a non-Elderly Development.

To be considered for proximity tie-breaker points, the Applicant must indicate at Part III.A.10.b.(2) of the Application which services it is seeking proximity tie-breaker points for. In addition, the following information for each of the closest eligible services that the Applicant is seeking proximity tie-breaker points for must be reflected on the Surveyor Certification form. Any service listed on the Surveyor Certification form that is not indicated at Part III.A.10.b.(2) of the Application will not be considered for proximity tie-breaker points.

- name of the Grocery Store, Public School, Medical Facility and/or Pharmacy; and
- Address of the Grocery Store, Public School, Medical Facility and/or Pharmacy; and
- the latitude and longitude coordinates of the Grocery Store, Public School, Medical Facility; Pharmacy, and/or Public Bus Stop or Metro-Rail Stop.

The latitude and longitude coordinates for a Grocery Store, Public School, Medical Facility and Pharmacy must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for proximity tie-breaker points for that service.

If there is no exterior public entrance to the Grocery Store, Public School, Medical Facility or Pharmacy, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest

walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for both Grocery Store and Pharmacy only if the Pharmacy is housed within the confines of the Grocery Store.

Applicants are encouraged not to list the information for an eligible service on the Surveyor Certification form if the service is not close enough to the proposed Development's Tie-Breaker Measurement Point to warrant proximity tie-breaker points.

Additionally, for each latitude and longitude coordinate provided for a service housed within a building, the Applicant must provide a sketch depicting the location of the exterior public entrance used for the latitude and longitude coordinates for each service. The sketch does not have to be to scale, but must identify the service and provide enough information so that one can easily determine the point where the latitude and longitude coordinates were derived in relationship to the building housing the service. In addition to the location of the exterior public entrance used for the latitude and longitude point, suggested items for the sketch are: magnetic north, the name of the service the sketch is being presented for, the exterior walls of the building housing the service, and all exterior public entrances to the building housing the service. For each service, provide a separate sketch no larger than 8-1/2" x 11" inches, behind a tab labeled "Exhibit 25". Failure to provide a sketch for an eligible service will result in zero proximity tie-breaker points for that service.

The Corporation will utilize Street Atlas USA ~~2009~~ 2008, published by DeLorme, using the method described below, to determine the proximity of an eligible service to the proposed Development's Tie-Breaker Measurement Point.

Proximity tie-breaker points for Grocery Store, Public School, Medical Center and Pharmacy services will be awarded as follows:

Proximity of Proposed Development's Tie-Breaker Measurement Point to eligible Service(s) Stated on Surveyor Certification form	Proximity Tie-Breaker Points Awarded for Each Eligible Service
if greater than 0 and less than or equal to 1.0 mile	1.25
if greater than 1.0 and less than or equal to 2.0 miles	1
if greater than 2.0 and less than or equal to 3.0 miles	.75
if greater than 3.0 and less than or equal to 4.0 miles	.5
if greater than 4.0 and less than or equal to 5.0 miles	.25
if greater than 5.0 miles	0

Proximity tie-breaker points for Public Bus Stop or Metro-Rail Stop will be awarded as follows:

Proximity of Proposed Development's Tie-Breaker Measurement Point to a Public Bus Stop or Metro-Rail Stop Stated on Surveyor Certification form	Proximity Tie-Breaker Points Awarded
if greater than 0 and less than or equal to 0.2 mile	1.25
if greater than 0.2 and less than or equal to 0.3 mile	1
if greater than 0.3 and less than or equal to 0.4 mile	.75
if greater than 0.4 and less than or equal to 0.5 mile	.5
if greater than 0.5 and less than or equal to 0.6 mile	.25
if greater than 0.6 mile	0

An Applicant that wishes to notify the Corporation, through a NOPSE or NOAD, of inaccurate latitude and longitude coordinates for a service provided by another Applicant ~~for a service~~ must at a minimum provide a certification from a Florida licensed surveyor, not related to any party of the Applicant submitting the NOPSE or NOAD, which states: (i) the name of the Development in question; (ii) that the provided latitude and longitude coordinates for a specified service do not represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the service or in the event there is no exterior direct public entrance to the service, the latitude and longitude coordinates do not represent a point on the doorway threshold of the public exterior entrance that is the closest walking distance to the doorway threshold of the interior public entrance to the service, (iii) the number of feet it is from the provided latitude and longitude coordinates for the service to the doorway threshold of the nearest exterior direct public entrance to the service or in the event there is no exterior direct public entrance, the doorway threshold of the public exterior entrance that is the closest walking distance to the doorway threshold of the interior public entrance to the service, and (iv) the latitude and longitude coordinates of the doorway thresholds of all exterior direct public entrances to the service, or in the event there is no exterior direct public entrance to the service, the latitude and longitude coordinates of the doorway threshold of the exterior public entrance that is closest walking distance to the interior public entrance to the service. The latitude and longitude coordinates should be stated in degrees, minutes and seconds truncated after one decimal place. If the seconds are not stated to one decimal place, the Corporation will utilize "0" for the missing decimal. The surveyor's certification must be signed and dated by the surveyor under oath and must be a document separate from the Exhibit 25 Surveyor Certification form. Also, the surveyor must provide a sketch, which does not have to be sealed, showing: the exterior walls of the building sheltering the service, the latitude and longitude coordinates provided in the surveyor's certification and the public entrances they represent, and identifying the location of the alleged inaccurate latitude and longitude coordinates for the service provided in the Application or in

an Applicant's cure. The Corporation will determine whether this information will cause a change in the Application's score.

- c. Proximity to the closest Development Address or latitude and longitude coordinates identified on the List. (Maximum 3.75 proximity tie-breaker points):
- (1) Applications will automatically receive 3.75 proximity tie-breaker points for this section of the Universal Application if at least one of the following criteria is met:
 - (a) An Application that proposes a Development in a Large County, ~~and~~ the location of the proposed Development qualifies as an Urban In-Fill Development at Part III.A.2.c., and the proposed Development does not qualify as a Location A Development at Part III.E.1.b.(1).
 - (b) An Application that proposes a Development in a Medium-Large County (county designated as ML on the Set-Aside Unit Limitation chart located at Item B.7.6. of the Ranking and Selection Criteria), ~~and~~ the location of the proposed Development (i) qualifies as an Urban In-Fill Development at Part III.A.2.c., and (ii) is classified as a DDA and/or QCT as outlined in Part III.A.2.g.(1)(a) and/or (b), and the proposed Development does not qualify as a Location A Development at Part III.E.1.b.(1).
 - (c) An Application that qualifies as a HOPE VI Development at Part III.A.2.d.
 - (d) An Application that selected and qualified at Part III.D. for the Homeless Demographic Commitment.
 - (e) An Application that selected and qualified at Part III.D. for the Farmworker/Commercial Fishing Worker Demographic Commitment.
 - (f) An Application that selected and qualified for the Rehabilitation/~~Substantial Rehabilitation~~ or Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ Development Category at Part III.A.3. and involves the Rehabilitation/~~Substantial Rehabilitation~~ of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development does not qualify as a Location A Development at Part III.E.1.b.(1).

If the Application meets at least one of the above criteria for automatic proximity tie-breaker points, to be eligible for the automatic points the Applicant must check one of the appropriate stated criteria at Part III.A.10.c.(1) Items (a) through (6) (f) in the Application. If the Application does not qualify for automatic proximity tie-breaker points, the Applicant should indicate it does not meet the criteria by checking Part III.A.10.e.(7) Item (g) in the Application.

- (2) If the Application is not eligible for automatic 3.75 proximity tie-breaker points, in order to determine whether the proposed Development's Tie-Breaker Measurement Point meets the criteria for a distance of within 1.25 miles, 2.5 miles or 5 miles of a Development on the List serving the same demographic group, the Applicant, using Street Atlas USA 2009 2008, should follow the steps outlined below. For purposes of this provision, same demographic refers to Family demographic, Elderly non-ALF demographic and Elderly ALF demographic.
 - (a) Select the "Advanced" search button on the "Find" tab, to the right of the "Advanced" button select "Latitude/Longitude" from the drop down menu under "Find:", check the "MapTags" box, enter the latitude and longitude coordinates for the proposed Development's Tie-Breaker Measurement Point in the appropriate blanks to the right and then click the "Search" button. A "MapTag" with the entered coordinates will then appear in the appropriate location.
 - (b) For each Development on the List that serves the same demographic group as the proposed Development which is in proximity to the proposed Development's Tie-Breaker Measurement Point, repeat the steps stated above to display MapTags for the Development(s). If a Development on the List does not have latitude and longitude coordinates displayed for its location, select "Street Address" from the drop down menu under "Find:", enter the applicable Address, and then select search to display the MapTag for the Address. The Corporation will use a Development's latitude and longitude coordinates if stated on the List, not the Address stated on the List, to determine proximity for awarding proximity tie-breaker points. A Development's Address, though, will be used if there are no latitude and longitude coordinates provided for the Development on the List. For those Developments on the List that have more than one Address or more than one set of latitude and

longitude coordinates, the Corporation will use the coordinates or if applicable, the Address that represents the closest location to the proposed Development's Tie-Breaker Measurement Point as the location of the Development from the List for the purposes of awarding proximity tie-breaker points

- (c) Select the "Draw" tab. Under "Tools", select the circle or, if there is no circle, click and hold the left mouse button and this will provide several shape options, one of which is a circle. To the right, select "None" as the fill color for the circle and choose a color such as black for the outline. Enter the latitude and longitude coordinates for the proposed Development's Tie-Breaker Measurement Point in the space provided, and then enter, as appropriate, 1.25, 2.5 or 5 miles for the radius. Upon selecting the "Apply" button, the software will draw a circle, with the radius entered, around the Tie-Breaker Measurement Point.
- (d) If the tip of any of the MapTags entered for the Developments on the List are within the drawn circle or, when the map is zoomed in as far as possible, if the tip of any of the entered MapTags appears to the naked eye to be on the drawn line of the circle, the Applicant can conclude that the Tie-Breaker Measurement Point is within whatever the distance entered for the radius of the circle of a Development from the List. The tip of a MapTag is the point of the MapTag that denotes the actual location of what the MapTag represents.

An Applicant may disregard any Development on the List if the Developments have the same Financial Beneficiaries and if the Developments are contiguous or are divided by a street or easement, or are divided by a prior phase of the Development.

For purposes of the following, a proposed Development qualifies as a Set-Aside Location A Development if it meets the provisions described in Part III.E.1.b.(1) of these instructions.

Proximity tie-breaker points for the proximity of a Development's Tie-Breaker Measurement Point to Developments on the List that have the same demographic group will be awarded according to the following ~~chart~~. ~~If the location of a proposed Development is such that both Columns B and C would apply, the Application will be awarded points based on either Column B or Column C, whichever is the lesser point value.~~

- Column A, based on the proximity of the proposed Development to Developments on the List which serve the same demographic group if the proposed Development qualifies as a Set-Aside Location A Development.
- Column B, based on the proximity of the proposed Development to Developments on the List which consist of 31 total units or more if the proposed Development does not qualify as a Set-Aside Location A Development.
- Column C, based on the proximity of the proposed Development to Developments on the List which consist of 30 total units or less if the proposed Development does not qualify as a Set-Aside Location A Development.

If the location of a proposed Development is such that both Columns B and C would apply, the Application will be awarded points based on either Column B or Column C, whichever is the lesser point value.

* For purposes of the following table, Set-Aside Location A is described in Part III.E. of these instructions.

Column A	OR	Column B	OR	Column C	Proximity Tie-Breaker Points
Proximity of Proposed Development within Set-Aside Location A*, except for SAIL-only Applicants, to Developments on the List which serve the same demographic group		Proximity of Proposed Development within Set-Aside Location A for SAIL-only Applicants, and for All Other Proposed Developments not located within Location A, to Developments on the List which consist of 31 total units or more and serve the same demographic group		Proximity of Proposed Development within Set-Aside Location A for SAIL-only Applicants, and for All Other Proposed Developments not located within Location A, to Developments on the List which consist of 30 total units or less and serve the same demographic group	Proximity Tie-Breaker Points
Greater than 0 and less than or equal to 1.0 mile		Greater than 0 and less than or equal to 0.5 mile		Greater than 0 and less than or equal to 0.25 mile	0
Greater than 1.0 and less than or equal to 2.0 mile		Greater than 0.5 and less than or equal to 1.0 mile		Greater than 0.25 and less than or equal to 0.5 mile	75
Greater than 2.0 and less than or equal to 3.0 miles		Greater than 1.0 and less than or equal to 1.5 miles		Greater than 0.50 and less than or equal to 0.75 miles	1.5
Greater than 3.0 and less than or equal to 4.0 miles		Greater than 1.5 and less than or equal to 2.0 miles		Greater than 0.75 and less than or equal to 1.0 miles	2.25
Greater than 4.0 and less than or equal to 5.0 miles		Greater than 2.0 and less than or equal to 2.5 miles		Greater than 1.0 and less than or equal to 1.25 miles	3.0

Greater than 5.0 miles	Greater than 2.5 miles	Greater than 1.25 miles	3.75
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An Application will be awarded proximity tie-breaker points based on its proposed Development's Tie-Breaker Measurement Point proximity to the latitude and longitude coordinates of the Developments on the List that serve the same demographic group and to the Addresses of those Developments on the List that do not have latitude and longitude coordinates stated and serve the same demographic group. The latitude and longitude coordinates stated on the List, or in the absence of latitude and longitude coordinates, the Addresses stated, will be used unless evidence is provided of an inaccuracy during the scoring process. If, for a Development on the List, an Applicant concludes that the Corporation provided latitude and longitude coordinates for a Development are not on the Development site, or if latitude and longitude coordinates are not stated, upon entering the Development's Address into Street Atlas USA ~~2009~~ ~~2008~~ that the software fails to correctly identify a location that is on the Development site, the Applicant may provide evidence of the inaccuracy behind a tab labeled "Exhibit 25" of the Universal Application or within a NOPSE or within a NOAD, as applicable, for consideration by the Corporation. At a minimum, the evidence must contain an additional certification from a Florida licensed surveyor, not related to any party of the Applicant or to an Applicant submitting a NOPSE or NOAD, which states: (i) the name of the Development in question; (ii) that the Corporation provided latitude and longitude coordinates for the Development are not on the Development site or that the Street Atlas USA ~~2009~~ ~~2008~~ software fails to correctly identify a location that is on the Development site upon entering the Development's Address, and (iii) the site's correct latitude and longitude coordinates (determined in degrees, minutes and seconds truncated after one decimal place) for the respective site. If the seconds are not stated to one decimal place, the Corporation will utilize "0" for the missing decimal. The surveyor's additional certification must be signed and dated by the surveyor under oath and must be a document separate from the Exhibit 25 Surveyor Certification form.

d. Scoring:

The Corporation will use Street Atlas USA ~~2009~~ ~~2008~~ to determine the proximity of a proposed Development's Tie-Breaker Measurement Point to eligible services and to Developments on the List that serve the same demographic group and thus, to determine the amount of proximity tie-breaker points that should be awarded. Using Street Atlas USA ~~2009~~ ~~2008~~ and a Street Atlas USA ~~2009~~ ~~2008~~ file that has MapTags for each

Development on the List, the following steps will be taken to determine proximity. The degrees, minutes and seconds stated on the Surveyor Certification form will be entered by the Corporation exactly as stated on the form. If the software cannot recognize the information provided on the form, those latitude and longitude coordinates will not be considered. The Application may, however, still be eligible for automatic points as outlined in Part III.A.10.c.(1) of the Application Instructions.

- (1) Using the “Advanced” search button on the “Find” tab, “Latitude/Longitude” will be selected from the drop down “Find” menu and the “MapTags” box will be checked. The latitude and longitude coordinates for the proposed Development’s Tie-Breaker Measurement Point will be entered into the appropriate blanks. Upon clicking the “Search” button (or hitting the “Enter” key) a “MapTag” with the entered coordinates will appear in the appropriate location.
- (2) The above method will be repeated for each eligible service to display a MapTag representing the location of each service’s latitude and longitude coordinates.
- (3) Using the “Circles” tool on the “Draw” tab, circles will be drawn at various radii from the Tie-Breaker Measurement Point to determine if an entered MapTag is within a specified distance of the Tie-Breaker Measurement Point. If the tip of a MapTag is within a drawn circle, or when the map is zoomed in as far as possible, the tip of the MapTag appears to the naked eye to be on the drawn line of a circle, the Corporation will conclude that what the MapTag represents, service or Development, is within whatever the radius distance is for the circle of the Tie-Breaker Measurement Point. The tip of a MapTag is the point of the MapTag that denotes the actual location of what the MapTag represents.

B. Construction Features and Amenities

All required features and amenities and all optional features and amenities selected by the Applicant, as well as the Green Building features, will be included in the Land Use Restriction Agreement(s) and/or Extended Use Agreement and must be maintained in order for the Development to remain in compliance unless the Board approves a change. The quality of the features and amenities required for all Developments and selected by the Applicant in this Application are subject to approval of the Board of Directors.

1. Required Features and Amenities for All Developments. In addition to meeting all building code, Fair Housing Act, and Americans with Disabilities Act

requirements for MMRB, ~~SAIL~~, HOME and HC Applications, and the HQS Guidelines and Section 504 of the Rehabilitation Act of 1973 for HOME Applications, all units for the type of Development indicated must have the itemized features and amenities.

Indicate whether the Applicant commits to provide all required features and amenities for the proposed Development. Applicant must select "Yes" to be considered for participation in any program.

2. Optional Features and Amenities (Maximum 30 Points)

To be eligible for points, all items selected must be located on the Development site. In addition, ~~except for SAIL, MMRB and HC HOME Applicants~~, if the proposed Development will consist of Scattered Sites, to be eligible for points, the Applicant must commit to locate each selected feature and amenity that is not unit-specific on each of the Scattered Sites, or no more than 1/16 mile from the ~~site with the most units, Tie-Breaker Measurement Point stated on the Surveyor Certification form~~, or a combination of both.

Selecting these items commits the Applicant to provide them, unless the Board approves a change. Points will be awarded as indicated for each item up to the maximum allowed for each particular section, as indicated below.

The point value for each feature and amenity selected by the Applicant in the Optional Features and Amenities section of the Application will be doubled if the proposed Development:

- consists of 50 or fewer total units, and/or
- qualified for the Farmworker/Commercial Fishing Worker or Homeless (SRO or Non-SRO) Demographic Commitment at Part III.D.

Applications that reflect the Rehabilitation/~~Substantial Rehabilitation~~ or Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ Development Category at Part III.A.3. will automatically receive 2 points for Energy Conservation Features and may achieve a maximum of 9 points by selecting items totaling at least 7 points.

The maximum available points for the Optional Features and Amenities section is as listed below:

- a. For Developments with a Development Category of New Construction (maximum 9 points)
- b. For Developments with a Development Category of Rehabilitation/~~Substantial Rehabilitation~~ or Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ (maximum 9 points)
- c. For All Development Categories and Types Except SRO (maximum 12

- points)
- d. For SRO Developments (maximum 12 points)
 - e. Energy Conservation Features for All Developments (maximum 9 points)
3. Green Building (5 points)

Indicate whether the Applicant commits to provide at least 10 of the following Green Building options. The Applicant will be required to commit to the specific Green Building options during Credit Underwriting.

- Programmable thermostats in each unit
- Energy Star rated reversible ceiling fans in all bedrooms and living areas
- Showerheads that use less than 2.5 gallons of water per minute
- Faucets that use 2 gallons of water per minute or less in the kitchen and all bathrooms
- Toilets that have dual flush options which include 1.6 gallons of water or less
- Energy Star qualified lighting in all open and common areas
- Motion detectors on all outside lighting that is attached to the units
- Low VOC paint (less than 50 grams per gallon) in all units and common areas
- Reduced Heat-Island Effect paving (use light colored or porous paving materials)
- Energy Star rating for all refrigerators, dishwashers and washing machines that are provided by the Applicant
- Energy Star rating for all windows in each unit
- Carpet and Rug Institute Green Label certified carpet and pad for all carpeting provided
- Florida Yards and Neighborhood certification on all landscaping
- Install daylight sensors or timers on all outdoor lighting

C. Ability to Proceed

For Applications requesting Competitive HC, during the preliminary and NOPSE scoring process described in subsections 67-48.004(3), (4) and (5), F.A.C., Applicants may be eligible for Ability to Proceed tie-breaker points for the following Ability to Proceed elements: Site Plan/Plat Approval, Infrastructure Availability (electricity, water, sewer and roads), and Appropriate Zoning. The Applicant will either

- (i) Achieve the full 6 Ability to Proceed tie-breaker points if it meets the threshold requirements for all of the following elements: site plan/plat approval, availability of electricity, availability of water, availability of sewer, availability of roads, and appropriate zoning, or

- (ii) Achieve 1 Ability to Proceed tie-breaker point for each of these elements which pass threshold and zero Ability to Proceed tie-breaker points for each of these elements which fail threshold. Then during the cure period described in subsection 67-48.004(6), F.A.C., if a threshold failure is successfully cured the Application will be awarded ½ Ability to Proceed tie-breaker point for each cured Ability to Proceed element.

Ability to Proceed tie-breaker points will be awarded as follows:

Competitive HC Ability to Proceed Tie-Breaker Points			
Ability to Proceed Element	Preliminary and NOPSE Scoring		Cure Period
	Pass Threshold – Tie-Breaker Point Value for each Element	Fail Threshold – Tie-Breaker Point Value for each Element	Pass Threshold – Tie-Breaker Point Value for each Element
Site Plan/Plat Approval	1	0	½
Availability of Electricity	1	0	½
Availability of Water	1	0	½
Availability of Sewer	1	0	½
Availability of Roads	1	0	½
Appropriately Zoned	1	0	½
Total Available Tie-Breaker Points	6	0	3

For example, at preliminary scoring Application A passes threshold for all of the Infrastructure elements and zoning, but fails threshold for site plan approval. The Application is eligible for 5 Ability to Proceed tie-breaker points (1 point each for electricity, water, sewer, roads and zoning). At NOPSE scoring it is determined that Application A’s water verification form is incomplete, so the Application fails threshold for water and the 1 point for water (awarded during preliminary scoring) is deducted, leaving the Application with 4 Ability to Proceed tie-breaker points. During the cure period, the Applicant successfully cures the site plan and water threshold failures, resulting in the Application meeting threshold for all of these Ability to Proceed elements and achieving a total of 5 Ability to Proceed tie-breaker points (the 4 points achieved at NOPSE scoring, plus ½ point for site plan approval and ½ point for water achieved during the cure period).

1. Status of Site Plan Approval or Plat Approval (Threshold)

To achieve threshold, the Applicant must provide the applicable Local Government verification form, properly completed and executed, behind a tab labeled **“Exhibit 26”**. If the proposed Development involves any new construction work or involves rehabilitation work that requires additional site plan approval or similar process or additional plat approval, the verification form must demonstrate that on or before the date that signifies the Application Deadline for the 2009 Universal Cycle either (1) the final site plan/plat plan has been approved, (2) the preliminary or conceptual site plan/plat plan has been approved, or (3) the site plan has been reviewed. Site plan approval or plat approval, as applicable,

must be demonstrated for all sites if the proposed Development consists of Scattered Sites.

a. Site Plan Approval for Multifamily Developments

- (1) If the final site plan has been approved, the verification form reflecting an approval date that is on or before the Application Deadline must be provided ~~behind a tab labeled "Exhibit 26"~~.
- (2) If the jurisdiction provides either preliminary or conceptual site plan approval and the preliminary or conceptual site plan has been approved, the verification form reflecting an approval date that is on or before the Application Deadline must be provided ~~behind a tab labeled "Exhibit 26"~~.
- (3) If the jurisdiction provides neither preliminary nor conceptual site plan approval, nor any other similar process prior to issuing final site plan approval, the verification form reflecting a review date that is on or before the Application Deadline must be provided ~~behind a tab labeled "Exhibit 26"~~.
- (4) If the Development is rehabilitation without any new construction and does not require additional site plan approval or similar process, the verification form reflecting this must be provided ~~behind a tab labeled "Exhibit 26"~~.

b. Plat Approval for Single-Family Rental Developments

- (1) If the final plat has been approved, the verification form reflecting an approval date that is on or before the Application Deadline must be provided ~~behind a tab labeled "Exhibit 26"~~.
- (2) If the preliminary or conceptual plat has been approved, the verification form reflecting an approval date that is on or before the Application Deadline must be provided ~~behind a tab labeled "Exhibit 26"~~.
- (3) If the Development is rehabilitation without any new construction and does not require additional plat approval, the verification form reflecting this must be provided ~~behind a tab labeled "Exhibit 26"~~.

2. Evidence of Site Control (Threshold)

To achieve threshold, the Applicant must demonstrate site control by providing the documentation required in Section a., b. or c., as indicated below. The required documentation, including any attachments or exhibits referenced in any document, must be attached to that document regardless of whether that attachment or exhibit has been provided as an attachment or exhibit to another document or whether the information is provided elsewhere in the Application or

has been previously provided. Such documentation, including any attachments or exhibits, must be provided behind a tab labeled “**Exhibit 27**”. Site control must be demonstrated for all sites if the proposed Development consists of Scattered Sites. A legal description of the Development site must be provided behind a tab labeled “**Exhibit 27**”.

- a. Provide a Qualified Contract - For purposes of the Universal Application, a qualified contract is one that has a term that does not expire before the last expected closing date of October 31, ~~2009~~ 2008 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date not earlier than October 31, ~~2009~~ 2008; specifically states that the buyer’s remedy for default on the part of the seller includes or is specific performance; and the buyer **MUST** be the Applicant unless a fully executed assignment of the qualified contract which assigns all of the buyer’s rights, title and interests in the qualified contract to the Applicant, is provided. If the owner of the subject property is not a party to the qualified contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must contain every exhibit and attachment referenced therein, and must contain the following elements of a qualified contract: (i) have a term that does not expire before the last expected closing date of October 31, ~~2009~~ 2008 or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date not earlier than October 31, ~~2009~~ 2008, and (ii) specifically state that the buyer’s remedy for default on the part of the seller includes or is specific performance.

OR

- b. Provide a Deed or Certificate of Title – The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.

OR

- c. Provide a Lease - The lease must have an unexpired term of at least 50 years from the Application Deadline and the lessee must be the Applicant. The lease may be contingent only upon receipt of MMRB, SAIL, HOME and/or HC funding. If the owner of the subject property is not a party to the lease, all documents evidencing intermediate leases, contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the lessor, the Applicant, or other parties, must contain every exhibit and attachment referenced therein, and if a lease, must have an unexpired term of at least 50 years from the Application Deadline, and if a contract, agreement, assignment, option, or conveyance of any kind,

must contain the following elements of a qualified contract: (i) have a term that does not expire before the last expected closing date of October 31, 2009 or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date not earlier than October 31, 2009, and (ii) specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.

3. Evidence of Infrastructure Availability (Threshold)

To achieve threshold, the Applicant must demonstrate that as of the date that signifies the Application Deadline for the 2009 Universal Cycle each type of infrastructure is available to the proposed Development site ~~Verification of the availability of each type of infrastructure on or before the Application Deadline must be provided.~~ Infrastructure is considered available if there are no impediments to obtaining service other than the conditions expressed in the Verification of Availability of Infrastructure forms as provided in this Application Package. Should any variance or local hearing be required, or if there is a moratorium pertaining to any of the utilities or roads for this Development, the infrastructure is not available. Evidence of availability of each type of infrastructure must be provided for all sites if the proposed Development consists of Scattered Sites.

The Applicant may submit the properly completed and executed Verification of Availability of Infrastructure forms included within the Application Package or submit a letter from the entity providing the service (electricity, water, and wastewater) or Local Government (roads) verifying availability of the infrastructure for the proposed Development. Regardless of whether provided by the Application Deadline or by the date that signifies the end of the cure period outlined in Rules 67-21.003 and 67-48.004, F.A.C., each Verification of Availability of Infrastructure form or letter confirming infrastructure availability must demonstrate availability on or before the Application Deadline. Letters must be Development-specific and dated within 12 months of the Application Deadline. The verifications may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant.

- a. Electricity - Evidence of availability on or before the Application Deadline ~~of electricity~~ must be provided behind a tab labeled "**Exhibit 28**".
- b. Water - Evidence of availability on or before the Application Deadline ~~of water~~ must be provided behind a tab labeled "**Exhibit 29**".
- c. Sewer, Package Treatment or Septic Tank - Evidence of availability on or before the Application Deadline ~~of sewer, package treatment or septic tank~~ must be provided behind a tab labeled "**Exhibit 30**".

d. Roads - Evidence of availability on or before the Application Deadline of roads must be provided behind a tab labeled “**Exhibit 31**”.

4. Evidence of Appropriate Zoning (Threshold)

To achieve threshold the Applicant must provide the applicable Local Government verification form, properly completed and executed, behind a tab labeled “Exhibit 32”. The verification form must demonstrate that as of the date that signifies the Application Deadline for the 2009 Universal Cycle the proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming by providing the appropriate verification form, properly completed and executed, behind a tab labeled “Exhibit 32”. Evidence of appropriate zoning must be demonstrated for all sites if the proposed Development has Scattered Sites.

If the proposed Development is in the Florida Keys Area, proper execution of the Local Government Verification That Development Is Consistent with Zoning and Land Use Regulations form or the Local Government Verification That Permits Are Not Required For This Development form will constitute the Local Government’s certification that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

5. Environmental Site Assessment (Threshold)

- a. To achieve threshold, the Applicant must demonstrate that a Phase I Environmental Site Assessment (ESA) has been performed. The firm performing the ESA must certify that the review was performed in accordance with ASTM Practice #E-1527-05. The properly completed and executed Verification of Environmental Safety – Phase I Site Assessment form must be provided behind a tab labeled “**Exhibit 33**”.
- b. If the Phase I ESA disclosed potential problems on the proposed site and required or recommended a Phase II ESA, to achieve threshold the firm that performed the Phase II ESA, even if it is the same firm that performed the Phase I ESA, must certify that the Phase II ESA has been performed in accordance with ASTM Practice #E-1903-97(2002). The properly completed and executed Verification of Environmental Safety – Phase II Site Assessment form must be provided behind a tab labeled “**Exhibit 34**”.

If the proposed Development consists of Scattered Sites, the Applicant must provide the appropriate evidence that a Phase I ESA and, if applicable, a Phase II ESA, has been performed for all of the sites.

Note: If the Phase I ESA and/or the Phase II ESA disclosed environmental problems requiring remediation, a plan, including time frame and cost, for the remediation is required. By answering the applicable questions and

executing the Phase I and/or Phase II verification(s), the environmental provider is certifying that such plan has been prepared. In addition, by executing the Applicant Certification and Acknowledgement form, the Applicant certifies that the plan has been prepared and the costs associated with such remediation have been included in the Development Cost Pro Forma submitted in this Application.

D. Demographic Commitment (Threshold)

Selection of the Elderly, Farmworker/Commercial Fishing Worker, or Homeless Demographic Commitment will be included in the Land Use Restriction Agreement(s) and/or Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.

~~In order to compete in the SAIL Elderly, SAIL Farmworker/Commercial Fishing Worker or SAIL Homeless Special Set Asides (see Designation at Part V.) or to be selected to fulfill a HC goal, the Applicant must have also selected and qualified for the applicable Demographic Commitment in this section.~~

All Applicants must select one of the following Demographic Commitments. If an Applicant fails to select a commitment or fails to qualify for the selected commitment, the Application will fail threshold.

1. Elderly

Indicate whether the proposed Development will be an Assisted Living Facility (ALF).

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

a. The total number of units is limited as follows:

(1) Non-ALF Developments –

- (a) New Construction (Applicant selected New Construction Category at Part III.A.3.) in all counties except Miami-Dade County and Broward County is limited to 160 total units;
- (b) Rehabilitation/~~Substantial Rehabilitation~~, with or without Acquisition (Applicant selected the applicable Development Category at Part III.A.3.), that does not constitute an existing, occupied elderly housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline in all counties except Miami-Dade County and Broward County is limited to 160 total units;

- (e) New Construction (as described in (a) above) or Rehabilitation/~~Substantial Rehabilitation~~ with or without Acquisition (as described in (b) above) Developments located in Miami-Dade County and Broward County that are requesting MMRB ~~only, MMRB and SAIL, or SAIL only in this Application~~ may consist of up to 250 total units;
 - (d) New Construction (as described in (a) above) or Rehabilitation/~~Substantial Rehabilitation~~ with or without Acquisition (as described in (b) above) Developments located in Miami-Dade County and Broward County that are requesting HC only ~~or HC and SAIL~~ in this Application may consist of up to 200 total units;
 - (e) There is no total unit limitation for the Rehabilitation/~~Substantial Rehabilitation~~ with or without Acquisition (Applicant selected the applicable Development Category at Part III.A.3.) of an existing, occupied elderly housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline.
- (2) ALF Developments cannot consist of more than 100 total units; and
- b. Applicant understands, acknowledges and agrees that it will comply with the Federal Fair Housing Act requirements and rent at least 80 percent of the total units to residents that qualify as Elderly pursuant to that Act. Further, Applicant understands, acknowledges and agrees that all such units are subject to the income restrictions committed to in the Set-Aside Commitment section of this Application; and
 - c. For a non-ALF Development, at least 50 percent of the total units must be comprised of one-bedroom units and no more than 15 percent of the total units can be larger than 2 bedroom units. For an ALF Development, at least 90 percent of the total units must be comprised of units no larger than one-bedroom and the sharing of a unit by two or more unaffiliated residents cannot be a condition of occupancy; and
 - d. Applicant must provide a market analysis, dated within nine (9) months of the Application Deadline, that demonstrates a local need for the low-income Elderly housing that is the subject of this Application (non-ALF or ALF). The market analysis must be provided behind a tab labeled “Exhibit 35”; and
 - e. A minimum of one elevator per residential building must be provided for all new construction Developments that consist of more than one story if

any of the Elderly set-aside units will be located on a floor higher than the first floor; and

- f. The Applicant must provide the following features in the specified percentages of the total units in New Construction (NC), and Rehabilitation/~~Substantial Rehabilitation~~ (SR) Developments.

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

FEATURE	NC	SR
Roll-In Showers *	15%	10%
5% of the overall requirement for roll-in showers may be met with walk-in type shower stalls with permanently affixed seat which meet or exceed the Universal Federal Accessibility Standards (UFAS).		
* NOTE: This requirement may be waived in SR Developments if installation is determined to be not feasible as documented by a registered architect.		
Thermostat placed at 48" maximum height	100%	100%
Tight-napped Berber-type carpet or non-skid/non-glossy tile in all living areas or a combination of both	100%	100%
36" entrances on all exterior doors	100%	100%
All wall electrical outlets placed between 18" and 48" above the floor	100%	100%
Scald control valves on all bathtub and shower faucets	100%	100%
Peephole at 4' 10" on all exterior doors	100%	100%
Toggle type switches for each light and each fan throughout the unit	100%	100%
Adjustable shelving in master bedroom closets (style of shelving must be re-adjustable by resident)	100%	100%
Lever-action handles on all doors in units and public areas	100%	100%
Horizontal grab bars in place installed around each tub and/or shower, <u>the installation of which meets or exceeds the Universal Federal Accessibility Standards (UFAS 4.34.5) per ANSI standards</u>	100%	100%
Horizontal grab bars in place installed around each toilet, <u>the installation of which meets or exceeds the Universal Federal Accessibility Standards (UFAS 4.34.5) per ANSI standards</u>	100%	100%
Roll-out shelving or drawers in all bottom bathroom vanity cabinets	100%	100%
Roll-out shelving or drawers in at least one bottom kitchen cabinet	100%	100%

2. Farmworker or Commercial Fishing Worker

In order for a proposed Development to be classified as Farmworker or Commercial Fishing Worker, the Development must meet the following requirements:

- a. Development cannot have more than 80 total units; and
- b. Applicant must commit to rent not less than 40 percent of the total units to Farmworker or Commercial Fishing Worker Households; and
- c. Applicant must provide a market analysis, dated within nine (9) months of the Application Deadline, that demonstrates a local need for such housing. The market analysis must be provided behind a tab labeled “**Exhibit 35**”.

3. Homeless

In order for a proposed Development to be classified as Homeless, the Development must meet the following requirements:

- a. SRO Developments must commit to rent not less than 50 percent of the total units to Homeless Households and must have selected the SRO Construction Features and Amenities in this Application:

or

Non-SRO Developments must commit to rent not less than 50 percent of the total units for Homeless Households; and
- b. Applicant must provide the properly completed and executed Verification of Inclusion in Local Homeless Assistance Continuum of Care Plan by Lead Agency form behind a tab labeled “**Exhibit 35**”.

If no Local Homeless Assistance Continuum of Care Plan exists for the Catchment Area in which the proposed Development is located, a needs analysis demonstrating the local need for such housing must be provided behind a tab labeled “**Exhibit 35**”.

Note: The telephone number for the State Office on Homelessness is (850) 922-4691.

4. Family – Development will serve the general population.

E. Set-Aside Commitments

All set-aside commitments will be included in the Land Use Restriction Agreement(s) and/or Extended Use Agreement, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.

1. Commitments for MMRB, ~~SAIL~~ and HC Applications:

If there is an inconsistency between the minimum set-aside section and the information stated on the total set-aside breakdown chart in this Application, the percentage(s) stated on the total set-aside breakdown chart will be considered the Applicant's set-aside commitment.

Applicants requesting Competitive HC and HOME must complete the questions at Part III.E.1.a. and b. of the Application for the Competitive HC funding and the questions at Part III.E.2.a. of the Application for the HOME funding.

a. MMRB, ~~SAIL~~ and/or HC Minimum Set-Aside (Threshold)

All Applicants must select a minimum set-aside for each program applied for.

HC Applicants Note: Choosing the 20 percent at 50 percent AMI or less minimum set-aside will restrict ALL set-aside units at 50 percent or less of the AMI pursuant to IRS regulations. Applicants may choose the 40 percent at 60 percent AMI or less minimum set-aside without committing to setting aside any of the units at the 60 percent AMI level. For example, an Applicant may commit to setting aside 40 percent at 50 percent AMI and this would also be considered 40 percent at 60 percent AMI or less.

~~Pursuant to Rule Chapter 67-48, F.A.C., the SAIL minimum set-aside requirement shall be:~~

- ~~• 20 percent of the units set aside at 50 percent of area median income;~~
- ~~or~~
- ~~• 40 percent of the units set aside at 60 percent of area median income only if the Development received an allocation of Housing Credits or is "scheduled" to be assisted with Housing Credits;~~
- ~~or~~
- ~~• 100 percent of the units set aside below 120 percent of area median income only if the Development will be located in the Florida Keys Area.*~~

~~For purposes of meeting threshold requirements of this Application only, "scheduled" shall mean:~~

- ~~• The Application is one for both SAIL and HC; or~~

- ~~• The Applicant includes evidence within its Application that the Development has a firm commitment to purchase the Housing Credits, as determined by the Corporation after scoring the Financing portion of this Application.~~

~~SAIL Applicants that are not “scheduled” to be assisted with federal Housing Credits must select the “20 percent at 50 percent” minimum set-aside or, if applicable, the 100 percent below 120 percent minimum set-aside* to meet threshold requirements. Applicants will not be given an opportunity during credit underwriting to change the SAIL Minimum Set-Aside Requirement to “20 percent at 50 percent” or, if applicable, “100 percent below 120 percent*” to meet threshold requirements.~~

~~* Note: the 100 percent below 120 percent AMI option is subject to sunset on July 1, 2008.~~

MMRB Applicants may select either 20 percent of the units at 50 percent AMI or lower or 40 percent of the units at 60 percent AMI or lower.

All Applicants Note: The deep rent skewing option is permitted for HC Developments only.

b. Set-Aside Commitment

(1) Set-Aside Location A Development (Threshold)

A proposed Development qualifies as a Set-Aside Location A Development if the location of the proposed Development is within a Set-Aside Location A Area and the Applicant selected the applicable Demographic Commitment (Elderly or Family) at Part III.D. of the Application. The only exception to this provision is if the proposed Development also qualifies as a HOPE VI Development at Part III.A.2.d. of the Application.

Applicants with a ~~Development located in~~ Set-Aside Location A Development with a Demographic Commitment of Family at Part III.D. must meet ~~one of~~ the following set-aside requirements:

- (a) Applicants requesting Competitive HC ~~and Applicants requesting SAIL~~ must commit to set aside 100 percent of the Development’s residential units at 50 percent AMI or less; or
- (b) Applicants requesting MMRB ~~Only~~ must commit to set aside at least 85 percent of the Development’s residential units at 50 percent AMI or less.

(c) All Applicants must meet the minimum ELI Set-Aside threshold set out at Part III.E.1.b.(2)(a)(iii) of these instructions.

If any part of a Development’s site is located within the boundaries of an area designated as a Set-Aside Location A Area, then the Development will be deemed to be located in Set-Aside Location A Development.

~~Applications that qualify as a HOPE VI Development at Part III.A.2.d. of the Application are excluded from the Set-Aside Location A requirements.~~

Using the following table, indicate whether the proposed Development qualifies as a is located in Set-Aside Location A Development.

Set-Aside Location A Areas

County	<u>Demographic Category</u>	Location Description
Alachua	<u>Family</u>	From the intersection of Northwest 98 th Street and Northwest 39 th Avenue/State Road 222, follow Northwest 98 th Street south to State Road 26/West Newberry Road. Follow Newberry Road east to 91 st Street. Follow 91 st Street south to Southwest 24 th Avenue and follow Southwest 24 th Avenue east to Southwest 20 th Avenue. Follow Southwest 20 th Avenue east to Interstate 75. Follow Interstate 75 south to State Road 331/Southwest Williston Road. Follow Williston Road northeast to Southeast 4 th Street and follow 4 th Street southeast to Southeast 21 st Avenue. Follow 21 st Avenue east to Southeast 15 th Street. Follow 15 th Street south to Southeast 41 st Avenue and follow Southeast 41 st Avenue/Southeast 27 th Street east to Southeast 39 th Place. Follow Southeast 39 th Place east to its point of terminus. From the point of terminus of Southeast 39 th Place continue easterly along a line to the southern terminus of Southeast 35 th Avenue/Street. Follow 35 th Avenue/Street north to State Road 20/Southeast Hawthorne Road. Follow Hawthorne Road southeast to Southeast 43 rd Street and follow 43 rd Street north to State Road 26/East University Avenue. Follow East University Avenue east to State Road 26/Northeast 55 th Boulevard and follow 55 th Boulevard northeast to Northeast 27 th Avenue. Follow 27 th Avenue west to State Road 222/Northeast 39 th Boulevard. Follow 39 th Boulevard northwest to State Road 24/Northeast Waldo Road and follow Waldo Road northeast to County Road 232/53 rd Avenue. Follow 53 rd Avenue west to Northwest 43 rd Street and follow 43 rd Street south to Northwest 39 th

		Avenue/State Road 222.
<u>Bradford</u>	<u>Family</u>	<u>Entire County</u>
<u>Brevard</u>	<u>Elderly or Family</u>	<u>Entire County</u>
<u>Charlotte</u>	<u>Family</u>	<u>From the intersection of Loveland Blvd. and county line, follow the county line west to Charlotte Harbor. Follow Charlotte Harbor north to Peace River. Follow Peace River northeast to I-75. Follow I-75 north to Nova Lane. Follow Nova Lane west to Minneola Avenue. Follow Minneola Avenue north to Suncoast Blvd. Follow Suncoast Blvd. west to SR 769/Kings Hwy. Follow SR 769/Kings Hwy. north to Midway Blvd. Follow Midway Blvd. west to Loveland Blvd. Follow Loveland Blvd. north to county line.</u>
<u>Clay</u>	<u>Family</u>	<u>From northeastern corner of county, follow the county line west to State Road 21/Blanding Boulevard. Follow State Road 21 south to State Road 224/Kingsely Avenue east to the county line. Follow the eastern county line north to the northeastern corner.</u>
<u>Collier</u>	<u>Family</u>	<u>Entire County</u>
<u>Columbia</u>	<u>Family</u>	<u>Entire County</u>
<u>DeSoto</u>	<u>Family</u>	<u>Entire County</u>
<u>Duval</u>	<u>Family</u>	<u>Starting at the southwest corner of the county limits, follow the county line north to I-10. Follow I-10 east to I-295. Follow I-295 north to I-95. Follow I-95 north to the county line. Follow the county line around the remaining portion of the county to the southwest corner of the county limits.</u>
<u>Gadsden</u>	<u>Family</u>	<u>Entire County</u>
<u>Hardee</u>	<u>Family</u>	<u>Entire County</u>
<u>Hendry</u>	<u>Family</u>	<u>Entire County</u>
<u>Hernando</u>	<u>Family</u>	<u>Starting at the northern intersection of US98 and the county line, follow US 98 south to the Suncoast Parkway/SR 589. Follow the Suncoast Parkway/SR 589 south to Springhill Drive. Follow Springhill Drive west to US 19/SR55/Commerical Way. Follow US 19/SR 55/Commercial Way north to CR 595/Osowaw Blvd. Follow CR 595/Osowaw Blvd southwest to Aloha Lane. Follow Aloha Lane west to the Gulf of Mexico. Follow the Gulf of Mexico south to the county line. Follow the county line around the remaining portion of the county to the northern intersection of US 98 and the county line.</u>
<u>Indian</u>	<u>Elderly</u>	<u>Entire County</u>

<u>River</u>	<u>or</u> <u>Family</u>	
Lake	<u>Family</u>	<p>Starting at the Intersection of Lakeshore Drive and Anderson Hill Road, follow Anderson Hill Road east to US 27. Follow US 27 southeast to North Bradshaw Road. Follow Take N. Bradshaw Road southeast to 5 Mile Road. Follow Take 5 Mile Road southeast to Shell Pond Road. Follow Take Shell Pond Road East to the county line. Follow the county line south to Commonwealth Avenue N./SR 33. Follow Take SR 33 north to CR 561. Follow Take CR 561 north to Lakeshore Drive. Follow Take Lakeshore Drive northeast to the intersection of Anderson Hill Road.</p> <p>and</p> <p>Beginning at SR 44 and the county line, follow SR 44 southeast to CR 468. Follow CR 468 north to Pine Ridge Dairy Road/Lake Street. Follow Pine Ridge Dairy Road/Lake Street west to Cutoff Road/Marguerite Avenue. Follow Cutoff Road/Marguerite Avenue north to CR 446A. Follow CR 446A east to US 27. Follow US 27 south to Picciola Road. Follow Picciola Road north to Michigan Avenue. Follow Michigan Avenue east to Lake Griffin. Follow the western boundary of Lake Griffin southeast to Pemble Road. Follow Pemble Road south to US 441. Follow US 441 northeast to Sleepy Hollow Road. Follow Sleepy Hollow Road south to Sunnyside Drive. Follow Sunnyside Drive to Harris Drive. Follow Harris Drive south to Lake Harris. Follow the western boundary of Lake Harris to US 27. Follow US 27 south to CR 33. Follow CR 33 south to CR 470. Follow CR 470 west to the Turnpike/SR 91. Follow the Turnpike/SR 91 west to the county line. Follow the county line north to SR 44.</p> <p><u>Beginning at northwestern corner of county, follow county border south to CR 470/CR48. Follow CR 470/CR 48 east to SR 19. Follow SR 19 north to CR 448. Follow CR 448 east to county line. Follow county line north around the remaining portion of the county to the northwestern corner of county.</u></p>
Lee	<u>Elderly</u> <u>or</u> <u>Family</u>	<p>Entire County Starting at the intersection of I 75 and the Caloosahatchee River, follow the river southwest into San Carlos Bay and follow the shore of San Carlos Bay southeast to State Road 867/McGregor Boulevard. Follow State Road 867 east to County Road 869/Summerlin Road. Follow County Road 869 northeast to State Road 865 and follow 865 northeast to State Road 86/Daniel's Parkway. Follow State Road 86 east to SR 82/Immokalee Road. Follow SR 82/Immokalee Road east to the county line. Follow the county line north to SR 80/Palm Beach Blvd. Follow SR 80/Palm Beach Blvd. to I 75.</p>

<u>Leon</u>	<u>Family</u>	<u>Starting at the intersection of US 319 and State Road 154/Bannerman Road, follow Bannerman Road northwest to State Road 155/Meridian Road. Follow Meridian Road northwest to Orchard Pond Road and Orchard Pond Road west to State Road 157/Old Bainbridge Road. Follow Old Bainbridge Road south to Capital Circle. Follow Capital Circle south to I-10 and follow I-10 east to Missiou Road. Follow Missiou Road south to Appleyard Drive. Follow Appleyard Drive south to Jackson Bluff Road and follow Jackson Bluff Road east to Chipley Street. Follow Chipley Street south to Plant Street and follow Plant Street east to Eisenhower Street. Follow Eisenhower Street south to Orange Avenue. Follow Orange Avenue east to State Road 371/Lake Bradford Road. Follow Lake Bradford Road southwest to Capital Circle/State Road 263 and follow State Road 263 east to Capital Circle/US 319. Follow US 319 east to Tram Road and follow Tram Road/Rose Road east to WW Kelly Road and follow WW Kelly Road north to Chaires Crossroads/State Road 154. Follow State Road 154 north then west to Bradfordville Road. Follow Bradfordville Road north then west to US 319 and follow US 319 south to Bannerman Road.</u>
<u>Madison</u>	<u>Family</u>	<u>Entire County</u>
<u>Manatee</u>	<u>Family</u>	<u>Entire County</u>
<u>Marion</u>	<u>Family</u>	<u>Entire County</u>
<u>Orange</u>	<u>Family</u>	<u>Beginning at the intersection of the county line and W. Maitland Blvd, follow W. Maitland Blvd southwest to US 441/Orange Blossom Trail. Follow US 441/Orange Blossom Trail southeast to Beggs Road. Follow Beggs Road west to N. Pine Hills Road. Follow N. Pine Hills Road south to SR 438/Silver Star Road. Follow SR 438/Silver Star Road east to US 17/US 92/US 441/N Orange Blossom Trail. Follow US 17/US 92/US 441/N Orange Blossom Trail south to SR 438/W Princeton Street. Follow SR 438/W Princeton Street east to SR 527/N Orange Avenue/ Follow SR 527/N Orange Avenue north to SR 424A/SR 426/Fairbanks Avenue/Osceola Avenue/Brewer Avenue/Aloma Avenue. Follow SR 424A/SR 426/Fairbanks Avenue/Osceola Avenue/Brewer Avenue/Aloma Avenue east to Semoran Blvd/SR 436. Follow Semoran Blvd/SR 436 north to the county line. Follow the county line northwest to Orange Blossom Trail/US 441. Follow Orange Blossom Trail/US 441 northwest to Piedmont Wekiwa Road/Sandy Lane Drive/N Hiwassee Road/CR 435.</u>

<u>Palm Beach</u>	<u>Family</u>	<u>Beginning at intersection of Florida Turnpike and Donald Ross Road, follow Turnpike south to SR 802/Lake Worth Road. Follow SR 802/Lake Worth Road east to the Atlantic Ocean. Follow the Atlantic Ocean north to US 98/SR 80/SR 700/Southern Blvd. Follow US 98/SR 80/SR 700/Southern Blvd west to I-95. Follow I-95 north to Palm Beach Lakes Blvd. Follow Palm Beach Lakes Blvd. northeast to N. Australian Avenue. Follow N. Australian Avenue north to 25th Street. Follow 25th Street east to US 1. Follow US 1 north to 26th Street. Follow 26th Street east to N. Flagler Drive. Follow N. Flagler Drive south to SR A1A/Flagler Memorial Bridge/Royal Poinciana Way. Follow SR A1A/Flagler Memorial Bridge/Royal Poinciana Way east to SR A1A/County Road. Follow SR A1A/County Road south to Royal Palm Way. Follow Royal Palm Way east to the Atlantic Ocean. Follow the Atlantic Ocean north to Donald Ross Road. Follow Donald Ross Road west to the Florida Turnpike.</u>
<u>Pasco</u>	<u>Family</u>	<u>Starting at Northwest corner of county, follow county line east to I-75. Follow I-75 south to SR 52. Follow SR52 east to SR 579A/Prospect Road. Follow SR 579A/Prospect Road south to CR 579/Handcart Road/Morris Bridge Road. Follow CR 579/Handcart Road/Morris Bridge Road south to county line. Follow the county line west around the remaining portion of the county to the northwest corner of the county limits.</u>
<u>St. Lucie</u>	<u>Family</u>	<u>Entire County</u>

(2) Total Set-Aside Breakdown

~~An Applicant's ELI Set-Aside commitment at Part III.E.1.b.(2) of the Application must be consistent for all programs applied for. For example, an Applicant that is applying for Competitive HC and SAIL for a proposed Development in Lake County, must, when making a commitment for its ELI units, commit to the same percentage of total units at 33 percent AMI for both programs. In the event an Applicant fails to commit to the same percentage of total units at the ELI AMI level for all programs applied for, the Application will fail threshold.~~

Commitments to set aside residential units made by those Applicants that receive funding will become the minimum set-aside requirements for any other Corporation funds, to include non-competitive HC, that the Applicant may receive in the future for the same Development.

The total set-aside for MMRB, within the MMRB column, should not exceed 85 percent. In the event an MMRB Applicant selects a total set-aside percentage which is higher than 85 percent in the

MMRB column, the highest set-aside percentage will be adjusted to bring the total set-aside percentage down to 85 percent.

(a) Extremely Low Income (ELI) Set-Aside Commitment (Threshold)

The minimum ELI Set-Aside threshold requirements are as follows:

- (i) An Applicants with a proposed Development that does not qualify as a Set-Aside Location A Development, requesting Competitive HC only and Applicants requesting Competitive HC and SAIL, will meet threshold if the Applicant commits to set aside at least 10 percent of the total units for ELI Households;
- (ii) An Applicants with a proposed Development that does not qualify as a Set-Aside Location A Development that is, not requesting Competitive HC will automatically be deemed to meet threshold without any commitment to set aside units for ELI Households.
- (iii) An Applicant with a proposed Development that qualifies as a Set-Aside Location A Development, regardless of the funding requested, will meet threshold if the Applicant commits to set aside at least 20 percent of the total units for ELI Households. If requesting MMRB and non-competitive HC, the ELI commitment must be consistent for both programs.

~~Except for Competitive HC Applicants that select the Preservation Designation at Part V.A.3. of the Application, Applicants committing to set aside units for ELI Households above the minimum required to meet threshold (as set out in Items 1.b.(2)(a)(i) and (ii) above) are eligible for a supplemental loan as outlined in Part V.A.2. of the Application Instructions and Rule 67-48.0075, F.A.C.~~

(b) Special Needs Households (4 Points)

Except for Homeless Applicants (see exception below), tFo be eligible for points, Applicants rquesting Competitive HC must:

- (i) commit to set aside at least 50 percent of its ELI

units for Special Needs Households; and

- (ii) provide behind a tab labeled “Exhibit 36” the properly completed and executed Applicant Notification to Special Needs Household Referral Agency form, listing all of the Special Needs Household Referral Agencies included on the Special Needs Household Referral Agency Participation List for the county where the proposed Development will be located. The Applicant must forward a copy of the form to each of these Special Needs Household Referral Agencies.

The exception to the above requirement is if a Competitive HC Applicant selected and qualified for the Homeless Demographic at Part III.D. of the Application, it will automatically receive 4 points without any commitment to set aside any ELI units for Special Needs Households.

Applicants requesting MMRB will also automatically receive 4 points without any commitment to set aside any ELI units for Special Needs Households.

The Applicant’s ELI Set-Aside commitment, (minimum set-aside plus, if applicable, the additional set-aside commitment) must be entered on the applicable total set-aside breakdown chart (see Item 1.b.(2)(d)(e) below).

ELI County Chart			
County	ELI Set-Aside AMI level	County	ELI Set-Aside AMI level
Alachua	35 33%	Lee	33%
Baker	35%	Leon	33 30%
Bay	40 35%	Levy	45 40%
Bradford	40%	Liberty	45 40%
Brevard	33%	Madison	45 40%
Broward	28 30%	Manatee	33 30%
Calhoun	45 40%	Marion	40%
Charlotte	40 33%	Martin	33%
Citrus	45 40%	Miami-Dade	33%
Clay	30%	Monroe	28 30%
Collier	28 25%	Nassau	30%
Columbia	45 40%	Okaloosa	30%
De Soto	45 40%	Okeechobee	45 40%
Dixie	45 40%	Orange	33%
Duval	30%	Osceola	33%
Escambia	35%	Palm Beach	28%
Flagler	35 33%	Pasco	35 33%
Franklin	45 40%	Pinellas	35 33%
Gadsden	33 30%	Polk	40%

Gilchrist	35 33%	Putnam	45 40%
Glades	45 40%	St. Johns	30%
Gulf	45 40%	St. Lucie	33%
Hamilton	45 40%	Santa Rosa	35%
Hardee	45 40%	Sarasota	33 30%
Hendry	45 40%	Seminole	33%
Hernando	35 33%	Sumter	40%
Highlands	45 40%	Suwannee	45 40%
Hillsborough	35 33%	Taylor	45 40%
Holmes	45 40%	Union	45 40%
Indian River	35 33%	Volusia	40 35%
Jackson	45 40%	Wakulla	40 35%
Jefferson	33 30%	Walton	40%
Lafayette	45 40%	Washington	45 40%
Lake	33%		

(c) (b) Total Set-Aside Commitment (3 Points)

Applicants, except those requesting funding for ALF Developments, will receive 3 points for a commitment to set aside at least 70 percent of the Development's units at 60 percent AMI or less. Applicants requesting funding for ALF Developments will receive 3 points for a commitment to set aside at least 50 percent of the Development's units at 60 percent AMI or less.

The total set-aside must be entered on the applicable total set-aside breakdown chart (see Item 1.b.(2)(d)(e) below).

(d) (e) Total Set-Aside Breakdown Chart

Complete each column of the applicable total set-aside breakdown chart at Part III.E. ~~Item 1.b.(3)(2)(a), (b), (c), (d) or (e)~~ in the Application. The Applicant must indicate on the applicable total set-aside breakdown chart the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. Where reasonably possible, Applicants will be required to keep the unit mix consistent to each AMI level committed to.

In the event of a discrepancy between the set-aside commitments shown in this section and those shown elsewhere within the Application, the set-aside commitments shown in this section shall be deemed to be the Applicant's set-aside commitments.

2. Commitment for HOME Applications:

- a. **Minimum HOME-Assisted Units (Threshold for Applicants requesting HOME Only or Competitive HC and HOME)**

HOME Applicants must calculate the minimum number of set-aside units required by HUD and the minimum number of set-aside units as a percentage of the total units. If the Total Development Cost is revised during the scoring process, either by the Corporation or by the Applicant as provided in Rule Chapter 67-48.004, F.A.C., the smaller amount of Total Development Cost will be used for the purposes of calculating this set-aside and the applicable points will be awarded for setting aside units beyond the minimum required.

In the event of a discrepancy between the amounts entered by the Applicant at Part III.E.2.a.(1), (2) and/or (4) and those shown elsewhere within the Application, the HOME loan request amount stated at Part V.A.1. shall be deemed to be the requested amount, the Total Development Cost amount stated on the Development Cost Pro-Forma shall be deemed to be the Total Development Cost (unless revised as provided above, in which case the smaller amount will be deemed to be the Total Development Cost), and the total number of units stated at Part III.A.6. shall be deemed to be the total number of units for the Development.

Applicants requesting Competitive HC and HOME must complete the questions at Part III.E.1.a. and b. of the Application for the Competitive HC funding and the questions at Part III.E.2.a. of the Application for the HOME funding.

b. Total Set-Aside Commitment (for Applicants requesting HOME Only)

(1) Commitment to Set Aside Units Beyond the Minimum Required (Maximum 3 Points)

Calculate the percentage of additional HOME-Assisted (set-aside) Units beyond the minimum required that Applicant is committing to. Points will be awarded in accordance with the following chart:

Percentage of Set-Aside Units Beyond the Minimum Required	Developments with 0-30 Total Units	Developments with 31 - 60 Total Units	Developments with 61 or More Total Units
5.01-10%	2.25 Points	1.5 Points	.75 Points
10.01-15%	3 Points	2.25 Points	1.5 Points
15.01-20%		3 Points	2.25 Points
20.01% or more			3 Points

(2) Total Set-Aside Percentage

Calculate the total set-aside percentage.

(3) ~~d~~ Summary of HOME-Assisted Units

Low HOME Rent units must be equal to or greater than 20 percent of the total set-aside units committed to. All remaining set-aside units will be High HOME Rent units. Calculate the number of Low HOME and High HOME rent units. Round up the number of Low HOME Rent Units to the next whole unit. High and Low HOME Rent charts are incorporated by reference and are available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

3. Affordability Period for MMRB, SAIL, HOME and HC Applications (Maximum 5 Points):

If the Applicant irrevocably commits to set aside units in the proposed Development for a total of 31 or more years, points will be awarded based on the following chart:

Total Set-Aside Years	Points Awarded
50 or more	5
45-49	4
40-44	3
35-39	2
31-34	1

Any HC Applicant that commits to set aside units beyond the HC minimum 30 years is also irrevocably committing to waive the option to convert to market after year fourteen (14).

~~For Applicants requesting Competitive HC or Competitive HC and SAIL, the Affordability Period committed to in this section includes the units set aside for ELI Households. Except for Competitive HC Applicants that select the Preservation Designation at Part V.A.3. of the Application, after 15 years the ELI Set Aside units above the 10 percent threshold minimum requirement (the units for which the Applicant received the Supplemental Loan Amount) may convert to serve the highest AMI percentage committed to on the Set Aside Breakdown Chart at Part III.E.1.b.(2) of the Application.~~

~~For Applicants not requesting Competitive HC, the Affordability Period committed to in this section includes the units set aside for ELI Households. However, after 15 years all of the ELI Set Aside units may convert to serve families at or below 60 percent AMI.~~

F. Resident Programs (Maximum 14 Points)

Applicants may select resident programs from the Qualified Resident Programs for Non-Elderly and Non-Homeless Developments section, the Qualified Resident Programs for Homeless Developments – SRO and Non-SRO section, or the Qualified Resident Programs for Elderly Developments – Non-ALF and ALF section, up to a maximum of 6 points. Programs in the Qualified Resident Programs for All Applicants section may be selected, up to a maximum of 8 points.

All resident programs selected by the Applicant will be included in the Land Use Restriction Agreement(s) and/or Extended Use Agreement and must be maintained in order for the Development to remain in compliance unless the Board approves a change.

1. **Qualified Resident Programs for Non-Elderly and Non-Homeless Developments (Maximum 6 Points)**

To be eligible to select resident programs from this category, the Applicant cannot have selected and qualified for the Elderly or Homeless Demographic Commitment at Part III.D.

- a. **Welfare to Work or Self-Sufficiency Type Programs.** The Applicant commits to actively seek residents who are participating in or who have successfully completed the training provided by these types of programs. To receive point, Applicant must identify the program and the contact person. (1 point)
- b. **Homeownership Opportunity Program.** MMRB, SAH, HC and HOME Applicants may only select Item (1) below, with one exception. The exception is that HC Applicants that selected “Single Family Rental” as the Development Type at Part III.A.4. have the option of selecting either Item (1) or Item (2) below.

(1) **Financial Assistance with Purchase of a Home. (2 points)**

Applicant commits to provide a financial incentive which includes the following provisions:

- The incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest;
- the incentive must be not less than 5 percent of the rent for the resident’s unit during the resident’s entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);

- the benefit must be in the form of a gift or grant and may not be a loan of any nature;
- the benefits of the incentive must accrue from the beginning of occupancy;
- the vesting period can be no longer than 2 years of continuous residency; and
- no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program.

OR

- (2) For HC Single Family Rental Developments (Application reflects the Single Family Rental Development Type at Part III.A.4.):

Financial Assistance with Purchase of a Unit in the Development. (1 point) Applicant must make this homeownership opportunity program available to all residents in compliance with their current lease, at no cost to the resident. The program must set-aside 10 percent of the resident's gross rent towards a down payment to assist the resident in the purchase of a unit in the Development. The resident may be suspended from the program during the period of a lease if the resident violates any provision of the lease. Upon renewal of the lease, the resident must be reinstated into the program for the period of that renewal, with suspension permitted under the same terms as discussed above.

- c. **After School Program for Children** - This program requires the Applicant or its Management Agent to provide supervised, structured, age-appropriate activities for children during the after school hours, Monday through Friday. Activities must be on-site and at no charge to the residents. (3 points)
- d. **First Time Homebuyer Seminars** - Applicant or its Management Agent must arrange for and provide, at no cost to the resident, in conjunction with local realtors or lending institutions, semiannual on-site seminars for residents interested in becoming homeowners. Electronic media, if used, must be used in conjunction with live instruction. (1 point)
- e. **Literacy Training** - Applicant or its Management Agent must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Electronic media, if used, must be used in conjunction with live instruction. (2 points)

- f. Job Training - Applicant or its Management Agent must provide, at no cost to the resident, regularly scheduled classes in keyboarding, computer literacy, secretarial skills or other useful job skills, which will be provided at least once each quarter. If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
2. Qualified Resident Programs for Homeless Developments - SRO and Non-SRO (Maximum 6 Points)

To be eligible to select resident programs from this category, the Applicant must have selected and qualified for the Homeless Demographic Commitment at Part III.D.

Note: All Applicants selecting and qualifying for the Homeless Demographic Commitment in this Application will be required to provide a Case Management Program whereby the Applicant or its Management Agent must provide, at no cost to the resident, a Case Manager (at least one for every 25 Homeless or formerly Homeless resident families ~~residents~~) whose activities are aimed at assessing resident needs, planning services, linking the service system to a resident, coordinating the various system components, monitoring service delivery, and evaluating the effect of service delivery. Case Managers must possess at least a bachelor's degree in human services or a related field.

- a. The following resident programs are available for SRO Developments only (Applicant selected the SRO Development Type at Part III.A.4.):
- (1) Staffed Kitchen/Cafeteria - Applicant or its Management Agent must provide, at no cost to the resident, an on-site staffed kitchen/cafeteria that provides at least one meal, 7 days per week. (3 points)
 - (2) Daily Activities – Applicant or its Management Agent must provide on-site supervised, structured activities, at no cost to the resident at least 5 days per week. (3 points)
- b. The following resident programs are available for Non-SRO Developments only:
- (1) Homeownership Opportunity Program. MMRB, ~~SAH~~, HC and HOME Applicants may only select Item (a) below, with one exception. The exception is that HC Applicants that selected “Single Family Rental” as the Development Type at Part III.A.4. have the option of selecting either Item (a) or Item (b) below.

- (a) **Financial Assistance with Purchase of a Home. (2 points)** Applicant commits to provide a financial incentive which includes the following provisions:
- The incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest;
 - the incentive must be not less than 5 percent of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);
 - the benefit must be in the form of a gift or grant and may not be a loan of any nature;
 - the benefits of the incentive must accrue from the beginning of occupancy;
 - the vesting period can be no longer than 2 years of continuous residency; and
 - no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program.

OR

- (b) **For HC Single Family Rental Developments (Application reflects the Single Family Rental Development Type at Part III.A.4.):**

Financial Assistance with Purchase of a Unit in the Development. (1 point) Applicant must make this homeownership opportunity program available to all residents in compliance with their current lease, at no cost to the resident. The program must set-aside 10 percent of the resident's gross rent towards a down payment to assist the resident in the purchase of a unit in the Development. The resident may be suspended from the program during the period of a lease if the resident violates any provision of the lease. Upon renewal of the lease, the resident must be reinstated into the program for the period of that renewal, with suspension permitted under the same terms as discussed above.

- (2) After School Program for Children - This program requires the Applicant or its Management Agent to provide supervised, structured, age-appropriate activities for children during the after school hours, Monday through Friday. Activities must be on-site and at no charge to the residents. (3 points)
 - (3) First Time Homebuyer Seminars - Applicant or its Management Agent must arrange for and provide, at no cost to the resident, in conjunction with local realtors or lending institutions, semiannual on-site seminars for residents interested in becoming homeowners. Electronic media, if used, must be used in conjunction with live instruction. (1 point)
- c. The following resident programs are available for both SRO and Non-SRO Developments:
- (1) Welfare to Work or Self-Sufficiency Type Programs - The Applicant commits to actively seek residents who are participating in or who have successfully completed the training provided by these types of programs. To receive point, Applicant must identify the program and the contact person. (1 point)
 - (2) Literacy Training - Applicant or its Management Agent must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
 - (3) Job Training - Applicant or its Management Agent must provide, at no cost to the resident, regularly scheduled classes in keyboarding, computer literacy, secretarial skills or other useful job skills, which will be provided at least once each quarter. If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction. (2 points)

OR

3. Qualified Resident Programs for Elderly Developments – Non-ALF and ALF (Maximum 6 Points)

To be eligible to select resident programs in this category, the Applicant must have selected and qualified for the Elderly Demographic Commitment at Part III.D.

Note: All Applicants selecting and qualifying for the Elderly Demographic Commitment as an Assisted Living Facility at Part III.D. will be required

to provide a Case Management Program whereby the Applicant, Case Manager, Management Agent, or its Service Provider must provide, at no cost to the resident, a Case Manager (at least one for every 25 residents) whose activities are aimed at assessing resident needs, planning services, linking the service system to a resident, coordinating the various system components, monitoring service delivery, and evaluating the effect of service delivery. Case Managers must possess at least a bachelor's degree in human services or a related field.

- a. The following resident programs are available for Elderly Non-ALF Developments only:
- (1) Daily Activities - Applicant or its Management Agent must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week. (3 points)
 - (2) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry - The Applicant or its Management Agent will provide residents with a list of qualified service providers for (a) light housekeeping, and/or (b) grocery shopping, and/or (c) laundry and will coordinate, at no cost to the resident, the scheduling of services. (1 point)
 - (3) Resident Assurance Check-In Program – Applicant commits to provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate. (2 points)
 - (4) Manager On-Call 24 Hours Per Day – Applicant must provide management personnel on the Development's premises at all times who will be available and accessible to the residents 24 hours per day, seven days per week, at no cost to the resident. (2 points)
- b. The following resident programs are available for Elderly ALF Developments only (Applicant selected "Yes" at Part III.D.1.a.):
- (1) Medication Administration – The Applicant or its Management Agent shall provide, pursuant to ALF licensure requirements, staff to administer medications in accordance with a health care provider's order or prescription label. (3 points)
 - (2) Services for Persons with Alzheimer's Disease and Other Related Disorders – The Applicant or its Management Agent shall advertise and provide supervision and services to persons with Alzheimer's disease and other related disorders that are specific to

each affected resident and pursuant to ALF licensure requirements.
(3 points)

c. The following resident programs are available for both Elderly Non-ALF and Elderly ALF Developments:

- (1) Private Transportation – The Applicant or its Management Agent must make available a safe and serviceable vehicle that can transport residents to off-site locations for such things as medical appointments, public service facilities, and/or educational or social activities, at no cost to the resident. A nearby bus stop or access to programs such as “Dial-A-Ride” will not be acceptable for purposes of this program. (3 points)
- (2) Literacy Training - Applicant or its Management Agent must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
- (3) Computer Training – The Applicant or its Management Agent shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Electronic media, if used, must be used in conjunction with live instruction. (2 points)

AND

4. Qualified Resident Programs for ALL Applicants (Maximum 8 Points)

a. Health and Wellness

- (1) The following resident programs are available for All Developments Except Elderly ALF Developments:
 - (a) Health Care – At least quarterly visits by health care professionals such as nurses, doctors, or other licensed care providers. At a minimum, the following services must be provided: health screening, flu shots, vision and hearing tests. Regularly scheduled is defined as not less often than once each quarter. On-site space must be provided. Service must be provided at no cost to the residents, with the exception that the residents may be charged for medications. (2 points)

- (b) **Health and Nutrition Classes** – At least 8 hours per year, provided on site at no cost to the residents. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
 - (e) **Mentoring** – Establish a partnership with a primary or secondary education institution to encourage mentoring, tutoring and/or financial support that will benefit the residents of the proposed affordable housing community. This service must be provided at no cost to the resident. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
- (2) The following resident programs are available for Elderly ALF Developments only (Applicant selected “Yes” at Part III.D.1.a.):
- (a) **Health and Wellness Services and Activities** – The Applicant or its Management Agent shall make available, at no cost to the resident, an on-site facility(s) to provide individual and group health and wellness activities provided by organizations or staff licensed, certified or trained to conduct the activities. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
- These activities must include: (i) at least monthly scheduled and structured health care related screenings such as hearing, vision, dental, nutrition, mobility and mental health provided by licensed or certified professionals relevant to the activity; (ii) at least weekly scheduled and structured health and wellness educational activities providing information and instruction on topics such as nutrition and diet, medications, mobility and exercise, good mental health and health care self-advocacy; and (iii) at least daily activities related to resident appropriate exercise and physical movement.
- (b) **Mentoring and Intergenerational**– The Applicant or its Management Agent shall establish and maintain partnership(s) with a primary or secondary education institution(s) to encourage and coordinate structured mentoring, tutoring and other intergenerational activities among the residents and community’s students. Other examples include foster grandparents, volunteer companion and chore programs. Electronic media, if used, must be used in conjunction with live instruction. (2 points)

- b. **Resident Activities** - These specified activities are planned, arranged, provided and paid for by the Applicant or its Management Agent. These activities must be an integral part of the management plan. The Applicant must develop and execute a comprehensive plan of varied activities that brings the residents together and encourages community pride. The goal here is to foster a sense of community by bringing residents together on a regularly scheduled basis by providing activities such as holiday and special occasion parties, community picnics, newsletters, children's special functions, etc. (2 points)
- c. **Financial Counseling** - This service must be provided by the Applicant or its Management Agent, at no cost to the resident, and must include the following components: must be regularly scheduled at least once each quarter; must include tax preparation assistance by qualified professionals; must include educational workshops on such topics as "Learning to Budget", "Handling Personal Finances", "Predatory Lending", or "Comparison Shopping for the Consumer". Electronic media, if used, must be used in conjunction with live instruction. (2 points)
- d. **English as a Second Language** – The Applicant or its Management Agent must make available, at no cost to the resident, literacy tutor(s) who will provide weekly English lessons to residents in private space on-site. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
- e. **Resident Assistance Referral Program** - The Applicant or its Management Agent will make available to residents information about services such as crisis intervention, individual and family needs assessment, problem solving and planning, appropriate information and referral to community resources and services based on need, monitoring of ongoing ability to retain self sufficiency, and advocacy to assist clients in securing needed resources. This service must be provided at no cost to the resident. Electronic media, if used, must be used in conjunction with live instruction. (2 points)
- f. **Swimming Lessons** – The Applicant or its Management Agent must provide on-site swimming lessons for children or adults, at no cost to the resident, at least twice each year. (2 points)
- g. **Life Safety Training** – The Applicant or its Management Agent must provide courses such as fire safety, first aid (including CPR), etc., on-site, at least twice each year, at no cost to the resident. Electronic media, if used, must be used in conjunction with live instruction. (2 points)

Only Applicants requesting HOME funding must answer the questions in Part III. G, H and I below.

G. HOME Uniform Relocation Act (Threshold)

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) is government-wide legislation and compliance begins at the initiation of negotiation for federal assistance. Failure to provide all required Uniform Relocation Act information shall result in threshold failure.

1. Applicant must select "Yes" if any portion of the proposed Development will involve rehabilitation work, regardless of whether Rehabilitation/~~Substantial Rehabilitation~~ or Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ was selected as the Development Category at Part III.A.3.
2.
 - a. - e. Answer all questions as appropriate.
 - f. Provide the following documentation in a separate notebook entitled "Relocation Documentation". Only one copy of this documentation is required.
 - (1) & (2) List of all occupied units and tenant income certifications – The income of persons and households who are currently occupying a unit that will receive HOME assistance must be provided to determine whether they are income eligible. For all occupied units, the Applicant must provide a summary list of all residents and income certifications for those residents in occupied units that will be HOME-Assisted Units. If the existing residents and/or Development is/are currently participating in a federally subsidized program (such as Project-based Section 8, Section 8 Existing or Section 8 Voucher Programs), the residents' current income certification forms required for that program may be used instead.
 - (3) Provide a brief description of how the Development will meet the HOME set-aside requirements. The description must indicate whether the existing residents are HOME eligible residents, or whether the residents will be evicted and replaced with income eligible residents in order to meet the set-aside requirements committed to in this Application.
 - (4) Cost of Relocation - Describe how the cost of relocation will be covered. Detail how the temporary and permanent relocation will be handled.
 - (5) General Information Notice - In accordance with the Uniform

Relocation Act (URA), as part of 24 CFR Part 92, a Development applying for HOME funds must provide a notice to all tenants at time of Application, informing them of their rights under the URA in accordance with Chapter 2 of the HUD Handbook 1378. The Handbook is incorporated by reference and is available on the Corporation's Website under the ~~2009~~ ~~2008~~ Universal Application link labeled Related ~~References Information~~ and Links. The proper manner of notice is provided in this Handbook. A copy of each General Information Notice must be provided to each tenant, not just tenants in HOME-Assisted Units. The Applicant must provide a copy of each General Information Notice for each occupied unit in the notebook labeled "Relocation Documentation". Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered.

3. a. If the Applicant owns the Development site, provide a narrative describing the acquisition behind a tab labeled "**Exhibit 37 36**". This narrative must describe how, when, and from whom the property was acquired and whether or not the property was vacant when acquired.
- b. If the Applicant is a private company and is acquiring the property, the Applicant (buyer) must provide the seller with a notice that the buyer does not have the power of eminent domain to obtain the property and a determination of market value will estimate the value of the property. This must be done prior to execution of the contract or may be attached as an addendum to the contract. A copy of the required notice must be provided behind a tab labeled "**Exhibit 38 37**". A sample addendum is available on the Corporation's Website.
- c. If the Applicant is a public (government) Applicant, respond to all applicable remaining questions in this relocation section.
- d. If the buyer has the power of eminent domain, buyer must notify the seller in writing that it has such power and the determination of market value for the property is being waived. Provide a copy of the required notice behind a tab labeled "**Exhibit 38**". A sample notice is available on the Corporation's Website.
- e. If the Applicant is a public (government) Applicant and does not have the power of eminent domain, provide the following: (1) notice of interest, (2) determination of fair market value, (3) appraisal of the property, and (4) written offer of just compensation which includes a statement of just value, property description, and identification of buildings. Provide all required documentation behind a tab labeled "**Exhibit 38**".

H. HOME Certification of Consistency With the Consolidated Plan (Threshold)

Provide evidence behind a tab labeled "**Exhibit 39**" that the proposed Development is consistent with the applicable Consolidated Plan. Developments located in entitlement jurisdictions should request a certification of consistency letter from the appropriate authorities in that jurisdiction (typically, the community development staff).

Developments located in non-entitlement jurisdictions (e.g. small non-entitlement cities or unincorporated areas of counties) should request a certification of consistency letter from the state. Failure to provide this certification will result in threshold failure. To request a certification of consistency letter from the state (or if you are not sure which Consolidated Plan applies to the location of your proposed HOME Development), please contact:

Judy Peacock (or her successor)
 Bureau of Community Development
 Division of Housing and Community Development
 Florida Department of Community Affairs
 850-922-1454

I. HOME Other Federal Requirements (Threshold)

1. Federal Labor Requirements - Owners of a building or buildings which consist of 12 or more HOME-Assisted Units which are to be constructed or rehabilitated by the same contractor under a single contract (including Scattered Site Developments) must comply with the Federal Labor Standards requirements as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

Federal Labor Standards require that all persons working on the site be paid an hourly rate not less than the minimum rate specified in the Wage Determination issued by HUD for each particular property. The owner will be required to submit to the Corporation, or its representative servicer, payroll reports and certifications to verify wage payments. Conformance with Labor Standards will be monitored during the construction/rehabilitation period in conjunction with the draw inspections by the consulting engineer/architect engaged by the underwriter/servicer.

If the Development contains 12 or more HOME-Assisted Units to be rehabilitated or constructed under a single contract, the Corporation will require, prior to the start of construction, certification by the Applicant that it has been advised by the Corporation of its responsibilities and obligations regarding the federal labor and wage requirements and that it agrees to comply with the guidelines.

2. HUD Environmental Requirements – Applicant will be required to comply with the HUD environmental requirements as provided in 24 CFR Part 92 and 24 CFR Part 58.

3. Debarment and Suspension - Owners and contractors are prohibited from employing, awarding contracts, or funding any contractors or subcontractors that have been debarred, suspended, proposed for debarment or placed on ineligibility status by HUD. In addition, any owners who are debarred, suspended, proposed for debarment, or ineligible will be prohibited from participating in the HOME Program. Therefore, a certification must be executed by the contractor for compliance with debarment and suspension regulations. Provide the certification behind a tab labeled "**Exhibit 40**". This certification is incorporated by reference and is available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links. Failure to provide this executed certification shall result in threshold failure.
4. Lead Based Paint - If the Development was built before 1978, Lead Based Paint Regulations may apply. See 24 CFR Part 35 for exemptions. To be eligible for HOME funding, the Applicant must certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

If the Applicant is purchasing the property and the Development was built before 1978, provide a copy of the executed Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards form, signed by both the buyer and the seller, behind a tab labeled "**Exhibit 41**". This form is incorporated by reference and is available on the Corporation's Website under the 2009 2008 Universal Application link labeled Related References Information and Links. Failure to provide a copy of the executed disclosure form, if applicable, shall result in threshold failure.

5. Match - 24 CFR § 92.220 requires the Corporation to match funds for each HOME dollar spent on a Development. For purposes of Match calculation of taxes, fees, or charges that are forgiven for future years, the value of the Match is the present discounted cash value, based on a rate equal to the 10-year Treasury note rate in effect as of close of business on October 7, 2008, plus 285 basis points the date the HOME Rental Notice of Funding Availability (NOFA) is published in the Florida Administrative Weekly. This rate may be obtained from the Corporation prior to the Application Deadline.

For purposes of the Universal Application, Match contributions must be made from nonfederal resources and may be in the form of one or more of the following:

- a. Cash contributions from nonfederal sources.

To be recognized as a cash contribution, funds must be contributed permanently to the HOME Development. Therefore, to receive match credit for the full amount of a loan to a HOME Development, all

repayment, interest, or other return on investment of the contribution must be deposited in the local account of the participating jurisdiction's HOME Investment Trust Fund to be used for eligible HOME activities in accordance with the requirements of 24 CFR § 92.220.

b. Forbearance of fees - state and local taxes, charges or fees.

The value of state or local taxes, fees, or other charges that are normally imposed or charged by a state or local government on all transactions or developments in the conduct of its operations, which are waived, foregone, or deferred, may be counted as Match. The amount of any real estate taxes may be based on post-improvement property value.

c. Donated Real Property.

The value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of donated land or other real property may be counted as Match, as provided below. The donation may be made by the participating jurisdiction, non-federal public entities, private entities, or individuals, with the exception of cash or other forms of contributions from Applicants, or Affiliates thereof, for or recipients of HOME assistance or contracts, or investors who own, are working on, or are proposing to apply for, assistance for a HOME-assisted project.

- (1) Donated property not acquired with Federal resources is a contribution in the amount of 100 percent of the value.
- (2) Donated property acquired with federal assistance may provide a partial contribution. The property must be acquired with federal assistance specifically for a HOME development. The property must be acquired with the federal assistance at demonstrably below the appraised value and must be acknowledged by the seller as a donation to affordable housing at the time of the acquisition with the federal assistance. The amount of the contribution is the difference between the acquisition price and the appraised value at the time of acquisition with the federal assistance.
- (3) Property must be appraised in conformance with established and generally recognized appraisal practice and procedures in common use by professional appraisers. Opinions of value must be based on the best available data properly analyzed and interpreted. The appraisal of land and structures must be performed by an independent, certified appraiser.

List the amount of each source of Match funding. For each source of Match funding listed, the Applicant must provide documentation consisting of a signed

statement from the source detailing the type of contribution, the amount of the contribution, and how the amount of the contribution was calculated. If determination of the contribution amount is based on the present value calculation, include the actual present value calculation as described in 24 CFR § 92.220. Provide this information behind a tab labeled “**Exhibit 42**”. If additional space is required, enter the information on the addenda located at the end of the Application.

Match as a percentage of the HOME loan amount will be used as a tie-breaker as described further in the Ranking and Selection Criteria section of the Universal Application Instructions.

Part IV. Local Government Support

A. Contributions (Maximum 5 Points)

The following Applicants will automatically receive 5 points without any requirement to obtain a Local Government contribution:

- Applicants requesting MMRB through a Supplemental MMRB Application Cycle in the current funding cycle.
- Applicants receiving Tax-Exempt Bonds issued by either the Corporation or a Local Government, excluding 501(c)(3) Bonds from either source.
- Applicants that reflect Rehabilitation/~~Substantial Rehabilitation~~ or Acquisition and Rehabilitation/~~Substantial Rehabilitation~~ at Part III.A.3. of the Application.
- Applicants that selected and qualified for the Homeless Demographic at Part III.D. of the Application.

To be eligible to receive 5 points, all other Applicants must obtain a Local Government contribution with a value equal to or greater than the amounts listed on the County Contribution List and demonstrate such contribution by providing the properly completed and executed Local Government Verification of Contribution form(s). To qualify for points, the amount of the contribution stated on the applicable form(s) must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc., and each Local Government Verification of Contribution form must reflect the following dates:

- the effective date of the Local Government commitment and/or fee waiver (date must be on or before the Application Deadline); and
- the term of the commitment and/or fee waiver (the commitment and/or fee waiver must be effective at least through December 31, 2009 2008)

- (1) Provide the Local Government Verification of Contribution – Grant form behind a tab labeled “**Exhibit 43**”;

- (2) Provide the Local Government Verification of Contribution – Fee Waiver form behind a tab labeled “**Exhibit 44**”;
- (3) Provide the Local Government Verification of Contribution – Loan form behind a tab labeled “**Exhibit 45**”; and/or
- (4) Provide the Local Government Verification of Contribution – Fee Deferral form behind a tab labeled “**Exhibit 46**”.

To be considered complete and eligible for points, the following documentation, as applicable, must be attached to the Local Government Verification form:

- The payment stream for all present value calculations (if contribution consists of a loan or deferred fee); or
- the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver)

In order to be eligible for points for a Local Government contribution, the contribution must provide a tangible economic benefit that results in a quantifiable cost reduction and must be given specifically because the Development will provide affordable housing. Local Government contributions that are not specifically made for the benefit of affordable housing but are instead of general benefit to the area in which the Development is located will NOT qualify as a contribution to the Development. Further, the fact that no impact fees or other such fees are levied by a local jurisdiction for ANY type of development DOES NOT constitute a "Local Government Contribution" to the proposed Development. Similarly, if such fees ARE levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this form, no "Local Government Contribution" exists and no points will be awarded. In addition, the absence of interest on a loan or the absence of interest payments until a specific date does not constitute a deferral or waiver of fees. State, federal, or Local Government funds initially obtained by or derived from a Local Government qualify as a Local Governmental contribution even though the funds are directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization, provided that they otherwise meet the requirements set forth in this Application, including those relating to the executed verification form. Local Government contributions that have not received final approval will not qualify as a Local Government contribution for purposes of this Application. The following will not qualify as a Local Government Contribution: (i) a contribution from an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer and (ii) HOPE VI funds.

The only Local Government contributions that will count for the purpose of scoring are:

- Monetary grants

- Loans with the exception of USDA RD funds
- A one-year or more deferral of a fee beyond the date that it is routinely due
- Waiver of fees

The contribution may not be included on the Development Cost Pro Forma nor may it be considered part of Development Cost for purposes of calculating HC basis or Developer's fee. The exception to the previous sentence is deferred Local Government fees, which may be shown on the Development Cost Pro Forma.

All loans and fee deferrals must be present valued to determine the value of these contributions.

Calculate the net present value of the payments using the discount rate, the 10 year Treasury note in effect as of close of business on October 7, 2008 ~~the date the HC Notice of Credit Availability (NOCA) is published in the Florida Administrative Weekly~~ plus 285 basis points. This figure may be obtained from the Corporation prior to the Application Deadline.

A loan with a forgiveness provision requiring approval of the Local Government will be treated as a loan, rather than as a grant, for scoring purposes. The "Loan" verification form should be used.

To calculate the value of a Local Government below market interest rate loan:

- Calculate the net present value of the payments due to the Local Government including any balloon payment of principal due on a non-amortizing or non-fully amortizing loan.
- Calculate the net present value of the loan payments using the discount rate, ~~the 10 year Treasury note in effect as of the date the HC Notice of Credit Availability (NOCA) is published in the Florida Administrative Weekly plus 285 basis points. This figure may be obtained from the Corporation prior to the Application Deadline.~~
- Subtract the net present value of the loan payments from the original loan principal amount. The remaining amount ~~number~~ is the value of the Local Government contribution.

Example: If the discount rate is assumed to be 9 percent and the Local Government will provide a fully amortizing \$1,000,000 loan at 3 percent for 15 years, the contribution is calculated as follows:

Calculate the monthly payment of the \$1,000,000 loan at 3 percent (\$6,905.82).

Calculate the net present value of the stream of \$6,905.82 monthly payments over 15 years (180 months) using a 9 percent discount rate (\$680,868.33).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution (\$1,000,000 - \$680,868.33 = \$319,131.67 value).

Example: If the discount rate is assumed to be 9 percent and the Local Government will provide an interest only \$1,000,000.00 loan at 3 percent for 15 years, the contribution is calculated as follows:

Calculate the monthly payment of the \$1,000,000 loan at 3 percent. Multiply the \$1,000,000 by 3 percent and divide the result by 12. The answer is \$2,500. As such, the loan payments for the first 179 months are \$2,500. The 180th payment is the \$2,500 plus the balloon payment of \$1,000,000, which is \$1,002,500.

Calculate the net present value of the stream of the various monthly payments over 15 years (180 months) using a 9 percent discount rate (\$507,032.96).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution (\$1,000,000 - \$507,032.96 = \$492,967.04 value).

❖ SCORING:

The government contact person listed on the Verification of Local Government Contribution form(s) may be contacted to verify the nature and the amount of the contribution. If the amount and type of contribution is verified to be less than that represented in the Application, the Applicant will receive points only for the lesser amount. If the amount and type of contribution cannot be verified, the Applicant will receive zero points for that contribution. In either case, the Applicant may also be subject to the consequences set forth in section 420.507(35), F.S., and Rule Chapter 67-48, F.A.C.

Scorers will use the Hewlett Packard 12C calculator or a similar Hewlett Packard calculator to calculate the present value of a loan and fee deferral in order to determine the value amount of the Local Government contribution. Scorers, where applicable, will adjust the amount of the Local Government contribution up or down depending on the results of these calculations.

NOTE: Funds administered by the Local Government, including federal funds and SHIP funds, may be included in the contribution as long as the appropriate verification form and all required supporting documentation are included. For purposes of this form, USDA-RD funds will NOT count as a 'Local

Government contribution’.

NOTE: For waiver of fees, attach a sheet behind the Local Government Verification of Contribution form detailing how the amount of savings was calculated. For waivers of fees that are determined on a per set-aside unit basis, calculations should show the amount waived per set-aside unit for each waived fee. Failure to attach a sheet showing these calculations will result in the contribution not being considered.

NOTE: For loans and fee deferrals, attach a separate sheet behind the applicable Local Government Verification of Contribution form showing the payment stream used to calculate the net present value of the contribution. For example, a sheet of paper that stated the following would be acceptable: “The net present value of the Manatee County \$500,000 loan was computed using a payment stream of \$2,000 for 60 months, \$3,000 for 60 months, and \$5,000 for 60 months.” Failure to attach a sheet that provides this information will result in the contribution not being considered.

In order for an Application to achieve the maximum 5 points, the Applicant must provide evidence of a contribution value whose dollar amount is equal to or greater than the amount listed on the County Contribution List for the county in which the proposed Development will be located. Those Applications that do not have the necessary contributions values to achieve maximum points will be scored on a pro-rata basis.

Example: A Development is to be located in Sarasota County and has achieved a ~~\$75,000~~ Local Government contribution valued at \$75,000. The County Contribution List states that a Development to be located in Sarasota County must obtain ~~\$150,000~~ in contributions valued at \$150,000 to achieve 5 points. Therefore, in this example, the Development would receive 2.5 points ($(\$75,000/\$150,000) \times 5$).

NOTE: Points will be rounded to two decimal places (3.345 rounded up to 3.35 and 3.3449 rounded down to 3.34).

❖ County Contribution List

County in Which the Development Is to be Located	Value of Contribution Amount Required to Achieve Maximum Points	County in Which the Development Is to be Located	Value of Contribution Amount Required to Achieve Maximum Points
Broward Miami-Dade	\$250,000	Columbia Flagler Highlands Monroe Nassau Putnam Sumter	\$40,000
Duval Hillsborough Orange Palm Beach Pinellas	\$200,000		
Brevard	\$150,000	Bradford	\$20,000

Lee Pasco Polk Sarasota Seminole Volusia		De Soto Gadsden Hardee Hendry Jackson Levy Okeechobee Suwannee Walton	
Alachua Collier Escambia Lake Leon Manatee Marion	\$100,000	Baker Callhoun Dixie Franklin Gilchrist Glades Gulf Hamilton Holmes	\$10,000
Bay Charlotte Citrus Clay Hernando Indian River Martin Okaloosa Osceola St. Johns St. Lucie Santa Rosa	\$75,000	Jefferson Lafayette Liberty Madison Taylor Union Wakulla Washington	

B. Incentives (Maximum 4 Points)

Points will be awarded for the following Local Government planning efforts. To be eligible to receive points, the Applicant must submit the applicable Local Government Verification of Affordable Housing Incentives form(s), properly completed and executed. Do not provide any attachments to the verification forms.

1. Provide the Local Government Verification of Affordable Housing Incentives – Expedited Permitting Process for Affordable Housing form behind a tab labeled “**Exhibit 47**”. (1 point)
2. Provide the Local Government Verification of Affordable Housing Incentives – Contributions to Affordable Housing Properties or Developments form behind a tab labeled “**Exhibit 48**”. (1 point)
3. Provide the Local Government Verification of Affordable Housing Incentives – Modification of Fee Requirements for Affordable Housing Properties or Developments form behind the tab labeled “**Exhibit 49**”. (1 point)
4. Provide the Local Government Verification of Affordable Housing Incentives – Impact of Policies, Ordinances, Regulations, or Plan Provisions on Cost of Affordable Housing Properties or Developments form behind the tab labeled “**Exhibit 50**”. (1 point)

Part V. Financing (Threshold)

A. Funding

1. Funding Request – The Applicant must state the amount of Corporation funding it is requesting in this Application. In the event of a discrepancy between the amount(s) shown in this section and that shown elsewhere within the Application, the amount(s) shown in this section shall be deemed to be the requested amount(s).
 - a. MMRB Loans are issued in increments of \$5,000.
 - b. Competitive HC request cannot exceed the applicable amount stated in the following chart:

Application's County Group* / Designation	County Group / Designation Competitive HC Request Limits	
	If Development is not located in a DDA or QCT	If Development is located in a DDA or QCT or if Applicant selected and qualified for the Homeless Demographic **
LL and LM Counties	\$1,970,000	\$2,561,000
LS Counties	\$1,625,000	\$2,110,000
LVS Counties	\$1,276,000	\$1,660,000
ML Counties	\$1,155,000	\$1,510,000
MS Counties	\$980,000	\$1,275,000
Florida Keys Area		The lesser of \$25,000 per HC set-aside unit or \$1,510,000
Small Counties	\$825,000	\$1,070,000
Preservation***	The lesser of \$15,000 per HC set-aside unit or the maximum request amount for the county where the Development is located	The lesser of \$15,000 per HC set-aside unit or the maximum request amount for the county where the Development is located

* County Groups are described in the Ranking and Selection Criteria of the Universal Application Instructions

** Homeless Demographic Commitment at Part III.D.

*** This is limited to Applicants that selected and qualified for the Preservation Designation in this Application, regardless of county group.

~~e. SAIL~~

- ~~(1) Except as provided in c.(2) below, the SAIL request amount cannot exceed the lesser of the amount stated below for the County Group/Demographic where the proposed Development will be located or 25 percent of Total Development Cost:~~

County Group [*] / Demographic Commitment ^{**}	Maximum SAIL Request Amount	
	SAIL without Competitive HC	SAIL with Competitive HC
Large Counties (LL, LM, LS, LVS) — All Demographic Commitments other than Elderly	The lesser of \$70,000 per unit or \$5 million	The lesser of \$70,000 per unit or \$4 million
Medium Counties (ML, MS) — All Demographic Commitments other than Elderly	The lesser of \$70,000 per unit or \$5 million	The lesser of \$70,000 per unit or \$4 million
Small Counties (SL, SM, SS) — All Demographic Commitments other than Elderly	The lesser of \$70,000 per unit or \$5 million	The lesser of \$70,000 per unit or \$4 million
Elderly Demographic Commitment regardless of County Group	The lesser of \$70,000 per unit or \$7 million ^{**}	

^{*} County Groups are described in the Ranking and Selection Criteria.

^{**} Demographic Commitment is based on the Demographic Commitment selected and qualified for by the Applicant at Part III.D. of the Application.

- (2) As provided in subsections 67-48.009(2) and (3), F.A.C., an Applicant may be eligible to request a SAIL loan in excess of 25 percent of Total Development Cost.
- (a) An Applicant is eligible to request a SAIL loan in excess of 25 percent of Total Development Cost if the Applicant meets at least one of the requirements stated below. Evidence of the Applicant's eligibility must be provided behind a tab labeled "Exhibit 51."
- i. Non Profit and public Sponsors which are able to secure grants, donations of land, or contributions from other sources collectively totaling at least 10 percent of Total Development Cost; and/or
 - ii. Sponsors that set aside at least 80 percent of their total units for residents qualifying as Farmworkers as defined in Section 420.503(18), F.S., Commercial Fishing Workers as defined in 420.503(5), F.S., or the Homeless as defined in Section 420.621(4), F.S., over the life of the loan.

~~(b) — An Applicant is eligible to request a SAIL loan in an amount that does not exceed 35 percent of the Total Development Cost if the Applicant has an ELI commitment at Part III.E.1.b.(2) of the Application that meets one of the requirements stated below. The Applicant’s eligibility will be verified by the Corporation during the scoring process:~~

- ~~i. — The Applicant is requesting SAIL with Competitive HC and has committed to set aside more than 10 percent of the total units for ELI Households; or~~
- ~~ii. — The Applicant is requesting SAIL without Competitive HC and has committed to set aside at least 5 percent of the total units for ELI Households.~~

c.d. HOME

(1) For Applicants requesting Competitive HC and HOME, the HOME request amount is limited to the lesser of \$70,000 per unit or \$4 million.

(2) For Applicants requesting HOME only, the HOME request cannot exceed the applicable HOME Rental FHFC Subsidy Limits. The actual dollar amount of these limits is based on the number of bedrooms in each unit and the county in which the Development is located. HOME funds are not available for units that are not set-aside units. See the HOME Rental FHFC Subsidy Limits chart provided at the Corporation’s Website under the 2009 2008 Universal Application link labeled Related References Information and Links.

HOME Applicants - Provide a chart behind a tab labeled “**Exhibit 51 52**” showing the calculation of the total maximum HOME subsidy the Applicant may request based on the Corporation limits. Failure to provide the chart shall result in threshold failure. The chart must include the following information concerning the HOME-Assisted (set-aside) Units. For example, if the proposed Development will consist of 25 total units, 20 of which are set-aside units, and will be located in Baker County, calculate the maximum allowed HOME funding request as follows:

Unit Size (0, 1, 2, 3, 4 Bedrooms)	Number of Set- Aside Units		Appropriate Dollar Limit (60%) based on unit size, total number of units in Development, and County in which it is located		HOME Subsidy Allowed
1	15	x	\$71,624	=	\$1,074,360
2	5	x	\$87,096	=	\$435,480

Total Maximum Home Subsidy Allowed	=	\$1,509,840
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2. Supplemental Loan Amount

~~Except for Competitive HC Applicants that select the Preservation Designation at Part V.A.3. of the Application, in addition to an Applicant's MMRB, SAIL and Competitive HC funding request amount stated above, each Applicant will be credited with a Supplemental Loan Amount based on \$85,000 per unit for each ELI unit resulting from the percentage of total units set aside for ELI Households above the minimum required to meet threshold for the applicable program at Part III.E.1.b.(2) of the Application Instructions and as stated by the Applicant on the Total Set Aside Breakdown Chart at Part III.E.1.b.(2) of the Application. The ELI County Chart is included at Part III.E.1.b.(2) of the Application Instructions. The Supplemental Loan Amount will be based on the following:~~

- a. ~~Except for Competitive HC Applicants that select the Preservation Designation at Part V.A.3. of the Applications, Applicants requesting Competitive HC or Competitive HC and SAIL will be credited with a Supplemental Loan Amount of \$85,000 for each ELI unit set aside for ELI Households above the 10 percent threshold minimum ELI Set Aside up to a maximum of 20 percent of the total units. The number of ELI units will be rounded up to the next whole number. For example, an Applicant requesting Competitive HC for a proposed Development consisting of 105 total units, with an ELI Set Aside commitment of 20 percent (21 units), must set aside 10 percent of the units (11 units) for ELI Households in order to meet threshold. For the remaining 10 ELI units, the Applicant will be eligible to receive a Supplemental Loan Amount of \$850,000 (10 units x \$85,000 per unit).~~
- b. ~~Applicants not requesting Competitive HC will be credited with a Supplemental Loan Amount of \$85,000 for each unit the Applicant commits to set aside for ELI Households up to a maximum of 10 percent of the total units. The number of ELI Set Aside units will be rounded up to the next whole number. For example, a proposed Development consisting of 140 total units, with an ELI Set Aside commitment of 7 percent, will be eligible to receive a Supplemental Loan Amount of \$850,000 (10 units x \$85,000 per unit).~~

~~The Applicant's calculations at Part V.A.2. of the Application will be verified by the Corporation during the scoring process and adjusted, if necessary, to the amount the Applicant is eligible for based on its ELI commitment. Supplemental Loans will be governed by the provisions outlined in subsection 67-48.0075(7), F.A.C.~~

2.3. Designation – MMRB, SAIL and/or HC Applicants Only

The Applicant must select only one of the following designations. If the Applicant fails to select a designation, the Applicant will be deemed to have selected designation e. below. If the Applicant makes a selection and fails to qualify for the selected designation, the Application will fail threshold.

- a. Florida Keys Area (~~Competitive HC Only or Competitive HC/SAIL Applicants may make this selection~~)

To qualify to make this selection, the proposed Development must be located in the Florida Keys Area.

- ~~b. Elderly (SAIL/MMRB/non competitive HC or SAIL Only Applicants may make this selection)~~

~~To qualify to make this selection, the Applicant must have selected and qualified for the Elderly Demographic Commitment at Part III, Section D.1.~~

- ~~c. Farmworker/Commercial Fishing Worker (SAIL Only Applicants may make this selection)~~

~~To qualify to make this selection, the Applicant must have selected and qualified for the Farmworker Demographic Commitment at Part III, Section D.2.~~

- ~~d. Homeless (SAIL/MMRB/non competitive HC, SAIL Only or SAIL/Competitive HC Applicants may make this selection)~~

~~To qualify to make this selection, the Applicant must have selected and qualified for the Homeless Demographic Commitment at Part III, Section D.3.~~

- b.e. Rural Development 515 (~~Competitive HC Only Applicants may make this selection~~)

- c.f. Rural Development 514/516 (~~Competitive HC Only Applicants may make this selection~~)

Applicant may select item e. or f. above if it is anticipated that the Development will be assisted with funds from the United States Department of Agriculture RD 515 or 514/516 Program. By making either selection, the Applicant chooses to compete within the Rural Development Special Set-Aside. Applicants within this Special Set-Aside must provide evidence of RD financing by November 1, 2009 ~~October 1, 2008~~ or the reserved funds will be distributed outside the RD Special Set-Aside in accordance with the QAP. Applicants without an RD funding commitment at the time of Application Deadline must submit alternative

financing commitment(s) to qualify during scoring. Such commitment(s) must be replaced during credit underwriting.

d.g. Preservation (~~Competitive HC Only Applicants may make this selection~~)

To qualify to make this selection:

- (1) The Development must meet the definition of Preservation stated in Rule ~~Chapter~~ 67-48.002, F.A.C.;
- (2) The Development must meet the definition of Rehabilitation stated in Rules 67-48.002 and 67-48.0075, F.A.C., and the Applicant must have selected the Rehabilitation/Substantial Rehabilitation or Acquisition and Rehabilitation/Substantial Rehabilitation Development Category at Part III.A.3. of the Application; and
- (3) The Applicant must provide behind a tab labeled **“Exhibit 52 53”** a letter from HUD or RD, dated within 12 months of the Application Deadline, which includes the following information:
 - (a) Name of the Development;
 - (b) Address of the Development;
 - (c) Year built;
 - (d) Total number of units in the Development;
 - (e) Percentage of the total units that receive Project-Based Rental Assistance (PBRA); and
 - (f) The HUD or RD program associated with the proposed Development.

Developments that are tentatively funded will be required to provide to the Credit Underwriter a plan for relocation of existing tenants.

c.h. Applicant elects not to select one of the above designations

3. 4. Other Funding – If applicable, the Applicant must include the following other funding sources in the Application:

- a. If the Development has received funding from the Predevelopment Loan Program (PLP), the Corporation file number and amount of funding must be listed. Note: PLP funding cannot be used as a source of financing on the Construction/Rehab. Analysis or the Permanent Analysis.
- b. The Applicant must list any other Corporation funding, excluding credit enhancement from the Guarantee Fund, that will be used as a source of financing for this construction project.

- e. If Local Government-issued Tax-Exempt Bond proceeds will be used as a source of financing, the source and amount of such proceeds must ~~also~~ be listed.

B. Finance Documents

All Applicants must complete the Development Cost Pro Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

All Applicants must complete and attach the Commitment to Defer Developer Fee form, if applicable, behind a tab labeled "**Exhibit 53 54**". If the proposed Development will have more than one Developer and the Developers are committing to defer some or all of the Developer fee, each Developer must complete and provide a Commitment to Defer Developer Fee form reflecting the portion of the Developer fee it is deferring.

❖ Development Cost Pro Forma

This section must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition. Any amounts that are not an anticipated cost to the Development, such as waived fees or charges, ~~cannot~~ ~~should not~~ be included in the Development Cost Pro Forma. Note: deferred Developer fees are not considered "waived fees".

❖ Fee Disclosure

Developer fee and General Contractor fee must be disclosed. In the event the Developer fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer fee or General Contractor fee that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable.

❖ Developer Fees

Developer fee shall be limited to 16 percent of Development Cost, with the following exceptions: (i) ~~a~~ Developer fee of 18 percent of Development Cost shall be allowed if the proposed Development is qualified for Housing Credits pursuant to Rule 67-48.027, F.A.C., pertaining to Tax-Exempt Bond-Financed Developments, and (ii) a Developer fee of 21 percent of Development Cost shall be allowed if the Applicant is requesting Competitive Housing Credits and selected and qualified for the Homeless Demographic at Part III.D. of the Application, pursuant to paragraph 67-48.0072(16)(a), F.A.C.

Note: The maximum allowable Developer fee will be tested by multiplying the Development Cost by the applicable percentage (16 percent, ~~or~~ 18 percent or

21 percent). This calculation will be carried to 2 decimal places and may not be rounded.

C. MMRB Applicants Only

Indicate the Credit Enhancer's or Bond Purchaser's name and the term and expected rating. Provide the Credit Enhancer's Commitment or Bond Purchaser's Letter of Interest with a contact person's name, address and telephone number, credit underwriting standards and an outline of proposed terms behind a tab labeled "**Exhibit 54 55**". The stated amount of the Commitment or Letter of Interest shall not be less than the proposed principal amount of the Bonds (including any proposed Taxable Bonds). The Commitment/Letter of Interest does not have to be firm.

D. Non-Corporation Funding Commitment(s)

Except for anticipated funding from the American Recovery and Reinvestment Act of 2009, Applicants must provide documentation of all commitments, proposals or letters of intent from both the construction and the permanent lender(s), the syndicator or other sources of funding. The commitments, proposals or letters of intent must state whether they are for construction financing, permanent financing, or both. All conditions that are required to be met prior to funding must be included in the commitment letter(s). For a commitment letter, proposal or letter of intent to meet threshold be considered as a firm commitment, all attachments must be included. Insert documentation for each source directly behind its own tab beginning with a tab labeled "**Exhibit 55 56**" and continuing with sequentially numbered tabs for each exhibit. Evidence for each funding commitment, proposal or letter of intent must be behind its own tab.

~~Any commitment subject to committee approval will not be considered a firm commitment.~~

For purposes of this Application, neither net operating income for a Rehabilitation/~~Substantial Rehabilitation~~ Development nor capital contributions will be considered a source of financing.

1. Firm Commitment, Proposal or Letter of Intent

For the purpose of this Application, a firm commitment, proposal or letter of intent for debt financing must adhere to the following. Evidence for each firm commitment, proposal or letter of intent must be behind its own tab.

(a) A firm commitment, proposal or letter of intent shall contain:

- terms
 - proposed specific interest rate of the construction loan (a published variable index will be acceptable)
 - proposed specific interest rate of the permanent loan (a published variable index will be acceptable)
 - signature of all parties, including acceptance by the Applicant
Note: In order to be considered 'firm', Local Government financial commitments are not required to be signed by the Applicant if the Applicant provides the properly completed Local Government Verification of Contribution form
 - a statement that states the commitment, proposal or letter of intent does not expire before December 31, 2009 2008, with the exception of Local Government-issued tax-exempt bonds.
- (b) In order for a financing commitment, proposal or letter of intent to count as a permanent financing source, it must have a term of at least 10 years.
- (c) If the financing has closed, a copy of the executed note or executed loan agreement, which contains the terms and interest rate, and a copy of the recorded mortgage, if applicable, must be included. If the proper documentation is provided, financing that has closed will count as a firm commitment, but in order for it to count as a permanent financing source, it must have a term of at least 10 years.
- (d) No evidence of ability to fund Developer fee is required.
- (e) If the commitment, proposal or letter of intent is not from a regulated Financial Institution in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (1) a copy of the lender's most current audited financial statements no more than 17 months old; or (2) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Commitments, proposals or letters of intent from lenders who cannot demonstrate ability to fund will not meet threshold ~~be considered firm~~ and the commitment, proposal or letter of intent will not count as a source of financing. Financial statements may be included in the Application or submitted directly to the Corporation. If submitted

directly to the Corporation, a copy of the Corporation's Letter of Receipt and Acceptance must accompany each Application which contains a commitment letter, proposal or letter of intent from the lender whose statements were submitted directly to the Corporation.

- (f) Commitments, proposals or letters of intent with conflicting information may be determined not to meet threshold ~~be firm~~ depending upon the nature of the inconsistency.
- (g) If a loan commitment, proposal or letter of intent shows an amount less than the corresponding line item on the pro forma, the scorer will use the commitment, proposal or letter of intent amount. However, if a loan commitment, proposal or letter of intent shows an amount in excess of the corresponding line item on the pro forma, up to the total amount of the loan commitment, proposal or letter of intent amount may be utilized as a funding source, if needed.
- (h) The loan amount may be conditioned upon an appraisal or debt service coverage ratio.
- (i) Commitments, proposals or letters of intent may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (j) If a commitment, proposal or letter of intent has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (k) A commitment, proposal or letter of intent by a sophisticated investor to buy the bonds on an unrated basis will be considered to meet threshold ~~a firm commitment~~ to the extent evidence of bond allocation is provided in accordance with the terms and conditions listed in the instructions ~~below~~ regarding bond financing.
- (l) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A firm commitment for grant funds will be considered a firm commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

~~Non-Corporation Issued Multifamily Bonds~~

➤ ~~If the first mortgage financing is to come from non-Corporation-issued Multifamily Bonds, evidence of the following items must be included to receive a firm commitment:~~

~~1. Local Government Issuance of Bonds:~~

~~Letter signed by the Chairperson of the local County Housing Finance Authority (HFA) or Public Housing Authority, as applicable, which is Development-specific and includes the following:~~

- ~~a. Affirmation that the Local HFA has passed an Inducement Resolution for the proposed Development;~~
- ~~b. Affirmation that a TEFRA hearing has been held by the Local HFA or designated hearing officer;~~
- ~~c. Affirmation that the TEFRA hearing has been approved by the local Board of County Commissioners; and~~
- ~~d. Affirmation that the Tax-exempt Bond allocation has been reserved or that the HFA has agreed to award the necessary allocation when available.~~

~~2. Issuance on behalf of 501(c)(3) Organizations:~~

~~a. opinion from Applicant's Bond Counsel which states the following:~~

- ~~(1) borrower is a tax-exempt entity pursuant to a determination letter from the IRS;~~
- ~~(2) the proposed Development is in compliance with the organization's chartered purpose; and;~~
- ~~(3) proceeds from the requested bond issue shall be used for the proposed Development.~~

~~and~~

~~b. Letter signed by the Chairperson of the local County Housing Finance Authority or Public Housing Authority, as applicable, which is Development-specific and includes the following:~~

- ~~(1) affirmation that all approvals precedent to the funding of the bonds have been obtained;~~
- ~~(2) affirmation that a commitment has been executed; and;~~
- ~~(3) affirmation that appropriate fees have been paid.~~

~~Note: Any commitment for financing containing a contingent FNMA or similar takeout provision will not be considered a firm commitment unless the agreement to purchase the loan executed by all parties is attached.~~

2. Syndication/HC Equity

For the purpose of this Application, an equity commitment, proposal or letter of intent must include the following:

- (a) In order for a Housing Credit Syndication/Equity commitment, proposal or letter of intent to meet threshold ~~be scored~~ firm it must:
- Be executed by all parties, including the Applicant.
 - Be dated.
 - Include all terms and conditions of the commitment, proposal or letter of intent.
 - Specifically state the proposed amount to be paid for each Housing Credit dollar being purchased.
 - State the proposed capital pay-in schedule which must include ~~definitively state~~ the proposed amount of equity to be paid prior to or simultaneous with the closing of construction financing, and the proposed amount of equity to be paid prior to construction completion. It must expressly state the proposed equity amount, even if the amount is zero, along with the words “paid prior to or simultaneous with the closing of construction financing”.
 - State the proposed ~~an~~ equity amount to be paid prior to or simultaneous with the closing of construction financing that is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria). There are two exceptions to the preceding sentence. First, if there is a firm bridge loan commitment, proposal or letter of intent within the equity commitment, proposal or letter of intent that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate firm commitment, proposal or letter of intent for a bridge loan from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider’s parent holding company, and the commitment, proposal or letter of intent explicitly proposes ~~states~~ an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity commitment, proposal or letter of intent, the 15 percent criteria is met. Bridge

loan commitments, proposals or letters of intent that are not within the equity commitment, proposal or letter of intent, though, must meet the criteria previously stated for ~~firm~~ debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis.

- State the anticipated amount of Housing Credit allocation.
- State the percentage of the anticipated amount of Housing Credit allocation being purchased.
- State the anticipated total amount of equity to be provided.
- State that the commitment, proposal or letter of intent does not expire before December 31, 2009 2008.

~~(2) Applicants using a syndicator must provide at least one signed statement from a general partner or member of the ownership entity of a completed development which confirms that the syndicator (purchaser of the credits) or a subsidiary thereof has performed its obligations under the limited partnership agreement or limited liability company operating agreement and is not currently in default with that agreement. Letters referencing affiliates of the syndicator entity, other than subsidiaries, will not be accepted to meet this requirement. Failure to provide such statement(s) will cause an equity commitment not to be scored firm. Insert documentation behind the provided equity commitment.~~

- (b) The percentage of credits proposed to be ~~being~~ purchased must be equal to or less than the percentage of ownership interest held by the limited partner or member.
- (c) ~~If the Applicants may submit a closed~~ limited partnership agreement or limited liability company operating agreement has ~~is~~ closed, the closed agreement must be provided. To and it will be counted as a firm source of financing if it meets the following criteria: ~~The~~ partnership agreement or operating agreement must expressly state the amount of funds to be paid prior to completion of construction by the equity provider or the Applicant must submit separate documentation, signed by the equity provider, expressly stating the amount of funds paid or to be paid prior to completion of construction.
- (d) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be included. The commitment must include the following:

- the total amount of equity; and
- the pay-in schedule stating the amounts to be paid prior to or simultaneously with the closing of construction financing and the amounts to be paid prior to the completion of construction; and
- the anticipated Housing Credit allocation.

Important! If not syndicating/selling the Housing Credits, evidence of ability to fund, ~~as defined under Firm Commitment above,~~ must be provided as an exhibit to the Application. Additionally, in order for the commitment to meet threshold ~~be scored firm,~~ 15 percent of the total equity being provided must be paid prior to or simultaneously with the closing of the construction financing. Proceeds from a bridge loan will NOT count toward meeting this requirement.

- (e) If the Development’s location loses its DDA/QCT designation in the period between the Application Deadline and the date that signifies a day that is one week before the end of the cure period, any equity commitment, proposal or letter of intent for the Development provided to the Corporation on or before the Application Deadline will not meet threshold ~~be firm~~ and a new equity commitment, proposal or letter of intent will need to be provided as a cure.
- (f) If the amount of Competitive Housing Credits requested is less than the anticipated amount of credit allocation stated in the equity/owner/syndication commitment, proposal or letter of intent, the commitment, proposal or letter of intent will not be considered a source of financing.

3. American Recovery and Reinvestment Act of 2009

Funding provided by the American Recovery and Reinvestment Act of 2009 may be used to cover any financing shortfall for the purposes of this Application. However, Florida Housing makes no assurances or representations that such funding will be available to any Applicant.

Except for anticipated funding from the American Recovery and Reinvestment Act of 2009, ~~†~~The Application requires complete information on all sources of Development funding, including any Developer contributions, and the proposed uses of those funds. All loans, grants, donations, syndication proceeds, etc., should be detailed in this Application.

THRESHOLD REQUIREMENTS

Requirements to meet Threshold include:

1. None of the items described in Rule Chapters 67-21 and/or 67-48, F.A.C., has caused the rejection of the Application by the Corporation.
2. All applicable pages and exhibit forms of the Application must be completed.
3. The Applicant must submit one "Original Hard Copy" Application labeled "Original" and three photocopies of the "Original Hard Copy" Application. MMRB Applicants that will participate in the HUD Risk Sharing Program must submit one additional photocopy of the "Original Hard Copy" Application.
4. The Application must be submitted by the Application Deadline and be accompanied by the correct Application fee and, if applicable, the TEFRA fee.
5. The Application cannot be submitted on exhibit forms (other than the Declaration of Priority I Related Applications form) or pages that contain corrections or 'white-out' or have been scanned, imaged, retyped, or otherwise altered.
6. The Applicant must demonstrate that it is a legally formed entity eligible to do business in the state of Florida at the Application Deadline.
7. If the Applicant is a Non-Profit entity, the required documentation must be submitted.
8. Experience of the Development team must be demonstrated.
9. If the proposed Development consists of Scattered Sites, the required information for each site must be provided.
10. Ability to proceed must be demonstrated by submission of the required certifications or documentation, as the case may be, of status of site plan/plat approval, site control, infrastructure availability, zoning approval and environmental site assessment. Site plan approval/review or plat approval, as applicable, infrastructure and zoning must be in place as of the Application Deadline.
11. The Applicant must commit to applicable minimum set-aside required by program rules and federal regulations.
12. The following Applicants must commit to the applicable minimum ELI Set-Aside: Applicants requesting Competitive HC or SAIL and Competitive HC Applicants with a Set-Aside Location A Development regardless of the funding requested must commit to the applicable minimum ELI Set-Aside.
13. The Applicant must select and qualify for one Demographic Commitment.
14. Financing documentation must reflect the following:

- The total amount of monetary funds determined to be in commitments, proposals or letters of intent ~~considered firm~~ must equal or exceed uses; and
 - MMRB Applicants must provide the Credit Enhancer's Commitment or Bond Purchaser's Letter of Interest.
15. Request amount(s) may not exceed program limits. HOME Applicants must demonstrate that the request amount does not exceed the maximum allowable HOME Rental Subsidy Limit set by the Corporation.
16. HOME Applicants must provide the following:
- All documentation required by the Uniform Relocation Act, if applicable;
 - Evidence of certification of consistency with Consolidated Plan;
 - Contractor Certification regarding debarment and suspension; and
 - Lead-based paint documentation, if applicable.
17. Applicants for non-competitive HC, by virtue of having received Local Government Tax-Exempt Mortgage Revenue Bonds, must achieve a total HC Application score equal to or greater than 50 ~~45~~ points.
18. Other items specifically designated "Threshold" in the Universal Application Package.

RANKING AND SELECTION CRITERIA

A. Applications for HOME Only:

1. Each Application Received by the Application Deadline will be assigned an Application number.
2. Lottery Numbers

Each Application that is assigned an Application number will receive a lottery number at or prior to the issuance of final scores. Lottery numbers will be assigned by having the Corporation's internal auditors run the total number of assigned Application numbers through a random number generator program.

3. Funding of Applications

All Applications will be scored and then ranked in order of their scores provided all threshold requirements have been met as identified in the Universal Application Threshold Requirements.

Funds will be allocated to qualified CHDO Applications in order of ranking, until 15 percent of the available funds have been allocated in accordance with Rule 67-48.014, F.A.C. Any CHDO Application funded with Competitive HC and HOME funds to meet the HC Homeless goal during the ranking of the Competitive HC Applications will count toward meeting the CHDO set-aside. The remaining funds will then be allocated to Applications for proposed Developments in order of ranking. CHDO Applications not chosen for funding under the CHDO set-aside may compete with all other Applications for non-CHDO designated funds.

4. Tie-breakers

Tie-breakers will be applied to Applications with tied scores in the order listed below, as necessary for making tentative funding selections. For the purpose of this tie breaker, "non-profit" is not as defined in Rule Chapter 67-48, F.A.C. An Applicant or Developer whose general partner is 100 percent non-profit is not considered 100 percent non-profit unless all partners are 100 percent non-profit. In addition, for purposes of this provision, a limited liability company will not be considered a non-profit unless all of its members are 100 percent non-profit.

- a. Preference will be given to a proposed Development located in a non-entitlement area.
- b. Preference will be given to the Application from an Applicant that is 100 percent non-profit and 100 percent of the Developer fee will go to the non-profit entity.
- c. Preference will be given to an Application which will use the smaller percentage of HOME Rental funds compared to the Total Development Cost. If the Total Development Cost on the Development Cost Pro Forma is revised during the scoring process, either by the Corporation or by the Applicant as provided in Rule Chapter 67-48.004, F.A.C., the Corporation will use the lesser of the original amount or the revised amount for purposes of this provision. An Application will be deemed to have the higher percentage of HOME funds as a percentage of Total Development Cost if the Applicant failed to provide a Total Development Cost on the Development Cost Pro Forma submitted for preliminary scoring. This tie-breaker will not be applied when considering two or more tied Applications if such tied Applications failed to provide a Total Development Cost on the Development Cost Pro Forma submitted for preliminary scoring.
- d. Preference will be given to the Application from an Applicant that is 100 percent non-profit and has both a for-profit Developer and a non-profit Developer, where at least 50 percent of the Developer fee is to be paid to the non-profit Developer.

- e. Preference will be given to an Application with a larger percentage of additional Home-Assisted Units (rounded to two decimal places) compared to total units.
 - f. Preference will be given to an Application providing a larger percentage of Match.
 - g. Lottery – Preference will be given to the Application with the lowest lottery number.
5. HOME Program Provisions

A HOME Application will not be funded if there are not enough funds available to fund at least 75 ~~60~~ percent of the Application's Home request amount. In the event that an Application is not funded for this reason, a lower ranked eligible Application will be considered for funding.

6. HOME funding available after final ranking, whether CHDO or non-CHDO funding, will be allocated to the last Application funded if it received only a portion of the total HOME funding requested. Then the next highest ranking unfunded Application will be funded. If at any point during this time remaining funding is insufficient to provide 75 ~~60~~ percent of the request amount of the highest ranked Application, the subject Application will not be funded and no lower ranked Application will be funded. Any remaining funds may be allocated in a Supplemental Application Cycle or as the Board deems appropriate.

B. Applications for MMRB, SAIL and/or Competitive HC and Competitive HC/HOME:

The following does not apply to non-competitive HC only Applications; however, non-competitive HC only Applicants must receive 50 ~~45~~ points or more, which points will not include any tie-breaker points, to be eligible for an allocation of non-competitive HC.

- 1. Each Application Received by the Application Deadline will be assigned an Application number.
- 2. Lottery Numbers

Each Application that is assigned an Application number will receive a lottery number at or prior to the issuance of final scores. Lottery numbers will be assigned by having the Corporation's internal auditors run the total number of assigned Application numbers through a random number generator program. The Corporation's internal auditors will verify the accuracy of the procedures for assigning lottery numbers.

- 3. Group A and Group B Leveraging Classifications

Each Application Received on or before the Application Deadline, including any Application that is withdrawn by the Applicant after the Application Deadline but excluding any Application withdrawn prior to the Application Deadline, will be classified into one of two groups based on leveraging: Group A or Group B. Applications will be classified in Group A or Group B as follows:

- a. ~~Applications for MMRB with non-competitive HC, MMRB with non-competitive HC and SAIL, and SAIL only with or without Local Government issued bonds will be classified as Group A.~~
- a.b. The All other Applications will be divided into two (2) separate lists, those deemed by the Corporation to be Priority I Applications and those deemed by the Corporation to be Priority II Applications, with the Applications placed on each a separate list in ascending order beginning with the Application that has the lowest amount of total Corporation funding per set-aside unit and ending with the Application on each list that has the highest amount of total Corporation funding per set-aside unit. The total number of set-aside units for each Application will be computed by multiplying the total number of units within the proposed Development by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number. If an Application's funding request exceeds the maximum allowed, the Corporation will use the maximum funding request allowed when classifying the Applications into Groups A and B. Total Corporation funding will be determined by adding the following applicable funding sources, as stated in the Funding section of the Application:
- (1) ~~SAIL request amount, except for Applications requesting Competitive HC and SAIL for a proposed Development located in a county deemed by the Corporation to have an AMI of \$44,100 or less.~~
- (1)(2) Competitive HC request amount. If the Development is not located in a DDA or QCT and the Applicant selected and qualified for the Elderly, Farmworker/Commercial Fishing Worker or Family Demographic Commitment at Part III.D. of the Application, the HC request amount will be multiplied by 7.5. If the Development is located in a DDA or QCT and/or the Applicant selected and qualified for the Homeless Demographic Commitment at Part III.D of the Application, the HC request amount will be multiplied by 7.5 and that product will be multiplied by .7692.

~~(2)(3)~~ Other FHFC funding. For purposes of classifying Applications in Groups A and B, PLP and HOME funding ~~and Supplemental Loan Amounts~~ will not be considered FHFC funds.

In addition, if the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by .63:

- located in a Large County, and
- Applicant selected the High-Rise Development Design, and
- Applicant selected the New Construction Development Category, and
- the Applicant selected and qualified as an Urban In-Fill Development.

or, if the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by .785:

- located in a Large County, and
- Applicant selected the Mid-Rise with Elevator (a building comprised of 5 or 6 stories) Development Type and at least 90 percent of the total units are in these Mid-Rise building(s), and
- Applicant selected the New Construction Development Category, and
- the Applicant selected and qualified as an Urban In-Fill Development.

- e. The total number of Applications on each separate ~~the~~ list will be multiplied by 80 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the "80/20 Cut-Off"). A line will be drawn on each separate ~~the~~ list below the Application whose place on the list is equal to the 80/20 Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below this Application(s). The total Corporation funding per set-aside unit for the Application immediately above the line will then be multiplied by 1.10 (the resulting figure dollar amount will be referred to as the "Leveraging Cut-Off"). A new line will be drawn on the list below the Application whose Corporation funding request per set-aside unit amount is the closest figure on the list to the Leveraging Cut-Off without going over. If any Application(s) below the line has the same total Corporation funding request per set-aside unit amount as the Application immediately above the line, the line will be moved to a place immediately below this Application(s). On each separate list, ~~The group of~~ Applications above the line will be classified as Group A and ~~the group of~~ Applications below the line will be classified as Group B.

- ~~b. d.~~ Group A and Group B classifications will be used for tie-breakers as more fully described below in the Tie-breakers section of these instructions.

4. Groups 1, 2 & 3 Total Score Classifications

Immediately following the Board's actions on informal appeals, eligible Applications will be classified in three groups based on the total score of each eligible Application: Group 1, Group 2 and Group 3. For purposes of this classification, eligible Application means an Application that satisfied all threshold requirements, regardless of the Application's total score, and has not withdrawn its Application. Group 1, Group 2 and Group 3 classifications will not be affected by any actions after this determination. Eligible Applications will be classified in Group 1, Group 2 or Group 3 as follows:

- a. Eligible Applications will be listed in descending order beginning with the Application that has the highest total score and ending with the Application that has the lowest total score. Total score means the amount of points awarded to the Application, excluding any tie-breaker points.
- b. The total number of eligible Applications will be multiplied by 75 percent and the resulting figure will be rounded up to the next whole number (such resulting figure after rounding is referred to as the "Total Score Cut-Off"). A line will be drawn below the Application whose place on the list is equal to the Total Score Cut-Off. If any Application(s) below the line has the same total score as the Application immediately above the line, the line will be moved to a place immediately below this Application(s). The group of Applications above the line will be classified as Group 1. Group 2 will consist of the eligible Applications with a total score equal to or greater than ~~64~~ 60 but which are not included in Group 1. When the eligible Applications for Group 1 are determined, if Group 1 contains every eligible Application that achieved a total score equal to or greater than ~~64~~ 60 points, then there will be no Group 2. Applications in Group 3 will consist of eligible Applications that are not included in Group 1 or Group 2.
- c. Unless otherwise provided in the Universal Application Instructions, ~~when applying the SAUL Cycles for the Special Set Asides and each Geographic Set-Aside and for implementation of the Competitive HC goals.~~ Applications in Group 1 will be considered for funding first and if funds remain after funding all Group 1 Applications that can be funded, the Applications in Group 2 will be considered for funding. No Applications in Group 3 will be considered for funding except when necessary to meet the Competitive HC Non-Profit goal as provided in the Competitive HC Goals section of these instructions.

5. Priority I and II Classifications

An Application will be deemed a Priority I Application if it meets the criteria outlined in Part I.B. of the Instructions and if the Application is classified as a Group I Application. If these conditions are not met, the Application will be deemed a Priority II Application for purposes of ranking. Unless otherwise provided, Priority I Applications will be considered for funding first and if funds remain after funding all eligible Priority I Applications in each set-aside that can be funded, the Priority II Applications in that set-aside will be considered for funding. When implementing each Competitive HC goal, if the goal has not been previously met and if there is not an eligible Priority I Application that can meet the goal, then a Priority II Application that can meet the goal will be considered for funding.

6.5. Tie-breakers

Tie-breakers will be applied to Applications with tied scores in the following order, as necessary for making tentative funding selections:

- a. Leveraging - An Application in Group A will receive preference over an Application in Group B.
- ~~b. SAIL and MMRB Applications - An Application not requesting Competitive HC will receive preference over an Application requesting Competitive HC.~~
- b. e. Proximity to services and to Developments on the FHFC Development Proximity List serving the same demographic group - Preference will be given to the Application with the highest tie-breaker score in the Proximity section of the Application.
- ~~d. ELI Set Aside - For Applications not requesting Competitive HC, preference will be given to the Application with the higher percentage of ELI Set Aside units up to a maximum of 10 percent of the total units in the Development. Applications requesting Competitive HC will automatically be deemed to have a maximum ELI Set Aside tie breaker of 10 percent regardless of the Applicant's total ELI Set Aside commitment.~~
- ~~e. SAIL leveraging as a percentage of Total Development Cost - Applications requesting SAIL and Competitive HC for a proposed Development located in a county deemed by the Corporation to have an AMI of \$44,100 or less will automatically be classified as Leveraging Level 5. All other Applications requesting SAIL funds will be classified into one of five levels (Leveraging Level). Each Leveraging Level is based on the pro rata portion of the SAIL funds attributable to the Development's non-ELI units [total number of units committed to at Part III.A.6. minus total number of ELI Set Aside units committed to at Part III.E.1.b.(2)] as a percentage of Total Development Cost as shown on the Development Cost Pro Forma (Leveraging Range), as follows:~~

Leveraging Range	Leveraging Level
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17.5% or less	5
above 17.5% up to 20%	4
above 20% up to 22.5%	3
above 22.5% up to 25%	2
above 25%	1

The Application with the higher Leveraging Level will receive preference. If an Applicant revises the Total Development Cost on the Development Cost Pro Forma as provided in Rule Chapter 67-48.004 or Rule Chapter 67-21.003, F.A.C., the Corporation will use the lesser of the original amount or the revised amount for purposes of this provision. An Application will be deemed to be Leveraging Level 1 if the Applicant failed to provide a Total Development Cost on the Development Cost Pro Forma submitted for preliminary scoring. For purposes of this tie breaker, the Supplemental Loan Amount is not considered SAIL funds.

- ~~c.d.~~ Ability to Proceed – Preference will be given to the Application with the highest tie-breaker score in the Ability to Proceed section of the Application.
- ~~f.~~ SAIL request amount per SAIL set aside unit – Applications requesting SAIL and Competitive HC for a proposed Development located in a county deemed by the Corporation to have an AMI of \$44,100 or less will be deemed to have a SAIL request amount of zero. For all other Applications, the Application with the lower amount of SAIL funds per SAIL set aside unit will receive preference. The Corporation will first calculate the number of SAIL set aside units by multiplying the total number of units stated at Part III.A.6. by the Total Set Aside Percentage stated in the last row of the Commitment for SAIL column of the total set aside breakdown chart at Part III.E.1.b.(2). The SAIL request amount per SAIL set aside unit will then be computed by dividing the Applicant's SAIL request amount by the number of SAIL set aside units.
- ~~d.~~ ELI Set Aside – For Applications not requesting Competitive HC, preference will be given to the Application with the higher percentage of ELI Set Aside units up to a maximum of 10 percent of the total units in the Development. Applications requesting Competitive HC will automatically be deemed to have a maximum ELI Set Aside tie breaker of 10 percent regardless of the Applicant's total ELI Set Aside commitment.
- ~~d.g.~~ Lottery – Preference will be given to the Application with the lowest lottery number.

7.6. Set-Aside Unit Limitation (SAUL)

The county categories are grouped based on the 2007 ~~2006~~ Florida Statistical Abstract population figures, as follows:

Large
 LL = 2 million or more
 LM = 1,500,001 - 1,999,999
 LS = 1,000,000 - 1,500,000
 LVS = 825,000 - 999,999

Medium
 ML = 250,001 - 824,999
 MS = 100,001 - 250,000

Small
 SL = 50,001 - 100,000
 SM = 20,001 - 50,000
 SS = up to 20,000

County Groups	County	Set-Aside Unit Limitation	County Groups	County	Set-Aside Unit Limitation
LL	Miami-Dade	300	SL	Columbia	100
LM	Broward	225		Flagler	
LS	Hillsborough	125		Highlands	
	Orange			Jackson	
	Palm Beach			Monroe	
LVS	Duval	100		Nassau	
	Pinellas			Putnam	
ML	Brevard	100		Sumter	
	Collier			Walton	
	Escambia			Florida Keys Area	
	Lake		SM	Baker	100
	Lee			Bradford	
	Leon			DeSoto	
	Manatee			Gadsden	
	Marion			Hardee	
	Osceola			Hendry	
	Pasco			Jackson	
	Polk			Levy	
	St. Lucie			Okeechobee	
	Sarasota			Suwannee	
	Seminole		Taylor		
Volusia	Wakulla				
MS	Alachua	100	Washington		
	Bay		SS	Calhoun	75
	Charlotte			Dixie	
	Citrus			Franklin	
	Clay			Gilchrist	
	Hernando			Glades	
	Indian River			Gulf	
	Martin			Hamilton	
	Okaloosa			Holmes	
	Osceola			Jefferson	
	St. Johns			Lafayette	
	St. Lucie		Liberty		
	Santa Rosa		Madison		
			Union		

* This SAUL will apply only to Applicants that selected and qualified for the Florida Keys Area in the Designation section of this Application, and only when such Applications are being considered for funding from the Competitive HC Florida Keys Area Special Set-Aside.

- a. The above chart represents the SAUL for each county. When an Application is selected for tentative funding, the total number of set-aside units committed to in that Application will be credited toward meeting the SAUL for the county in which the proposed Development is located. The

total number of set-aside units for each Application will be computed by multiplying the total number of units within the proposed Development by the highest Total Set-Aside Percentage the Applicant committed to as stated in the last row of the set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.

- b. A county's SAUL is met in the following circumstances:
- (1) If the number of set-aside units credited toward the county's SAUL is zero at the time an Application for a Development located in that county is considered for tentative funding and the Applicant committed to a total number of set-aside units that equals or exceeds the county's SAUL, then when that Application is selected for tentative funding, the county's SAUL will be met; or
 - (2) If the number of set-aside units credited toward the county's SAUL is not zero at the time an Application for a Development located in that county is considered for tentative funding, but the SAUL has not been met, and the next Application to be considered for tentative funding committed to a total number of set-aside units that when added to the number of set-aside units already credited toward the county's SAUL would be equal to or greater than the SAUL but the total number of set-aside units credited would not exceed 150 percent of the SAUL, then when that Application is selected for tentative funding, the county's SAUL will be met; or
 - (3) If the number of set-aside units credited toward the county's SAUL is not zero at the time an Application for a Development located in that county is considered for tentative funding, but the SAUL has not been met, and the Applicant committed to a total number of set-aside units that when added to the number of set-aside units already credited toward the county's SAUL would exceed 150 percent of the SAUL, then the county's SAUL will be deemed to be met without that Application being selected for tentative funding.

Examples of SAUL being met when a county has a SAUL of 100 set-aside units:

- (a) The number of set-aside units credited toward the county's SAUL is zero, and an Application for a Development located in that county that committed to 200 set-aside units is selected for tentative funding.

- (b) There are 60 set-aside units credited toward meeting the county's SAUL and an Application for a Development located in that county that committed to 80 set-aside units is selected for tentative funding.
- (c) There are 60 set-aside units credited toward meeting the county's SAUL and an Application for a Development located in that county that committed to 100 set-aside units is the next Application considered for tentative funding. The county will be deemed to have met its SAUL without that Application being selected for tentative funding.
- (d) There are 60 set-aside units credited toward meeting the county's SAUL and two Applications for Developments located in that county that committed to 100 set-aside units and 60 set-aside units, respectively, are the next two highest ranked Applications to be considered for tentative funding. In this event, the county will be deemed to have met its SAUL without either Application being selected for tentative funding.

c. The SAUL process implementation will be governed by the following:

- (1) The number of set-aside units credited to a county will be carried forward from Special Set-Aside to Special Set-Aside.
- (2) The number of times a county has met its SAUL will be carried forward from Special Set-Aside to Special Set-Aside.
- (3) Unless otherwise provided in the Universal Application Instructions, no eligible Application in Group 2 will be considered for tentative funding within a set-aside until all eligible Applications in Group 1 within that set-aside that can be funded have been selected for tentative funding.
- (4) Unless otherwise provided in the Universal Application Instructions, within a set-aside, priority will be given to eligible Priority I Group 1 Applications with proposed Developments in counties which have not met SAUL. Next, eligible Priority I Group 1 Applications with proposed Developments in counties which have met SAUL the least number of times will be considered. This pattern will be repeated until all funds within the set-aside have been tentatively allocated. If funds remain within the set-aside after funding all eligible Priority I Group 1 Applications that can be funded then the same process will be followed with eligible Priority II, Group 1 & 2 Applications until the

set-aside's funds are exhausted or there are no more eligible Priority II, Group 1 & Applications within that Set-Aside that can be funded. If funds remain within the set-aside, then the same process will be followed with eligible Priority II, Group 2 Applications until the set-aside's funds are exhausted or there are no more eligible Priority II, Group 2 Applications within that Set-Aside that can be funded.

- (5) The number of set-aside units credited to a county will not be carried forward from Special Set-Aside to Geographic Set-Aside.
- (6) The number of times a county has met its SAUL will not be carried forward from Special Set-Aside to Geographic Set-Aside.
- (7) Once a county is credited with meeting its SAUL, the number of set-aside units credited to the county will be deemed to be zero for the purposes of crediting additional set-aside units to the county. For example: The SAUL for County A is 100. County A met its SAUL when credited with 150 set-aside units. Then Application One with 75 set-aside units to be constructed in County A is chosen for tentative funding. The number of set-aside units credited to County A will be 75 set-aside units, not the 150 set-aside units previously credited to County A plus 75 set-aside units. County A status would be that it had met its SAUL once and had 75 units credited towards meeting its second SAUL.
- (8) Set-aside units credited against the Florida Keys Area SAUL will also be credited against Monroe County's SAUL for the purposes of considering Applications for tentative funding within the Special Set-Asides.
- (9) The SAUL provisions will not apply if the highest ranking Application in the Geographic Set-Asides considered for funding to meet the HC HOPE VI and Urban In-Fill goals also meets the HC Homeless goal. In addition, the SAUL provisions will not apply when the highest ranking Application in the Geographic Set-Asides is considered for funding to meet the HC Homeless Goal.

SAUL process example: There are ~~four~~ three eligible Applications in the Medium County Geographic Elderly Special Set-Aside ranked in the following order: Application One-110 set-aside units-County A-Priority I, Group 1, Application Two-75 set-aside units-County B-Priority I, Group 1, ~~and~~ Application Three-150 set-aside units-County C-Priority II, Group 1 & and Application Four-125 set-aside units-County D-Priority II, Group 2. The SAULs and SAUL status resulting from ~~tentatively funding Applications in the~~ previously funded Applications in

the Medium County Geographic Set-Aside Special Set Asides of the counties are: County A has a SAUL of 100 and has met its SAUL twice; County B has a SAUL of 100, has met its SAUL once and has 75 set-aside units credited towards meeting its SAUL as second time; County C has a SAUL of 100 and has met its SAUL once; and County D ~~E~~ has a SAUL of 100 and has no units or SAULs credited. The selection of Applications would be conducted in the following manner subject to fund availability and other restrictions:

- i. Application One would be passed over because there are other eligible Priority I, Group 1 Applications in the Set-Aside that have units in counties that met their SAUL fewer times than Application One.
- ii. Application Two would be considered for tentative funding because there are no other higher ranked eligible Priority I, Group 1 Applications with units in a county that has met its SAUL an equal amount of times or less than Application Two. Also, County B's SAUL status would change from meeting SAUL once and having 75 set-aside units credited to it meeting SAUL twice and no units credited to it.
- iii. Application Three would not be considered for tentative funding because there is still an eligible Priority I, Group 1 Application within the Set-Aside (Application One) that has not been considered for tentative funding.
- iv. Application One would then be considered for tentative funding because there are no other higher ranked eligible Priority I, Group 1 Applications with units in a county that has met its SAUL an equal amount of times or less than Application One. Also, County A's SAUL status would change from meeting SAUL twice to it meeting SAUL a third time.
- v. Application Three would then be considered for tentative funding because there are no other eligible Priority I Applications and no other higher ranked eligible Priority II, Group 1 Applications. Application Four is in a county that has met SAUL fewer times, however, it is a Group 2 Application and will not be considered for funding until there are no other Priority II, Group 1 Applications. County C's status would change from meeting SAUL once to it meeting SAUL a second time.
- vi. Application Four ~~Three~~ would then be considered for tentative funding because there are no other higher ranked eligible Priority II, Group 2 Applications with units in a county that has met its

SAUL an equal amount of times or less than Application ~~Four~~ Three. Also, County ~~D's~~ C's SAUL status would change from not meeting its SAUL and having zero units credited to it meeting SAUL once.

- vi. ~~The next Special Set Aside for tentative funding is the Preservation Special Set Aside. The SAUL status at the beginning for County A would be that it has met its SAUL three times and has zero units credited toward it meeting its SAUL a fourth time, for County B it would be it has met its SAUL twice and has zero units credited toward meeting SAUL a third time, and for County C it has met its SAUL once with zero units credited toward meeting its SAUL a second time.~~

8.7. Program Provisions and Application Selection Order

a. Overall Program Provisions:

- (1) The Special Set-Asides are: Competitive HC Florida Keys Area Special Set-Aside, ~~SAIL Homeless Special Set-Aside, SAIL Farmworker/Commercial Fishing Worker Special Set-Aside, SAIL Elderly Special Set-Aside,~~ Competitive HC Preservation Special Set-Aside and Competitive HC RD Development Special Set-Aside.
- (2) The Geographic Set-Asides are: Large, Medium and Small County Categories as more fully described in the ~~Notices of Funding Availability (NOFA) or~~ Qualified Allocation Plan (QAP), ~~as applicable for each program.~~
- (3) Unless otherwise provided in the ~~applicable~~ program rules and these instructions, any selection of an Application for tentative ~~funding~~ or allocation from a Special or Geographic Set-Aside or from implementation of a Competitive HC Goal is subject to the following: (a) availability of funds; (b) threshold and other eligibility requirements; (c) SAUL provisions; (d) Groups 1, 2, & 3 provisions; (e) Priority I and II provisions; (f)~~(e)~~ tie-breaker provisions; and (g)~~(f)~~ overall and specific program provisions as set forth below.
- (4) During the ranking process, an Applicant that requested Competitive HC and HOME funding ~~from two programs~~ will not receive any funding if the Application is not funded in both programs. ~~An Application that requested SAIL funds and also requested MMRB or Competitive HC will not be selected for tentative SAIL funding in a Special Set Aside or a Geographic Set-Aside if the Application is not selected for tentative funding of the~~

~~MMRB or Competitive HC in the same Special Set Aside or Geographic Set Aside. In addition, an Applicant that requested MMRB or Competitive HC and also requested SAIL will not be selected for tentative MMRB or Competitive HC funding in a Special Set Aside or Geographic Set Aside if the Application is not selected for tentative funding of the SAIL in the same Special Set Aside or Geographic Set Aside.~~

- ~~(5) An Application is eligible to apply for SAIL and Competitive HC if competing in the Competitive HC Florida Keys Area Special Set Aside or the SAIL Homeless Special Set Aside and/or if the Development is located in a county that has an Area Median Income (AMI) of \$44,100 or less.~~
- (5) An Applicant that selected and qualified for the Homeless Demographic at Part III.D. of the Application is eligible to apply for Competitive HC and HOME. However, the Application will only be selected for tentative funding if the HC Homeless goal has not been met. Once the HC Homeless goal has been met, Applications requesting Competitive HC and HOME funding will not be eligible to be selected for any funding except when necessary to meet the Competitive HC Non-Profit goal, as provided in the Competitive HC Goals section of these instructions.
- (6) In order for an Applicant to compete for funding within a Special Set-Aside, it must have selected and qualified for the applicable designation. For example, an Applicant wishing to compete within the Competitive HC Preservation SAIL Elderly Special Set-Aside must select and qualify for the Preservation Elderly designation.

~~If there are sufficient funds available to tentatively fund a Supplemental Loan Amount, but the funds available are less than the actual Supplemental Loan Amount that the Application is eligible for, the Applicant's ELI Set Aside units above the minimum for the program(s) applied for will be adjusted to correspond with the available Supplemental Loan Amount. The balance of the ELI Set Aside units above the minimum will then convert to serve the highest AMI percentage committed to on the Set Aside Breakdown Chart at Part III.E.1.b.(2) of the Application.~~

~~If there are no funds available to tentatively fund a Supplemental Loan Amount, the Applicant's ELI Set Aside units above the minimum for the program(s) applied for will convert to serve the highest AMI percentage committed to on the Set Aside Breakdown Chart at Part III.E.1.b.(2) of the Application.~~

b. Competitive HC Provisions:

- (1) An Application for Competitive HC will not be selected for tentative funding if there are not enough Housing Credits available in the Preservation Special Set-Aside, RD Special Set-Aside or applicable Geographic Set-Aside to fund at least 60 percent of the Application's HC request amount. In the event that an Application is not selected for tentative funding for this reason, then no other lower ranked Application(s) within that Special or Geographic Set-Aside will be considered for tentative funding even though there may be enough Housing Credits available to fund at least 60 percent of another Application's request amount.

Upon determining that there are no more eligible Competitive HC Applications within the Large County Geographic Set-Aside that can be tentatively funded, any Housing Credits not tentatively allocated within the Geographic Set-Asides will be pooled and distributed as follows:

- (a) To fund any Development that has been partially funded in the following order of Set-Asides: (i) Large County, (ii) Medium County, (iii) Small County, (iv) Preservation, and (v) RD Development, and then
- (b) ~~If Housing Credits are still available, they will be distributed in accordance with paragraph 8.c. below. all eligible, unfunded Applications (Large, Medium and Small) will be listed together in ranked order. Of those Applications proposing Developments in counties which have met SAUL the least number of times in the Geographic Set Aside, the highest ranking Applications will be considered for tentative funding. This process will be repeated as many times as necessary until all available Housing Credits are tentatively allocated. If the last remaining Allocation Authority after application of the foregoing is not sufficient to fully fund the next highest scoring, eligible Application, such Applicant shall be entitled to a Binding Commitment for the unfunded balance, without regard to the 40 percent Binding Commitment limitation stated in Section 14 of the 2008 QAP. Applications that are successful in receiving a partial allocation will receive a Binding Commitment for 2009 Housing Credits up to an amount approved by the Corporation.~~

- (2) The total amount of Housing Credits available for the Special and Geographic Set-Asides is set forth in the QAP.
- (3) Distribution of the Total Housing Credit Allocation Authority available at the time of ranking:

No more than 50 percent of the total Housing Credit Allocation Authority will be awarded to any one county with the following exceptions:- ~~(i) When selecting an Application for tentative funding to meet an HC goal, if the highest ranked Application needed to meet the Competitive HC 15 percent Non-Profit goal would result in exceeding this 50 percent limit; and (ii) if the only eligible unfunded Applications remaining on the Eligible Unfunded Applications List described in paragraph 8.e. below are located in counties that, if funded, would result in exceeding this 50 percent limit, that Application would not be selected and the next highest ranked Application in a different county that met the goal would be selected for tentative funding. However, if there are no other eligible Applications that would meet the goal other than Applications in a county that would result in exceeding the 50 percent limit, no Application would be selected for tentative funding to meet that goal, with one exception. That exception being that an eligible Application in a county that would result in exceeding the 50 percent limit would be selected for tentative funding if needed to meet the 12 percent Non-Profit goal.~~

~~e. SAIL Provisions:~~

- ~~(1) Unless otherwise provided in these instructions, a SAIL Application will not be funded if there are not enough funds available in the applicable Special and Geographic Set Asides to fund at least 60 percent of the Application's SAIL request amount. In the event that an Application is not funded for this reason, a lower ranked Application within the same Set Aside will be considered for funding.~~
- ~~(2) If there are SAIL Small County funds remaining after completing the selection of Applications for tentative funding within the Small County Geographic Set Aside, these funds will be allocated to the Medium County SAIL Geographic Set Aside and to the Large County SAIL Geographic Set Aside on a pro-rata basis based on the percentages allocated to these Geographic Categories as stated in the SAIL NOFA.~~

~~If there are SAIL Medium County funds remaining after completing the selection of Applications for tentative funding within the Medium County Geographic Set Aside, these funds will be allocated first to any Small County Application that had only a portion of its SAIL request amount tentatively funded within the Small County Geographic Set Aside. Any remaining funds will then be allocated to the Large County Geographic Set Aside.~~

~~If there are SAIL Large County funds remaining after completing the selection of Applications for tentative funding within the Large County Geographic Set Aside, these funds will be first allocated to any SAIL Small County Application that only had a part of its SAIL request amount tentatively funded within the Small County Geographic Set Aside. Then, if funds remain, to any SAIL Medium County Application that only had a part of its SAIL request amount tentatively funded within the Medium County Geographic Set Aside.~~

~~If there are still SAIL funds available, they will be allocated to the highest ranking partially funded eligible SAIL Application within the Special Set Asides. If funds remain, they will be allocated to the highest ranking unfunded eligible SAIL Applications in the Large County Geographic Set Aside, subject to SAUL, regardless of whether or not the available funding constitutes 60 percent of the SAIL request amount. If funds still remain, they will be allocated to the highest ranking unfunded eligible SAIL Applications, subject to SAUL, but regardless of Set Asides and whether or not the available funding constitutes 60 percent of the SAIL request amount. Once all eligible SAIL Applications that can be funded have been funded, any remaining SAIL funds will be pooled with SAIL funds made available by the Corporation after final ranking and allocated in accordance with paragraph e.(6) below.~~

- ~~(3) SAIL funds tentatively awarded to an Application will be deducted from the funds available within the Application's Demographic Commitment Category and also subtracted from the funds available within its Geographic Set Aside.~~
- ~~(4) Unless otherwise provided in these instructions, the amount of SAIL funds available for an Application is dependent upon the funds available within its respective Geographic Category (Large, Medium or Small) and upon the funds available within its~~

respective Demographic Commitment Category (Elderly, Farmworker/Commercial Fishing Worker, Homeless or Family). There must be at least 60 percent of the Applicant's request amount available in both the Application's Geographic Category and its Demographic Commitment Category or the Application will not be funded. For example: An Application with a proposed Development in the Medium County Category which qualified for the Elderly Demographic Commitment Category requested \$1,000,000 in SAIL. In order for this Application to be tentatively selected for SAIL funding there must be at least \$600,000 (60% of \$1,000,000) available in the Medium County Category and \$600,000 available in the Elderly Demographic Commitment Category.

There is an exception to the above stated process. If during the process of selecting Applications for tentative SAIL funding within the Large County Geographic Set-Aside none of the remaining eligible Group 1 and/or Group 2 Applications requesting SAIL that have not been tentatively funded can have their request amounts funded because there are insufficient funds within their respective Demographic Commitment Categories to fund at least 60 percent of their request amount, all remaining SAIL funds in the Demographic Commitment Categories will be pooled and allocated in accordance with paragraph (2)(c) above.

(5) — Distribution of SAIL funds:

- (a) — No more than 12.50 percent of the 2008 SAIL allocation (used to fund Applications competing for SAIL funding in the Universal Cycle, the 2008 Elderly Housing Community Loan (EHCL) cycle and the 2008 SAIL Farmworker/Commercial Fishing Worker RFP) will be awarded to proposed Developments located in Miami Dade County. Prior to the ranking of the 2008 Universal Cycle Applications, the Corporation will determine the amount of the 2008 SAIL allocation available for proposed Developments located in Miami Dade County. The amount of SAIL funding already obligated to proposed Developments located in Miami Dade County funded in the 2008 EHCL funding cycle and the 2008 SAIL Farmworker/Commercial Fishing Worker RFP will then be deducted from that amount. The resulting amount (the "Miami Dade County Limit") will be used to fund Applications for proposed Developments located in Miami Dade County competing for funding in the 2008 Universal Cycle.

~~A SAIL Application for a proposed Development located in Miami Dade County will only be selected for tentative funding if there is enough SAIL funding available within (i) the demographic commitment category, (ii) the Geographic Set Aside, and (iii) the Miami Dade County Limit, to fully fund the Applicant's SAIL request amount. If the amount of SAIL funding remaining in (i) or (ii) or (iii) is not sufficient to fully fund the next eligible Application for a proposed Development located in Miami Dade County, that Application will not be selected for tentative funding. In the event that an Application is not funded for any of these reasons, a lower ranked SAIL Application for a proposed Development located in Miami Dade County will be considered for tentative funding.~~

~~After ranking, unfunded eligible Applications with proposed Developments located in Miami Dade County will be considered for funding as outlined in paragraph e.(6) below.~~

- ~~(b) — No more than 50 percent of the portion of the SAIL funding available for the Large County Geographic Set Aside will be awarded to any one Large County. If selecting the highest ranked Application for tentative funding would result in exceeding this 50 percent limit, that Application would not be selected and the next highest ranked Application that would not exceed this 50 percent limit would be selected for tentative funding. However, if there are no eligible Applications in the Large County Geographic Set Aside other than Applications in a county that would result in exceeding this 50 percent limit, the limit will no longer be considered and the highest ranked Application within the Large County Geographic Set Aside will be selected for tentative funding.~~

~~d. — MMRB Provisions:~~

- ~~(1) — Tentative allocations of MMRB will be awarded only if there is enough allocation to fully fund the Application funding request amount. In the event that an MMRB Application is not funded for this reason, then no other lower ranked MMRB Application(s) within the Set Aside will be considered for tentative funding, even though there may be enough MMRB allocation available to fully fund another Application funding request amount. Any allocation available after tentatively funding Applications when~~

~~implementing final order(s) entered by the Board after it approves the final ranking will be allocated in accordance with Rule Chapter 67-21, F.A.C., and will not be subject to SAUL.~~

- ~~(2) If the amount of MMRB allocation remaining in any Geographic Set Aside is not sufficient to fully fund the next eligible Application in that set aside, then the remaining allocation in that set aside will be applied to the MMRB ranked list and not to any other Geographic Set Aside.~~

c.e. Eligible Unfunded Competitive HC Only Applications List

If unallocated Competitive HC remains at the conclusion of all the events described in (b) above, then all unfunded eligible Applications, regardless of the Applicant's Demographic or Designation selection, will be listed together in ranked order. The funds available will be allocated to the highest ranking unfunded eligible Applications, subject to SAUL and all of the applicable program funding provisions.

Upon determining that no further eligible Applications are able to be funded, if any unallocated Competitive HC remains the HC funds will be awarded to the highest ranked eligible Application, subject to SAUL, and the Applicant shall be entitled to a Binding Commitment for the unfunded balance, without regard to the 40 percent Binding Commitment limitation stated in Section 16 of the 2009 QAP. Applications that are successful in receiving a partial allocation will receive a Binding Commitment for 2010 Housing Credits up to an amount approved by the Corporation.

d.e. Application funding order

Eligible Applications will be considered for tentative funding in the following order:

- (1) Competitive HC Florida Keys Area Special Set-Aside: For the ~~2009~~ 2008 Cycle, the Corporation will first select Competitive HC Application(s) that selected and qualified for the Florida Keys Area Designation at Part V.A. Once the Florida Keys Area SAUL is met, any remaining eligible Competitive HC Application(s) that was not selected for tentative funding in the Competitive HC Florida Keys Area Special Set-Aside will compete in the Small County Geographic Set-Aside ~~if the Application did not also request SAIL funds. Applications with requests for Competitive HC and SAIL that select and qualify for the Florida Keys Area Designation are not eligible to compete for funding within the Small County Geographic Set-Aside.~~

~~(2) SAIL Special Set Asides: The Corporation will then select Applications for tentative funding from the SAIL Special Set Asides in the following order:~~

- ~~• SAIL Homeless Special Set Aside~~
- ~~• SAIL Farmworker/Commercial Fishing Worker Special Set Aside *~~
- ~~• SAIL Elderly Special Set Aside~~

~~* (minus the portion of this set aside's funding allocated through a separate request for proposals (RFP) process)~~

~~The only Applicants that are eligible to compete within the respective SAIL Special Set Asides are (i) Applicants requesting SAIL Only and Applicants requesting MMRB and SAIL that selected and qualified for the Elderly Demographic Commitment at Part III.D. and also selected the Elderly Designation at Part V.A., (ii) Applicants requesting SAIL Only, Applicants requesting MMRB and SAIL and Applicants requesting Competitive HC and SAIL that selected and qualified for the Homeless Demographic Commitment at Part III.D. and also selected the Homeless Designation at Part V.A., and (iii) Applicants requesting SAIL Only that selected and qualified for the Farmworker/Commercial Fishing Worker Demographic at Part III.D. and also selected the Farmworker/Commercial Fishing Worker Designation at Part V.A.~~

~~Applicants requesting Competitive HC and SAIL (in accordance with Part II.A.1.) and Applicants requesting MMRB and SAIL that selected and qualified for the Farmworker/Commercial Fishing Worker Demographic Commitment at Part III.D. will not compete for the SAIL funds within the SAIL Special Set Aside, but will compete for both the SAIL and the Competitive HC or the SAIL and the MMRB in its respective Geographic Set Aside only, provided a sufficient amount of SAIL Farmworker/Commercial Fishing Worker funds remain to fund at least 60 percent of the SAIL request amount.~~

~~Applicants requesting SAIL Only that selected and qualified for the Farmworker/Commercial Fishing Worker Demographic Commitment at Part III.D. and selected a Designation at Part V.A. other than the Farmworker/Commercial Fishing Worker Designation will compete for the SAIL funds in its respective Geographic Set Aside only, provided a sufficient amount of SAIL Farmworker/Commercial Fishing Worker funds remain to fund at least 60 percent of the SAIL request.~~

~~Applicants requesting SAIL Only, Applicants requesting MMRB and SAIL and Applicants requesting Competitive HC and SAIL (in accordance with Part II.A.1.) that selected and qualified for the Homeless or Elderly Demographic Commitment at Part III.D. and selected a Designation at Part V.A. other than the Homeless or Elderly Designation will not compete for the SAIL funds within the SAIL Special Set Aside, but will compete for the SAIL and, if applicable, for the Competitive HC or MMRB, in its respective Geographic Set Aside only, provided a sufficient amount of SAIL Homeless or SAIL Elderly funds remain to fund at least 60 percent of the SAIL request.~~

~~(2)(3)~~ Competitive HC Special Set-Asides: Competitive HC Applications in the Preservation Set-Aside and the RD Development Special Set-Aside will be considered for tentative funding in the following order:

- Preservation Special Set-Aside, with preference given to Developments with PBRA units equal to 50 percent or more of the total units in the Development. When selecting the highest ranking Priority I Application with PBRA units equal to 50 percent or more of the total units in the Development, an Application located in a county where an Application has not been tentatively funded within this Special Set-Aside will be funded before an Application located in a county where an Application has already been tentatively funded within this Special Set-Aside. Moreover, an Application in Priority II, Group 1 will be selected for tentative funding over an Application in Priority I Group 1 if the Application in Priority I Group 1 is located in a county where an Application has already been tentatively funded within this Special Set-Aside or if the Application in Priority I Group 1 is located in a county where the SAUL was met in a previous Special Set-Aside. Similarly, an Application in Priority II, Group 2 will be selected for tentative funding over an Application in Priority II, Group 1 if the Application in Priority II, Group 1 is located in a county where an Application has already been tentatively funded within this Special Set-Aside or if the Application in Priority II, Group 1 is located in a county where the SAUL was met in a previous Special Set-Aside. If funds remain after tentatively funding all eligible Applications with PBRA units equal to 50 percent or more of the total units in the Development, the highest ranking Priority I Developments with PBRA units equal to less than 50 percent of the total units in the Development will be

selected for tentative funding. When selecting the highest ranking Application with PBRA units equal to less than 50 percent of the total units in the Development, an Application located in a county where an Application has not been tentatively funded within this Special Set-Aside will be funded before an Application located in a county where an Application has already been tentatively funded within this Special Set-Aside. Moreover, an Application in Priority II, Group 1 will be selected for tentative funding over an Application in ~~Priority I Group 1~~ if the Application in ~~Priority I Group 1~~ is located in a county where an Application has already been tentatively funded within this Special Set-Aside or if the Application in ~~Priority I Group 1~~ is located in a county where the SAUL was met in a previous Special Set-Aside. Similarly, an Application in Priority II, Group 2 will be selected for tentative funding over an Application in Priority II, Group 1 if the Application in Priority II, Group 1 is located in a county where an Application has already been tentatively funded within this Special Set-Aside or if the Application in Priority II, Group 1 is located in a county where the SAUL was met in a previous Special Set-Aside.

- RD Development Special Set-Aside, with all Priority I Applications and Priority II, Group 1 and Group 2 Applications that provide evidence that the Applicant has secured funding from USDA-RD within 12 months prior to the Application Deadline for the proposed Development being funded before any Priority I Applications and Priority II, Group 1 and Group 2 Applications that do not provide such evidence.

Only Applications that selected and qualified for the Preservation or RD Designation at Part V.A. may compete for funding within their respective HC Special Set-Aside. Eligible Preservation Development Applications and RD Development HC Applications that are not selected for a tentative Housing Credit allocation within their respective Special Set-Asides will compete for funding in their respective Geographic Set-Aside(s) without regard to the preferences stated above. An RD 514/516 Application that is moved into a Geographic Set-Aside may will count toward the as a Farmworker/Commercial Fishing Worker HC goal Development.

- ~~(3)~~(4) Competitive HC Goals: The Housing Credit Program has a goal to allocate Housing Credits to a minimum of: two (2) Farmworker/ Commercial Fishing Worker Development (in addition to any

Developments funded in the Competitive HC RD Development Special Set-Aside), one (1) HOPE VI Development, two (2) Urban In-Fill Developments, one (1) Elderly Development, which may be an Assisted Living Facility, two (2) Homeless Developments, and 15 42 percent of its Allocation Authority per the Qualified Allocation Plan to Non-Profit Applicants. The HC goals may be achieved or partially achieved by the tentative allocation of Housing Credits to Competitive HC Applications during the selection of qualified Applications in the Special Set-Asides and the Geographic Set-Asides. Applicants that selected and qualified for the Elderly Demographic Commitment will be classified as Elderly Developments. Applicants that selected and qualified for the Homeless Demographic Commitment will be classified as Homeless Developments. Applicants that selected and qualified for the Farmworker/Commercial Fishing Worker Demographic Commitment or Applicants that have moved into a Geographic Set-Aside from the RD Development Special Set-Aside that and has selected the will be funded with RD 514/516 Designation funds will be classified as Farmworker/Commercial Fishing Worker Developments. An Applicant must have selected and qualified as an Urban In-Fill Development in order for its Development to be classified as an Urban In-Fill Development. An Applicant must have selected and qualified as a HOPE VI Development to be classified as a HOPE VI Development. An Application selected for tentative funding may satisfy more than one HC goal. For example, an Application selected for tentative funding that qualified as HOPE VI Development and also qualified as an Urban In-fill Development would count toward meeting the Hope VI goal as well as count toward meeting the Urban In-Fill goal. Within the Geographic Set-Asides, the SAUL provisions will not apply for an Application that counts toward meeting the HOPE VI goal and/or the Urban In-Fill goal that also qualifies for the Homeless goal or that is selected to meet the Homeless goal, as outlined in paragraph 7.c.(9). If it is determined upon the distribution of Housing Credits to the Geographic Set-Asides that the goal was not achieved through the tentative allocation of Housing Credits to Applications within the Special Set-Asides, the Corporation will attempt to achieve the goal by selecting the highest scoring qualified Application(s), applying tie-breakers where necessary, regardless of Geographic Set-Aside, for tentative allocation of credits subject to SAUL provisions* and fund availability**, in the following order:

- 2 Farmworker/Commercial Fishing Worker Developments
- 1 HOPE VI Development
- 2 Urban In-Fill Developments

- 1 Elderly Development
- 2 Homeless Developments
- Minimum 15 ~~12~~ percent Non-Profit Applicants

The last Non-Profit Applicant selected to meet the 15 ~~12~~ percent Non-Profit goal will tentatively receive a full allocation of Competitive HC even though the total Non-Profit tentative allocation may exceed 15 ~~12~~ percent.

* For HC goals other than the Homeless goals, in the event that the only way to achieve a Competitive HC goal is to fund an Applicant that has a proposed Development in a county that has met its SAUL, that Application will be selected for tentative allocation of Competitive HC. The county of the Development, which was selected, will be deemed to have met its SAUL for the purposes of selecting future Applications for tentative funding and the Development's set-aside units will be credited towards meeting the county's SAUL a second time. For example, County A is in the Medium County Geographic Set-Aside and has a SAUL of 100 set-aside units. There are two Farmworker/Commercial Fishing Worker Applicants that are unfunded in County A, Application One with 120 set-aside units and Application Two, ranked below Application One, with 100 set-aside units. They are the only Group 1 Farmworker/ Commercial Fishing Worker Applicants within the Geographic Set-Asides. The Farmworker/Commercial Fishing Worker goal has not been met. As such, Application One is selected for tentative funding and in doing so, County A meets its SAUL. After selecting Application One for tentative funding, the Farmworker/Commercial Fishing Worker goal is still not met. Even though Application Two is in a county that has met its SAUL, it is selected for tentative funding for there are no other Group 1, Farmworker/Commercial Fishing Worker Applicants within any of the Geographic Set-Asides that can be selected to meet the Farmworker/Commercial Fishing Worker goal. The result of selecting Applications One and Two for tentative funding is that County A has met its SAUL twice. Therefore, no other Applications with proposed Developments in County A will be considered for tentative funding until all other counties within the Medium County Geographic Set- Aside, with enough eligible Applications that if selected for tentative funding would cause the counties to have met their SAUL at least twice, have met their SAUL twice.

**If the 15 ~~12~~ percent Non-Profit goal has not been met and the only Non-Profit Applicants available to meet the 15 ~~12~~ percent Non-Profit goal are located within a Geographic Set-Aside where

there are not enough Housing Credits available for such Applicants, enough Housing Credits will be redistributed from the other Geographic Set-Asides on a pro-rata basis to tentatively fund those Non-Profit Applicants needed to meet the 15 +2 percent Non-Profit goal. A Non-Profit Application requesting Competitive HC and HOME funding that was not selected to meet the HC Homeless goal will only be chosen to meet the 15 percent Non-Profit goal if there are no Group 1 or Group 2 eligible Non-Profit Applications that requested Competitive HC Only available to meet the goal. If the 15 percent Non-Profit goal is still unmet, Non-Profit Applications classified in Group 3 will only be chosen to meet the 15 +2 percent Non-Profit goal if there are no eligible Non-Profit Applications classified in Group 1 or Group 2 available to meet the goal. The amount of 2010 2009 Housing Credits issued to Non-Profit Applicants will not count towards meeting the 15 +2 percent Non-Profit goal. However, Binding Commitments issued to Non-Profit Applicants for 2009 2008 Housing Credits allocated through the Universal Cycle will count toward meeting the 15 +2 percent Non-Profit goal.

~~(4)~~(5) Small/Medium/Large Geographic Set-Asides:

- (a) ~~Applications, regardless of program(s) applied for by the Applicant,~~ will be considered for tentative funding within each Geographic Set-Aside; i.e., Applications located in small counties (regardless of whether they are in SL, SM or SS on the SAUL chart) will be listed together in order of total score within the Small County Geographic Set-Aside.
- (b) Applications in the Small County Geographic Set-Aside will be selected for tentative funding first, followed by those in the Medium County Geographic Set-Aside and then followed by those in the Large County Geographic Set-Aside.

~~(5)~~(6) Competitive HC funding Funds available after the Board approves the final ranking will be allocated in accordance with the QAP. The SAUL procedure will not be applied, as follows:

- ~~(a) MMRB: Funds will be allocated in accordance with Rule 67-21.003, F.A.C. The SAUL procedure will not be applied.~~
- ~~(b) Competitive HC: Housing Credits will be allocated in accordance with the QAP. The SAUL procedure will not be applied.~~

- (c) ~~SAIL: Funds will be first allocated to those Applications that received a partial tentative SAIL allocation and have been determined not to have declined an invitation into credit underwriting. Funds will be distributed to such partially funded Applications in the following order: Applications from Small Counties, Applications from Medium Counties and then, Applications from Large Counties. If funds still remain, the funds will be offered to the highest ranked eligible SAIL Application regardless of set asides and whether or not the available funding constitutes 60 percent of the Applicant's SAIL request amount or 100 percent of the Applicant's SAIL request if the proposed Development is located in Miami Dade County. In no event will the funding tentatively awarded to proposed Developments located in Miami Dade County through the 2008 Universal Cycle (during ranking and after ranking), the 2008 EHCL Program and the 2008 SAIL Farmworker/Commercial Fishing Worker RFP exceed 22.33 percent of the 2008 SAIL allocation. If the highest ranked eligible SAIL Application also requested MMRB or Competitive HC, the SAIL funds will only be offered to that Application if MMRB or Competitive HC is also available at that time. This process will be applied until the opening date of the next Application Period. The SAUL procedure and the 50 percent Large County limit will not be applied. If any funds remain after all eligible SAIL Applications have been funded, the Corporation may allocate those remaining funds in a supplemental cycle or as the Board deems appropriate.~~
- (d) ~~Supplemental Loan: Funds will be allocated only to Applications that did not request Competitive HC as follows:~~
- (1) ~~Funds will be first offered to an Application that received a partial tentative Supplemental Loan allocation and has been determined not to have declined an invitation into credit underwriting.~~
 - (2) ~~If Supplemental Loan funds remain, the funds will be offered to the highest ranked Application, regardless of set aside and SAUL, that received its SAIL, MMRB or SAIL and MMRB funding but did not receive any of the Supplemental Loan funding it~~

~~was eligible for and has been determined not to have declined an invitation into credit underwriting.~~

~~Applicants offered the Supplemental Loan funds must submit a written acceptance within seven (7) Calendar Days of the date of the offer of funding. Failure to submit the written acceptance by the specified deadline will result in the funding being offered to the next eligible Applicant.~~

~~Acceptance of the offer of the Supplemental Loan funding will result in the Applicant's ELI Set Aside being adjusted to correspond with the amount of the Supplemental Loan funding awarded. For example, if funding is available to fund all of the ELI Set Aside units committed to in the Application, then that will be the Applicant's ELI Set Aside commitment. However, if funding is available to only fund a portion of the ELI Set Aside units committed to in the Application, the Applicant will only be held to an ELI Set Aside commitment that corresponds with the amount of Supplemental Loan funds available.~~

~~Should the offer of the Supplemental Loan funding be declined by the Applicant, the Applicant's ELI Set Aside will remain as adjusted at the time of ranking and the Supplemental Loan funds will be offered to the next eligible Applicant.~~

~~This process will be applied until the opening date for the next Application Period or as the Board deems appropriate.~~

FEES

The Corporation, Credit Underwriter or environmental provider shall collect via check or money order from the Borrower/Applicant the following fees and charges in conjunction with the MMRB, SAIL, HOME and HC Programs. Failure to pay any fee shall cause the firm loan commitment under any program to be terminated or shall constitute a default on the respective loan documents.

1. Application Package Fee:

Applicants may obtain the Universal Application Package as follows:

- a. The Application is available on the Corporation's Website without charge; or

- b. A copy of the Application Package can be purchased from the Corporation for a fee of \$50.00. Payment must be received by the Corporation prior to the issuance of an Application Package.

2. Application Fee:

Applicants requesting HOME, SAIL, MMRB, and HC shall submit to the Corporation by the Application Deadline a non-refundable Application fee of:

- a. \$1,500 per Application, regardless of whether the Application is submitted online, if Applicant or Applicant's general partner applies and qualifies as a Non-Profit entity; or
- b. For all other Applicants:
 - (1) \$3,000 per Application for online submission; or
 - (2) \$5,000 per Application for Applications NOT submitted online

3. TEFRA Fee:

Applicants requesting MMRB must submit to the Corporation by the Application Deadline a non-refundable TEFRA fee of \$500 per Application.

4. Credit Underwriting Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract and any addendum for services between Florida Housing Finance Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

a. Initial fee:

- (1) SAIL Only..... \$11,561 ~~\$11,224~~
 HC Only..... \$10,405 ~~\$10,102~~
 MMRB Only..... \$12,429 ~~\$12,067~~
 HOME Only*..... \$11,561 ~~\$11,224~~

- (2) If requesting funding from more than one program, the fee will be the highest program fee plus the multiple program fee of \$3,701 ~~\$3,593~~ for each additional program. For example:

Program	Initial Fee	Additional Program(s)			
		With SAIL	With Competitive HC	With Supplemental Loan	With Non-Competitive HC
MMRB	<u>\$12,429</u> \$12,067	<u>\$3,701</u> \$3,593		<u>\$3,593</u>	<u>\$3,701</u> \$3,593

SAIL	\$11,561 \$11,224		\$3,701 \$3,593	\$3,593	
SAIL (with Local Bonds)	\$11,561 \$11,224			\$3,593	\$3,701 \$3,593
Competitive HC	\$10,405 \$10,102			\$3,593	
HOME *	\$11,561 \$11,224		\$3,701		

(3) MMRB Subsidy Layering Review

- (a) If previously underwritten ~~\$2,042~~ \$1,983
- (b) If not previously underwritten ~~\$3,584~~ \$3,480.

b. Re-underwriting fee: ~~\$150~~ \$146 per hour, not to exceed ~~\$6,705~~ \$6,510 for SAIL, HOME*, HC and MMRB

If a Housing Credit Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Housing Credit Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC, as well as any SAIL Development or HOME Development* requiring further analysis by the Credit Underwriter pursuant to this rule chapter, will be subject to a fee based on an hourly rate determined pursuant to contract between the Corporation and the Credit Underwriter. All Credit Underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

*Applicants requesting ~~ONLY~~ HOME (HOME Only or Competitive HC and HOME) Applicants that do not apply and qualify as a Non-Profit entity under Rule 67-48.002, F.A.C., will be responsible for the fees set out in 4.a.(1) and 4.b. above, as well as fees resulting from further analysis pursuant to this rule chapter.

5. Administrative Fees:

a. With respect to the HC Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 8 percent of the annual Housing Credit Allocation amount stated in, as applicable: the Preliminary Allocation, Binding Commitment, or Preliminary Determination. The administrative fee shall be 5 percent of the stated annual Housing Credit Allocation for Non-Profit Applicants. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation, the Binding Commitment, the Carryover Allocation Agreement or the Preliminary Determination, whichever is applicable. In the event the Final Housing Credit Allocation amount exceeds the annual Housing Credit Allocation amount stated in the Preliminary Determination, the Applicant is responsible for paying the applicable administrative fee on the excess amount before IRS Forms 8609 are issued for the Development.

b. With respect to the SAIL Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 1 percent of the Applicant's preliminary commitment amount. The non-refundable administrative fee for Non-Profit Applicants shall be ¼ percent of the Applicant's SAIL preliminary commitment amount. The administrative fee must be submitted to the Corporation at the time the invitation to enter credit underwriting is accepted by the Applicant. In the event the amount stated in the preliminary commitment is less than the SAIL request amount stated by the Applicant in its Application, the Applicant will be responsible for paying the applicable administrative fee on any additional SAIL funds that are offered to and accepted by the Applicant for the Development. The administrative fee payment will be credited toward the SAIL loan closing costs.

6. Commitment Fees:

With respect to the SAIL Program ~~and Developments eligible for a Supplemental Loan~~, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the SAIL loan amount ~~and/or, if applicable, the Supplemental Loan Amount~~; upon acceptance of the firm commitment.

- a. Non-Profit sponsors who provide a certification indicating that funds will not be available prior to closing shall be permitted to pay the commitment fee at closing.
- b. All Applicants shall remit the commitment fee payable to the Florida Housing Finance Corporation.

7. Compliance Monitoring Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract for services between Florida Housing Finance Corporation and the Compliance Monitor(s).

- a. SAIL Only: Annual fee of ~~\$1,706~~ ~~\$1,656~~ + \$9.00 per set-aside unit, billed annually following loan closing
- b. HC:
 - (1) Pre-final allocation compliance monitoring fee of ~~\$1,706~~ ~~\$1,656~~ + \$9.00 per set-aside unit, to be collected as stated in the Preliminary Housing Credit Allocation, Carryover Allocation Agreement or Binding Commitment; and
 - (2) Annual Compliance monitoring fee –

- (a) All Developments other than RD - ~~\$1,706~~ ~~\$1,656~~ + \$9.00 per set-aside unit, for the full Housing Credit Extended Use Period collected at final allocation based on a quarterly payment stream discounted at a rate of ~~2.75~~ percent.
- (b) RD Developments - \$450 per Development for the full Housing Credit Extended Use Period collected at final allocation based on a quarterly payment stream discounted at a rate of ~~2.75~~ percent.

If during any year subsequent to the Final Housing Credit Allocation, there is a fee increase based on the Consumer Price Index, as stipulated in the current contract for services between Florida Housing Finance Corporation and the Compliance Monitor(s), the additional fee will be billed directly to the Development.

c. SAIL with HC:

Additional program fee – annual fee of ~~\$786~~ ~~\$763~~, billed annually following the Final Housing Credit Allocation. This fee will be in addition to the HC fees set out in Item 7.b. above.

d. MMRB (with or without HC)— Annual fee of 4 basis points on the outstanding loan balance or a minimum of ~~\$2,428~~ ~~\$2,357~~, billed annually following loan closing.

~~e. Supplemental Loan fee—annual fee of \$763, billed annually following loan closing. This fee will be in addition to the SAIL, HC and MMRB fees set out above.~~

~~e. f.~~ Follow-up Review - ~~\$150~~ ~~\$146~~ per hour

8. Financial Monitoring Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract for services between Florida Housing Finance Corporation and the Financial Monitor(s).

An annual financial monitoring fee of 1.5 basis points on the unpaid principal balance of the SAIL loan, ~~and/or, if applicable, the Supplemental Loan Amount~~, which fee shall never be less than ~~\$1,735~~ ~~\$1,685~~ nor greater than ~~\$2,162~~ ~~\$2,099~~. A fee of \$562 for each subsequent program will be applicable.

9. Tax-exempt Mortgage Financing:

If Corporation tax-exempt mortgage financing is used for the first mortgage loan, the same fee schedule as described above shall be applied to both the first mortgage loan and the SAIL loan. Additional legal, cost of issuance, bond underwriting, credit enhancement, liquidity facility and servicing fees associated with the financing shall also be paid by the Applicant.

10. Construction Inspection Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract for services between Florida Housing Finance Corporation and the Servicer(s).

On-site construction inspection - ~~\$150~~ \$146 per hour, not to exceed ~~\$1,504~~ \$1,460 per inspection for SAIL, HC and MMRB.

11. Loan Closing Extension Fees:

In the event a SAIL or HOME ~~or supplemental~~ loan does not close within the timeframes prescribed, extension fees will be assessed pursuant to subsection 67-48.0072(26) and paragraph 67-48.0072(4)(c), F.A.C.

12. Additional SAIL Fees:

SAIL Applicants will be responsible for all fees associated with the Corporation's legal counsel related to the SAIL Program.

~~13. Additional Supplemental Loan Fees:~~

~~Applicants eligible for a Supplemental Loan will be responsible for all fees associated with the Corporation's legal counsel related to the Supplemental Loan.~~

13. ~~14.~~ Additional MMRB Fees:

The following fees may not be the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract for services between Florida Housing Finance Corporation and the professionals involved as well as on the loan commitment signed by the Applicant and Florida Housing Finance Corporation.

Ongoing Fees – based on the amount of bonds outstanding as follows:

Under \$10,000,000	40 basis points
\$10,000,000 to \$14,999,999	37 basis points
\$15,000,000 to \$19,999,999	35 basis points
\$20,000,000 to \$24,999,999	33 basis points

\$25,000,000 and over 31 basis points

Ongoing fees include compliance monitoring fees, loan servicing fees, financial monitoring fees, trustee fees, arbitrage rebate fees and the issuer fee. The above fees are subject to a minimum of \$15,000 per annum.

14. ~~15.~~ Additional HOME Fees:

HOME Applicants that do not apply and qualify as a Non-Profit entity will be charged fees for environmental review based on the current contract for services between Florida Housing Finance Corporation and the Environmental Provider(s).

15. ~~16.~~ Development Cost Pro Forma:

All of the fees set forth above with respect to the SAIL Program and Supplemental Loan Amount are part of Development Cost and can be included in the Development Cost Pro Forma and paid with loan proceeds.

16. ~~17.~~ Additional HC Fees:

- a. If the Applicant requests permission to return its HC allocation and receive a new HC allocation and such request is approved, whether by the Executive Director in accordance with Section 10 of the QAP or by the Board through a rule waiver, the Applicant will be charged a processing fee of \$15,000 per request.
- b. If, after the 14th year of the Compliance Period, the Applicant decides to submit a written request to the Corporation to find a person to acquire the Development, it must, according to Rule 67-48.031, F.A.C., submit the request utilizing the Qualified Contract Package and submit the nonrefundable Qualified Contract Package fee in the amount equal to one fourth of one percent of the qualified contract price.
- c. HC Applicants shall be responsible for all processing fees related to the HC Program.

17. ~~18.~~ Assumption/Renegotiation Fees:

For all loans, excluding MMRB, where the Applicant is requesting a sale and/or transfer and assumption of the loan, the borrower or purchaser shall submit to the Corporation a non-refundable assumption fee of one-tenth of one percent of the loan amount.

For all loans, excluding MMRB, where the Applicant is requesting a renegotiation of the loan, the borrower shall submit to the Corporation a non-refundable renegotiation fee of one-half of one percent of the loan amount.

SUPPLEMENTAL MMRB APPLICATION CYCLE

A. Application

1. General Provisions

When authorized by the Corporation's Board of Directors, a Supplemental MMRB Application Cycle will be held. Applications for this supplemental cycle shall be submitted using the current Universal Application Package. The provisions of these instructions regarding the Supplemental MMRB Application Cycle shall take precedence over any inconsistent provisions in the Universal Application Package or Rule Chapters 67-21 and 67-48, F.A.C., for all Applications submitted during the Supplemental MMRB Application Cycle.

- a. The Application may be submitted for only Florida Housing-issued MMRB and non-competitive HC.

If an Applicant requests Corporation-issued MMRB and non-competitive HC in the supplemental cycle and intends to apply for SAIL funding or HOME funding in a future Universal Application Cycle, it must show the amount of SAIL funding or HOME funding that the Applicant intends to apply for in a future Universal Application Cycle in the pro-forma of its Supplemental MMRB Application and otherwise meet all of the requirements imposed by the SAIL or HOME Rule (Chapter 67-48, F.A.C.).

- b. Fees

Refer to the Fees section of the current Universal Application Instructions.

2. Proximity

Section III.A.10 (Proximity) will not be scored and does not have to be completed by the Applicant for the Supplemental MMRB Application Cycle.

B. Ranking and Selection Criteria

General Provisions

Supplemental MMRB Applications will be received on a continuous basis during the Application Period.

At the time it directs staff to proceed with a Supplemental MMRB Application Cycle, the Board may also direct staff to set aside a certain amount of private activity bond allocation to serve one or more categories of Development.

All remaining allocation assigned by the Board for use by the MMRB Program will be made available to Applications which are not competing in a set-aside, subject to the provisions below. Eligible non-set-aside Applications will be funded on a first-come first-served basis out of the remaining available allocation.

All Applications will be scored by Corporation staff and Applicants will be given opportunities to cure any deficiencies identified by staff. The provisions of sections 67-21.003(4)-(9), F.A.C., will not govern the scoring of the Supplemental MMRB Applications.

An Application is considered filed with the Corporation when the electronic copy (if applicable), Original Hard Copy, three photocopies and the Application fee and TEFRA fee are received by the Corporation. However, Applications will not be considered eligible for first-come, first-served funding in either the set-aside or non-set-aside categories until the date that all identified deficiencies are cured.

To be eligible for funding in the Supplemental MMRB Application Cycle, Applications must achieve 70 ~~66~~ points (the maximum score possible) and meet all threshold requirements.

Neither SAUL nor Geographic Set-Asides will apply to Supplemental MMRB Applications.

If there is private activity bond allocation remaining after all eligible Applications are funded, then this allocation will be applied to the Corporation's single-family bond program or otherwise used as directed by the Board.

Challenged Provisions of 2009 Universal Application Package

2009 Universal Application Form 3-13-09 Draft

- Page 1, reference in Title of Part I to “Related and Priority I applications.”
- Page 1, Part I.B. in its entirety.

Exhibit Forms, 3-13-09 Draft

- Blank exhibit form for Exhibit 1.B., entitled “Declaration of Priority I Related Applications.”

2009 Universal Application Instructions 3-13-09 Draft

- Page 2, first full paragraph, addition of new phrase “reclassification of a Priority I application to Priority II as provided in Part I.B. of these instructions.”
- Page 2, fifth full paragraph, portion of added language reading “except for the declaration of Priority I related application form.”
- Page 3, added portion of title of Part I, reading “Related and Priority I applications.”
- Page 3 through 5, all of Part I.B. of Instructions.
- Page 86, Threshold Requirements, at numbered paragraph 5, addition of parenthetical phrase “(other than the declaration of Priority I related applications form).”
- Page 90, Ranking and Selection Criteria, at Section B.3.a., addition of phrase “divided into two (2) separate lists, those deemed by the Corporation to be Priority I applications and those deemed by the Corporation to be Priority II applications, with the Applications,” and addition of the word “each” on the following line, and striking the word “a” on that same line, and retention of the word “separate” on that same line.
- Page 91, Ranking and Selection Criteria, at Section B.3.a., in former subparagraph c., addition of words “each separate” in first, second, and last sentences of said subparagraph, and striking of the word “the” in the first and second sentences.
- Pages 92 and 93, Ranking and Selection Criteria, Section B.5., entitled “Priority I and II Classifications,” in its entirety.
- Pages 97-98, Ranking and Selection Criteria, Section B.7. (formerly 6).c.(4): references to “Priority I” and “Priority II” throughout said paragraph.

- Pages 98-99, Ranking and Selection Criteria, Section B.7. (formerly 6), unnumbered paragraph entitled “SAUL Process Example” following subparagraph c.(9), and subparagraphs i. through vii., all uses of words “Priority I” and “Priority II.”
- Page 100, Ranking and Selection Criteria, Part B.8. (formerly 7).a.(3): new subpart (e) “Priority I and II provisions.”
- Page 109, Ranking and Selection Criteria, Part B.8. (formerly 7).d. (formerly e) (2) (formerly 3), Competitive HC Special Scr-Asides: addition of references to “Priority I” and “Priority II” throughout, deletions of references to “Group1.”

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