

# MEMORANDUM

Agenda Item No. 5(A)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

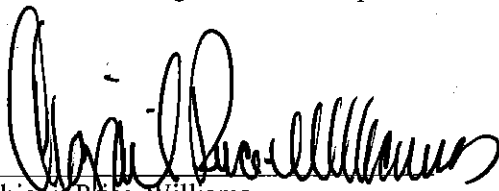
**DATE:** March 7, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution declaring surplus one County-owned property located at 777 N.W. 30 Street, Miami, Florida 33127 and revising the inventory list of real property, after a public hearing, to include such property in accordance with section 125.379(1), Florida Statutes; authorizing conveyance, pursuant to section 125.379(2), Florida Statutes, of the property to First Choice Group of Miami, LLC, a Florida Limited Liability Company, at a price of \$127,946.00, for the purpose of developing rental housing to be rented to low- and moderate income households; directing the County Mayor to deposit the proceeds of the sale of the property with the Miami-Dade Community Action and Human Services Department; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed

**A substitute was presented and forwarded to the BCC with a favorable recommendation at the 2-13-17 Housing and Social Services Committee. This substitute differs from the original in that it adds Attachments C and B, which are the County Deed and Rental Regulatory Agreement, respectfully. It further clarifies that extensions to complete the project by the developer shall be subject to the Board's approval. Finally, it waives the requirement of Resolution No. R-130-06, which provides that an item seeking approval of a contract shall not be placed on a County Commission or committee agenda until the underlying contract is completely negotiated, in final form, and executed by all non-County parties, in order to provide additional time for the County Mayor to finalize the terms of the rental regulatory agreement.**

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.

  
Abigail Price-Williams  
County Attorney

APW/smm

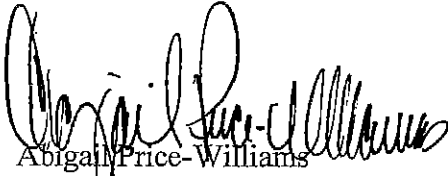


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** March 7, 2017

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 5(A)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(A)  
3-7-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING SURPLUS ONE COUNTY-OWNED PROPERTY LOCATED AT 777 N.W. 30 STREET, MIAMI, FLORIDA 33127 AND REVISING THE INVENTORY LIST OF REAL PROPERTY, AFTER A PUBLIC HEARING, TO INCLUDE SUCH PROPERTY IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, OF THE PROPERTY TO FIRST CHOICE GROUP OF MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AT A PRICE OF \$127,946.00, FOR THE PURPOSE OF DEVELOPING RENTAL HOUSING TO BE RENTED TO LOW- AND MODERATE INCOME HOUSEHOLDS; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO DEPOSIT THE PROCEEDS OF THE SALE OF THE PROPERTY WITH THE MIAMI-DADE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED, TO EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS SET FORTH THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE; AND WAIVING RESOLUTION NO. R-130-06

**WHEREAS**, First Choice Group of Miami, LLC ("First Choice Group"), a Florida Limited Liability Company, is joining forces with Miami Dream Homes Investment Group, Inc., an approved Miami-Dade County affordable housing developer under the >>Miami-Dade<<<sup>1</sup> Infill Housing [~~Developer Pool~~]>>Initiative Program<<; and

<sup>1</sup> The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

**WHEREAS**, First Choice Group has submitted an application to the County, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference, requesting that the County convey a County-owned vacant property located in County Commission District 3 at 777 NW 30 Street, Miami, Florida 33127 (the “Property”), for the purpose of developing such with multifamily affordable rental housing to be rented to low- and moderate income households (the “Project”); and

**WHEREAS**, the market value of the Property as set forth in the Property Appraiser’s website is \$127,946.00, which First Choice Group has agreed to pay to the County; and

**WHEREAS**, pursuant to Administrative Order No. 8-4, Miami-Dade Internal Services Department has announced the availability of the Property to all County departments to determine if they are interested in the Property, and no County department has expressed an interest in the Property; and

**WHEREAS**, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the Property is also attached hereto in Attachment “B”; and

**WHEREAS**, this Board has reviewed the information in Attachment “B” and this Board is satisfied; and

**WHEREAS**, section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real property that is appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

**WHEREAS**, the Property has not been included on the County’s inventory list of affordable housing sites (“Affordable Housing Inventory List”) as required by section 125.379(1), Florida Statutes; and

**WHEREAS**, this Board desires to declare the Property surplus, desires to revise the Affordable Housing Inventory List to include the Property, and also finds that the Property is appropriate for use as affordable housing; and

**WHEREAS**, the Property will be conveyed to the First Choice Group, subject to a reverter and First Group completing the Project within two years of the effective date of the conveyance in accordance with the Project, unless extended at the discretion of ~~[[the County Mayor or County Mayor's designee;]]~~>>this Board and the execution of a 20-year rental regulatory agreement to be recorded against the Property; and

WHEREAS, this Board wishes to waive Resolution No. R-130-06, which provides that an item seeking approval of a contract shall not be placed on a County Commission or committee agenda until the underlying contract is completely negotiated, in final form, and executed by all non-County parties, to provide additional time for the County Mayor or the County Mayor's designee to finalize the terms of the rental regulatory agreement,<<

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

**Section 1.** The foregoing recitals are incorporated in this resolution and are approved.

**Section 2.** This Board declares the Property as surplus, and after a public hearing, revises the Affordable Housing Inventory List to include the Property in accordance with section 125.379(1), Florida Statutes.

**Section 3.** Pursuant to section 125.379(2), Florida Statutes, this Board hereby approves the conveyance of the Property to First Choice Group for a price of \$127,946.00, for development of affordable rental housing to be rented to low- and moderate income households. Upon receipt of the proceeds of the sale of the Property, the County Mayor or County Mayor's

designee shall deposit said proceeds with the Miami-Dade Community Action and Human Services Department—the Department in whose inventory the Property is currently inventoried.

**Section 4.** Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to take all actions necessary to effectuate the conveyance of the Property, including the execution of the County Deed, following approval by the County Attorney's Office, ~~[[which shall at a minimum contain all restrictions set forth in this resolution and a reverter provision which may be exercised in the event that such restrictions are not complied with]]~~ >>in substantially the form attached hereto as Attachment "C" and incorporated herein by reference<<.

**Section 5.** This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the County Deed, including but not limited to exercising the County's option to enforce its reversionary interest after conducting all due diligence, including but not limited to title searches and environmental reviews. In the event, the County Mayor or County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Record of Miami-Dade County and provide a copy of such instrument to the Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from First Choice Group, after conducting all due diligence, including but not limited to title searches and environmental reviews, a deed which conveys the Property back to the County in the event First Choice Group is unable or fails to comply with the deed restrictions set

forth in the County Deed. Upon the receipt of a deed from First Choice Group, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the two years to complete the Project shall be subject to this Board's approval.

**Section 6.** This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County, a rental regulatory agreement, ~~[[providing for a 20 year affordability period]]~~, following approval by the County Attorney's Office >>, in substantially the form attached hereto as Attachment "D" and incorporated herein by reference<<. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the Property with the First Choice Group; however such rents shall not exceed 80 percent of area median income as determined for Miami-Dade County by the United States Department of Housing and Urban Development. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee to record the rental regulatory agreement in the Public Records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

**Section 7.** This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on properties identifying the County's name and the name of the district commissioner.

**Section 8.** This Board directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of the conveyance.

**Section 9.** This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record County Deed, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

>>**Section 10.** This Board waives Resolution No. R-130-06 to provide additional time to the County Mayor or the County Mayor's designee to finalize the terms of the Rental Regulatory Agreement.<<

The Prime Sponsor of the foregoing resolution is Vice Chairwoman Audrey M. Edmonson. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- |                                     |                      |
|-------------------------------------|----------------------|
| Esteban L. Bovo, Jr., Chairman      |                      |
| Audrey M. Edmonson, Vice Chairwoman |                      |
| Bruno A. Barreiro                   | Daniella Levine Cava |
| Jose "Pepe" Diaz                    | Sally A. Heyman      |
| Barbara J. Jordan                   | Joe A. Martinez      |
| Jean Monestime                      | Dennis C. Moss       |
| Rebeca Sosa                         | Sen. Javier D. Souto |
| Xavier L. Suarez                    |                      |



The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of March, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith

**First Choice Group of  
Miami LLC**

December 8, 2016

Honorable Commissioner Audrey Edmonson  
Miami Dade County  
111 NW 1 Street Suite 220  
Miami, Florida

RE: Property located 777 NW 30st Miami, FL 33127

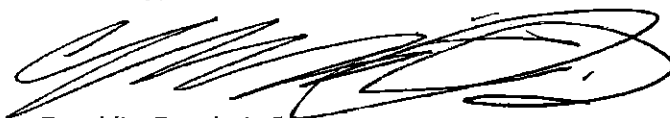
Dear Commissioner Edmonson:

As a follow up to our letter dated August 20, 2016 and on behalf of our company First Choice Group of Miami LLC, we are requesting your help in purchasing an abandoned property that is owned by Miami-Dade County Located at 777 N.W. 30<sup>th</sup> Street for the assessed value of \$127,946.00, as per Miami Dade County property appraiser's office. This building has been abandoned for the past five (5) years and it has become the spot for crime and deteriorates the surrounding areas.

After knowing the desperate need of our community in finding decent affordable housing, we are requesting your help in obtaining this property for a project which will entail a substantial rehabilitation and ultimately renting it to 100% moderate income families and Section 8 tenants. We have join forces with Miami Dream Homes Investment Group which is an approved Miami Dade County affordable housing developer (copy attach) for the rehabilitation and managing of this property as an affordable housing project that everyone will be proud of.

If you have any questions or would like to meet to discuss this project please do not hesitate to contact our consultant Barbara Gomez at 305-698-6431.

Sincerely,



Franklin Barakat, Jr.  
Managing Member



CLERK OF THE BOARD

2013 JUL 26 PM 1:32

INTERNAL SERVICES DEPARTMENT  
111 NW 1st Street • Suite 1300  
Miami, Florida 33128 - 1974  
T (305)375-5289 F (305)375-4407 (305)372-6128

miamidade.gov

July 26, 2013

All Responding Proposers (See Distribution List)

SUBJECT: RFQ839, Infill Housing Developer Pool

Dear Proposers:

Evaluation of proposals tendered in response to the above cited solicitation has been completed. The County Mayor or designee has recommended award as shown in the attached document. This notice is provided in accordance with Section 4.8 of the solicitation and Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.

We appreciate the participation of all proposers which responded to the subject action. If you have any questions, please contact me at 305-375-1291 or lydlaos@miamidade.gov.

Sincerely,

*Lydia Osborne*

Lydia Osborne  
Procurement Contracting Officer 2

Distribution List: Atlantic Builders Group, Inc.  
Cazo Construction Corporation  
G.E.C. Associates, Inc.  
GEMA Construction, Inc. (CSBE, MICRO/SBE, LDB)  
H.A. Contracting Corp.  
Habitat for Humanity of Greater Miami, Inc.  
Housing Programs, Inc.  
Lancaster Homes and Construction Services, Inc.  
LEGO Construction Co. (CSBE, DBE, LDB, MICRO/SBE)  
Miami-Dade Affordable Housing Foundation, Inc.  
Miami Dream Homes Investment Group, Inc.  
Neighborhood Housing, LLC  
Palmetto Homes of Miami, Inc.  
Paragon Construction Unlimited, Inc. (CSBE, DBE)  
Perpetual Advancement Enterprises, Inc. (CSBE, MICRO/SBE)  
Pinnacle Housing Group, LLC  
Royal Crown Developers, LLC  
St. John Single Family Development, LLC  
Turnstone Development Corporation

Attachment: County Mayor Award Recommendation

cc: Clerk of the Board  
Russell Benford, Assistant County Attorney

MIAMI-DADE  
Delivering Excellence Every Day

//

# Memorandum



**Date:**

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Glmenez  
Mayor

**Subject:** Recommendation for Approval to Establish an Infill Housing Developer Pool

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the establishment of a pre-qualification pool under *Contract No. RFQ839, Infill Housing Developer Pool* for the development or substantial rehabilitation of affordable single-family homes on County-owned properties.

The Infill Housing Program (Program) was established to convey or sell County-owned infill properties to developers for the following reasons:

1. increase the availability of affordable homes for low and moderate income persons;
2. maintain a stock of affordable housing;
3. redevelop urban neighborhoods by eliminating the blight of vacant, dilapidated or abandoned properties;
4. equitably distribute homeownership opportunities within the Infill Target Areas; and
5. generate payment of ad valorem taxes.

Developers shall be required to build affordable homes solely for very low-, low-, and moderate-income persons. Although the Infill Housing Initiative is primarily designed to create home ownership of affordable single-family homes, the County under limited circumstances may in its sole discretion, permit developers to rent these homes to qualified very low-, low-, or moderate-income families. Developers in the pool will be able to provide the services pursuant to *Implementing Order (IO) 3-44, Infill Housing Initiative*, which establishes the process for implementation and management of the Program by the County's Public Housing and Community Development.

## Scope

The impact of this item is countywide in nature, specifically in designated areas such as Urban Infill Areas, Targeted Urban Areas, and Enterprise Zones, etc.

## Fiscal Impact and Funding Source

The initial term of the pool contract will be five years, with one, five-year option-to-renew. The County may reopen the RFQ process on an annual basis to allow additional developers to submit proposals for inclusion in the pool. There is no fiscal impact for establishing the developer pool, which is the action approved in this item.

## Track Record/Monitor

The contract manager for Public Housing and Community Development is Alan Eson. Lydia Osborne of the Internal Services Department is the Procurement Contracting Officer.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications and extensions, and to issue work orders, in accordance with the terms and conditions of the pool contract.

**Vendor(s) Recommended for Inclusion in the Pool**

On November 16, 2012, a Request for Qualifications (RFQ) was issued to solicit proposals from developers for inclusion in the pool, of which 19 proposals were received and evaluated. The Affordable Housing Selection Committee recommended the 16 top-ranked responsive and responsible firms for award and inclusion in the pool, based on the evaluation criteria set forth in the solicitation. One firm, Pinnacle Housing Group, LLC, declined the offer, as the firm is unable to commit to the Program at this time. The remaining 15 recommended pool members were required to sign agreements with the County to participate in the pool. When infill properties become available, a competitive process among the pool members will be conducted and a competitive work order to develop or rehabilitate the property will be issued. It is important to note that a developer's status as a pre-qualified pool member is not a guarantee of work.

<b>Proposers</b>	<b>Address</b>	<b>Principal</b>
Cazo Construction Corporation	3461 SW 8 <sup>th</sup> Street Miami, FL	Armando Cazo
G.E.C. Associates, Inc.	9487 NW 12 <sup>th</sup> Street Doral, FL	Luis Enriquez
H.A. Contracting Corp.	9500 NW 12 <sup>th</sup> Street, Bay 1 Miami, FL	Henry Angelo III
Habitat for Humanity of Greater Miami, Inc.	3800 NW 22 <sup>nd</sup> Avenue Miami, FL	Mario Artecona
Housing Programs, Inc.	683 N. Biscayne River Drive Miami, FL	Isaac Simhon
Lancaster Homes and Construction Services, Inc.	20600 NE 22 Place North Miami Beach, FL	Meir Benzaken
LEGO Construction Co. (CSBE, DBE, LDB, MICRO/SBE)	280 SW 20 <sup>th</sup> Road, Suite 506 Miami, FL	Luis Garcia
Miami Dream Homes Investment Group, Inc.	8004 NW 154 <sup>th</sup> Street, #309 Miami Lakes, FL	Francisco Abella
Miami-Dade Affordable Housing Foundation, Inc.	1444 Biscayne Blvd., Suite 312 Miami, FL	Emilio Fernandez
Neighborhood Housing, LLC	490 Opa Locka Blvd. 20 Opa Locka, FL	Stephanie Williams-Baldwin
Palmetto Homes of Miami, Inc.	4952 NW 7 <sup>th</sup> Avenue Miami, FL	Ariovistus Lundy
Paragon Construction Unlimited, Inc. (CSBE, DBE)	1497 NW 153 <sup>rd</sup> Avenue Pembroke Pines, FL	Jeff Strump
Royal Crown Developers, LLC	9880 Marina Boulevard, #1513 Boca Raton, FL	John Tavone
St. John Single Family Development, LLC	1324 NW 3 <sup>rd</sup> Avenue Miami, FL	Ola Oluko
Turnstone Development Corporation	10 S Lasalle Street, Suite 3510 Chicago, IL	Alicia McCray

**Vendor(s) Not Recommended for Pool**

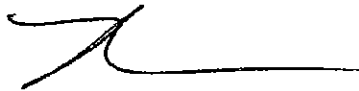
<b>Proposers</b>	<b>Reasons For Not Recommending</b>
Perpetual Advancement Enterprises, Inc. (CSBE, MICRO/SBE)	Evaluation Scores/Ranking: The Committee recommended the 16 highest ranked firms. After the 16 <sup>th</sup> ranked firm (Miami Dream Homes Investment Group, Inc.) there is a significant gap in the scoring of 120 points to the next ranked firm (Perpetual Advancement Enterprises, Inc.).
Atlantic Builders Group, Inc.	
GEMA Construction, Inc. (CSBE, MICRO/SBE, LDB)	
Pinnacle Housing Group, LLC	Selected Developers must sign an agreement with the County in order to be accepted into the pool. Pinnacle withdrew from consideration for inclusion in the pool, as the firm reports they do not have the capacity to execute the solicitation.

**Due Diligence**

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine each contractors' responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility on 14 of the 15 vendors. One vendor, Palmetto Homes of Miami, Inc., is in arrears of outstanding loans in the amount of \$238,800. However, the firm and Public Housing and Community Development (the holder of the loan) reached an agreement on June 13, 2013, for the loan repayment (see attached Promissory Note). This information is being provided pursuant to Resolution R-187-12.

**Applicable Ordinances and Contract Measures**

Contract measures and the User Access Program fee do not apply as the contract is cost neutral.



Russell Benford  
Deputy Mayor

Prepared By: Kishore K. Rao  
701 N.W. 1<sup>st</sup> Court, 14<sup>th</sup> Floor  
Miami, FL 33136

**PROMISSORY NOTE**

\$238,800.00

Miami, Florida

**FOR VALUE RECEIVED** the undersigned, **PALMETTO HOMES OF MIAMI, INC.** ("Maker"), promises to pay to the order of **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, acting through its **DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**, ("Holder"), at 701 N.W. 1<sup>st</sup> Court, 14<sup>th</sup> Floor, Miami, Florida 33136, Attention: Loan Servicing, or such other place as Holder may from time to time designate in writing, the principal sum of **Two Hundred Thirty-Eight Thousand Eight Hundred and NO/100 DOLLARS (\$238,800.00)** (the "Principal"), plus interest on the outstanding principal balance at the rate of Zero percent (0%) per annum ("Interest or Interest Rate"), to be paid in lawful money of the United States of America in accordance with the terms of this Promissory Note ("Note") and Loan Agreement ("Agreement") dated June 13, 2013. This Note together with the Agreement will collectively be referred to as the "Loan Documents".

The proceeds of the loan accompanying this Note are to be used to pay-off the remaining principal balance on the Borrower's existing loan (EZ0057). The Documentary Stamps Tax for the existing loan was paid to the State of Florida Department of Revenue.

Interest shall accrue on the outstanding Principal at the rate of Zero percent (0%) per annum. Maker will repay principal Eighty-Three (83) equal installments of \$400.00 beginning July 1, 2013 and a final balloon payment of any remaining principal, accrued interest or fees, due on June 1, 2020 ("Maturity Date").

Established in accordance with AO-3-29 in paragraph 3, that with regards to any and all future work or services performed by Palmetto Homes of Miami, Inc. for Miami-Dade County, including any of its Departments or Agencies, that Miami-Dade County shall disburse ten (10) percent of the future work proceeds ("10 percent future proceeds payments") defined as the gross amounts of any and all future payments due from Miami-Dade County to Palmetto Homes of Miami, Inc. with payments to be remitted electronically to the Department of Public Housing and Community Development. Under the provision of this Note, Palmetto Homes of Miami, Inc. agrees to tender a minimum payment amount of \$400.00 per month for each and every month after the Note is executed. This Note provides that Palmetto Homes of Miami, Inc. agrees that in the event that it performs less than the \$4,000.00 in work in a particular month, Palmetto Homes of Miami, Inc. agrees to pay the difference to pay the minimum monthly payment amount of \$400.00 to Miami-Dade County under this Note.

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Maker shall have no obligation to pay interest or payments in the nature of interest in excess of the maximum rate of interest allowed to be contracted for by law, as changed from time to time, applicable to this Note (the "Maximum Rate").

The "Default Interest Rate" and, in the event no specific maximum rate is applicable, the Maximum Rate shall be eighteen percent (18%) per annum.

Holder shall have the right to declare the total unpaid balance of this Note to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due, taking into account applicable grace periods, any payment of Principal or Interest; or upon the occurrence of an event of default, which is not cured prior to the expiration of any applicable cure periods, pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment under this Note or the Loan Documents not paid when due (at maturity, upon acceleration or otherwise) taking into account applicable grace periods shall bear interest at the Default Interest Rate from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay Holder a late charge of five percent (5%) of any required payment which is not received by Holder within fifteen (15) days of the due date of said payment. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence. In the event that this Note is collected by law or through attorneys at law, or under their advice, Maker agrees, to pay all reasonable costs of collection, including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

This Note may be paid in whole or in part at any time by Maker without penalty. Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. No action or omission of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment of this Note" shall include any endorser, guarantor, surety or other person now or subsequently primarily or secondarily liable for the payment of this Note, whether by signing this Note or any other instrument.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment of this Note respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or



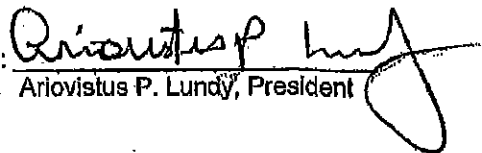
demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment of this Note, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment of this Note or to attempt to realize on any collateral for this Note.

**BY EXECUTING THIS NOTE, MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HERewith OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S EXTENDING CREDIT TO A BORROWER AND NO WAIVER OR LIMITATION OF LENDER'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON LENDER'S BEHALF.**

Maker acknowledges that the above paragraph has been expressly bargained for by Miami-Dade County as part of the transaction with Borrower and that, but for Maker's agreement, Miami-Dade County Department of Housing and Community Development would not have agreed to lend the Borrower the Principal on the terms and at the Interest Rate.

WHEREFORE, Maker has executed this Note on the 13<sup>th</sup> day of June 2013.

Palmetto Homes of Miami, Inc.

By:   
Ariovistus P. Lundy, President

STATE OF FLORIDA) ) ss:  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2013 by Ariovistus P. Lundy, as President of PALMETTO HOMES OF MIAMI, INC., a Florida corporation.

Personally Known   
Produced Identification  Type of Identification:  
 Did  Did Not Take an Oath

  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

NOTARY STAMP: RONALD JONES, MY COMMISSION # DD98826, EXPIRES May 04, 2014, F. Notary Discount Assoc. Co.

ATTACHMENT "B"

Folio	Address	District	Lot Size	Building Size	Zoning	Annual Estimated Cost to Maintain	Property Appraiser Market Value	Legal Description	Surplus	Deed	Comments	Circulation
01-3126-006-0120	777 NW 30 ST	3	17,212 SQ FT	7,031	T4 R	\$ 153	\$ 140,444	DE LEON PARK PB 3-165 PARCEL 1 AKA LOTS 9 & 10 BLK 1	No	Special Warranty Deed 09/26/1973	Property to be redeveloped as affordable rental units	CIRCULATED BY ISD 2/27/2015

18

## ATTACHMENT "C"

Instrument prepared by and returned to:  
Terrence A. Smith  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

### COUNTY DEED

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2016 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **FIRST CHOICE GROUP OF MIAMI, LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 2789 SW 30<sup>th</sup> Court, Miami, Florida 33133.

*WITNESSETH* that the County, for and in consideration of the sum of One Hundred Twenty-Seven Thousand Nine Hundred Forty-Six Dollars and No/100 (\$127,946.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

*As legally described in Exhibit "A" attached hereto and made a part hereof*

**THIS CONVEYANCE IS SUBJECT TO** all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Property shall be developed with affordable housing, as defined by section 420.9071(2), Florida Statutes. The Developer shall rent such affordable multifamily housing (the "Project") to qualified renters whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. The Developer shall execute a rental regulatory agreement, in a form approved by the County in its sole discretion, and such rental regulatory agreement shall be recorded in the public records of Miami-Dade County.
2. That the Property shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-

Dade Board of County Commissioners finding it necessary to extend the time frame in which the Developer must complete the Project. In order for such waiver by the County to be effective, the waiver must:

- a. Be granted and recorded in the Public Record of Miami-Dade County, prior to the County's exercise of the reverter; and
- b. Be evidenced by a document prepared and executed by the County Mayor or the County Mayor's designee granting such waiver, and accepted by the Developer in writing. Such document shall specify the new time frame in which the Developer must complete the Project.

The document prepared and executed as set forth herein shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

3. That the units in the Project shall be rented to very low, low and moderate income households, as defined in section 420.9071(19), (2) and (28), Florida Statutes and in accordance with that certain rental regulatory agreement executed in accordance with Paragraph 1 of this deed. In the event the Developer fails to rent said units to a qualified household or rents the units above the rents set forth in the rental regulatory agreement, and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Property reverts to the County, at the option of the County, as set forth in paragraph 8, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Property located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Property with:
  - a) Any mortgage(s) in favor of any institutional lender for the

purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and

- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
  - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors, heirs and assigns” of the burdened land owner.
7. The recordation, together with any mortgage purporting to meet the requirements of clauses 6(a) or 6(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an “institutional lender” shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term “Institutional lender” shall be deemed to include Miami-Dade County and its respective successors and assigns.
8. If in the sole discretion of the County, one or more of the Property ceases to be used solely for the purpose set forth herein by the Developer, or if the Developer fails to construct the Project described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Property back to the County or otherwise consent to the reversion of the Property to Miami-Dade County and the recordation of an instrument by the County in the Public Records of Miami-Dade County whereby the Developer releases all right, title and interest in the Property. The County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no

cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

9. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Esteban L. Bovo, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing was authorized by Resolution No. R-\_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**IN WITNESS WHEREOF**, the representative of FIRST CHOICE GROUP OF MIAMI, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and it is hereby approved and accepted.

\_\_\_\_\_  
Witness/Attest

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness/Attest

STATE OF FLORIDA  
  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of FIRST CHOICE GROUP OF MIAMI, LLC, a Florida limited liability company, and s/he ( ) has produced \_\_\_\_\_ as identification or ( ) is personally known to me.

(SEAL)  
  
\_\_\_\_\_  
\_\_\_\_\_  
Notary of- State of \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

01-3126-005-0120	DE LEON PARK PB 3-165 PARCEL 1 AKA LOTS 9 & 10 BLK 1
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**ATTACHMENT "D"**

This Instrument Was Prepared By:  
Terrence A. Smith  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Record and Return to:

\_\_\_\_\_

**MIAMI-DADE COUNTY**  
**RENTAL REGULATORY AGREEMENT**

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_ adopted by the Miami-Dade County Board of County Commissioners, on \_\_\_\_\_, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address is 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128, is authorized to convey certain properties to **FIRST CHOICE GROUP OF MIAMI, LLC**, A Florida limited liability company, its heirs, successors and assigns (hereinafter referred to as the "Owner"), whose address 2789 SW 30<sup>th</sup> Court, Miami, Florida 33133 for the purposes outlined in that certain County Deed, dated \_\_\_\_\_, 2017 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida, executed simultaneously with this Rental Regulatory Agreement (the "Agreement"); and

**WHEREAS**, in connection with receipt of the County Deed, the Owner agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement,

**NOW, THEREFORE**, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2017, the Owner and the County hereby agree as follows:

**PROPERTY ADDRESS:**

**LEGAL DESCRIPTION  
OF PROPERTY:**

The real property legally described and attached hereto in Exhibit A and located in Miami-Dade County (hereinafter referred to as the "Property")

**DWELLING UNITS:** \_\_\_\_\_ units

**WITNESSETH:**

- I. Owner agrees with respect to the Property for the period beginning on the date of recordation of the Loan Documents, and ending on the last day of the twentieth (20th) year after the year in which the Project is completed, that:
  - a) Regardless of any maximum rent allowed, all the units must have rents which are equal to or less than \_\_\_\_\_% of annual incomes for households at \_\_\_\_\_% of median income adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates for this property are indicated in Exhibit B attached hereto.
  - b) This Agreement shall be a recorded restrictive covenant on the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the "Project"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner or lessee or any portion thereof, and on the heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee and on any other person or entity having any right, title or interest in the Property, the Project, or any portion thereof, for the length of time that this Agreement shall be in force. Owner hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above, without regard to payment or satisfaction of any debt owed by Owner to the County or the expiration of any Contract between the Owner and the County.
  - c) The above rentals will include the following services to each unit: **[INSERT TERMS]**
  - d) Owner agrees that upon any violation of the provisions of this agreement, the County, through its agent, the County may give written notice thereof to the Owner, by registered mail, at the address stated in this agreement, or such other address or addresses as may subsequently be designated by the Owner in writing to the County, and in the event Owner does not cure such default (or take measures reasonably satisfactory to the County to cure such default), within thirty (30) days after the date of notice, or within such further time as the County may determine is necessary for correction, the County may, without further notice, declare a default under the Mortgage and/or this Agreement, and effective upon the date of such default, the County may:

- i) Declare the whole indebtedness under the Note evidencing the Loan immediately due and payable and then proceed with foreclosure of the Mortgage;
- ii) Apply to any court, County, State or Federal, for any specific performance of this agreement; for an injunction against the violation of this agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by the Owner's investor limited partner/managing member, \_\_\_\_\_, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. Copies of all notices which are sent to Owner under the terms of this Agreement shall also be sent to \_\_\_\_\_.

- e) Owner further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- f) Owner agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").
- g) Owner agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one year, (b) be renewed at the end of each term except for good cause or mutual agreement of Owner and residential tenant.

II. The County and Owner agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if the County (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that the County (and HUD if applicable) determine is necessary to maintain continued financial viability of the project.

Owner will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, the County will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs 4, 5, 6 and 7,

hereof for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, the Owner shall furnish the County with notification provided to tenants advising them of the increase.

#### IV. Occupancy Reports.

The Owner shall, on an annual basis, furnish the County with an occupancy report, which provides the following information:

- A) A list of all occupied apartments, indicating composition of each resident family, as of the end date of the reporting period.
- B) A list of all vacant apartments, as of the end date of the reporting period.
- C) The total number of vacancies that occurred during the reporting period.
- D) The total number of units that were re-rented during the reporting period, stating family size and income.
- E) The Owner shall upon written request of the County allow representatives of the County to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

#### V. Inspections

Pursuant to 42 U.S.C. § 12755, the Owner shall maintain the Property in compliance with all applicable federal housing quality standards, receipt of which is acknowledged by the Owner, and contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "Housing Standards").

- A) the County shall annually inspect the Property, including all dwelling units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable Dade County Minimum Housing Codes. The Owner will be furnished a copy of the results of the inspection within thirty (30) days, and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Dade County Minimum Housing Codes or Housing Standards.
- B) At other times, at the request of the Owner or of any tenant, the County may inspect any unit for violations to the property standards of any applicable Dade County Minimum Housing Codes or Housing Standards. The tenant and the Owner will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.
- C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the Owner will submit the following documents to the County:

- A) Proposed form of resident application.
- B) Proposed form of occupancy agreement.
- C) Applicant screening and tenant selection policies.
- D) Maintenance and management plan which shall include the following information:
  - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
  - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
  - 3. A list of equipment to be provided in each dwelling unit.
  - 4. A proposed schedule for replacement of dwelling equipment.
  - 5. A list of tenant services, if any, to be provided to residents.

The Owner agrees that the County has the right to refer eligible applicants for housing. The Owner shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the Owner is able to demonstrate a good cause basis for denying the housing as determined by the County in its sole and absolute discretion

VII. Financial Reports

- A) Annually, the Owner shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "Operating Statement"). the County will review the Operating statement to insure conformance with all provisions contained in this Agreement.
- B) The Owner will create a reserve for maintenance to be funded [INSERT TERMS] per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Owner and will be deemed satisfied by any deposits made by Owner in accordance with loan documents [INSERT TERM] per unit per year.

VIII. Action By or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

Miami-Dade Public Housing and Community Development  
701 N. W. 1 Court  
14<sup>th</sup> Floor  
Miami, Florida 33136  
Attn: Division Director, Housing Development and Loan Administration Division

Copy to:

Miami-Dade County Attorney's Office  
111 N.W. 1 Street  
Suite 2810  
Miami, Florida 33128

or any of their successor agencies or departments.

IX. Recourse:

In the event of a default by the Owner under this Agreement, Lender shall have all remedies available to it at law and equity.

X. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make advances in the absence of strict compliance with any or all conditions of County and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Owner of the Property or the absence therefrom of defects.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed on the date first above written.

FIRST CHOICE GROUP OF MIAMI, LLC,  
A Florida Limited Liability Company,

By: \_\_\_\_\_  
NAME AND TITLE

STATE OF FLORIDA        )  
  )  
COUNTY OF MIAMI-DADE )

The foregoing Rental Regulatory Agreement was sworn to, subscribed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by on behalf of the \_\_\_\_\_ He/She is personally known to me \_\_\_\_\_ or has produced identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:



**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
COUNTY MAYOR OR DEPUTY MAYOR

**ATTEST:**

**HARVEY RUVIN, CLERK**

By: \_\_\_\_\_  
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

01-3126-005-0120	DE LEON PARK PB 3-165 PARCEL 1 AKA LOTS 9 & 10 BLK 1
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**EXHIBIT B**

**Rents:**

Number of Units	Type	Gross Rent	Utility	Net Rent

At the discretion of the County, up to twenty percent (20%) of the rental units, per project, may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based. The Owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the Owner and submitted to the County.

NOTE:

LOAN DOCUMENT INFORMATION TO BE PROVIDED FOLLOWING RECORDING OF MORTGAGE

Mortgage Document No: \_\_\_\_\_

Date Recorded: \_\_\_\_\_

Book Number: \_\_\_\_\_

Page Number: \_\_\_\_\_

County: MIAMI-DADE

State: FLORIDA