

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

HTG HILLSBOROUGH 1, LLC,

Petitioner

v.

FHFC Case No. 2013-045BP

DOAH Case No: _____

FHFC Application No.: 2014-124C

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

_____ /

**AMENDED FORMAL WRITTEN PROTEST AND PETITION
FOR FORMAL ADMINISTRATIVE HEARING**

Petitioner, HTG Hillsborough 1, LLC ("HTG 1"), by and through undersigned counsel, files this Amended Formal Written Protest and Petition for Formal Administrative Hearing ("Petition") pursuant to Section 120.57(3), Florida Statutes, Rules 28-110.003 and 67-60.009, Florida Administrative Code, challenging the Notice of Intent to Award issued by Florida Housing Financing Corporation ("Florida Housing") regarding Request for Applications 2013-002 for Affordable Housing Developments located in Duval, Hillsborough, Orange and Pinellas counties. In support of its Amended Petition, HTG 1 states as follows:

Parties

1. Petitioner HTG 1 is a Florida limited liability company, authorized to transact business in Florida with an address at 3325 Aviation Avenue, Suite 602, Miami, Florida, 33133. HTG 1's address, phone number and email address for purposes of this proceeding, are that of its undersigned counsel.

2. Florida Housing Finance Corporation (“Florida Housing”) is the agency affected by this Petition. Florida Housing’s address is 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301.

Background

3. Florida Housing is designated as the housing credit agency for the state of Florida within the meaning of Section 42(h)(7)(A) of the Internal Revenue Code and has the responsibility and authority to establish procedures for allocating and distributing low-income housing tax credits (“Housing Credits”) §420.5099, Florida Statutes (2013).

4. Florida Housing has adopted Chapter 67-60, Florida Administrative Code which details the procedures for administering the competitive solicitation process for the Housing Credit Program authorized by section 42 of the IRC and section 420.5099, Florida Statutes.

5. The Request for Applications 2013-002 for Affordable Housing Developments located in Duval, Hillsborough, Orange and Pinellas counties (hereinafter “RFA”), was issued on September 19, 2013. A copy of the RFA is attached hereto as Exhibit “A”.

6. Through the RFA, Florida Housing anticipated awarding up to an estimated \$7,898,649 of Housing Credits to developments proposed in Duval, Hillsborough, Orange and Pinellas counties (See RFA at 2).

7. Only eligible applications are considered for funding (See RFA at 36).

8. The RFA provides that review committee members independently evaluate and score their assigned portions of the submitted eligible applications based on various Mandatory and Point items (See RFA at 37-38).

9. According to the RFA, once an application is deemed eligible for funding,

The highest scoring Applications will be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated first by the Application's eligibility for the Development Category Funding Preference which is outlined in Section Four A.4.c.(1)(a) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), then by the Applications eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.9.e. of the RFA, (with Applications that qualify for the preference listed above, Applications to [sic] do not qualifying for the preference), then by the Applications Leveraging Classification (applying the multipliers outlined in Exhibit C below and having the Classification be the top priority), then by the Application's eligibility for the Florida Job Creation Preference which is outlined in Exhibit C below (with Applications that qualify for the preference listed above Applications that do not qualify for the preference), and then by lottery number, resulting in the lowest lottery number receiving preference.

Applications will be selected for funding only if there is enough funding available to fully fund the Eligible Housing Credit Request amount (Funding Test).

Funding will be limited to 1 application per county (County Test), unless the only eligible Applications that can meet the Funding Test are located in a county that has already been awarded.

(See RFA at 36, 37)

10. HTG 1 timely submitted its application for the Mango Station Development in Hillsborough County to Florida Housing before 2:00 p.m. on October 30, 2013. Mango Station was deemed an eligible application for funding.

11. The review committee met at two public meetings, held on November 18, 2013 and December 11, 2013. At the December 11th meeting, the review committee scored and ranked the applications received and recommended certain applications to the Florida Housing Board of Directors for funding and approval by The Florida Housing Board. A copy of the spreadsheet identifying eligible and non-eligible applicants as deemed by Florida Housing is attached hereto as Exhibit "B". The Florida Housing Board approved those Developments recommended for funding at its meeting on Friday, December 13, 2013.

12. Of the six (6) recommended applications only one met the Transit Oriented Development (TOD) goal, Lexington Court Apartments (Application No. 2014-109C) in Orange County. The other Developments recommended and approved for funding are,

Senior Citizens Village (Application No. 2014-129C), Duval County;

Eagle Ridge (Application No. 2014-101C), Pinellas County;

Flamingo West (Application No. 2014-111C), Hillsborough County;

The Fountains at Lingo Cove (Application No. 2014-107C), Orange County;

Urban Landings (Application No. 2014-105C), Pinellas County.

13. Florida Housing posted Notice of its Intent to Award resulting from Request for Applications No. 2013-002, for Affordable Housing and Developments located in Duval, Hillsborough, Orange and Pinellas counties ("RFA"), on Friday, December 13, 2013 on the Florida Housing website. A copy of this posted Notice is attached hereto as Exhibit "C". Petitioners received notice of the agency decision through this posting. On Wednesday, December 18, 2013, HTG 1 timely filed its Notice of Intent to Protest with the Florida Housing agency clerk; a copy of the Notice is attached hereto as Exhibit "D".

14. In accordance with Section 120.57(3), Florida Statutes, Chapter 28-110 and Rule 67-60.009, Florida Administrative Code, this Petition is being filed within 10 days of the date that HTG 1 filed its Notice of Protest.

15. Florida Housing's actions in terms of scoring are clearly erroneous, contrary to competition, arbitrary and/or capricious, and in violation of the terms of the RFA.

Statement of Ultimate Facts

Flamingo West (Application No. 2014-111C)

16. The RFA requires an Applicant to demonstrate site control through either an Eligible Contract, a Deed or Certificate of Title or a Lease. (See RFA at 23-24).

17. The definition of Eligible Contract provides in part,

...an eligible contract is one that has a term that does not expire before a date that is *six (6) months after the Application Deadline 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 that is not earlier than six (6) months after the Application Deadline...

(See RFA at 24). (Emphasis supplied).

18. Blue HC 53, LLC ("Blue HC") is the applicant proposing Flamingo West, a proposed rehabilitation of a development in Hillsborough County.

19. As evidence of site control, Blue HC submitted an Agreement for Sale and Purchase between Flamingo West Apartments, Inc. and Blue HC 54, LLC dated October 3, 2013 (the "Agreement"). A copy of the Agreement is attached hereto as Exhibit "E". The Agreement provides, in part,

8. Closing

(A) Subject to the provisions and conditions herein contained, this transaction shall be closed and the deed and other closing papers delivered (the "Closing") on or before March 20, 2014 (the "Closing Date")...

(D) The Closing Date may be extended by the Purchaser for up to four (4) separate periods of thirty (30) days each if the following conditions are satisfied: (i) Purchaser notifies the Seller in writing (the "Extension Notice") on or before ten (10) calendar days before the scheduled Closing (the "Extension Deadline"), that Purchaser is not ready to close (Purchaser shall also deliver a copy of the Extension Notice to Escrow Agent); and (ii) Purchaser delivers to Escrow Agent on or before 4:00 p.m. on the applicable Extension Deadline the sum of five thousand and no/100 dollars (\$5,000.00) (each an "Extension Fee").

20. The Agreement provides the transaction must close by March 20, 2014, this fails to meet the Eligible Contract definition which requires that a term not expire before six

(6) months after the Application Deadline of October 30, 2013.¹ Thus it must have a contract extension option that is conditioned *solely* upon payment of additional monies which, if executed, would extend the term to a date that is not earlier than six (6) months after the Application Deadline.

21. The extension of the Agreement at issue is conditioned upon the payment of money **and** in accordance with its terms and conditions,

(1) **Purchaser notifies the Seller in writing** (the "Extension Notice") on or before ten (10) calendar days before the scheduled closing (the "Extension Deadline"), that Purchaser is not ready to close (**Purchaser shall also deliver a copy of the Extension Notice to Escrow Agent**)...(Emphasis Supplied).

Due to the fact that the necessary extension of the "Closing Date" is not conditioned solely upon payment of additional monies, the Agreement at issue is not an Eligible Contract, site control is not established and Florida Housing should not have deemed the applicant eligible for funding.

22. Additionally, the Agreement was executed by a representative for Flamingo West, as the Seller, on September 30, 2013 and Shawn Wilson on behalf of Blue HC, as the Buyer, on October 3, 2013.

23. Paragraph 40 of the Agreement provides,

40. Offer and Acceptance- This Agreement **shall first be executed in full by Purchaser** for presentation to Seller. If this Agreement is not executed by Seller and delivered to Purchaser OR THE FACT OF EXECUTION communicated in writing by Seller to Purchaser within ten (10) days after the date of execution by Purchaser, then in such event this Agreement shall be **null and void and of no further force and effect**...(emphasis supplied).

24. Contrary to the express terms of paragraph 40 of the Agreement, Seller executed the Agreement on September 30, 2013, well before the Purchaser did on October 3, 2013.

¹ Six (6) months from the Application Deadline is April 30, 2014.

25. By its own terms, the Agreement upon which HC relies to establish site control is null and void and of no force and effect.² Accordingly, Florida Housing should have deemed this applicant ineligible for funding.

26. Florida Housing's failure to deem the application of Blue HC ineligible for funding for failure to establish site control is clearly erroneous, contrary to competition, arbitrary and/or capricious and in violation of the terms of the RFA.

The Fountains at Lingo Cove (Application No. 2014-107C)

27. Lingo Cove Partners, LTD ("LCP") is the applicant proposing The Fountains at Lingo Cove in Orlando, Florida.

28. As evidence of site control, LCP submitted several documents:

- (a) Standard Contract for Sale and Purchase between New Earth Properties, LLC (as "Seller") and Southern Investment Group, L.L.L.P. (as "Buyer"), dated March 7, 2013 (as amended, the "Underlying Contract");
- (b) Amendment to Standard Contract for Sale and Purchase between New Earth Properties LLC, ("Seller") and Southern Investment Group, L.L.L.P. ("Buyer"), dated August 19, 2013;
- (c) The Second Amendment to Standard Contract for Sale and Purchase between New Earth Properties, LLC ("Seller") and Southern Investment Group, L.L.L.P. ("Buyer") was executed on August 30, 2013;³ and

² The Agreement further provides, "Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against when the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instructions." The Applicant provided no indication this provision of the contract was waived as of the Application Deadline.

³ The Standard Contract for Sale and Purchase, and its amendments shall be referred to herein as the "Underlying Contract".

(d) The Purchase Agreement between Southern Investment Group, L.L.L.P., as seller, and Lingo Cove Partners, LTD, (hereinafter referred to as “Subsequent Purchase Agreement”) was executed on October 28, 2013.

29. The Seller, under the Underlying Contract, New Earth Properties, LLC does not and never has existed as a legally formed entity within the State of Florida.

30. Additionally, New Earth Properties, LLC does not own the subject parcel, thus site control has not been met. The Orange County Property Appraisers Office confirms ownership of the subject parcel in a different legal entity. A copy of the Property Records for the subject parcel are attached hereto as Composite Exhibit “F”.

31. LCP has failed to provide a valid and enforceable contract and therefore has failed to demonstrate site control which is a mandatory item and thus its application should have been ineligible for funding by Florida Housing.

32. In addition, an Eligible Contract as defined by the RFA requires that the “...buyer **MUST** be the Applicant unless **an assignment of the eligible contract which assigns all of the buyers rights, title and interest** in the eligible contract to the Applicant is provided.” (See RFA at 24). (Emphasis supplied).

33. As stated herein, the Underlying Contract was between New Earth Properties, LLC, as seller, and Southern Investment Group, L.L.L.P., as buyer.

34. The Subsequent Purchase Agreement is between Southern Investment Group, L.L.L.P., as seller, and Lingo Cove Partners, Ltd. as purchaser.

35. The Subsequent Purchase Agreement contains the following provision,

20. Underlying Contract. There is an underlying contract between the Seller and the current owner of the premises. Seller shall fully comply with the terms of the underlying contract and, at Purchaser’s sole option, Purchaser shall have

the absolute right to comply with any such term including the making of any payment on Seller's behalf.

36. Notwithstanding Section 20, the Subsequent Purchase Agreement does not contain language which "assigns all of the buyer's rights, title and interest in the eligible contract to the Applicant," it merely gives Purchaser the option to comply with the terms of the Underlying Contract but does not **transfer** to the Purchaser the rights possessed by the underlying Buyer. Thus, it is not an Eligible Contract and LCP is not an eligible applicant for funding.

37. Florida Housing's failure to deem the application of LCP ineligible for funding due to failure to provide an Eligible Contract which demonstrates site control is clearly erroneous, contrary to competition, arbitrary, and/or capricious and in violation of the terms of the RFA.

Eagle Ridge (Application No. 2014-101C)

38. Eagle Ridge Apartments, LLC ("Eagle Ridge") is the applicant proposing to develop Eagle Ridge, a 94 unit development, in Pinellas County, Florida.

39. Eagle Ridge is being proposed for development upon scattered sites.⁴ Lots 1, 2, and 3 of Block C of the Plat (the "Northwest Scattered Site") are not contiguous to the remainder of the premises described within the legal description provided as Exhibit A of the Ground Lease as amended dated April 28, 2009. (Attachment 8 to the Application of Eagle Ridge).

⁴ A development site is a scattered site if, "...when taken as a whole, is comprised of real property that is not contiguous..." for purposes of this definition 'contiguous' means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. (See RFA at 56).

40. According to the RFA, in order for an application to be considered for proximity points, the applicant must provide an acceptable Surveyor Certification Form, reflecting a Development Location Point. (See RFA at 11).⁵

41. The RFA further provides that the coordinates for the Development Location Point,

“...must be 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 the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.*” (Emphasis supplied).

(See RFA at 16).⁶

42. According to Eagle Ridge's Surveyor Certification Form, the Development Location Point is located on the Northwest Scattered Site. The area of the Northwest Scattered Site is approximately .29 acres of the total 9.33 acre parcel legally described within Eagle Ridge's site control documents. Pursuant to Resolution No. 2013-29, density is restricted to a maximum 11.25 units per acre, which would allow a total of 3.25 units. Therefore, the Northwest Scattered Site cannot contain the most units.

43. Florida Housing improperly scored Eagle Ridge since they failed to comply with the specifications of the RFA. Eagle Ridge did not properly identify a Development Location Point and thus should not have received proximity points and was ineligible for scoring purposes.

Springfield Plaza (Application No. 2014-114C)

⁵ The applicant must identify a Development Location Point on the development site by latitude and longitude coordinates. (See RFA at 11).

⁶ See also the 2013 Surveyor Certification Form. (See RFA at 56).

44. Applicant, RST Springfield Plaza, LP proposes to develop Springfield Plaza in Duval County.

45. The RFA requires each applicant to submit a 2013 Surveyor Certification Form, reflecting services information for the Bus or Rail Transit Services and Community Services for which the Applicant is seeking points. (See RFA at 11). Proximity points will be based on the distance between the Development Location Point and the location of the Community Services selected on the Surveyor Certification Form.

46. Applicants may select four (4) of five (5) Community Services; grocery store, public school, senior center, medical facility or pharmacy. (See RFA at 14). One of the five Community Services selected by RST Springfield Plaza, LLP was a Medical Facility.

47. The RFA specifically defines a Medical Facility as:

“...a medically licensed facility that: (i) employs or has under contractual obligation at least one physician licensed under Chapter 458 (Medical Practice) or 459 (Osteopathic Medicine), Florida Statutes, available to treat patients by walk-in or by appointment and (ii) provides general medical treatment to any physically sick or injured person. Facilities that specialize in treating specific classes of medical conditions or specific classes of patients, including emergency rooms affiliated with specialty or Class II hospitals and clinics affiliated with specialty or Class II hospitals will not be accepted. (See RFA at 15).

48. Class II hospitals are those which offer the same range of services offered by general hospitals, however are restricted to a defined age or gender group including children and/or women. Rule 59A-3.252, F.A.C.

49. The Medical Facility listed on the 2013 Surveyor Certification Form for Springfield Plaza is the Jacksonville Health Department, 515 W. 6th Street, Jacksonville,

Florida 32206. Florida Housing awarded Springfield 3.5 Community Service proximity points based upon its proximity to this address.

50. There is no medical facility located at the 515 W. 6th Street address named “Jacksonville Health Department.”

51. The Florida Department of Health does operate the “Central Health Plaza” located at the same address. The facility houses the “Center for Women and Children at Central Health Plaza”, the “Boulevard Comprehensive Care Center”, the “Central Dental Center” and the Duval County Public Health Unit Center for Prevention. The Boulevard Comprehensive Care Center manages the Department’s Infectious Disease Clinic, the Center for Prevention Clinic, the Refugee Health Clinic, Disease Control Administration, the Ryan White Program (AIDS Prevention/Treatment), the Clinical Research Program, Mental Health Services, and Epidemiology program.

52. According to the Florida Agency for Health Care Administration (“AHCA”) the only medically licensed facility at the 515 W. 6th Street address is the Duval County Health Unit Center for Prevention which is licensed as a clinical laboratory.

53. As the applicant named a facility on its application which does not exist, Florida Housing should not have awarded any proximity points for a Medical Facility to the applicant.

54. Even if the applicant had correctly named the Department of Health facilities which provide some form of health care services located at the 515 W. 6th Street address, none of the Department’s programs housed at that address meet the definition of a Medical Facility as required by the RFA. Specifically, there is no facility that “provides general medical treatment to any physically sick or injured person” as required

by the RFA. All the services provided by the Department of Health at this address are highly specialized in nature and limited to very specific classes of medical conditions or specific classes of patients. For example, there is no general medical treatment available to men at the facility. The RFA is clear that facilities providing specialized care or care limited to specific classes of patients “will not be accepted”. Accordingly, Florida Housing improperly awarded Springfield Plaza Community Service proximity points to which it was not entitled and which unfairly inflated Springfield’s application when compared to the Petitioner. Florida Housing’s actions in this regard are clearly erroneous, contrary to competition, arbitrary and/or capricious and in violation of the explicit terms of the RFA.

55. Additionally, the RFA requires the Applicant to execute the Applicant Certification and Acknowledgement of Exhibit A,

The copy of the Application labeled “original hard copy” must reflect an **original signature** (blue ink is preferred).

(See RFA at 36). (Emphasis supplied).

56. Pursuant to a public records request to Florida Housing, HTG 1 has confirmed that the Original Applicant Certification and Acknowledgement Form is not signed by the Applicant.

57. Florida Housing should have deemed this application ineligible since it failed to submit an Executed Applicant Certification and Acknowledgement form with an original signature.

Garden Trail (Application No. 2014-128C)

58. Garden Trail Apartments 2013, LLC (“Garden Trail”) is the applicant proposing Garden Trail in Pinellas County, Florida.

59. The RFA requires each Applicant to identify the Principals, both for the Applicant and the Developer on Attachment 3.⁷

60. In the RFA, Florida Housing provided charts to assist Applicants in providing the required Principal information for each Applicant. (See RFA at 63, 64). In addition, Applicants were encouraged to participate in the advance-review process, in which Applicants could submit this information to Florida Housing, in advance of the Application Deadline, for review and approval. The Application requires for a Limited Liability Company applicant to, "...provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline...". (See RFA at 5).

61. Garden Trail is a Limited Liability Company which did not participate in the advance-review process offered by Florida Housing.

62. In Attachment 3 submitted by Garden Trail, it provided the following information,

Member of Garden Trail Apartments 2013, LLC:

J. David Page (99.99% Interest)

The sole member, the person or entity.

Manager of Garden Trail Apartments 2013, LLC:

Garden Trail Manager, LLC, A Florida Limited Liability Company (0.01% interest).⁸

63. Garden Trail has identified J. David Page as its sole member, however the corresponding ownership interest as stated is only 99.99%. As such, J. David Page is not the sole member.

⁷ "Principal" is defined in Rule 67.48.002(89), F.A.C.

⁸ A copy of Attachment 3 is attached hereto as Exhibit "G".

64. In addition, it is alleged that Garden Trail Manager, LLC has a 0.01% membership interest, yet it is only identified as a manager and not a member.

65. The Applicant Information submitted by Garden Trail is incorrect and deficient on its face. Garden Trail identifies J. David Page as its sole member when Garden Trail Manager, LLC may have a membership interest. Garden Trail's application is ineligible for funding for its inaccuracies on its face and its failure to identify all of its members.⁹

Peyton Ridge (Application No. 2014-100C)

66. Peyton Ridge Community, Ltd ("Peyton Ridge") is the applicant proposing Peyton Ridge in Duval County, Florida.

67. The Application provides as follows for an applicant to use an Equity Proposal as a funding source:

For the purpose of this RFA, to be counted as a source an equity proposal...must: (i) if syndicating/selling the Housing Credits meet the requirements outlined in (b) below...

(b) If syndicating/selling the Housing Credits:

(i) A Housing Credit equity proposal must also meet the following criteria:

- Be executed by all parties, including the Applicant;
- **Include specific reference to the Applicant as the beneficiary of the equity proceeds;**

- State the anticipated Eligible Housing Credit Request Amount;
- **State the anticipated dollar amount of Housing Credit allocated to be purchased;**

(Emphasis Supplied). (See RFA at 35).

⁹ This failure is more egregious based on the failure of the Applicant to avail itself of the advance-review process offered by Florida Housing.

68. As evidence of its non-corporation funding, Peyton Ridge submitted as Attachment 12, correspondence from Raymond James Tax Credit Funds, Inc., dated October 25, 2013. A copy of this correspondence is attached hereto as Exhibit "H".

69. The letter provides in part,

Based upon the Partnership receiving \$1,355,897 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project is \$12,879,730 or \$0.95 per low income housing tax credit allocated to the RJTCF fund, subject to market conditions. ***HTG Broward 3, LLC, Applicant is the beneficiary of the equity proceeds.*** The RJTCF Fund anticipates purchasing \$13,557,615 (99.99%) of the total low income housing tax credits ***allocated to HTG Broward 3, LLC.*** (Emphasis Supplied).¹⁰

70. Florida Housing should not have counted the above referenced equity proposal as a source because it failed to include specific reference to Peyton Ridge as the Applicant as the beneficiary of the equity proceeds as required by the RFA. Additionally, the anticipated dollar amount of Housing Credits allocated to be purchased is solely related to HTG Broward 3, LLC as the applicant thus there is no statement as to the anticipated dollar amount of Housing Credit allocation to be purchased from Peyton Ridge Community, Ltd.

71. Florida Housing's scoring of the Peyton Ridge Application is clearly erroneous, contrary to competition, arbitrary and/or capricious and in violation of the terms of the RFA.

Disputed Issues of Material Fact and Law

72. The disputed issues of material fact and law raised in this proceeding are as follows:

¹⁰ RJTCF is Raymond James Tax Credit Funds, Inc.

- a. Whether Florida Housing's scoring of the application submitted by Flamingo West was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious.
- b. Whether the Purchase Agreement used to establish site control by Flamingo West is an Eligible Contract.
- c. Whether Florida Housing's scoring of the application submitted by Lingo Cove Partners, LTD was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious.
- d. Whether New Earth Properties, LLC is a legally formed entity within the State of Florida.
- e. Whether New Earth Properties, LLC ever held an ownership interest in the Subject Parcel of Application No. 2014-107C.
- f. Whether New Earth Properties, LLC conveyed anything to Southern Investment Group, L.L.L.P. in the Underlying Agreement.
- g. Whether Southern Investment Group, L.L.L. P., conveyed anything to Lingo Cove Partners, Ltd. In the Subsequent Purchase Agreement.
- h. Whether the Subsequent Purchase Agreement is an Eligible Contract under the RFA.
- i. Whether Florida Housing's scoring of the application submitted by Eagle Ridge Apartments, LLC was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious.
- j. Whether Eagle Ridge is being proposed for development upon scattered sites.
- k. Whether the Eagle Ridge proposed site is contingent.

- l. Whether Florida Housing's scoring of the application submitted by Springfield Plaza was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious.
- m. Whether Florida Housing's scoring of the application submitted by Garden Trail was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious.
- n. Whether Garden Trail Manager, LLC is a member of Garden Trail.
- o. Whether J. David Page is the sole member of Garden Trail.
- p. Whether Florida Housing's scoring of Peyton Ridge was contrary to the RFA specifications, clearly erroneous, contrary to competition, arbitrary and capricious.

Petitioners Substantial Interests

73. Petitioner timely filed its application seeking to be among the firms selected for funding. Petitioner's lottery number is 12 and it is the second highest number in the Eligible Applications in Hillsborough County. Petitioner's substantial interests are impacted by the Florida Housing's improper and erroneous scoring of Flamingo West, Fountains at Lingo, Springfield Plaza, Eagle Ridge, Garden Trail and Peyton Ridge applications in that, had Florida Housing properly scored these applications, HTG 1's ranking would be more than sufficient to receive funding for its application. The cumulative and/or partially cumulative impact of Florida Housing's errors directly and substantially impacts the interests of the Petitioner in that it will be unable to avail itself of funding necessary to proceed with the Mango Station development.

Request to Resolve by Mutual Agreement

74. Petitioner requests the opportunity to meet with Florida Housing within seven (7) working days after filing this protest, pursuant to Section 120.57(3)(d), Florida Statutes.

Reservation of Right to Amend

75. Petitioner reserves the right to amend this Amended Petition as discovery proceeds.

Statutes/Rules that Entitle Petitioner to Relief

76. Petitioner is entitled to relief pursuant to sections 120.569 and 120.57, Florida Statutes, Chapters 28-106, 28-110 and 67-60, Florida Administrative Code and the established decisional law of Florida Courts, the Division of Administrative Hearings, Florida Administrative Hearings, and Florida administrative agencies.

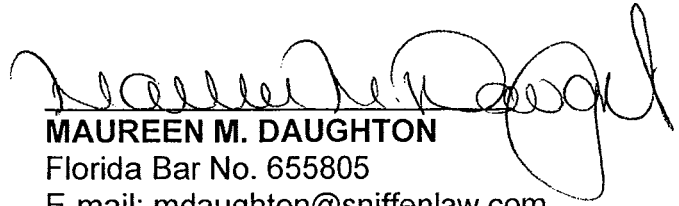
Demand for Relief

Wherefore, Petitioner respectfully requests that Florida Housing:

- a. Refer this matter to DOAH for a hearing with an administrative law Judge involving disputed issues of material facts.
- b. That the administrative law Judge should enter an Order recommending that Florida Housing re-score and re-rank the proposals taking into consideration the issues raised in this protest.
- c. That Mango Station be selected for funding.
- d. For such further relief as the administrative law Judge deem appropriate.

Dated this 8 day of January, 2014.

Respectfully submitted,



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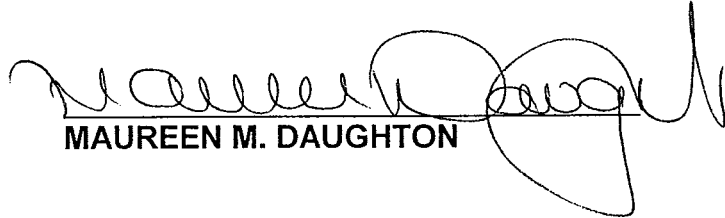
Tallahassee, Florida 32301

Telephone: (850) 205-1996

Facsimile: (850) 205-3004

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished via hand delivery to the Ashley Black, Clerk, at the Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301 on this 8 day of January, 2014.


MAUREEN M. DAUGHTON