

MEMORANDUM

Agenda Item No. 8(K)(2)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners


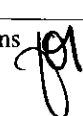
DATE: July 10, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Public Housing and Community Development Department Director's recommendations to increase the maximum sales price from \$205,000.00 to an amount not to exceed \$235,000.00 for single family homes developed and sold or financed through the Second Mortgage Program on County-owned properties by developers through the Miami-Dade County Infill Housing Initiative Program and sold by such developers to qualified homebuyers, to increase the maximum sales price from \$215,000.00 to an amount not to exceed \$245,000.00 for single family homes developed and sold or financed through the Second Mortgage Program on privately-owned properties by developers through the Miami-Dade County Infill Housing Initiative Program and sold to qualified homebuyers, and to increase the maximum sales price from \$205,000.00 to an amount not to exceed \$310,000.00, based on a sliding scale, for homes purchased by qualified homebuyers through the Miami-Dade County Affordable Housing Development and Second Mortgage Programs; amending Implementing Order No. 3-44 related to the Miami-Dade County Infill Housing Initiative Program and the Affordable Housing Program Guidelines to revise the maximum sales prices contained therein; amending the Infill Housing Initiative Program Guidelines to allow Miami-Dade Public Housing and Community Development Department to require Infill Housing Program Developers to provide certified costs of their total development costs at completion of construction; and amending the Miami-Dade County Infill Housing Initiative Program Guidelines to allow Miami-Dade Public Housing and Community Development Department to negotiate prior to conveyance or private lot approval, a lower maximum sales price for homes smaller than the typical homes developed and sold through the Miami-Dade County Infill Housing Initiative Program

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Housing, Social Services and Economic Development Committee.

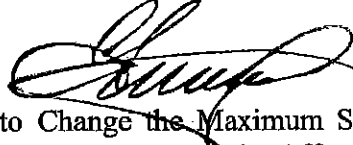

Abigail Price-Williams
County Attorney 

APW/uw

Date: July 10, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor



Subject: Recommendations to Change the Maximum Sales Price for the Miami-Dade County Infill Housing Initiative Program and the Affordable Housing Development and Second Mortgage Programs

This item was amended at the March 11, 2019 Housing, Social Services & Economic Development committee as it relates to maximum sales prices of the Infill Housing Initiative Program (Infill Housing Program) and the Affordable Housing Development and Second Mortgage Loan Programs. The amounts have been amended as follows: The maximum sales price for homes built through the Infill Housing Program on County-owned lots and privately-owned lots will be \$235,000.00 and \$245,000.00, respectively. The maximum sale prices for the Affordable Housing Development and Second Mortgage Loan Programs have been amended from \$350,000.00 to \$310,000.00 on a sliding scale shown in the amended Table 1, which was also amended to reflect the income ranges for a family of four earning between 50 percent to 140 percent of area median income. The title has been revised to correspond to the amendments approved by the committee.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Miami-Dade Public Housing and Community Development Department's (PHCD) Director's recommendations to:

1. Increase the maximum sales price from \$205,000.00 to an amount not to exceed \$235,000.00 for single family homes developed and sold, or financed through the Second Mortgage Program on County-owned properties under the Miami-Dade County Infill Housing Initiative Program (Infill Housing Program), and sold by Infill developers to qualified homebuyers;
2. Increase the maximum sales price from \$215,000.00 to an amount not to exceed \$245,000.00 for single family homes developed and sold, or financed through the Second Mortgage Program on privately-owned properties under the Infill Housing Program, and sold by Infill Housing Program developers to qualified homebuyers; and
3. Increase the maximum sales price from \$205,000.00 to an amount not to exceed \$310,000.00, based on a sliding scale, for homes purchased by qualified homebuyers through the County's Affordable Housing Development and Second Mortgage Programs (Affordable Housing Programs);

It is further recommend that the Board amend the Implementing Order No. 3-44 related to the Infill Housing Program and the Affordable Housing Programs Guidelines (Exhibits A and B of the Resolution) to revise the maximum sales prices contained therein. Finally, it is recommended that the Board amend the Infill Housing Initiative Program Guidelines (Infill Housing Guidelines) to permit PHCD to negotiate prior to conveyance or private lot approval, a lower maximum sales price for homes smaller than the typical homes developed and sold through the Infill Housing Program; and to permit

PHCD to require Infill Housing Program developers to provide certified costs of their total development costs, at completion of construction which may be used by PHCD, among other factors, to evaluate annual adjustments to the maximum sales price.

Scope

This item will have countywide impact.

Fiscal Impact/Funding Source

Increasing the maximum sales prices for the Infill Housing Program and Affordable Housing Program will have no fiscal impact to the County's general fund.

Track Record/Monitor

PHCD Director Michael Liu will monitor all activities authorized by the accompanying resolution.

Background

Infill Housing Program

The Board created the Infill Housing Program upon the adoption of Ordinance No. 01-47, as amended and codified in Chapter 17, Article VII of the Code of Miami-Dade County (Code). In addition to the Code, the Infill Housing Program is also governed by Implementing Order No. 3-44, as amended, which incorporates the Infill Housing Guidelines. The purpose of the Infill Housing Program is to increase the availability of affordable homes for very low, low and moderate income persons, maintaining a stock of affordable housing, redeveloping urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties, equitably distributing homeownership opportunities within the Infill Target Areas, and generating payment of ad valorem taxes. On February 7, 2017, the Board adopted Resolution No. R-145-17, which amended Implementing Order No. 3-44. Presently, Implementing Order No. 3-44 establishes the maximum sales price for the Infill Housing Program at \$205,000.00 for County-owned properties and \$215,000.00 for privately-owned properties without regard to the maximum sales price set pursuant to Resolution No. R-1324-08 for the Second Mortgage Program. Accordingly, the before-mentioned Infill Housing Program sales prices also apply to the Second Mortgage Program. The implementing order further authorizes PHCD's Director to annually review the affordability of the sales price and to recommend to the Board for its approval whether to increase or decrease the sales price.

The housing market has changed significantly, and the cost of construction has increased. Accordingly, PHCD has 1) reviewed the current Infill Housing Program guidelines; 2) met with the Affordable Housing Advisory Board (AHAB) to obtain their input and recommendations; 3) met with Infill Housing Program developers to obtain their input and recommendations; 4) researched the maximum sales price for the City of Miami's affordable housing and first-time homebuyer programs; 5) reviewed real estate publications and websites; and 6) reviewed sales information from Miami-Dade County's Property Appraiser.

Initially, PHCD held a roundtable meeting on June 12, 2018, with Infill Housing Program developers who voiced their concerns regarding the maximum sales price and recommended that the maximum sales price also be increased to \$250,000.00 due to increased construction and development costs, (i.e. water and sewer connections, additional costs to maintain the property due to illegal dumping, costs

associated with zoning, replatting, hearings, costs associated with municipal regulations not required by the South Florida Building Code, etc.).

Thereafter, PHCD met with the AHAB on July 11, 2018, during which AHAB recommended an increase in the maximum sales price for homes developed and sold through the Infill Housing Program from \$205,000.00 to \$250,000.00. At the August 8, 2018 meeting of the AHAB, the AHAB approved the maximum sales price recommendation. Additionally, PHCD reviewed the City of Miami's Affordable Housing Programs for comparison. On May 1, 2018, the City of Miami increased its maximum sales price for its affordable housing and first-time homebuyer programs to \$276,000.00.

PHCD also reviewed articles in various real estate publications and websites which indicate that construction and related costs have increased. For instance, the Miami Realtors Monthly Market Summary for September, 2018 (Attachment 1), lists the median sales price for single family, detached homes in Miami-Dade County at \$360,000.00. Additionally, an article in the National Association of Home Builders (NAHB) Notes, dated June 2018, listed additional hurdles that impact the housing market. Currently, the United States government is imposing a 20 percent tariff on lumber shipments into the country, as well as a 25 percent tariff on steel imports, and a ten percent tariff on aluminum imports. These tariffs went into effect on March 23, 2018. Also, structural steel prices rose more than seven percent in the first quarter of 2018. As the article states, these tariffs will translate into higher costs for consumers and businesses that use those products.

In addition, Miami-Dade County Property Appraiser, on October 12, 2018 (Attachment 2), lists home sales (3 bed/2 bath) in Infill Target Areas of the County up to \$380,000.00. The typical homes developed and sold through the Infill Housing Program are three-bedroom two-bath (approximately 1,250 square feet), and four-bedroom two-bath (approximately 1,590 square feet) homes. The recommended maximum sales price is for these types of homes.

In light of the foregoing, PHCD believes that it is the best interest of the County to increase the maximum sales price to an amount not to exceed \$235,000.00 for single family homes developed and sold, or financed through the Second Mortgage Program on County-owned properties under the Miami-Dade County Infill Housing Program, and sold by Infill Housing Program developers to qualified homebuyers. PHCD also believes that it is in the County's best interest to increase the maximum sales price to an amount not to exceed \$245,000.00 for single family homes developed and sold, or financed through the Second Mortgage Program on privately-owned properties under the Infill Housing Program, and sold by Infill developers to qualified homebuyers.

Affordable Housing Programs

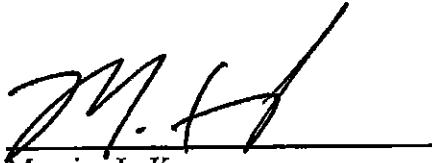
On December 2, 2008, the Board adopted Resolution No. R-1324-08, which set the maximum sales price at \$205,000.00 for homes purchased through the County's Affordable Housing Programs. Through the Affordable Housing Programs, the County subsidizes the construction of affordable homeownership units, and may also provide a second mortgage to assist moderate and low income qualified households to purchase homes.

PHCD has reviewed the current Affordable Housing Programs and PHCD believes it is in the best interest of the County to increase the maximum sales price for the Affordable Housing Programs based on a sliding scale, not to exceed \$310,000.00. The PHCD also believes that by increasing the sales price,

potential targeted homebuyers such as working families, including but not limited to first responders and teachers, whose household incomes do not exceed 140 percent of area median income will benefit.

The following table outlines the recommended sliding scale maximum sales price for the various income levels.

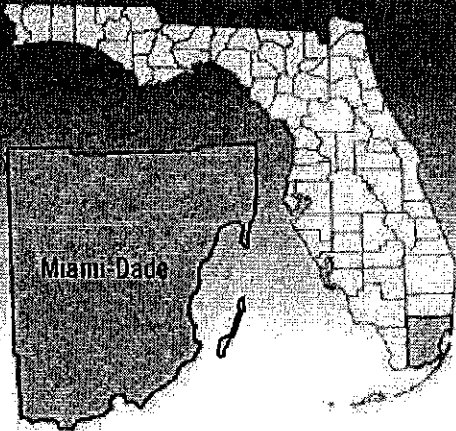
Table 1 – Affordable Housing Programs		
Income Range	Family of 4	Maximum Sales Price
50 percent AMI -	\$39,350	Up to \$185,000
70 percent AMI -	\$55,090	Up to \$207,000
80 percent AMI -	\$62,950	Up to \$250,000
100 percent AMI -	\$78,700	Up to \$285,000
120 percent AMI -	\$94,440	Up to \$325,000
140 percent AMI -	\$110,180	Up to \$350,000


Maurice L. Kemp
Deputy Mayor

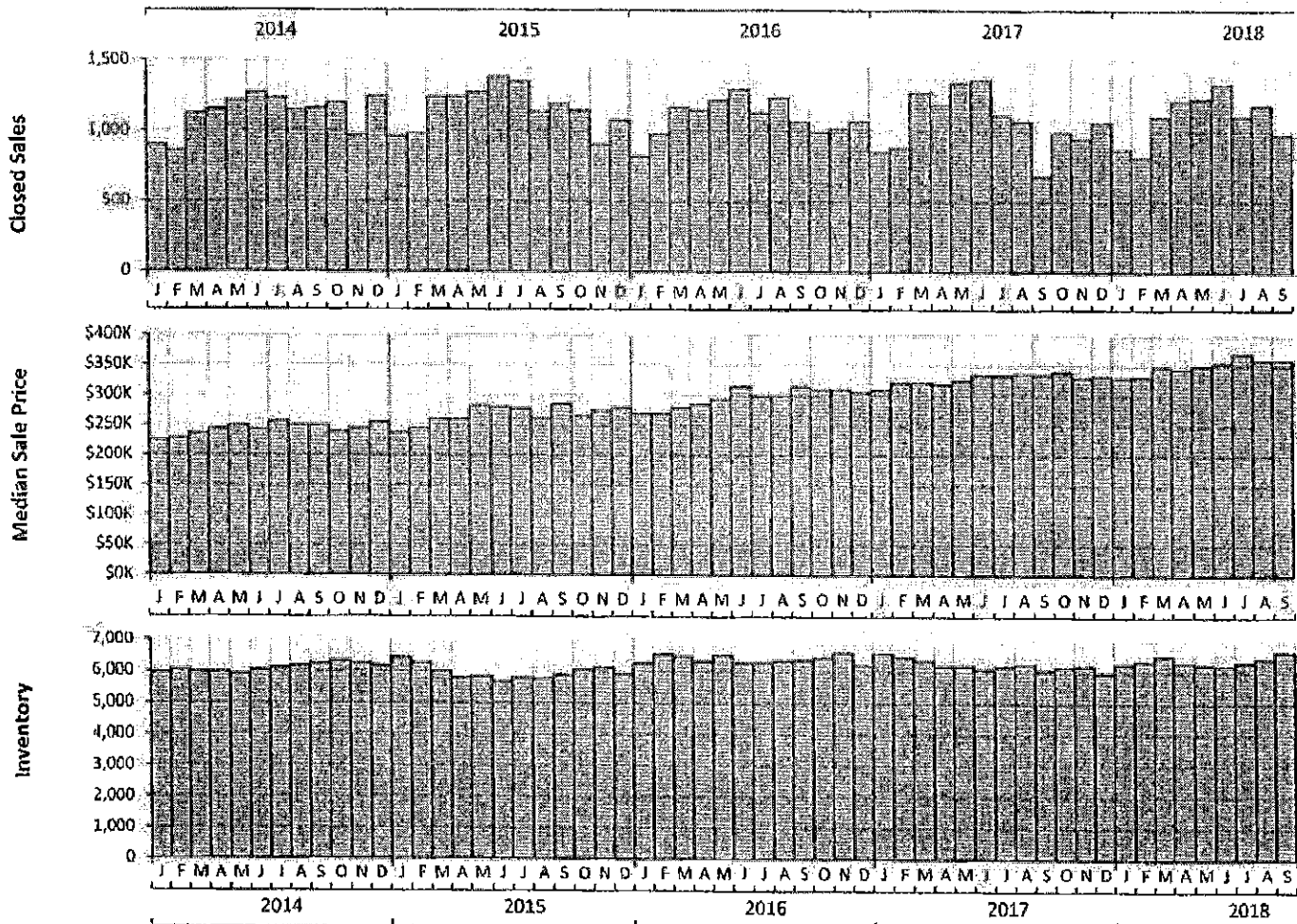
Attachments

ATTACHMENT 1

Monthly Market Summary - September 2018 Single Family Homes Miami-Dade County



	September 2018	September 2017	Percent Change (Year-over-Year)
Closed Sales	978	684	43.0%
Paid in Cash	206	185	11.4%
Median Sale Price	\$360,000	\$335,000	7.5%
Average Sale Price	\$537,529	\$477,150	12.7%
Dollar Volume	\$525.7 Million	\$326.4 Million	61.1%
Med. Pct. of Orig. List Price Received	95.6%	95.1%	0.5%
Median Time to Contract	47 Days	41 Days	14.6%
Median Time to Sale	91 Days	92 Days	-1.1%
New Pending Sales	1,106	752	47.1%
New Listings	1,682	967	73.9%
Pending Inventory	2,385	2,619	-8.9%
Inventory (Active Listings)	6,652	6,060	9.8%
Months Supply of Inventory	6.2	5.6	10.7%



ATTACHMENT 2

MIAMI-DADE COUNTY PROPERTY APPRAISAL COMPARABLE SALES						
(Data Obtained on 10/12/2018)						
ADDRESS	PROPERTY USE	YEAR BUILT	BEDS	BATHS	SALE MONTH	SALE AMOUNT
515 NW 48 STREET	SINGLE FAMILY	2007	3	2	Mar-18	\$380,000
4990 NW 5 AVENUE	SINGLE FAMILY	1964	3	2	Feb-18	\$346,000
530 NW 49 STREET	SINGLE FAMILY	1970	3	2	Jul-18	\$238,000
5027 NW 6 AVENUE	SINGLE FAMILY	2017	3	2	Jul-18	\$250,000
4780 NW 3 AVENUE	SINGLE FAMILY	1966	3	2	Jul-18	\$266,250
4500 NW 3 AVENUE	SINGLE FAMILY	1939	3	2	Jun-18	\$360,000
15215 NW 24 AVENUE	SINGLE FAMILY	1962	3	2	Feb-18	\$232,000
10754 SW 107 COURT	SINGLE FAMILY	1974	3	2	Jun-18	\$310,000
15215 NW 24 AVENUE	SINGLE FAMILY	1962	3	2	Feb-18	\$232,000
2000 NW 111 STREET	SINGLE FAMILY	1956	3	2	Mar-18	\$250,000
2222 NW 105 STREET	SINGLE FAMILY	1953	3	2	May-18	\$250,000
1725 NW 90 STREET	SINGLE FAMILY	1957	3	2	Jun-18	\$250,000
2245 NW 101 STREET	SINGLE FAMILY	1954	3	2	Jul-18	\$248,000
1810 NW 52 STREET	SINGLE FAMILY	1050	3	2	Jul-18	\$265,000
1045 NW 53 STREET	SINGLE FAMILY	1948	3	2	May-18	\$249,900
1775 MW 76 TERRACE	SINGLE FAMILY	2005	3	2	Mar-18	\$244,000
17802 SW 114 AVENUE	SINGLE FAMILY	2000	3	2	Dec-17	\$235,000

Sales with No Bankruptcy consideration

Average \$270,950
Max. \$380,000
Min. \$232,000

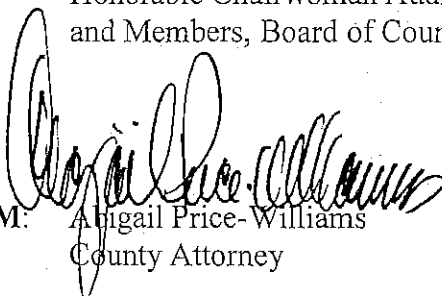


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 10, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(K)(2)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 8(K)(2)
7-10-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR'S RECOMMENDATIONS TO INCREASE THE MAXIMUM SALES PRICE FROM \$205,000.00 TO AN AMOUNT NOT TO EXCEED \$235,000.00 FOR SINGLE FAMILY HOMES DEVELOPED AND SOLD OR FINANCED THROUGH THE SECOND MORTGAGE PROGRAM ON COUNTY-OWNED PROPERTIES BY DEVELOPERS THROUGH THE MIAMI-DADE COUNTY INFILL HOUSING INITIATIVE PROGRAM AND SOLD BY SUCH DEVELOPERS TO QUALIFIED HOMEBUYERS, TO INCREASE THE MAXIMUM SALES PRICE FROM \$215,000.000 TO AN AMOUNT NOT TO EXCEED \$245,000.00 FOR SINGLE FAMILY HOMES DEVELOPED AND SOLD OR FINANCED THROUGH THE SECOND MORTGAGE PROGRAM ON PRIVATELY-OWNED PROPERTIES BY DEVELOPERS THROUGH THE MIAMI-DADE COUNTY INFILL HOUSING INITIATIVE PROGRAM AND SOLD TO QUALIFIED HOMEBUYERS, AND TO INCREASE THE MAXIMUM SALES PRICE FROM \$205,000.00 TO AN AMOUNT NOT TO EXCEED \$310,000.00, BASED ON A SLIDING SCALE, FOR HOMES PURCHASED BY QUALIFIED HOMEBUYERS THROUGH THE MIAMI-DADE COUNTY AFFORDABLE HOUSING DEVELOPMENT AND SECOND MORTGAGE PROGRAMS; AMENDING IMPLEMENTING ORDER NO. 3-44 RELATED TO THE MIAMI-DADE COUNTY INFILL HOUSING INITIATIVE PROGRAM AND THE AFFORDABLE HOUSING PROGRAM GUIDELINES TO REVISE THE MAXIMUM SALES PRICES CONTAINED THEREIN; AMENDING THE INFILL HOUSING INITIATIVE PROGRAM GUIDELINES TO ALLOW MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT TO REQUIRE INFILL HOUSING PROGRAM DEVELOPERS TO PROVIDE CERTIFIED COSTS OF THEIR TOTAL DEVELOPMENT COSTS AT COMPLETION OF CONSTRUCTION; AND AMENDING THE MIAMI-DADE COUNTY INFILL HOUSING INITIATIVE PROGRAM GUIDELINES TO ALLOW MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT TO NEGOTIATE PRIOR TO CONVEYANCE OR PRIVATE LOT APPROVAL, A LOWER MAXIMUM SALES PRICE FOR HOMES SMALLER THAN THE TYPICAL HOMES DEVELOPED AND SOLD THROUGH THE MIAMI-DADE COUNTY INFILL HOUSING INITIATIVE PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, and attachments, copies of which are incorporated herein by reference,

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

Section 1. The foregoing recital and accompanying memorandum are incorporated herein and are approved.

Section 2. This Board approves the Miami-Dade Public Housing and Community Development Director's recommendations to increase the maximum sales price from \$205,000.00 to an amount not to exceed ~~[[\$250,000.00]]~~¹ >> \$235,000.00 << for single family homes developed and sold, or financed through the Second Mortgage Program on County-owned properties by developers through the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program") and sold by Infill Housing Program developers to qualified homebuyers.

Section 3. This Board approves the Miami-Dade Public Housing and Community Development Director's recommendations to increase the maximum sales price from \$215,000.00 to an amount not to exceed ~~[[\$260,000.00]]~~ >> \$245,000.00 << for single family homes developed and sold, or financed through the Second Mortgage Program on privately-owned properties by developers through the Infill Housing Program and sold by Infill developers to qualified homebuyers.

Section 4. This Board approves the Miami-Dade Public Housing and Community Development Director's recommendations to increase the maximum sales price from \$205,000.00 to an amount not to exceed ~~[[\$350,000.00]]~~ >> \$310,000.00 <<, based on a sliding scale, for homes

¹ Committee amendments are indicated as follows: Words stricken through and/or ~~[[double bracketed]]~~ are deleted, words underscored and/or >>double arrowed<< are added.

purchased by qualified homebuyers through the Affordable Housing Development and Second Mortgage programs.

Section 5. This Board amends the Affordable Housing Program Guidelines, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, to revise the maximum sales prices as more fully described in sections 2, 4 and 5 of this resolution.

Section 6. This Board amends- the Miami-Dade County Infill Housing Initiative Guidelines, which such guidelines are incorporated into and made a part of Implementing Order No. 3-44, in substantially the form attached hereto as Exhibit B and incorporated herein by reference, to permit Miami-Dade Public Housing and Community Development Department (“PHCD”) to require Infill Housing Program developers to provide certified costs for their total development costs at completion of construction, which may be used by PHCD, among other factors, to evaluate future adjustments to the maximum sales price, which such future adjustment to the maximum sales price is subject to this Board’s approval; and to permit PHCD to negotiate, prior to conveyance of a County-owned lot or private lot approval for inclusion in the Infill Housing Program, a lower maximum sales price for homes smaller than the typical homes developed and sold through the Infill Housing Program.

The foregoing resolution 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2019. 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

Exhibit A
**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY
DEVELOPMENT**



**AFFORDABLE HOUSING, HOMEOWNERSHIP AND
REHABILITATION PROGRAM GUIDELINES**



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INTRODUCTION

Miami-Dade County through Public Housing and Community Development (PHCD) implements a wide range of housing programs designed to enhance housing opportunities for low- and moderate-income individuals and families who are legal residents of Miami-Dade County (County). Pursuant to these Affordable Housing, Homeownership and Rehabilitation Program Guidelines (AHHRPG), assistance may be provided to developers, community development corporations, individuals and families through an array of programs encompassing acquisition, construction, rehabilitation, reconstruction, and permanent financing (in the form of mortgage assistance, including soft subordinate mortgages). Homeownership counseling is a component of all the homeownership programs. The following is a list of programs offered:

HOMEOWNERSHIP MORTGAGE ASSISTANCE

The homeownership mortgage assistance component provides funds to very-low, low- and moderate-income individuals and families to acquire newly-constructed or existing housing units.

Housing Rehabilitation

The housing rehabilitation program provides for expansion and upgrades to owner-occupied single family homes. These improvements are primarily geared to addressing health and safety issues, code violations which include roof repairs, plumbing and electrical as well as associated repairs and exterior painting. (See Single Family Rehabilitation Guidelines on page 19 for more details).

Housing Development

The housing development component provides funding to developers, as available, to defray the costs of new construction, rehabilitation and/or other costs associated with the development of single-family and multi-family housing. This component is intended to increase housing opportunities for persons by encouraging the creation and rehabilitation of affordable housing units.

Homebuyer Education and Counseling

The homebuyer is required to attend the homebuyer counseling agency class before meeting with the first lender. The first lender is required not to begin the application process without the certificate. The applicant(s) must provide the Homebuyer Counseling certificate from the class to the first lender. (The certificate is valid for one year). The homebuyer is also required to provide the certificate to PHCD at the interview for the second mortgage.

The homebuyer is required to attend the Homebuyer Education and Counseling Class (Homebuyer Counseling Agency) class. The homebuyer counseling agency component provides education and counseling to individuals regarding purchasing and financing of single-family affordable housing units. The homebuyer counseling agencies are required to cover a variety of topics which include fair housing practices, credit counseling, budget and money management, financial literacy proximity of schools, employment and transportation, home maintenance, the mortgage approval and post-closing process, selecting a neighborhood, locating a home, negotiating a purchase price, and finding appropriate financing. Specifically, the Homebuyer Counseling Agency is required to cover the PHCD First-Time homebuyer Program. This element will provide the homebuyer all the specific items of the process to purchase a home with the first lender and PHCD.

In accordance with Miami-Dade County Resolution No.R-1008-14, homebuyer counseling agencies shall cover additional topics, including the legal significance of buying a home using a purchase and sale agreement containing an "AS IS" clause, homebuyers' right to select their own title agent, and homebuyers' right to have the property inspected by an inspector of their choice. This resolution also requires frequent and random monitoring of these classes by Miami-Dade County to ensure that these new topics, as well as the previously required topics, are being taught. Applicants, spouse, and a third applicant, if applicable, must attend a counseling course from a U.S. Department of Housing and Urban Development (HUD) approved agency and provide proof of attendance in the form of a certificate.

Disaster Relief Assistance

The disaster relief assistance provides emergency disaster relief to homeowners whose locality has been impacted by a major man-made or natural disaster. Individuals in areas which have been declared/designated disaster areas by the federal, state and/or local government can be eligible to receive funding for rehabilitation or reconstruction of their homes. To be eligible for Disaster Relief Initiative (DRI) funding a person must be the homeowner and occupy the home, which is defined as the primary owned homestead and occupied dwelling of a single family. Rehabilitation or reconstruction costs will be limited to the real estate structure only. Funds can be provided for a first and/or subordinate mortgage to the homeowner based on the terms and conditions outlined in the Miami-Dade County AHHRPG. This assistance is provided as gap assistance for any damage that insurance or Federal Emergency Management Agency (FEMA) does not cover.

Note: Eligible homeowners will be required to execute a restrictive covenant and in some cases a third party agreement.

"Jumpstart" Assistance

The jumpstart assistance provides funding to assist disaster-affected homeowners, make a down payment on a new home, repair their current disaster-affected home or obtain a mortgage while awaiting a potential buyout from FEMA.

Down payment assistance to purchase a new home can be obtained in the form of a subordinate mortgage subsidy awarded on the current program guidelines to applicants who are able to qualify for a first mortgage amount. First mortgage assistance can be provided as an exception on a case by case basis.

FIRST TIME HOMEBUYERS

Eligible applicants are single individuals or two or more persons related by blood, marriage, adoption, guardianship or domestic partnership; and may include one or more individuals (under the age of 18) being domiciled with a parent or another person having legal custody of such individual. Where not restricted by federal, state or other funding regulations, designee of such parent or the person having such custody, with the written permission of such parent or other persons who occupied the same unit, may also be considered.

Note: Applicants must be residents of Miami-Dade County at the time of application, with the exception of the NSP Program.

With the exception of the Neighborhood Stabilization Program (NSP) and Havana Palms buyers*, the eligible household must be a first-time homebuyer. A first-time homebuyer is an individual who meets any of the following criteria:

- An individual or spouse who has had no ownership in a principal residence during the three year period ending on the date of purchase of the property (if either person meets the above test, they are considered first-time homebuyers).
- A single parent who has owned with a former spouse while married.
- An individual who has owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.
- An individual who has owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.
- Program participation will be limited to a one time only occurrence per family.

Note: Family as defined at §570.3(m), means all persons living in the same household who are related by birth, marriage, or adoption. When such persons occupy the same housing unit they are considered as members of the family. Their incomes are to be aggregated for calculating family income.

- Miami-Dade County Resolution R-450-13 will also be utilized in this section of these guidelines to determine eligible applicants.

Initial Interview Process

The first step towards receiving assistance is the initial interview. The applicant must bring all documents requested including the signed sales contract, to the interview for review to determine eligibility for the subsidy. During the interview process, the applicant will be required to sign all disclosure forms for the program. When applicable the applicant(s) will be given a predetermination eligibility letter which they will take to the first mortgage lender within 30 days.

The homeownership specialist schedules an interview with the applicant when the initial loan/lender package is received. Following the initial interview, updated documents may be requested from the applicant, (bank statements, pay – stubs, etc.). When the first mortgage lender has approved the file, the lender must submit to PHCD the documents below via regular mail or courier; the documents cannot be submitted by applicant. The underwriting process must be completed before the commitment of funds.

Note: It is anticipated that secured electronic transmission of loan packages will be accepted in the near future. The Department does not have the email capacity to accept electronic loan packages at this time.

The loan package should consist of:

- a. Form 1003 - uniform residential loan application (signed and dated)
- b. Form 1008 - transmittal summary (signed)
- c. Escrow letter and proof of deposit
- d. Bank commitment letter
- e. Truth in lending
- f. Good faith estimate
- g. Appraisal
- h. Current credit report
- i. Single Family Residence – Insurance Quotes and Condo – Monthly (HOA)
- j. Soil Treatment Certificate and Certificate of Occupancy (For new properties)

When the file is approved by PHCD, a firm commitment letter will be issued to the homebuyer who will be required to sign and return the commitment letter to PHCD to initiate the request for funding.

Process for Closing

PHCD requires a two (2) day notice, in writing (email), prior to closing.

A final settlement/statement (HUD-1) must be submitted to PHCD prior to closing for review and approval to enable funds to be requested and ensure that there are no excessive fees being charged to the applicant. Mortgage broker and/or developer fees are not allowed. See Attachment IV for a list of the allowable fees that can be charged to the applicant at closing.

Miami-Dade County requires a minimum of seven working days to process and disburse requested funds. Funds are payable and directed to the closing agents/title companies only. All closing agents/title companies MUST be approved by Miami-Dade County.

PHCD will review reasonableness of fees imposed by closing agents/title companies or fees of a third party before closing.

PHCD reserves the right to investigate and discuss the fees with the applicant, which may result in delaying the closing.

Closing agents/title companies who charge unreasonable fees are subject to removal from the approved list of approved closing agents/title companies.

Lenders/Developers may be required to provide evidence of project approval from Fannie Mae and Federal Housing Administration (FHA) for condominiums. Project approval from Fannie Mae and/or FHA is required to accept subsidy financing.

ELIGIBILITY REQUIREMENTS

Occupancy Requirement/Ownership

The applicant must use the property as the primary residence which will be reflected by a deed restriction or a restrictive covenant and will be stated in the loan documents. Ownership must be in fee simple title. In cases of a 99-year leasehold interest, the remaining lease term must equal the term of the loan.

Ineligible Applicants

An applicant who is delinquent on a Federal debt or debt related to Miami-Dade County may become eligible once the borrower brings the account current or enters into a satisfactory repayment plan with the respective federal agency.

- **ELIGIBILITY VERIFICATION (Surtax, HOME/CDBG, SHIP and NSP).**

Household occupants shall be verified by using any one or more of the following items:

- Birth certificates and Social Security cards on all household occupants (no birth cards).
- School records which give dependents' residing address.
- Court-ordered letters of guardianship/adoption.
- Copy of divorce decree and property settlement agreement.
- Children who live with parent for 50 percent of the year should be included among the members in a household (joint custody).
- In cases where the applicant claims to be separated from the spouse, the applicant must provide the following additional documentation for the spouse who will not occupy the property (IRS tax return; driver's license; voter's registration card; legal separation agreement; utility bills).
- A third party verification or regular cash contribution letter must be submitted for non-court ordered child support.
- A letter from the Department of Revenue/Child Support Enforcement office is required. The full amount of court ordered child support must be included in household income whether or not it is regularly received by the household. SHIP stipulation will apply.

Immigration Status

Applicants for any of the programs and/or activities mentioned herein are subject to immigration regulations and eligibility as determined by the United States Department of Housing and Urban Development (USHUD) and/or Miami-Dade County regulations. Benefits may be prorated based on the income of legal residents in a household.

For Documentary Stamp Surtax (Surtax) loans, proof of US permanent resident status or US Citizenship, and/or other related documentation (including special status such as Nicaragua Adjustment and Central American Release Act (NACARA Section 203), Cuban Adjustment Act and political asylum) must be current as of the date of application for assistance from the County.

For NSP, HOME, CDBG and SHIP, the applicants must be permanent residents of the United States or U.S. Citizens.

INCOME SECTION

Income Qualification

For subsidy purposes, annual income is the gross amount of income anticipated to be received by all adults in a family during the twelve (12) months following the effective date of the income determination.

When calculating income, note that SHIP, NSP, and HOME/CDBG funding require that the anticipated income be based on present income plus any income to be received in the next 12 months. Once the income certification is completed by PHCD staff, and executed by the SHIP administrator or designee, an award letter/commitment letter is issued. The commitment letter is valid for six months. Surtax allows for income averaging for the past two years for applicants who are self-employed earn commission, tips, bonuses, and overtime.

Florida property laws do not legally recognize separation as it relates to property ownership. Consequently, when an applicant is legally married but does not currently reside with the spouse, the spouse must sign the mortgage and the subsidy recapture provision, and his/her income must be counted as part of the annual household income. Florida property laws apply in cases of temporary separation, for example, when a spouse does not live in the house due to military service, attendance in college, offshore work, or other instances where a family member is temporarily residing in another location.

In some situations however, it seems clear that the applicant has no plan to reunite with the estranged spouse and the separation is permanent. The flexible nature of these programs is intended for local governments to determine the appropriate use of funds while 1) ensuring accountability, 2) to make a decision about a permanent separation 3) and to obtain as many details as possible to document the subsidy recipient. In cases of permanent separation where the applicant and the estranged spouse maintain separate residences and file separate tax returns the applicant must provide proof of separation by providing copies of the estranged spouse's IRS tax returns, driver's license, utility bills, etc. The estranged spouse does not need to be counted in the household size and his/her income should not be included in household income.

Qualifying Using Section 8 Voucher

If an applicant is purchasing using a Section 8 Housing Choice voucher, the Housing Assistance Payment (HAP) may not be added to the applicant's annual income to determine the maximum first mortgage amount, or the HAP may be deducted from the principal and interest of the first and/or subordinate mortgage, whichever provides the greatest benefit to the homebuyer. The HAP is the difference between the voucher amount and the applicant's portion of the rent.

Please note that this amount is subject to change, because it will be based on the property to be purchased. The revised amount must be approved and authorized by the Contract Administration Division. Consequently, it is recommended that all clients obtain lender pre-approval prior to contract execution.

Income Recertification

Annual income recertification is required of all homebuyers who purchase property using the Section 8 Housing Choice voucher.

INCOME RANGE OF APPLICANTS TO BE SERVED

The applicant's total household income may range from very-low to moderate-income depending on the funding source being invested in the property. Applicant's total household income must meet the income criteria at the time the applicant applies for mortgage assistance. (See Attachment I for current income limits).

A qualifying household income must meet the guidelines of the more stringent subsidy program being used by the applicant. Income must also be calculated based on the information provided in the Verification of Employment form. Income calculated for subsidy purposes may differ from income used for credit purposes by the lender.

	<u>FUNDING SOURCE</u>			
	Surtax	HOME/CDBG	SHIP	NSP
Maximum applicant income limits as a percentage of the area median income ("AMI")	140%	80%	120%	Min - Max 51% - 120%

Note: Funding source income limits may be further restricted by program guidelines.

INCOME VERIFICATION

Applicant's income will be verified using one or more of the following documents:

- Last two (2) pay stubs from employer and past two (2) years of complete tax returns (all schedules)
- Tax returns must be signed by the applicant(s)
- Also required copies of the tax transcripts for the most recent tax year end
- If self-employed, past two (2) years of tax returns will be required, and a current profit or loss statement
- Verification of employment, (Federal National Mortgage Association (FNMA) form or third party form included in these guidelines are acceptable, provided that the form is filled out completely)
- Other sources of income that can be readily verified (i.e., social security, pension retirement, and child support)
- Social Security Income may be subject to federal restrictions, which may limit its use
- Interest, dividends, and other net income
- Any other form of verification as required by funding
- Cash contribution letter for non-court ordered child support
- A letter from the Child Support Enforcement Division whether child support is being received or not.

In addition to Federal Income Tax returns, the number of household occupants shall be verified using one (1) of the following items:

- Birth certificates and Social Security cards on all household occupants (no birth cards).*
- School records which give the parents' name and address.
- Court-ordered letters of guardianship/adoption.
- Copy of final divorce decree and property settlement agreement.

**Note: If a dependent is listed on the tax return, then copies of birth certificates can be sufficient. However, if a copy of the birth certificate is in the file and the dependent is not listed on the tax return, we may request copies of school records to verify that the individual resides on the property.*

Income Inclusions and Exclusions for Eligibility Purposes for
Surtax/HOME/SHIP/CDBG/NSP

Annual Income Inclusions	Annual Income Exclusions
<p>Annual income inclusions defined under USHUD 24 C.F.R. Section 5.609(b) are listed as follows:</p> <ul style="list-style-type: none"> • The gross amount (before any payroll deductions) of wages, salaries, overtime pay, commissions, fees, tips and bonuses, and any other compensation for personal services received by all eligible household members; • the net income from the operation of a business or profession; • interest, dividends, and other net income of any kind from real or personal property; • the full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits; • payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; • welfare or other need-based payments to families or individuals that are made under programs funded separately, or jointly by federal, state or local governments; • periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; • all regular pay, special pay and allowances of a member of the Armed Forces; and • SSI income may be subject to federal restrictions which may limit its use. <p><i>Note:</i> Surtax allows for income averaging for the past two years for applicants that are self-employed, or earn commission, tips, bonuses, and overtime.</p>	<p>The most common types of excluded annual income include:</p> <ul style="list-style-type: none"> • Income from employment of children (including foster children) under the age of eighteen (18) years; • payments received for the care of foster children or adults; • lump-sum additions to family assets, such as inheritances, insurance payments; • reimbursement for the cost of medical expenses for any family member; • income of a live-in aid; • the full amount of student financial assistance paid directly to the student or to the educational institution; • the special pay to a family member serving in the Armed Forces who is exposed to hostile fire; • income from training programs funded by HUD; • temporary, nonrecurring or sporadic income (including gifts); • reparation payments paid by a foreign government to persons who were persecuted during the Nazi era; • income from earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding the head of household and spouse); • adoption assistance payments in excess of \$480 per adopted child; • deferred payments received in a lump sum; • refunds or rebates for property taxes paid on the dwelling unit; or <p>services and equipment needed to keep a developmentally disabled family member at home</p>

Income Inclusions for Credit Purposes

CREDIT DOCUMENTATION		
Surtax	HOME/	SHIP/NSP
Two (2) most recent Paystubs containing YTD information; if unsatisfactory or unable to provide will require Verification Of Employment (valid for (3) three months)	Verification of employment (valid for (90) ninety days). Applicant(s) employment history: <ul style="list-style-type: none">• Two years of related history.• Evidencing a minimum of (6) months of continuous employment if applicant has employment gaps.	Verification of employment (valid for 90 days from the date received. If the information is orally updated by the source, the VOE will remain in effect for an additional 30 days). Third Party Verification of Employment is required by SHIP, (attachment III)
Tax returns and W-2 for the previous two (2) years or IRS Form 1722 (which gives the applicant's income and filing status may be requested). Returns must be signed & dated by applicant.	Same as Surtax.	Same as Surtax.
If self-employed year-to-date, profit and loss statement as of the date of application.	Same as Surtax.	Same as Surtax.
Six (6) months of bank statements or bank's computer printout reflecting a balance for each month.	Same as Surtax.	Same as Surtax.
Tri-merged credit report (valid for 3 months)	Same as Surtax.	Same as Surtax.
Verification of Assets – Retirement Account	Same as Surtax.	Same as Surtax.

Homeownership Loan Ratios

Minimum front end ratios may be lower at the discretion of Miami-Dade County.

Loans to applicants allow for the following ratios:			
Funding Source:	Surtax	HOME/CDBG	NSP/SHIP
Minimum Monthly Housing Debt	29 – 35 %	29 – 35 %	29 – 35 %
Maximum Total Debt-to-Income	45%	45%	45%

INCLUDING OUTSTANDING CREDIT OBLIGATIONS

LOAN PROCESSING FOR MORTGAGE ASSISTANCE

Lenders, developers, and realtors must perform a pre-screening of their applicants to ensure that they have documentation required by the program before making an appointment to meet with a homeownership specialist. The lender, developer, and realtor will provide the checklist of documents to their applicants (see Attachment II). After the lender, developer, and realtor has pre-screened the applicant, he/she will instruct the applicant to contact PHCD to set an appointment for an interview with the homeownership specialist assigned to the case. The lender will be advised of the homeownership specialist assigned to the case. New construction of single family homes should be 80% completed prior to first lender loan submission and/or PHCD pre-approval.

NOTE: Due to the limited availability of funds, all funds will be made available for interested applicants on a first-come first-serve basis. However, an applicant must meet all program requirements to close.

Property Standards

Detached single-family units, condominium units, approved manufactured homes, studios, twin homes (must evidence a Declaration of Condominium documents recorded in the Public Records disclosing separate folio numbers), and town homes are eligible properties. Properties with swimming pool are acceptable on a case-by-case basis except for HOME, SHIP & CDBG funding. The pool monthly maintenance fee will be included in the debt-to-income ratios when the subsidy loan is approved. For HOME/CDBG loans only, ineligible properties are those properties leased to a tenant which would trigger a relocation of that tenant.

NSP properties must be owned by a lender or investor (e.g. FNMA Freddie Mac). Properties must be located in a priority area and documented in the loan file. The program does not require applicants be first time home buyers. NSP Spot Loans not acquired through GSA must meet the 100% appraised value stipulation. All NSP compliance documents should be completed and executed as warranted.

Condominium Conversions and Time Share properties are not eligible for Homeownership Assistance.

Purchase Price

The maximum purchase price for the Affordable Housing Program is \$310,000.00. At a minimum, the property must be appraised for the contracted purchase price, however, if the appraised value is less than the purchase price, PHCD will not provide subsidy financing above the appraised value and additional funds beyond the appraised price.

Note: For maximum subordinate mortgage amounts for low to moderate-income individuals and families, income and mortgage limits. (See attachment I)

Credit Requirements

PHCD housing programs do not have a minimum credit score requirement or threshold; the Department however reserves the right to ask for explanations of any derogatory or negative items contained in the credit report. In situations whereby a collection appears on the credit report, whether or not those collections require repayment prior to the loan closing is left to the discretion of PHCD. All collection items related to a County Program or, including a County medical collection, must be paid prior to closing.

Non-Applying Spouse

Non-applicant spouse can have an ownership interest in the property at the time of settlement without executing the promissory note.

The credit history of the non-applicant spouse is not considered as a reason to deny a loan application. However, the non-applicant spouse's income will be used to determine the appropriate subsidy.

DOWN PAYMENT / CLOSING COSTS

Down payment requirements are as follows:

- Minimum down payment requirement of three percent (3%) and a minimum of one percent (1%) must be from the applicant's own funds.
- Down payment required by US HUD for Section 8 Homeownership Program is three percent (3%) of the purchase price, of which one percent (1%) of the purchase price must be from the applicant's own funds.
- Minimum down payment for the Infill Housing Initiative is one percent (1%) of the purchase price from the applicant's own funds.

The combined loan-to-value ratio "CLTV" of all mortgages including closing cost assistance shall not exceed one hundred-five percent (105%) of the purchase price.

GIFTS

An applicant can satisfy part of the cash requirement for closing with funds received as cash gifts from relatives, or cash savings clubs. For underwriting purposes, a relative is defined as a spouse, parent, stepparent, legal guardian, grandparent, brother, sister, or child. In general, before using funds from gifts, an applicant needs to use his or her own funds to make a down payment toward the sales price of a property.

To verify a gift, the applicant must obtain a signed letter from the donor that includes:

- Specific dollar amount of the gift and date the funds were deposited/transferred to the borrower's bank account;
- Donor's name, address, telephone number, and relationship to the applicant; and
- Statement from the donor saying that no repayment is expected.

In cases where the gift funds have already been transferred, staff must verify that sufficient funds to cover the gift have been transferred from the donor's account to the applicant's account or that the donor's account has adequate funds to cover the amount of the gift.

ASSET LIMITATIONS

Any excess liquid assets over \$10,000 (*excluding pensions, annuities, 401K, etc.*) must be used for a higher down payment up to five percent or to cover closing costs. This asset limitation does not apply to retired persons over the age of 62 or permanently disabled persons.

For HOME/CDBG and SHIP only, applicants who have assets in excess of \$5,000 must include in the income calculation the greater of (i) the actual income earned on those assets, or (ii) the income calculated using the current LIBOR rate as set by HUD.

FIRST MORTGAGE FINANCING

All first mortgage loans approved under this program must have a fixed interest rate. Miami-Dade County will not approve subordinate mortgage financing for loans whose first mortgage is a balloon payment, has an adjustable rate, carries an unusually high interest rate, or includes prepayment penalties.

The lender must use the tax estimator from the Miami-Dade County Property Appraiser website to estimate the taxes and calculate the insurance at 2% of the purchase price if a quote cannot be obtained prior to submitting the loan package.

Note: Developer buy downs are permitted as long as the buy down is not recorded as a lien against the property, and there is a restrictive covenant that has been reviewed and approved by the county.

Monthly Payments for PHCD Assistance

The monthly payments for SHIP/Surtax/NSP loans will be as follows:

Income Level	Interest *Rate*	Years 1 to 5	Years 6 to 30
Low Income	0-3%	\$100 monthly payment This is applied towards principal.	Fully amortized Remaining balance amortized over the 25 years at note rate, as applicable.
Moderate Income	4-6%	\$100 monthly payment This is applied towards principal.	Fully amortized remaining balance amortized over the 25 years at note rate, as applicable

HOME/CDBG - Loans are deferred mortgages: No payments are required.

Note: Low income subsidy amounts range from an average of \$50k to \$80k. PHCD reserves the right to restructure the payments:

*Interest rate will be determined on a case-by-case basis.

Options

1. \$100.00 for the first five years. The remaining balance to be amortized for remaining 25 years, at the applied interest rate.
2. Fully amortized for the entire loan.

A calculation example is provided below:

OPTION #1	OPTION #2
Moderate Income Family \$50,000 loan @ 4% Years 1-5 Payment \$100.00 per month Years 6-30 Balance* \$44,000.00 New payment \$232.25	Years 1-30 Balance \$50,000 loan @ 4% New Payment \$238.71

The option of a fully amortized subordinate mortgage is available.

Inspection

Participants in Miami-Dade County's Second Mortgage Loan Program for first-time homebuyers are required to obtain an inspection by a qualified home inspector of the home they intend to purchase in accordance with Miami-Dade County Resolution No. R-1008-14. A qualified home inspector is one who has a valid home inspection license issued by the State of Florida through the home inspection services licensing program. Prior to commencing a home inspection, the home inspector shall provide a copy of their license to practice home inspection services in the state of Florida to the homebuyer. The home inspection is intended to prevent hardships on homebuyers and can be useful in preventing homebuyers from purchasing homes with structural or other building problems. The breadth of the home inspection shall be sufficient to alert homebuyers of significant defects in the home, including structural problems, and identify whether the home is in compliance with the Miami-Dade County Building Code. The Department has the discretion to deny a homebuyer loan on a particular property based upon substantial negative findings in the home inspection upon a determination that denying a loan is in the best interest of the County. The payment of said inspection can be from the homebuyer in cash or using the funds loaned to the homebuyer from the County. If the property does not pass inspection and the homebuyer does not close on that property, PHCD will reimburse the homebuyer for the cost of the inspection.

A Hold Harmless Affidavit will also be required to be signed by the applicant(s) at time of application that states the County is not responsible for code violations, liens, open permits, or illegal structures. Sellers are required to disclose code violations, illegal structures or additions. Miami-Dade County will not award subsidy financing if any of these conditions exists.

Housing Quality Standards (HQS) inspection will also be required and will be conducted by PHCD staff and the cost will be absorbed by the Department. Additionally, inspections of the roof, septic tank and for termites shall be performed by a State of Florida licensed inspector specializing in each of these areas. These three inspections shall be paid for by the homebuyer regardless of the outcome of the inspection and are valid for 45 days from the date of the inspection.

If the property was constructed prior to 1978, a lead based paint inspection will be required by an Environmental Protection Agency (EPA) Certified Inspector, EPA Certified Risk Assessor and/or EPA Certified Firm prior to closing and is to be paid for by the homebuyer. The report must show a negative outcome for lead base paint. Where lead base paint is uncovered, abatement must be completed prior to closing. All construction projects must obtain a certificate of occupancy, a loan closing will not take place with a temporary certificate of occupancy.

All federal funded loans (HOME, CDBG and NSP) also require an Environmental Review Clearance which will be conducted by PHCD staff.

FOR HOME FUNDED PROGRAMS ONLY

Homebuyer Resale Provision. Resale provisions are applicable if the housing is assisted with HOME funds and the assisted housing does not continue to be the principal residence of the family for the duration of the period of affordability. PHCD requires the assisted housing is made available for a subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as its principal residence.

Homebuyer Repayment. PHCD will provide zero percent (0%) interest deferred payment, (_____ lien position) mortgage loan in an amount of up to \$_____ until the first to occur of the following events: (1) Home Buyer sells, transfers or deposes of the assisted unit (either by sale, transfer, bankruptcy or foreclosure, etc.), (2) the Home Buyer no longer occupies the unit as their principal residence. (3) the Home Buyer dies, or if a married couple, survivor dies or (4) the affordability period for this loan ends.

Loan Servicing

All homeownership loans will be serviced by PHCD Loan Servicing Unit or a Miami-Dade County approved private firm specializing in mortgage loan servicing. All costs associated with the servicing of homeownership loans shall be paid out of the loan program operating budget. The minimum payment and any other payments required herein can be waived by PHCD for up to one (1) year in hardship situations.

All homes purchased using financing must be used and occupied as the family's primary residence. The property may not be rented, leased, or otherwise used as an income or investment property at any time that the loan remains in effect. If at any time it is discovered that the property has been rented or leased, the County may accelerate the remaining balance due on the loan and demand immediate payment in full.

If the family sells, transfers, rents or vacates the property, the balance of the mortgage loan, including accrued interest, will be due upon vacating, selling, renting or transferring of the property. All loans are assumable. A new buyer, if income eligible, may qualify for and assume the remaining balance of the loan, with approval.

Upon sale, refinance, or transfer of title in any other manner within the affordability period, the homeowner will pay Miami-Dade County the principal amount of the Loan, together with a share of the appreciation in the value of the property. The share shall be determined by applying (1) the percentage which represents the ratio of the original principal amount of the loan to the original certified appraised value at the time of this security agreement in connection with the purchase of the property (The "Principal to Original Appraised Value Ratio") to (2) the amount if any, by which the appraised value upon refinance or transfer of the property exceeds such original appraised value. If the Loan is not evidenced by funds but by a benefit conferred by the lender (Miami-Dade County) or other public agency on the seller of the property, and the homeowner is not in default under this note or the Subordinate Security Instrument, the share of appreciation due to the Lender herein shall be reduced by the sum of (a) the amount of any cash down payment from the applicant's own funds for the purchase of the property, (b) the reasonable and customary costs of sale of the property paid by the homeowner, including any broker's commission, and (c) the value of any documented, permanent improvements to the property that are in compliance with any applicable requirements established by the lender. The affordability period (See table below) and the original certified appraised value, at the time of security agreement, are entered appraised value at closing.

Refer to the NSP Restrictive Covenant for details.

SHIP	Loan Term 30 years or until the property is sold, transferred, leased or otherwise disposed of.
Surtax	Loan Term 30 years or until the property is sold, transferred, leased or otherwise disposed of.
HOME/CDBG	< \$15,000 = 5 years \$15,000 to \$40,000 = 10 years >\$40,000 = 20 years For HOME Loans only. If FHA, insured mortgage 15 years

Miami-Dade County Resolution R-450-13 will also be utilized in this section of these guidelines as applicable.

PARTICIPATING FIRST LENDERS

Spot Loans

The Purchase and Sales Contract should reflect a 60-day period to closing. When the loan is submitted by the first lender, PHCD should be allowed up to 30 days from the date all required documents and information are received from underwriting to closing.

NSP Program Guidelines

Must be used to purchase a foreclosed property	Homebuyer's Counseling <ul style="list-style-type: none"> 8 hours HUD approved
Income Limits <ul style="list-style-type: none"> 51%-120% AMI 	Maximum Purchase Price <ul style="list-style-type: none"> \$310,000
Employment & Credit <ul style="list-style-type: none"> Satisfactory Credit History 24 months of verified employment 	Soft Seconds <ul style="list-style-type: none"> Based upon AMI \$50,000 - \$70,000
Citizenship <ul style="list-style-type: none"> Must be a US citizen or permanent resident alien 	Loan Terms <ul style="list-style-type: none"> 30 years
Down-payment <ul style="list-style-type: none"> 3% 1% from own funds 	Loan Rate <ul style="list-style-type: none"> 0% - 6%
Minimum Debt to Income <ul style="list-style-type: none"> 30- 35% Maximum Debt to Income <ul style="list-style-type: none"> 45% 	Occupancy <ul style="list-style-type: none"> Primary

INCOME AND MORTGAGE LIMITS
Adjusted for Family Size

FAMILY SIZE	30%	50%	80%	Median	100%	120%	140%
	< E. LOW	<- V. LOW	<-LOW/MOD >				
1	\$16,550.00	\$27,550.00	\$44,100.00	\$55,100.00	\$66,120.00	\$77,140.00	
2	\$18,900.00	\$31,500.00	\$50,400.00	\$63,000.00	\$75,600.00	\$88,200.00	
3	\$21,250.00	\$35,450.00	\$56,700.00	\$70,900.00	\$85,080.00	\$99,260.00	
4	\$25,100.00	\$39,350.00	\$62,950.00	\$78,700.00	\$94,440.00	\$110,180.00	
5	\$29,420.00	\$42,500.00	\$68,000.00	\$85,000.00	\$102,000.00	\$119,000.00	
6	\$33,740.00	\$45,650.00	\$73,350.00	\$91,300.00	\$109,560.00	\$127,820.00	
7	\$38,060.00	\$48,800.00	\$78,100.00	\$97,600.00	\$117,120.00	\$136,640.00	
8	\$42,380.00	\$51,950.00	\$83,100.00	\$103,900.00	\$124,680.00	\$145,460.00	

(MEDIAN INCOME IS \$52,300.00 FOR MIAMI-DADE COUNTY)

SHIP limited to 140 % (Subject to periodic revisions by US HUD Effective **April 27th, 2018**)

(Income and Mortgage Limits REVISED **April 27th, 2018**)

SUBSIDY LEVELS BASED ON MEDIAN INCOME and FAMILY SIZE

MAXIMUM Subsidy Table

Percentage of AMI	50% or below	80% or below	100% or below	Above 100%
Properties within entitlement cities providing assistance* up to:	\$60,000.00	\$50,000.00	\$40,000.00	\$30,000.00
Properties out of entitlement cities (unincorporated Miami-Dade) ¹ up to:	\$80,000.00	\$70,000.00	\$60,000.00	\$50,000.00

* Cities that provide homeownership assistance. ¹ If the entitlement city does not have funding available or the borrower does not income qualify for the entitlement city funding, the borrower will receive the maximum amount allowed. Entitlement cities include Miami, Miami Beach, North Miami, Hialeah, Homestead, Florida City and Miami Gardens. On a case by case basis at the discretion of the PHCD, the amount of subsidy can be increased for very low income borrowers (at or below 50% of median).

Funding Source for all funds	Surtax	SHIP	HOME/CDBG
Income Limit	Low income and moderate income households at or below 140% of AMI	Low income and moderate income households at or below 140% of AMI	Low Income Families at or below 80% of AMI
Maximum purchase price of property allowed by program (subject to change)	90% of the area median purchase price established by the U. S. Treasury Department. (Code of Miami-Dade County, §29-7(E)(1))	90% of the area median purchase price established by the U.S. Treasury Department. (Fla. Stat. §420.9075(5)(c))	Single Family Mortgage Limits Under Section 203(b) of the National Housing Act. (24 CFR §92.254)
Purchase Price Limits for Spot Loans	\$310,000.00	\$310,000.00 †	\$310,000.00
INFILL PROPERTIES County Infill lot provided to Developer without cost is \$235,000.00. Note, Private Lots are \$245,000.00.	\$235,000.00	\$235,000.00	\$235,000.00
County Funded Developments	\$235,000.00	\$235,000.00	\$235,000.00

ALL DEVELOPMENTS MUST MEET THE CRITERIA SUBMITTED TO THE COUNTY FOR WHICH THEY WERE AWARDED FUNDING (i.e., Purchase price, unit size, number of units, etc.). NO EXCEPTIONS.

Affordable Housing Programs	
Income Range	Maximum Sales Price
50 percent AMI	Up to \$185,000
80 percent AMI	Up to \$250,000
100 percent AMI	Up to \$285,000
120 percent AMI	Up to \$325,000
140 percent AMI	Up to \$350,000

NSP Subordinate mortgage Amounts

51%-80% AMI	\$70,000
81%-100% AMI	\$60,000
101%-120% AMI	\$50,000

**Note that the minimum AMI for NSP is 51%*

Maximum Sales Price applicable to NSP.

PHCD LOAN DOCUMENTATION CHECKLIST

Lender Name			
Loan Officer/Processor	Phone	Fax	Email
Title Company's Name		Address	
Title Company's Contact Person	Phone	Fax	Email
Borrower's Name			
Co-Borrower's Name			
Current Address		City, State & Zip Code	
Daytime Phone Number	Evening Phone Number	Mobile Phone Number	Email
Property Address:			
Developer Name/ Project Name:			
Contact person for Inspection:			
Name		Phone/Email	
All documentation listed below, if applicable, must be submitted as part of the lender package. Failure to do so may delay the application process.			
REQUIRED DOCUMENTATION AT TIME OF PHCD INTERVIEW			
Fully executed sales contract with at least 60 days remaining before expiring			
Two (2) years <u>signed and dated</u> Income Tax Returns and W-2's and/or 1099's with all applicable Schedules for all adult and Household Members.			
<i>If applicable:</i> Award letters for all other income: Social Security pension/retirement/SSI/welfare/disability			
APPLICANT(S) OFFICIAL PAYCHECK STUBS FOR THE MOST CURRENT 30 DAYS PAY PERIOD. APPLICANT(S) MUST CONTINUE TO MAKE CURRENT OFFICIAL PAYSTUBS AVAILABLE UNTIL LOAN IS APPROVED AND PRIOR TO CLOSING.			
Proof of legal residence: Resident Alien Card, INS Employment Authorization, I-94 (Cuban Citizens only). <i>*Please Note: Documents must be current at time of application and show proof of Dade County residency for all household members.</i>			
Picture ID (i.e., Driver License, Employment ID, etc.) and Social Security Cards of all household members			
Most current six months bank statement for all accounts			
Birth Certificate(s) for all household members, Letter from guardianship/adoption (if applicable) and/or School Records			
<i>If applicable:</i> Marriage Certificate, All Divorce Decrees and Property Settlement Agreements; Proof of receipt of child support for the prior 12 consecutive months; Provide proof of non-receipt and "good faith" effort to collect and avoid inclusion in annual income figure			
<i>If applicable:</i> Third Party Verification of Regular Cash Contribution Letter for non-court ordered child support; If the applicant is not receiving court-ordered child support, a letter from the Department of Revenue, Child Support Enforcement Office is required			
<i>If applicable:</i> Alternative credit letters of verification from the following utilities: Bellsouth, FPL, Auto/Life Insurance, Furniture -- Only if borrower has limited credit or no established credit			
Certificate of Completion of Homebuyers Training Program. CERTIFICATE IS GOOD FOR ONE YEAR ONLY. (HOMEBUYER COUNSELING CERTIFICATE MUST BE PRESENTED AT FACE TO FACE INTERVIEW WITH PHCD).			
REQUIRED DOCUMENTATION FROM FIRST LENDER			
First Lender and all other participating Lenders' Commitment Letters			
Last two (2) years IRS Transcripts with W – 2 and / or 1099's			
Executed 1003 and 1008 (Transmittal Summary), Truth in Lending (TIL) and Good Faith Estimate			

Appraisal Long Form -- Original with pictures or acceptable electronic color copy
Copy of Comprehensive Private Home Inspection Report
Condo Project Approval, Estoppel Letter and Condo Budget
Last two (2) years Verification of Rent Letter(s)
Copy of Escrow Letter and cancelled deposit check(s)
Current Tri-merged credit report
Legible Copy of fully executed Sales Contract
For FHA Loans <u>(Executed and Dated Forms HUD 92900 – A, 92900 – LT and 92800 – 5B)</u> Addendum to Universal Residential Loan Application,

Please be advised that the purchase contract must contain the below clauses:

- **Subject to loan approval by Miami-Dade County, Department of Public Housing & Community Development.**

**Miami-Dade County Public Housing and Community Development
Conflict of Interest Form**

Please check the following item(s) that apply; required to be completed

_____ Miami-Dade County employee
Provide explanation below

_____ Relative to Miami-Dade County employee
Provide explanation below

_____ Relative to Miami-Dade Board of County Commissioner
Provide explanation below

_____ None of the above

Explanation _____

Please be advised that the purchase contract must contain the below clauses:

- Subject to loan approval by Miami-Dade County, Department of Public Housing & Community Development.
- Subject to a Code or HQS (Housing Quality Standard) Inspection conducted by Miami-Dade County, Department of Public Housing & Community Development with assign result.

THIRD-PARTY VERIFICATION OF EMPLOYMENT

State and/or Federal Regulations require PHCD to verify employment history and income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated. You may fax to 786-469-2265 or mail to the address below.

Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for the release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant	Print Name	Date
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Signature of Co-Applicant	Print Name	Date
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Please return information to:

Public Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, FL 33136
786-469-2100

Attn: _____

Please provide information about anticipated employment income during the next 12 months:

Company Name: _____

Position: _____ Length of Time Employed: _____

Pay Rate: _____ Pay Frequency (Hr, Wk, Mo): _____

Overtime Pay Rate: _____ Average Overtime Hours/Wk: _____

Total Annual Base-Pay Earnings: _____ Total Overtime Base-Pay Earnings: _____

Amount and frequency of other Compensation (bonus, raise, commission, tips): _____

Vacation Pay(Y or N): _____ If yes, number of days: _____

Retirement Account (Y or N): _____ Amount Accessible to Employee: \$ _____

Total Gross Annual Income, including other compensation, for next 12 months: \$ _____

Signature of authorized representative: _____

Printed Name: _____ Title: _____

Date: _____ Phone: _____

Warning: Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 or 775.83.

Note: For ALL applicable Household Members 18 years or over, obtain a signed copy of this form for each verification to be completed. Send form directly to the appropriate employment source; do not send form through applicant. Upon receiving verification, date-stamp, and compare information to that received on application. Make any necessary notations, date and initial. If significant differences exist between amount reported and verified, obtain a written explanation from applicant and attach to file.

SCHEDULE OF ACCEPTABLE FEES TO BE CHARGED TO APPLICANT

The interest rate to be charged on the first mortgage will be the Freddie Mac, FNMA, or FHA net 30 day rate for 30 years and shall be locked in for a period of at least 60 days. If the loan is not closed within 60 days, the interest rate will be the prevailing rate to be determined not less than 5 days before closing. The rate shall be locked in at the time of loan approval with a "float down" feature if the rates should go down.

The First lenders must immediately inform PHCD of rate changes.

The first lenders do not charge a fee for relocks or extensions

The term of the first mortgage loan shall be 30 years fixed.

The maximum allowable fees to the applicant are as follows:

The fee is set at a maximum of 2% of the first mortgage amount and is the only fee to be charged by the first lender. It should be sufficient to cover the following costs:

Document Prep fee	
Tax Service Fee	Prevailing Lender Cost
Flood Certifications	Prevailing Lender Cost
Underwriting fee	
Processing fee	
Closing fee	
Application fee	
Settlement fee	
Notary fee	

Miami-Dade County, PHCD Loan Set-Up Fee and Origination Fee (\$400) must be disclosed and charged on the HUD-1.

If the lender chooses to disclose these fees as separate line items on the HUD1 and GFE, the total of these fees cannot exceed 2% of the first mortgage loan amount. Lenders are not permitted to charge both the 2% origination fee and the fees listed above.

Lenders are allowed to charge the following fees when compliant with the first mortgage loan:

Appraisal Fee	Prevailing vendor Cost
Credit Report	Prevailing vendor Cost
Re-certification Fee	\$100.00 Maximum
Final Inspection	\$100.00 Maximum
Roof/Termite Inspection	Prevailing Vendor Cost
Recording Fees	Per State Regulations
Septic Tank Inspection	Prevailing Vendor Cost 2

Developer Fees are not permitted to be charged to the applicants.

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
SINGLE-FAMILY HOMEOWNER REHABILITATION GUIDELINES**

LOAN ASSISTANCE PROGRAM GUIDELINES

INTRODUCTION

Miami-Dade County has programs that provide homeowners with low-interest rate loans to assist in making necessary repairs to their home and/or to protect their home with the installation of hurricane shutters or impact windows.

SCOPE

These guidelines cover only owner-occupied single family homes, including cluster homes, town homes with the exclusion of common areas, condominiums, and mobile homes are not allowed.

DEFINITIONS

1. Completion of Rehabilitation: occurs when all inspections have passed and all permits have been closed for all the work performed.
2. Disabled: anyone in the household who has proof of disability, regardless of age.
3. Development Disabilities defined in s.393.063, Florida Statutes: means a disorder of syndrome that is attributable to retardation. Cerebral Palsy, Autism, Spina Bifida or Prader-Willi Syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.
4. Dwelling Unit: a residential space which qualifies as a place of permanent habitation for one family which contains a living room, kitchen area, bathroom(s) and bedroom(s). An efficiency apartment (studio) is considered a one bedroom unit.
5. Elderly: an applicant who is ≥62 years old.
6. Family: an individual or two or more persons related by blood, marriage, adoption, guardianship or operation of law; or are not so related; and may include one or more individuals (who have not attained the age of 18) being domiciled with a parent or another person having legal custody of such individual or the designee of such parent or the person having such custody, with the written permission of such parent or other persons who occupy the same dwelling unit.
6. Income Classifications: These limits shall be adjusted automatically whenever the federal government (US HUD) periodically updates the median income for Miami-Dade County.
 - Very Low income means a family whose gross income is below 50% of the median income for Miami-Dade County.
 - Low income means a family whose gross income is below 80% of the median income for Miami-Dade County.
 - Moderate income means a family whose gross income is greater than 80% and not to exceed 140% of the median income for Miami-Dade County.
7. Owner: the individual(s) who holds valid legal title to the property to be rehabilitated.
8. Owner Occupied: a residential property containing one dwelling unit in which the owner resides on a full-time basis.
9. Rehabilitation: the repair of a structure or facilities in connection with a structure, and may include the provision of sanitary or other facilities.
10. Single Family Property: property devoted solely to residential use and consisting of one dwelling.

11. Persons with Special Needs defined in s.420.0004, Florida Statutes: means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition s.420.0004(7); a young adult formerly in foster care who is eligible for service under s.409.1451(5); a survivor of domestic violence as defined in s.741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

Disabling Condition defined in s.420.0004 (7), Florida Statutes: means a diagnosable substance abuse disorder, serious mental illness, development disabilities, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

- Expected to be of long-continued and indefinite duration; and
 - Not expected to impair the ability of the person with special needs to lay independently appropriate supports.
12. Work Write – Ups: the itemization of all rehabilitation work to be done on a property, including such directions and specification for workmanship and materials as may be necessary for the job to be bid and constructed properly and to pass all inspections by Miami-Dade County.

LOAN PROGRAMS AND AMOUNTS

~~Surtax Rehabilitation – Single-Family to include State and Federally Funded Programs~~

A rehabilitation loan may be made to an eligible applicant for the purpose of fully bringing the property up to current building code and/or to make the home barrier-free for disabled persons. It is used to repair roofs, perform other structural, electrical or sanitation related repairs.

- Surtax Rehabilitation Loan Program
The maximum total loan amount shall not exceed \$35,000 (up to \$45,000 if the applicant is Elderly, Disabled, Development Disabilities, Disabling Condition and Special Needs).
- State Housing Initiatives Partnership (SHIP) Program
The maximum total loan amount shall not exceed \$35,000 (up to \$45,000 if the applicant is Elderly, Disabled, Development Disabilities, Disabling Condition and Special Needs).
- HOME Funded Programs are administered as a grant through Miami-Dade Community Action and Human Services Department.
The maximum grant amount is based on funding availability or up to \$40,000.00, whichever is less. All federal programs or activities are subject to regulations and eligibility as determined by U.S. HUD.
- CDBG Funded Program will be a grant.

~~Surtax and CDBG Beautification Loan Program~~

The Beautification Home Loan Program assists homeowners of single-family detached residences with exterior home painting and/or landscaping.

- Surtax and CDBG Beautification Loan Program
The maximum total loan amount is subject to funding availability.
- CDBG Beautification Program will be a grant.

Surtax, Paint and Shutter Loan Program

This program assists low- to moderate- income homeowners with single family detached residences with exterior home painting and/or the installation of hurricane impact shutters approved by Miami-Dade County.

- Surtax Paint/Shutter Loan Program
The maximum loan amount for paint and shutters is \$10,000.00; if the combined amount exceeds \$10,000.00, the homeowner must select paint or shutter assistance.

Eligibility Areas

- Surtax and SHIP Single-Family Rehabilitation Loan Program
Encompasses properties located within Miami-Dade County.
- CDBG/HOME Senior Housing Assistance Repair Program (SHARP) & Elderly Residential Energy Conservation Program (ERECP) Loans Programs for seniors. Encompasses Unincorporated Miami-Dade County and the participating municipalities of The City of Opa-Locka, South Miami, Sweetwater, North Miami Beach, Hialeah Gardens, El Portal and West Miami.
- Additional CDBG/HOME Programs
The programs will be administered based on U.S. HUD Guidelines. The following Seven (7) entitlement jurisdictions' residents are not entitled to participate in the County's program: City of Miami, Miami Gardens, Hialeah, Miami Beach, North Miami, Florida City and Homestead.
- Surtax Beautification Loan Program
Currently encompasses Commission Districts 1 and 2.
- Surtax Paint/Shutter Loan Program
Encompasses properties located within Miami-Dade County.

All other Beautification Loan program encompasses properties located within the Commission Districts.

Eligible Properties

- Surtax, Ship, Home and CDBG - Single-Family Rehabilitation Loan Program
Owner-occupied single family residences, cluster homes, townhomes, twin homes, manufactured homes (must evidence a Declaration of Condominium documents recorded in the Public records disclosing separate folio numbers), condominium unit (with the exception of common areas). Duplexes, studios, and mobile homes are not allowed.
- Properties with a swimming pool are acceptable on a case-by-case basis except for HOME, SHIP & CDBG funding source. In addition, properties with an efficiency are not allowed regardless of funding source.
- Surtax Beautification, Paint/Shutter, CDBG and HOME Funded Programs only allow Single-Family Detached Properties.
- The property must be in need of rehabilitation and may not have any illegal additions and/or any serious building code violations that exceeds the loan amount to bring up to code.
- Property must be free of any foreclosure actions.
- Property cannot be assessed according to the tax rolls at more than \$225,000.00. In addition the market value or after rehabilitation value cannot exceed the current U.S. HUD 95% percent of the median purchase price area.

- No Tax Deferments.
- Real Estate Taxes must be paid and current.
- If applicable, Association/Maintenance fees must be paid and current.
- If applicable, Mortgage(s) must be paid and current.
- Loan modification must be completed and provide evidence of the last six months of on time modified mortgage payments.
- Adjustable rate, reverse mortgages, balloon mortgages, owner and private held mortgages are not allowed; except that adjustable rate mortgages are allowed to the Beautification, Painting and Shutter Loan Program.
- Lead Based Paint Inspection required depending on the funding source.
- Environmental Clearance required for CDBG/HOME funding activities.

Applicants-All Programs

- Applicants must be a U.S. Citizen or have current United States Permanent Legal Resident Status.
- Applicants must be a Miami-Dade County Resident.
- The applicant must be an individual or family who owns and occupies a single-family residence and the property must be their Homestead Exemption at time of application. The amount of the homestead exemption must reflect on Miami-Dade County's website.
- Applicant can only apply once for the program per program activity. The maximum number of rehab loans from Miami-Dade County cannot exceed a total of three (3). However, Surtax Rehab loans are limited to a one-time only occurrence per family.
- Applicant must not own more than one property, land or any other real estate; properties with multiple owners cannot own an additional property.
- Eligible Contractors are selected from Community Action & Human Services Department (CAHSD) Contractor Rotational List. The selection of contractors is completed through a competitive bid process and awarded to the lowest responsible bidder.
- An applicant must be the legal owner of the property for one year at time of application date; six months for the Beautification and Paint/Shutter Programs.
- Inherited property with multiple owners, life estates, inter-vivos trust or living trust and beneficiary deed will be reviewed on a case-by-case basis. PHCD has the right to establish the terms of assistance; assistance may be provided if the owner is low-income and occupies the property as his or her principal residence; PHCD reserves the right to deny encumbrances that prevent the county from protecting their interest. (Home & CDBG only)
- Title Search or a recent review of Recorded Ownership Information.
- Credit Report is required for all programs. The County has the right to deny assistance based on delinquent and/or derogatory information contained in the credit report.
- Recent FPL and Water Bill is required regardless of the funding source.

- Applicants are required to have property insurance coverage or purchase such insurance coverage after the repairs have been completed. For seniors or very-low-income homeowners the insurance cost should not exceed the market value of the loan.
- Homeowners insurance is not a requirement for the Beautification and Paint/Shutter Loan Program or Disaster Funds.
- Flood insurance is required for CDBG/HOME/SHIP funded programs (properties defined within the Special Flood Hazard Area).
- Adult(s) residing in the household not receiving income will be required to request a Verification of Non-filing of Tax Returns from the Internal Revenue Services.
- Bankruptcy – four (4) years must have elapsed since the date of the discharged bankruptcy. The applicant must have re-established credit or chosen not to incur new obligations. Provide a written explanation that led to the bankruptcy including copies of the discharge with all pages and schedules. All bankruptcies will be reviewed and a decision will be made on a case-by-case basis.
- Active Debt Consolidated Programs are not allowed; all debts must be satisfied prior to loan application.
- Last three months bank statements for the Beautification and Paint/Shutter Loans with CDBG/HOME funding.
- The County reserves the right to deny encumbrances that prevents the County from protecting their interest.
- Total cash assets cannot exceed \$20,000. Retirement accounts for elderly, disabled, developmental disabilities, disabling condition and special needs applicants are not considered assets. However, for HOME, CDBG, and SHIP loans assets in excess of \$5,000 must include the income calculator the greater of (i) the actual income earned on those assets, or (ii) the income calculation using the current LIBOR rate as specified by U.S. HUD.
- Applicant must submit all paperwork requested for financing. (See Attachment II)
- The applicant must be low-or-moderate income person or family and the maximum household income cannot exceed the following chart:

HOUSEHOLD SIZE	MAXIMUM INCOME LIMIT* (SURTAX)	MAXIMUM INCOME LIMIT** (CDBG/HOME)	MAXIMUM INCOME LIMIT* (SHIP)
1	\$74,060.00	\$42,300.00	\$63,480.00
2	\$84,560.00	\$48,350.00	\$72,480.00
3	\$95,200.00	\$54,400.00	\$81,600.00
4	\$105,700.00	\$60,400.00	\$90,600.00
5	\$114,240.00	\$65,250.00	\$97,920.00
6	\$122,640.00	\$70,100.00	\$105,120.00
7	\$131,180.00	\$74,900.00	\$112,440.00
8	\$139,580.00	\$79,750.00	\$119,640.00

* Effective April 28, 2017
Subject to HUD Revision

**Effective April 28, 2017

* Effective April 28,
2017 Subject to HUD
Revision

Income Inclusions and Exclusions for Eligibility Purposes for
SURTAX/HOME/SHIP/CDBG/NSP

Annual Income Inclusions	Annual Income Exclusions
<p>Annual income inclusions defined under USHUD 24 C.F.R. Section 5.609(b) are listed as follows:</p> <ul style="list-style-type: none"> • The gross amount (before any payroll deductions) of wages, salaries, overtime pay, commissions, fees, tips and bonuses, and any other compensation for personal services received by all eligible household members; • the net income from the operation of a business or profession; • interest, dividends, and other net income of any kind from real or personal property; • the full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits; • payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; • welfare or other need-based payments to families or individuals that are made under programs funded separately, or jointly by federal, state or local governments; • periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; • all regular pay, special pay and allowances of a member of the Armed Forces; and • SSI income may be subject to federal restrictions which may limit its use. <p><i>Note:</i> Surtax allows for income averaging for the past two years for applicants that are self-employed, or earn commission, tips, bonuses, and overtime.</p>	<p>The most common types of excluded annual income include:</p> <ul style="list-style-type: none"> • Income from employment of children (including foster children) under the age of eighteen (18) years; • payments received for the care of foster children or adults; • lump-sum additions to family assets, such as inheritances, insurance payments; • reimbursement for the cost of medical expenses for any family member; • income of a live-in aid; • the full amount of student financial assistance paid directly to the student or to the educational institution; • the special pay to a family member serving in the Armed Forces who is exposed to hostile fire; • income from training programs funded by HUD; • temporary, nonrecurring or sporadic income (including gifts); • reparation payments paid by a foreign government to persons who were persecuted during the Nazi era; • income from earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding the head of household and spouse); • adoption assistance payments in excess of \$480 per adopted child; • deferred payments received in a lump sum; • Refunds or rebates for property taxes paid on the dwelling unit; or services and equipment needed to keep a developmentally disabled family member at home.

Income Inclusions for Credit Purposes

CREDIT DOCUMENTATION		
Surtax	HOME/CDBG	SHIP/NSP
Four (4) most recent Paystubs containing YTD information; if unsatisfactory or unable to provide will require Verification Of Employment (valid for (3) three months)	Verification of employment (valid for (90) ninety days).	Verification of employment (valid for 90 days from the date received. If the information is orally updated by the source, the VOE will remain in effect for an additional 30 days). Third Party Verification of Employment is required by SHIP, (attachment III)
Tax returns and W-2 for the previous two (2) years or IRS Form 1722 (which gives the applicant's income and filing status may be requested). Returns must be signed & dated by applicant.	Same as Surtax.	Same as Surtax.
If self-employed year-to-date, profit and loss statement as of the date of application.	Same as Surtax.	Same as Surtax.
Six (6) months of bank statements or bank's computer printout reflecting a balance for each month.	Same as Surtax.	Same as Surtax.
Tri-merged credit report (valid for 3 months)	Same as Surtax.	Same as Surtax.
Verification of Assets – Retirement Account	Same as Surtax.	Same as Surtax.

FUNDING SOURCES

SURTAX Single-Family Rehabilitation Loan Program

General Population: Non-Elderly, Disabled, Development Disabilities, Disabling Condition and Special Needs:

- If the Total Debt to Income Ratio (TDTI) is less than 45% repayment and terms shall be as follows:
 - 0% interest rate with principal payment only amortized for 15 years. First payment is due and payable one month after completion of rehabilitation. A Certificate of Completion is required.
- If the Applicant's TDTI is more than 45% repayment and terms shall be as follows:
 - 15-year loan term \$50.00 principal only per month is assessed. The remaining unpaid principal balance is forgivable after 15 years. First payment is due and payable one month after completion of the rehabilitation. A Certificate of Completion is required.

For Elderly, Disabled, Development Disabilities, Disabling Condition and Special Needs:

- 0% interest rate. Mortgage term is 15 years with a \$50.00 monthly payment. The remaining principal is deferred and forgivable after 15 years. First payment is due and payable one month after completion of rehabilitation. A Certificate of Completion is required.

SHIP Single-Family Rehabilitation Loan Program

Rehabilitation Loan Terms for General Population:

Non-elderly, Non-Disabled, Development Disabilities, Disabling Condition and Special Needs are offered repayment terms dependent upon total debt to income ratio. Specifically at ratios exceeding 45%, the mortgage term is 15 years with a \$50.00 monthly payment. The remaining principal is forgivable after 15 years. For applicants whose total debt to income ratio is no greater than 45%, the term will be 15 years assessed at 0% interest, principal only loan.

Rehabilitation Loan Terms for Elderly, Disabled, Developmental Disabilities, Disabling Condition and Special Needs:

For Elderly, Disabled, Developmental Disabilities, Disabling Condition and Special Needs population, the mortgage term is 15 years with a \$50.00 monthly principal payment. The remaining principal is deferred and forgivable after 15 years.

First payment is due and payable one month after completion of the rehabilitation. A certificate of completion is required.

The SHIP proceeds repaid to the County will be used by the County for other SHIP assistance. In the event that the proceeds from the sale are insufficient to repay the outstanding SHIP subsidy, the County will recapture whatever proceeds are available after the first mortgage from a private lender (if any) has been repaid.

CDBG/HOME Rehabilitation Program

- The homeowner will be required to execute the PHCD HOME Homeowner's Written Agreement. (HOME LOANS only)
- Loan Terms and Affordability periods are based on the following:

Less than \$15,000 – 5 years
\$15,000 - \$40,000 – 10 years
More than \$40,000 – 15 years

- Repayment and forgiveness of loan. The loan term and recapture provision will be based on the dollar amount of assistance received. The amount of the mortgage will be based on the HOME loan amount. Payments are not required on the mortgage unless the homeowner defaults on the stipulated agreement during the loan term. However, if the homeowner defaults on the stipulated agreements before the HOME loan term expire, the homeowner must repay PHCD a prorated share of the HOME loan. PHCD will provide zero percent (0%) interest, deferred payment, (____lien position) mortgage loan in an amount of up to \$____ until the first to occur of the following events; (1) homeowners sells, transfers or disposes of the assisted unit (either by sale, transfer, bankruptcy or foreclosure, etc.) (2) The homeowner no longer occupies the unit as their principle residence, (3) the homeowner dies, or if married couple, the survivor dies, or (4) until the affordability period for this loan ends.

PHCD agrees to forgive a percentage of the original loan principle amount for each year after the date of such loan is executed, in which the Homeowner makes its principal place of residence the retrofitted property as defined in the HOME promissory note.

Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at the time of transfer, and (c) execute appropriate documents as required by Miami-Dade County.

- Homeowner Recapture Provision: recapture provisions are used to ensure that PHCD recoup all or a portion of the HOME assistance, if the assisted housing does not continue to be the principal residence of the family for the duration of the period of affordability. In recapturing the HOME investment, the owner's investment (down payment and capital improvements are made by the owner since purchase) may be returned to the owner before recapturing the HOME investment.
- The TDTI is not applicable to CDBG/HOME funded programs.

Surtax Beautification Loan Program

- 5 year deferred/forgivable loan; forgiven 20% per year. The TDTI is not applicable; no monthly payment is required.
- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.
- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at time of transfer, and (c) execute appropriate documents as required by Miami-Dade County.

Surtax Paint/Shutter Loan Programs

- Paint or Shutter – 5 years deferred/forgivable loan forgiven 20% per year. The TDTI is not applicable; no monthly payment is required.
- Paint and Shutter – 10-years deferred/forgivable loan forgiven 1/10th per year. The TDTI is not applicable; no monthly payment is required.
- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.
- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at time of transfer, and (c) execute appropriate documents as required by Miami-Dade County.

The County reserves the right to restructure loan payments.

LOAN INTEREST RATES

Surtax Single-Family Rehabilitation Loan Program

The loan interest rate is 0.00% for household above 80% and below 140% Median Income,

- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.
- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at time of transfer, and (c) execute appropriate documents as required by Miami-Dade County.

SHIP Single-Family Rehabilitation Loan Program

The loan interest rate is 0.00% for household above 80% and below 140% Median Income.

- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.
- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at time of transfer, and c) execute appropriate documents as required by Miami-Dade County.

CDBG/HOME Program

The interest rate is 0.00%; household must be 80% or below AMI.

Surtax Beautification Paint/Shutter Loan Program

The interest rate is 0.00%; household income not to exceed 140% AMI.

Security Instruments

- All loans shall be secured by a mortgage or similar security instrument.
- Any mortgage used as security for a loan may not be transferred or assigned by the owner to another person without the prior written approval by the County.
- For HOME funded activities the Homeowner must execute a HOME Homeowners Written Agreement.

Security Positions

- The rehabilitation loan may be subordinate to an existing mortgage if adequate equity is established on the property to be rehabilitated.

LOAN PROCESSING AND APPROVAL

All loans will be processed and underwritten according to the funding activity. All loans shall be reviewed, approved and denied by the PHCD Department Director or his/her designee. A Work-Write Up and Contractor/Homeowner Agreement will be required. The Lead Based Paint EPA Renovation, Repair and Painting Rule form will be required for CDBG/HOME and SHIP Funded Programs. The County reserves the right to deny encumbrances that prevent the County from protecting their interest.

SUPPLEMENTS

An additional rehabilitation supplemental loan may be approved by the PHCD Department Director or his/her designee when, during rehabilitation, work items which were not anticipated or are necessitated by change in local codes or ordinances, are subsequently required and the work exceeds the loan amount. The supplemental loan shall not exceed \$5,000. However in extreme, exceptional and hardship cases this limit may be waived by the PHCD Director or his/her designee.

WAITING LIST

All applications are submitted by homeowners to the Community Action & Human Services Department (CAHSD) and placed on a waiting list on a first-come, first-served basis. When funds become available applicants are selected from the top of the waiting list, the waiting list is maintained by date, the applicant expressing interest in the program. Each time a group of applications are selected from the waiting list, processing priority will be given to elderly and disabled applicants.

LOAN SERVICING

All loans will be serviced by the Loan Servicing unit in Public Housing and Community Development (PHCD). A \$100.00 loan servicing set up fee is required and included as part of the closing costs associated with the loan amount. Loan Fees and Cost are subject to change. Public Housing and Community Development reserves the right to sell the loan if deemed feasible by the Department.

LOAN FEES

All loan fees are included as part of the closing costs associated in the loan amount.

EFFECTIVE DATE

These guidelines take effect October 4, 2017. Any revisions or amendments will modify the effective date accordingly. Any changes/updates to the program requirements for any funding source, will be automatically incorporated into these guidelines.

REQUIRED DOCUMENTATION

1. Valid Florida Driver's Licenses or State issued ID card for adults only.
2. Warranty or Quit Claim Deed of property.
3. An Ethics Clearance will be required for Miami-Dade County Employee, including Jackson Health Trust Employees, appointed or elected County official and immediate family to a Miami-Dade County employee, appointed or elected County official. The Ethics Clearance will be required upon receipt of application from CAHSD.
4. Last four pay stubs; current retirement, un-employment compensation, social security award letter, pensions, if applicable.
5. Third Party Verification.
6. Copy of social security cards of homeowners.
7. Proof of United States Citizenship or current Permanent Legal Residency.
8. Last 6 months bank statements including all pages and schedules or computer print-out reflecting a balance for each month.
9. Cash Contribution Form (i.e. regular family assistance, alimony, etc.)
10. Mortgage payment must be current and provide copy of mortgage statement; coupons are not acceptable.
11. Birth Certificates on all household members regardless of age; No Birth Cards accepted. Passport and US Passport are not accepted in lieu of Birth Certificate(s).
12. Last 2 years Income Tax Returns including W-2's, all pages and schedules. If Tax Returns reflect business income, provide current profit or loss statement.
13. SSA -1099 Form.
14. Proof of Hazard Insurance, Flood Insurance (if applicable) not required for the Beautification and Paint/Shutters loan programs.
15. Utility Bills (light and water bill)
16. Copy of Discharged Bankruptcy including all schedules and pages.
17. INCOME QUALIFICATION.

Annual income is the gross amount of income anticipated to be received by all adults in a family during the twelve (12) months following the effective date of the income determination.

When calculating income, please note that HOME/CDBG, and SHIP funding require that the anticipated income be based on present income plus any income to be received in the next twelve (12) months. Once the income certification is completed by county staff, and executed by the PHCD administrator or designee, an award letter/commitment letter is issued. The commitment letter is valid for three (3) months. Surtax allows for income averaging for the past two (2) years for applicants who are self-employed; earn commission, tips, bonuses, and overtime.

Florida property laws do not legally recognize separation as it relates to property ownership. Consequently, when an applicant is legally married but does not currently reside with the spouse, the estranged spouse must sign the mortgage and the subsidy recapture provision, and his or her income must be counted as part of the annual household income. This always applies in cases of temporary separation when a spouse does not live in the house due to military service, attendance in college, offshore work, or other instances where a family member is temporarily residing in another location.

In some situations, it seems clear that the applicant has no plan to reunite with the estranged spouse and the separation is permanent. The flexible nature of these programs is intended for local governments to determine the use of funds while ensuring accountability, to make a decision about a permanent separation and to obtain as many details as possible to document the subsidy recipient. In cases of permanent separation, the applicant and the estranged spouse maintain separate residences and file separate tax returns. The applicant must provide proof of separation by providing copies of the estranged spouse's IRS tax returns, driver's license, legal separation agreement, utility bills, etc. The estranged spouse does not need to be counted in the household size and his or her income should not be included in household income.

Required documentation when applicable:

1. Separated spouse to provide evidence of not occupying the subject property.
2. Self-employed individuals to provide current profit or loss statement.
3. Adult dependents to provide evidence of school transcript or employment.
4. Copy of Divorce Decree including all pages and property settlement agreement. Joint custody: the children live with the parent for fifty-percent (50%) of the year; the children should be included as the household members.
5. Child support payments; third party verification of regular cash contribution letter for non-ordered child support; if the applicant is not receiving court ordered child support, a letter from the Department of Revenue, Child Support Office is required.
6. Un-employment affidavit.
7. Copy of Death Certificate.
8. Copy of Marriage Certificate.
9. Adoption letter and assistance payments. Court ordered letters of guardianship/adoption will be required if applicant is not the birth parent of household members.
10. Any applicant seeking assistance, requiring assistance from family members or others must execute the PHCD authorization form.
11. School records to reflect the residing address of the property.
12. Copies of Life Insurance policies, if applicable.
13. Any other form of verification as required by funding.

Miami-Dade County Public Housing and Community Development Affordable Housing Development Guidelines

The affordable housing development component provides funding to developers, as available, to defray the costs of new construction, rehabilitation and/or other costs associated with the development of single-family and multi-family housing. This component is intended to increase housing opportunities for persons by encouraging the creation and rehabilitation of affordable housing units.

INTRODUCTION

Miami-Dade County, Department of Public Housing and Community Development (PHCD) reviews Request for Applications (RFA) binders submitted for a funding allocation for approved housing activities, which includes new construction and rehabilitation of permanently financed multifamily affordable housing developments. The documents and exhibits presented in the RFA binder are reviewed and analyzed to complete a Credit Underwriting Report. The Report includes an analysis of the information available in the submitted RFA binder related to the development and renders a written recommendation in favor of or opposed to proceeding with the underwriting of the proposed development.

The number of developments recommended for funding shall be limited by the funds available for the RFA. There shall be no developments ranked beyond those that are recommended for funding.

In accordance with Resolution No. R-345-15, Miami-Dade County has established a cap on the number of additional funding applications that an agency can submit for Documentary Stamp Surtax funds if the project has been awarded gap funding for its first application. No more than one application is permissible for the same project. Any additional application will not be considered unless extenuating circumstances exist. The determination of whether "extenuating circumstances" exist shall be at the sole and absolute discretion of the County.

In accordance with Resolution No. R-346-15, Miami-Dade County has established a Maximum Development Cost per Unit to construct, rehabilitate or acquire Affordable Housing with County funds as \$225,000.00, except for construction of High-Rise projects for which the Maximum Development Cost per Unit shall be \$235,000.00. "High-Rise" means Affordable Housing structures which are seven or more stories in height. The "Maximum Cost per Unit" means the Total Development Cost divided by the total number of units. Total Development Cost means the total cost of completing the entire project, from acquisition to the issuance of Certificate of Occupancy, including, but not limited to, the cost of design, planning, zoning, variances, financing costs, legal costs, construction, and permitting. For construction and rehabilitation projects, the cost of land acquisition shall be deducted from the Total Development Cost.

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
SINGLE FAMILY-HOMEOWNER REHABILITATION GUIDELINES**

LOAN ASSISTANCE PROGRAM GUIDELINES

INTRODUCTION

Miami-Dade County has programs that provide homeowners with low-interest rate loans to assist in making necessary repairs to their home and/or to protect their home with the installation of hurricane shutters or impact windows.

SCOPE

These guidelines cover only owner-occupied single family homes, including cluster homes, town homes with the exclusion of common areas, condominiums, and mobile homes are not allowed.

DEFINITIONS

1. Completion of Rehabilitation: occurs when all inspections have passed and all permits have been closed for all the work performed.
2. Disabled: anyone in the household who has proof of disability, regardless of age.
7. Dwelling Unit: a residential space which qualifies as a place of permanent habitation for one family which contains a living room, kitchen area, bathroom(s) and bedroom(s). An efficiency apartment (studio) is considered a one bedroom unit.
8. Elderly: an applicant who is ≥62 years old.
9. Family: an individual or two or more persons related by blood, marriage, adoption, guardianship or operation of law; or are not so related; and may include one or more individuals (who have not attained the age of 18) being domiciled with a parent or another person having legal custody of such individual or the designee of such parent or the person having such custody, with the written permission of such parent or other persons who occupy the same dwelling unit.
6. Income Classifications: These limits shall be adjusted automatically whenever the federal government (US HUD) periodically updates the median income for Miami-Dade County.
 - Low income means a family whose gross income is below 80% of the median income for Miami-Dade County.
 - Moderate income means a family whose gross income is greater than 80% and not to exceed 140% of the median income for Miami-Dade County.
13. Owner: the individual(s) who holds valid legal title to the property to be rehabilitated.
14. Owner Occupied: a residential property containing one dwelling unit in which the owner resides on a full-time basis.
15. Rehabilitation: the repair of a structure or facilities in connection with a structure, and may include the provision of sanitary or other facilities.
16. Single Family Property: property devoted solely to residential use and consisting of one dwelling.
17. Work Write – Ups: the itemization of all rehabilitation work to be done on a property, including such directions and specification for workmanship and materials as may be necessary for the job to be bid and constructed properly and to pass all inspections by Miami-Dade County.

LOAN PROGRAMS AND AMOUNTS

Surtax Rehabilitation - Single-Family to Include State and Federally Funded Programs

- A rehabilitation loan may be made to an eligible applicant for the purpose of fully bringing the property up to current building code and/or to make the home barrier-free for disabled persons. It is used to repair roofs, perform other structural, electrical or sanitation related repairs.
- Surtax Rehabilitation Loan Program
The maximum total loan amount shall not exceed \$35,000 (up to \$45,000) if the applicant is elderly (62 years and older) or the homeowner or a household member is certified disabled the homeowner must complete the Community Action and Human Services Single Family Rehabilitation Loan Program Disabled Certification Form (See Attachment A).
- State Housing Initiatives Partnership (SHIP) Program
The maximum total loan amount shall not exceed \$35,000 (up to \$45,000) if the applicant is elderly (62 years and older) or the homeowner or a household member is certified disabled the homeowner must complete the Community Action and Human Services Single Family Rehabilitation Loan Program Disabled Certification Form (See Attachment A).
- CDBG/HOME Funded Programs
The maximum loan amount is based on funding availability or up to \$40,000.00, whichever is less. All federal programs or activities are subject to regulations and eligibility as determined by U.S. HUD.

Surtax Beautification Loan Program

The Beautification Home Loan Program assists homeowners of single-family detached residences with exterior home painting and/or landscaping.

- Surtax Beautification Loan Program
The maximum total loan amount shall not exceed \$5,900.00 per home.

Surtax Paint and Shutter Loan Program

This program assists low- to moderate- income homeowners with single family detached residences with exterior home painting and/or the installation of hurricane impact shutters approved by Miami-Dade County.

- Surtax Paint/Shutter Loan Program
The maximum loan amount for paint and shutters is \$10,000.00; if the combined amount exceeds \$10,000.00, the homeowner must select paint or shutter assistance.

Eligibility Areas

- Surtax Single-Family Rehabilitation Loan Program
Encompasses properties located within Miami-Dade County.
- CDBG/HOME Senior Housing Assistance Repair Program (SHARP) & Elderly Residential Energy Conservation Program (ERECP) Loans Programs for seniors. Encompasses Unincorporated Miami-Dade County and the participating municipalities of The City of Opa-Locka, South Miami, Sweetwater, North Miami Beach, Hialeah Gardens, El Portal and West Miami.
- Additional CDBG/HOME Programs
- The programs will be administered based on U.S. HUD Guidelines. The following Seven (7) entitlement jurisdictions' residents are not entitled to participate in the County's program: City of Miami, Miami Gardens, Hialeah, Miami Beach, North Miami, Florida City and Homestead.
- Surtax Beautification Loan Program
Currently encompasses Commission Districts 1 and 2 (see attached).
- Surtax Paint/Shutter Loan Program
Encompasses properties located within Miami-Dade County.

Eligible Properties

- Surtax - Single-Family Rehabilitation Loan Program
Owner-occupied single family residences, cluster homes, townhomes, twin homes, manufactured homes (must evidence a Declaration of Condominium documents recorded in the Public records disclosing separate folio numbers), condominium unit (with the exception of common areas), duplexes, studios, and mobile homes are not allowed.
- SHIP - Single-Family Rehabilitation Loan Program
Owner-occupied single family residences, cluster homes, townhomes, twin homes, manufactured homes (must evidence a Declaration of Condominium documents recorded in the Public records disclosing separate folio numbers), condominium unit (with the exception of common areas), duplexes, studios, and mobile homes are not allowed.
- Surtax Beautification, Paint/Shutter Loan, and CDBG/HOME Funded Programs
Single-Family detached residences only.
- The property must be in need of rehabilitation and may not have any illegal additions and/or any serious building code violations that exceeds the loan amount to bring up to code.
- Property must be free of any foreclosure action.
- Property cannot be assessed according to the tax rolls at more than \$225,000.00. In case an appraisal is available, PHCD cannot exceed \$225,000.00.
- No Tax Deferments.
- Loan modification must be completed and provide evidence of the last three months of on time modified mortgage payments.
- Adjustable rate, reverse mortgages, balloon mortgages and owner held mortgages are not allowed; except that adjustable rate mortgages are allowed to the Beautification, Painting and Shutter Loan Program.
- Lead based paint inspection required depending on the funding source.

Applicants-All Programs

- Applicants must be a U.S. Citizen or have current U.S. permanent legal resident status.
- Applicants must be a Miami-Dade County resident.
- The applicant must be an individual or family who owns and occupies a single-family residence and the property must be their Homestead Exemption at time of application. The amount of the homestead exemption must be reflected on Miami-Dade County's website.
- Applicant can only apply once for the program per program activity.
- Applicant must not own more than one property.
- An applicant must select a contractor from CAHSD Contractor Rotational List. The selection of contractors is completed through a competitive bid process and awarded to the lowest responsible bidder.
- An applicant must be the legal owner of the property for at least one year prior to the application date; six months for the Beautification and Paint/Shutter Programs.
- Inherited property with multiple owners, life estates, involves trust or living trust and beneficiary deed can be accessed on a case-by-case basis.

- Real estate taxes must be paid and current.
- If applicable, association/maintenance fees must be paid and current.
- If applicable, mortgage(s) must be paid and current.
- Title search or a recent review of recorded ownership information.
- Credit Report(s) is required, except for Rehab, Paint/Shutter assistance. The County has the right to deny rehabilitation assistance based on delinquent and/or derogatory information contained in the credit report.
- Recent FPL and Water Bill is required; FPL bill for the Beautification and Paint/Shutter Program assistance.
- Applicants are required to have property insurance coverage or purchase such insurance coverage after the repairs have been completed. For seniors or very-low-income homeowners the insurance cost should not exceed the market value of the loan.
- Homeowners insurance is not a requirement for the Beautification and Paint/Shutter Loan Program.
- Flood insurance is required for CDBG/HOME/SHIP programs (properties defined within the Special Flood Hazard area).
- Adult(s) residing in the household not receiving income will be required to request a verification of non-filing of tax returns from the Internal Revenue Services.
- Chapter 7 Bankruptcy – two years must have elapsed since the date of the discharged bankruptcy. The applicant must have re-established credit or chosen not to incur new obligations. Provide a written explanation that led to the bankruptcy including copies of the discharge with all pages and schedules. All bankruptcies will be reviewed and a decision will be made on a case-by-case basis.
- The County reserves the right to deny encumbrances that prevents the County from protecting their interest.
- Total cash assets cannot exceed \$10,000. Retirement accounts for elderly and disabled applicants are not considered assets. However, for HOME, CDBG, and SHIP loans assets in excess of \$5,000 must include the income calculator the greater of (i) the actual income earned on those assets, or (ii) the income calculation using the current LIBOR rate as specified by US HUD.
- Applicant must submit all paperwork requested for financing. (See Attachment II)
- For CDBG/HOME loans; after rehabilitation, the value must not exceed 95% of the median purchase price for the area as published by US HUD.

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- The applicant must be either a low or moderate income person or family and the maximum household income cannot exceed the following chart:

HOUSEHOLD SIZE	MAXIMUM INCOME LIMIT* (SURTAX)	MAXIMUM INCOME LIMIT** (CDBG/HOME)	MAXIMUM INCOME LIMIT* (SHIP)
1	\$64,120	\$36,650	\$54,960
2	\$73,360	\$41,850	\$62,880
3	\$82,460	\$47,100	\$70,680
4	\$91,560	\$52,300	\$78,480
5	\$98,980	\$56,500	\$84,840
6	\$106,260	\$60,700	\$91,080
7	\$113,540	\$64,900	\$97,320
8	\$120,960	\$69,050	\$103,680

* Effective February 7, 2013
Subject to HUD Revision

**Effective March 15, 2013

* Effective February 7, 2013
Subject to HUD Revision

Income Inclusions and Exclusions for Eligibility Purposes for SURTAX/HOME/SHIP/CDBG/NSP

Annual Income Inclusions	Annual Income Exclusions
<p>Annual income inclusions defined under USHUD 24 C.F.R. Section 5.609(b) are listed as follows:</p> <ul style="list-style-type: none"> • The gross amount (before any payroll deductions) of wages, salaries, overtime pay, commissions, fees, tips and bonuses, and any other compensation for personal services received by all eligible household members; • the net income from the operation of a business or profession; • interest, dividends, and other net income of any kind from real or personal property; • the full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits; • payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; • welfare or other need-based payments to families or individuals that are made under programs funded separately, or jointly by federal, state or local governments; • periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; • all regular pay, special pay and allowances of a member of the Armed Forces; and • SSI income may be subject to federal restrictions which may limit its use. <p><i>Note:</i> Surtax allows for income averaging for the past two years for applicants that are self-employed, or earn commission, tips, bonuses, and overtime.</p>	<p>The most common types of excluded annual income include:</p> <ul style="list-style-type: none"> • Income from employment of children (including foster children) under the age of eighteen (18) years; • payments received for the care of foster children or adults; • lump-sum additions to family assets, such as inheritances, insurance payments; • reimbursement for the cost of medical expenses for any family member; • income of a live-in aid; • the full amount of student financial assistance paid directly to the student or to the educational institution; • the special pay to a family member serving in the Armed Forces who is exposed to hostile fire; • income from training programs funded by HUD; • temporary, nonrecurring or sporadic income (including gifts); • reparation payments paid by a foreign government to persons who were persecuted during the Nazi era; • income from earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding the head of household and spouse); • adoption assistance payments in excess of \$480 per adopted child; • deferred payments received in a lump sum; • Refunds or rebates for property taxes paid on the dwelling unit; or services and equipment needed to keep a developmentally disabled family member at home.

Income Inclusions for Credit Purposes

CREDIT DOCUMENTATION		
Surtax	HOME/CDBG	SHIP/NSP
Two (2) most recent Paystubs containing YTD information; if unsatisfactory or unable to provide will require Verification Of Employment (valid for (3) three months)	Verification of employment (valid for (90) ninety days).	Verification of employment (valid for 90 days from the date received. If the information is orally updated by the source, the VOE will remain in effect for an additional 30 days). Third Party Verification of Employment is required by SHIP, (attachment III)
Tax returns and W-2 for the previous two (2) years or IRS Form 1722 (which gives the applicant's income and filing status may be requested). Returns must be signed & dated by applicant.	Same as Surtax.	Same as Surtax.
If self-employed year-to-date, profit and loss statement as of the date of application.	Same as Surtax.	Same as Surtax.
Six (6) months of bank statements or bank's computer printout reflecting a balance for each month.	Same as Surtax.	Same as Surtax.
Tri-merged credit report (valid for 3 months)	Same as Surtax.	Same as Surtax.
Verification of Assets – Retirement Account	Same as Surtax.	Same as Surtax.

FUNDING SOURCES

SURTAX Single-Family Rehabilitation Loan Program

- If the Applicant's Total Debt to Income Ratio (TDI) is less than 45% repayment and terms shall be as follows:
 - 20-year fully amortized payment is assessed based on US HUD's AMI matrix. First payment is due and payable one month after completion of rehabilitation. A Certificate of Completion is required.
- If the Applicant's TDI is more than 45% repayment and terms shall be as follows:
 - 20-year loan term \$50.00 principal only per month is assessed. The remaining unpaid principal balance is forgivable after 20 years.
 - First payment is due and payable one month after completion of the rehabilitation. A Certificate of Completion is required.

SHIP Single-Family Rehabilitation Loan Program

Rehabilitation Loan Terms for General Population:

Non-elderly, non-disabled income-eligible applicants (meaning owners 61 and younger who have no disabled household members) are offered repayment terms dependent upon total debt to income ratio. Specifically at ratios exceeding 45%, the mortgage term is 20 years with a \$50.00 monthly payment. The remaining principal is forgivable after 20 years. For applicants whose total debt to income ratio is no greater than 45%, a payment is assessed in the form of an amortized

loan based on the HUD median income using an interest rate of 0 – 6% on a 20-year term.

Rehabilitation Loan Terms for Elderly and Disabled:

Elderly population applicants are defined as owners 62 and older who have no disabled household members. Repayment terms are dependent upon total debt to income ratio. Specifically at ratios exceeding 45%, the mortgage term is 20 years with a \$50.00 monthly payment. The remaining principal is forgivable after 20 years. For Elderly applicants whose total debt to income ratio is no greater than 45%, a payment is assessed in the form of an amortized loan based on the HUD median income using an interest rate of 0 – 6% on a 20-year term.

Disabled population applicants are defined as anyone in the household is disabled. For all disabled applicants the mortgage term is 20 years. Repayment terms are dependent upon total debt to income ratio. Specifically at ratios exceeding 45%, the mortgage term is 20 years with a \$50.00 monthly payment. For applicants whose total debt to income is no greater than 45%, a payment is assessed in the form of an amortized loan based on the HUD median income using an interest rate of 0-6% on a 20 year term.

First payment is due and payable one month after completion of the rehabilitation. A certificate of completion is required.

The SHIP proceeds repaid to the County will be used by the County for other SHIP assistance. In the event that the proceeds from the sale are insufficient to repay the outstanding SHIP subsidy, the County will recapture whatever proceeds are available after the first mortgage from a private lender (if any) has been repaid.

CDBG/HOME Rehabilitation Program

- The homeowner will be required to execute the HOME homeowner's written agreement. (HOME LOANS only)
- Loan terms and affordability periods are based on US HUD Home Investment per Unit and Minimum Affordability period. The loans are deferred and forgiven.
- Repayment and forgiveness of loan. The loan term and recapture provision will be based on the dollar amount of assistance received. The amount of the mortgage will be based on the HOME loan amount. Payments are not required on the mortgage unless the homeowner defaults on the stipulated agreement during the loan term. However, if the homeowner defaults on the stipulated agreements before the HOME loan term expire, the homeowner must repay PHCD a prorated share of the HOME loan. PHCD will provide zero percent (0%) interest, deferred payment, (____lien position) mortgage loan in an amount of up to \$_____ until the first to occur of the following events; (1) homeowners sells, transfers or disposes of the assisted unit (either by sale, transfer, bankruptcy or foreclosure, etc.) (2) The homeowner no longer occupies the unit as their principle residence, (3) the homeowner dies, or if married couple, the survivor dies, or (4) until the affordability period for this loan ends.
 - PHCD agrees to forgive a percentage of the original loan principle amount for each year after the date of such loan is executed, in which the Homeowner makes its principal place of residence the retrofitted property as defined in the HOME promissory note.
 - Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at the time of transfer, and (c) execute appropriate documents as required by Miami-Dade County.
- Homeowner Recapture Provision: recapture provisions are used to ensure that PHCD recoup all or a portion of the HOME assistance, if the assisted housing does not continue to

be the principal residence of the family for the duration of the period of affordability. In recapturing the HOME investment, the owner's investment (down payment and capital improvements are made by the owner since purchase) may be returned to the owner before recapturing the HOME investment.

- The TDTI is not applicable to CDBG/HOME funded programs.

Surtax Beautification Loan Program

- 5 year deferred/forgivable loan; forgiven 20% per year. The TDTI is not applicable; no monthly payment required.
- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.
- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: a) live in the property, b) earn no more than the maximum percentage AMI funding activity at time of transfer, and c) execute appropriate documents as required by Miami-Dade County.

Surtax Paint/Shutter Loan Programs

- Paint or Shutter – 5 years deferred/forgivable loan forgiven 20% per year. The TDTI is not applicable; no monthly payment required.
- Paint and Shutter – 10-year deferred/forgivable loan forgiven 1/10 per year. The TDTI is not applicable; no monthly payment required.
- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.
- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: a) live in the property, b) earn no more than the maximum percentage AMI funding activity at time of transfer, and c) execute appropriate documents as required by Miami-Dade County.

The County reserves the right to restructure loan payments.

LOAN INTEREST RATES

Surtax Single-Family Rehabilitation Loan Program

The loan interest rate is 0.00% – 6.00% (AMI); household below 80% of Median Income, interest rate is 0.00% – 3.00%; household between 81% and 140% Median Income, interest rate is 4.00% – 6.00%.

- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.
- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at time of transfer, and c) execute appropriate documents as required by Miami-Dade County.

SHIP Single-Family Rehabilitation Loan Program

The interest rate is 0.00 – 6.00% (AMI); households below 80% of Median Income, interest rate is 0.00% - 3.00%; households between 81% and 120% Median Income, interest rate is 4.00% to 6.00 %.

- If the owner sells the property, refinances, changes title, ceases to use the home as his primary residence, the balance of the loan shall become due and payable in full by the owner.

- Upon the death of the owner, the loan shall become due and payable in full unless ownership of the property passes to the heirs of owner and those heirs meet the following criteria: (a) live in the property, (b) earn no more than the maximum percentage AMI funding activity at time of transfer, and c) execute appropriate documents as required by Miami-Dade County.

CDBG/HOME Program

The interest rate is 0.00%; household must be 80% or below AMI.

Surtax Beautification Paint/Shutter Loan Program

The interest rate is 0.00%; household income not to exceed 140% AMI.

Security Instruments

- All loans shall be secured by a mortgage or similar security instrument.
- Any mortgage used as security for a loan may not be transferred or assigned by the owner to another person without the prior written approval by the County.
- For HOME funded activities the Homeowner must execute a HOME Homeowners Written Agreement.

Security Positions

- The rehabilitation loan may be subordinate to an existing mortgage if adequate equity is established on the property to be rehabilitated.

LOAN PROCESSING AND APPROVAL

All loans will be processed and underwritten according to the funding activity. All loans shall be reviewed, approved and denied by the PHCD Department Director or his/her designee. A Work-Write Up and Contractor/Homeowner Agreement will be required. The Lead Based Paint EPA Renovation, Repair and Painting Rule form will be required for CDBG/HOME and SHIP Funded Programs. The County reserves the right to deny encumbrances that prevent the County from protecting their interest.

SUPPLEMENTS

An additional rehabilitation supplemental loan may be approved by the PHCD Department Director or his/her designee when, during rehabilitation, work items which were not anticipated or are necessitated by change in local codes or ordinances, are subsequently required and the work exceeds the loan amount. The supplemental loan shall not exceed \$5,000. However in extreme, exceptional and hardship cases this limit may be waived by the PHCD Director or his/her designee.

WAITING LIST

All applications are submitted by homeowners to the Community Action & Human Services Department (CAHSD) and placed on a waiting list on a first-come, first-served basis. When funds become available applicants are selected from the top of the waiting list, the waiting list is maintained by date, the applicant expressing interest in the program. Each time a group of applications are selected from the waiting list, processing priority will be given to elderly and disabled applicants.

LOAN SERVICING

All loans will be serviced by the Loan Servicing unit in Public Housing and Community Development (PHCD). A \$100.00 loan servicing set up fee is required and included as part of the closing costs associated with the loan amount. Loan Fees and Cost are subject to change. Public Housing and Community Development reserves the right to sell the loan if deemed feasible by the Department.

LOAN FEES

All loan fees are included as part of the closing costs associated in the loan amount.

EFFECTIVE DATE

These guidelines take effect May 1, 2016. Any revisions or amendments will modify the effective date accordingly. Any changes/updates to the program requirements for any funding source, will be automatically incorporated into these guidelines.

Attachment I

MIAMI-DADE COUNTY SINGLE FAMILY LOAN PROGRAM DISABLED CERTIFICATION FORM

1. APPLICANT SECTION:

Name of the person applying for the loan:

Last Name: _____ First Name: _____ Mid: _____

Street Address: Apt. #: _____

City: _____ State: _____ Zip Code: _____ Home Phone: _____

Are you the person with a disability _____yes _____no?

If no, please specify who in your household has a disability (i.e. parent, spouse, child, etc.)

A. DESCRIBE THE TYPE OF ACCESSIBILITY THAT IS NEEDED such as: wheelchair ramp, lower kitchen counters, grab bars in shower or roll-in shower, wider doorways to get into bathroom or bedroom, etc.: (BE SPECIFIC)

B. DESCRIBE ANY ASSISTIVE TECHNOLOGY THAT IS NEEDED such as: products that enable people with disabilities to accomplish daily living tasks or assist them in communication. Examples: mechanical lifts for transfers, visual or tactile alerting systems, adapted appliances such as a front-loading washer or remote controlled appliances.

C. WOULD A CERTIFIED ENVIRONMENTAL ACCESSIBILITY CONSULTANT BE HELPFUL TO ASSESS THE NEEDS OF THE PERSON WITH A DISABILITY? If you are newly disabled, you might not know the types of structural or technological elements that would make your home more comfortable to you. A certified environmental accessibility consultant can help people with disabilities identify their specific needs and how those needs can be met. (The first visit with the consultant is free of charge.) _____yes _____no

2. APPLICANT'S RELEASE:

The following information is requested to determine disability certification for homeowners interested in participating with the Miami-Dade County CAHSD Single Family Rehabilitation Loan Program (SFRLP) and to receive disabled preference as per the guidelines of the program. I understand that the information about my disability contained in this application will be kept confidential and shared only with professionals involved in evaluating my eligibility. I certify that, to the best of my knowledge, the information in this form is true and correct. I understand that providing false or misleading information could result in my eligibility status being re-examined as well as prosecution to the maximum extent allowed by the laws of the State of Florida. I hereby authorize my medical representative to release any and all information required by the Miami-Dade County SFRLP regarding my medical condition for the purpose of determining my eligibility and preference to participate in the SFRLP.

Applicant's Signature: _____ Date: _____

If applicant is unable to sign this form, he/she may have someone sign and certify on applicant's behalf.

Signature for applicant: _____ Date: _____

Print Name: _____ Relationship to applicant: _____

If someone assisted the client to complete this form, please specify;

Name: _____ Relationship: _____ Phone: _____

If you need to have information given to you in an accessible format, please check one:

☐ Braille ☐ Large Print ☐ Audio ☐ Computer Disk (ASCII)

I understand to complete this application that I must obtain medical verification signed by a Florida licensed medical doctor (MD) or doctor of osteopathic medicine (DO) See page 3.

MAIL IN YOUR COMPLETED APPLICATION TO:

Single Family Rehabilitation Loan Program
Miami-Dade County Community Action & Human Services Department
701 NW 1st Court; 10th Floor
Miami, FL 33136
(786) 469-4730

MEDICAL VERIFICATION:

To be completed by a Florida licensed medical doctor (MD) or doctor of osteopathic medicine (DO)

Medical Practitioner's Letterhead or Prescription Form Requirement:

In order to process this applicant's request to become a certified disabled SFRLP participant, we require that the medical certification section of this form be completed, and a letterhead stationery or prescription form with the name and address of both the medical practitioner and the applicant be attached to this application.

A. INDICATE THE NATURE OF THE INDIVIDUAL'S DISABILITY

1. _____ MOBILITY IMPAIRMENT: *(Check as many as applicable)*
Type of wheelchair: ☐ Manual ☐ Motorized ☐ Scooter *(Three wheeled)*
Use of cane ☐ walker ☐ other ☐

2. _____ NEUROLOGICAL DISABILITY (Motor dysfunction.)

3. _____ VISUAL DISABILITY

4. _____ HEARING DISABILITY

5. _____ OTHER

- Do you believe your patient is a person with a disability which substantially limits one or more major life activities? _____ yes _____ no
- Do you believe this Miami-Dade program, which rehabilitates homes to provide greater access for persons with disabilities, will benefit your patient? _____ yes _____ no

IN SIGNING, I ACKNOWLEDGE THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION IN THIS EVALUATION FORM IS TRUE AND CORRECT. I UNDERSTAND THAT PROVIDING FALSE OR MISLEADING INFORMATION COULD RESULT IN THE REEXAMINATION OF THE ELIGIBILITY STATUS OF THE APPLICANT AS WELL AS PROSECUTION TO THE MAXIMUM EXTENT ALLOWED BY THE LAWS OF THE STATE OF FLORIDA.

Print or Type Name of Physician: _____

State of Florida License: _____

Signature: _____

Address, City, State, Zip Code: _____

Telephone / Fax: _____

The Single Family Rehabilitation Loan Program, funded through the Miami-Dade Department of Public Housing and Community Development and administered through the Miami-Dade Community Action & Human Services Department, is a program to help low income homeowners receive forgivable loans to fund home repairs. Part of this program is designed to help homeowners or members of their households who are disabled to obtain loans to cover the cost of removing barriers and installing accessibility features in addition to home repairs. Accessibility features may include wheelchair ramps, lowered counters, wider doorways, transfer lifts, wheelchair accessible showers, or adapted appliances. The goal of this program is to not only make repairs but also to enable people with disabilities to independently live in and enjoy the use of their own homes. To be eligible for funds dedicated to help people with disabilities, the applicant must be low income, disabled and also need accessible elements that have a direct relationship to their disability. If the applicant doesn't need accessibility but needs regular home repairs such as a new roof, they may qualify for a loan through the conventional part of the program. However, people with disabilities seeking removal of barriers and the installation of access features will be given higher priority and may qualify for additional funds.

If you have accessibility needs, please state clearly what you believe your needs are and what you need to enable you to independently use your home. If you have recently become disabled or don't know what accessibility modifications you need, you might want to consider working with a Certified Environmental Accessibility Consultant. The consultants have training and credentials which make them qualified to assess a person's specific needs as related to their disability. The consultants work with persons who are disabled, visit them in their homes, evaluate their needs and functional limitations, and make recommendations regarding home modifications and assistive technology designed to meet the applicant's needs. This service is free to the homeowner and the fee will not be added to the cost of the loan.

I understand the information provided to me and the specific criteria that will be used to evaluate my request.

Signature

Date

REQUIRED DOCUMENTATION

18. Valid Florida driver's licenses or State ID card for adults.
19. Warranty or quit claim deed of property.
20. Last four pay stubs; current retirement, un-employment compensation, social security award letter, pensions, if applicable.
21. Third party verification.
22. Copy of social security cards of homeowners.
23. Proof of US citizenship or current permanent legal residency.
24. Last 6 months bank statements, all pages and schedules.
25. Cash Contribution Form (i.e. regular family assistance, alimony, etc.)
26. Mortgage payment must be current and provide copy of mortgage statement.
27. Birth Certificates on all household members regardless of age. No Birth Cards accepted.
28. Last 2 years Income Tax Returns including W-2's, all pages and schedules. If tax return reflects business income, provide current profit or loss statement.
29. SSA -1099 form.
30. Proof of hazard insurance, flood insurance (if applicable) not required for the beautification loan program.
31. Utility Bills (light and water bill)
32. Copy of Discharged Bankruptcy including all schedules and pages
33. INCOME QUALIFICATION

Annual income is the gross amount of income anticipated to be received by all adults in a family during the twelve (12) months following the effective date of the income determination.

When calculating income, please note that HOME/CDBG, and SHIP funding require that the anticipated income be based on present income plus any income to be received in the next twelve (12) months. Once the income certification is completed by county staff, and executed by the PHCD administrator or designee, an award letter/commitment letter is issued. The commitment letter is valid for three (3) months. Surtax allows for income averaging for the past two (2) years for applicants who are self-employed; earn commission, tips, bonuses, and overtime.

Florida property laws do not legally recognize separation as it relates to property ownership. Consequently, when an applicant is legally married but does not currently reside with the spouse, the estranged spouse must sign the mortgage and the subsidy recapture provision, and his or her income must be counted as part of the annual household income. This always applies in cases of temporary separation when a spouse does not live in the house due to military service, attendance in college, offshore work, or other instances where a family member is temporarily residing in another location

In some situations, it seems clear that the applicant has no plan to reunite with the estranged spouse and the separation is permanent. The flexible nature of these programs is intended for local governments to determine the use of funds while ensuring accountability, to make a decision about a permanent separation and to obtain as many details as possible to document the subsidy recipient. In cases of permanent separation, the applicant and the estranged spouse maintain separate residences and file separate tax returns. The applicant must provide proof of separation by providing copies of the estranged spouse's IRS tax returns, driver's license, legal separation agreement, utility bills, etc. The estranged spouse does not need to be counted in the household size and his or her income should not be included in household income.

Required documentation when applicable:

14. Separated spouse to provide evidence of not occupying the subject property.
15. Self-employed individuals to provide current profit and loss statement.
16. Adult dependents to provide evidence of school transcript or employment.
17. Copy of divorce decree including all pages and property settlement agreement. Joint custody: the children live with the parent for fifty-percent (50%) of the year; the children should be included as the household members.
18. Child support payments; third party verification of regular cash contribution letter for non-ordered child support; if the applicant is not receiving court ordered child support, a letter from the Department of Revenue, Child Support Office is required.
19. Un-employment affidavit.
20. Copy of death certificate.
21. Adoption letter and assistance payments. Court ordered letters of guardianship/adoption will be required if applicant is not the birth parent of household members.
22. Any applicant seeking assistance, requiring assistance from family members or others must execute the PHCD authorization form.
23. Any other form of verification as required by funding.
24. School records to reflect the residing address of the property.

Exhibit B
Implementing Order

MIAMI-DADE

Implementing Order No.: 3-44

Title: Infill Housing Program Initiative

Ordered: **[[02/07/2017]]**

Effective: **[[02/17/17]]**

AUTHORITY:

The Miami-Dade County Home Rule Amendment and Charter, including among others, Section 1.01 and 2.02 A and Article VII Section 17-121 thru 17-128.1 of the County Code, as amended.

SUPERSEDES:

This Implementing Order supersedes Implementing Order 3-44 approved ~~[[April 6, 2010]]~~ >>February 7, 2017<<, effective as of ~~[[April 16, 2010]]~~ >>February 17, 2017<<.

SCOPE:

This Implementing Order establishes the process for the implementation and management of the Infill Housing Initiative Program (Infill Program) for Miami-Dade County whereby the procedures are established to carry out the goals of the Infill Program. Notwithstanding the foregoing, this Implementing Order may be supplemented by the Infill Program Guidelines established by Miami-Dade Public Housing and Community Development Department (the Department) and approved by the Board of County Commissioners (the Board). The County Mayor or the County Mayor's designee may amend the Program Guidelines, from time to time, provided that the amendments are not in conflict with the Code and this Implementing Order.

POLICY:

Article VII, Section 17-121 through 17-128.1, of the Code of Miami-Dade County creates a specific methodology for handling infill housing, including, but not limited to, the identification of property; acquisition, transfer and sale of property; reversion of title to the County in the event of non-performance; and forgiveness of liens. The various activities necessary to administer the Infill Program as well as the various agencies responsible for its implementation are outlined in this document. This Implementing Order also directs the creation of the Affordable Housing Review Committee (AHRC) and the Affordable Housing Selection Committee (AHSC) as defined herein.

The purpose of the Infill Program is to increase the availability of affordable homes for very low-, low- and moderate-income persons and households; maintain a stock of affordable housing, redevelop urban neighborhoods by eliminating the blight of vacant, dilapidated or abandoned properties, equitably distribute homeownership opportunities within the Infill Target Areas, and generate payment of ad valorem taxes. The Infill Program encourages the sale or transfer of County-owned properties to developers. The developers shall be required to build affordable homes to be sold to very low-, low- and moderate-income persons. Although the Infill Program is primarily designed to create affordable homeownership of single family homes, the County, under limited circumstances may, at its sole discretion, allow developers to rent these homes to qualified very low-, low- or moderate-income families.

Except as otherwise specified, the Department, or its successor department is charged with the overall responsibility of administering the Infill Program under this Implementing Order. The Department and all applicable County departments shall work together to expedite the implementation of the Infill Program and to avoid any impediments that may delay the administration of the Program.

DEFINITIONS:

Affordable: Where the rental payment or mortgage payment (including taxes and insurance) does not exceed 30 percent of the amount which represents the percentage of the median annual gross income for very low-, low- and moderate-income households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.

Capital Improvements: Documented commercially reasonable cost of structural improvements made to the Property by the Owner which increase the total square footage of the home.

Certificate of Qualification: A certificate or other document issued by the Department, its successor department or any other County or non-County agency that has been authorized by the Department to qualify households, establishing that a household is qualified to purchase an affordable Dwelling Unit.

Control Period: The 20-year period during which the Eligible Home must remain affordable. The Control Period begins on the initial sale date of the Eligible Home and resets automatically every 20 years for a maximum of 60 years, except that in the event the home is owned by the same owner for an entire 20-year period, said home shall be released from the affordability restrictions.

County Property: Property that is owned by Miami-Dade County.

Department: Miami-Dade Public Housing and Community Development Department or any successor department.

Dwelling Unit: A single-family residential unit, whether detached or attached to another such unit, that houses a single family and that can be sold in fee simple ownership.

Eligible Housing or Eligible Home: Any Dwelling Unit that is: (i) located on an infill parcel; (ii) constructed in accordance with this Implementing Order and the attached guidelines; (iii) used as the primary residence of an Eligible Household; (iv) has an individual utility meter for each of the utility services; and (v) sold as a fee simple property.

Eligible Person or Eligible Household: One or more natural persons or a family that has not owned or had an interest in a home during the previous three years and that has been determined by the County to meet the eligibility requirement of a very low-, low- or moderate-income household according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development (HUD) based upon the annual gross income of the household. The terms Eligible Person or Eligible Household shall also include one or more natural persons or a family who participates in one of the County's and other municipalities' affordable rental programs, including but not limited to the Section 8 Housing Choice Voucher or the Miami-Dade Homeless Trust Continuum of Care's Household Exiting Emergency Shelter, Transitional Housing and Domestic Violence programs and who has been determined by the County to meet the eligibility requirements of a very low-, low- or moderate-income household according to the income limits adjusted to family size published annually by HUD based upon the annual gross income of the household.

Impact Fees: Fees for Road, Fire and Emergency Services, Parks, Police and Educational Facilities that are paid as pre-development costs to help fund the additional expenses required for services for new development.

Infill Developer: Any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, not-for-profit agency, or any entity or combination of entities, excluding any governmental entity, that builds, or has been accepted by County to build, affordable housing through the Infill Housing Initiative Program. For these purposes, a community-based organization shall have among its purposes the provision of affordable housing to persons who have special needs or have very low, low income, or moderate income within a designated area, which may include a municipality or more than one municipality or the County, and maintains, through a minimum of one-third representation on the organization's governing board, accountability to housing program beneficiaries and residents of the designated area.

Infill Guidelines: Guidelines established by the Department for the Infill Program and approved by the Board of County Commissioners and/or County Mayor or County Mayors designee.

Infill Parcel: A parcel of surplus County-owned land included on the County's affordable housing inventory list established in accordance with Section 125.379(1), Florida Statutes or privately owned land, which is located within any infill target area and is suitable for the development of no more than four single-family homes (attached or detached).

Infill Target Areas: The areas of the County designated as the Urban Infill Target Area (UITA), as defined in Section 33G-3(26) of the County Code, and the Targeted Urban Areas (TUA), as defined in Section 30A-129(2) of the County Code. In addition, Infill Target Areas shall include those portions of Neighborhood Revitalization Strategy Areas not otherwise covered under the UIA and TUA. Any geographic locations in Miami-Dade County which are designated by the Federal Government as empowerment zones shall be included in the definition of TUA at the time of such designation.

Liens: Encumbrances placed on property by the County or other municipality for failing to maintain property or pay for services rendered, i.e. lot clearing, trash pickup, demolition of unsafe structure, etc.

Low-Income Household: One or more natural persons or a family that has a total annual gross household income that does not exceed 80 percent of the median annual income adjusted for family size for households within Miami-Dade County. With respect to rental units, the low-income household's annual income at the time of initial occupancy may not exceed 80 percent of the area's median income adjusted for family size.

Maximum Sale Price: Up to ~~[[\$205,000.00]]~~ >>\$235,000.00<< for County-owned properties and ~~[[\$245,000.00]]~~ >>\$245,000.00<< for Private Properties or such other amount set by the Board of County Commissioners, not to exceed an amount affordable at the maximum target income range set forth in Chapter 17, Article VII of the County Code of Miami-Dade County, taking into account family size; an annual fixed interest rate based on a thirty (30) year mortgage term; payment of up to five percent (5%) down payment by a Eligible Household; and an estimation of annual property taxes, assessments, loan insurance and financing fees, allowances for property maintenance and repairs, homeowners insurances, homeowner association fees, if any, and allowances for utilities. The sales price set forth herein, i.e. ~~[[\$205,000.00]]~~ >>\$235,000.00<< for County-owned properties and ~~[[\$245,000.00]]~~ >>\$245,000.00<< for Private Properties, shall remain the maximum sales price for said units for a period of one (1) year from the effective date of this Implementing Order. The Department Director

shall annually review the affordability of the sales price, and, in the event the Department Director determines that it is necessary to increase or decrease said sales price, the Department Director shall recommend a new sales price for approval by the Board of County Commissioners.

Moderate-Income Household: One or more natural persons or a family that has a total annual gross household income that does not exceed 140 percent of the median annual income adjusted for family size for households within Miami-Dade County. With respect to rental units, the moderate-income household's annual income at the time of initial occupancy may not exceed 140 percent of the area's median income adjusted for family size.

Private Property or Private Properties: Property that is not owned by Miami-Dade County is located in the Target Area, and has been admitted into the Infill Program.

Private Property Owner: A person or an entity that is approved by the Department to develop private property for the Infill Program subject to the Program Guidelines, and this Implementing Order. A private property owner may be a not-for-profit or a for-profit corporation placing Private Property in the Infill Program for development.

Rental Price: Rents that do not exceed the monthly fair market rent by bedroom size as applicable for Miami-Dade County and published by HUD.

Request for Proposals (RFP): A competitive solicitation to developers to provide experience, qualifications and development proposals for County-owned properties. At the Department's discretion, the RFP solicitation is advertised in local newspaper and open to all County-registered vendors in the developer trades who will undergo review of their qualifications in the RFP solicitation's selection process.

Resale Price Multiplier: The number calculated by dividing a property's initial sale price from the developer to the first Eligible Household by Area Median Income, designated by HUD for the Metropolitan Area of Miami-Dade County at the time of sale.

Resale Price Multiplier Calculation Example:

Original Purchase Price	\$175,000.00 (divided by)
Current HUD Area Median Income	\$48,100.00
Resale Price Multiplier	3.6383.00

State Housing Initiative Partnership (SHIP): The affordable housing program established pursuant to Section 420.90 et seq. of the Florida Statutes for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

Surtax Funds: The discretionary documentary surtax, which the County is authorized by Section 125.0167, Florida Statutes, to levy, for the purpose of establishing and financing the County's Local Housing Assistance Loan Trust Fund to assist in the financing of construction, rehabilitation or purchasing of housing for very low-, low- and moderate-income families.

Very-Low-Income Household: One or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income adjusted for family size for households within Miami-Dade County. With respect

to rental units, the very-low-income household's annual income at the time of initial occupancy may not exceed 50 percent of the area's median income adjusted for family size.

ROLES AND RESPONSIBILITIES:

Internal Services Department (ISD): As the County's official real property asset management agency, ISD shall identify County property that is not in use and prior to declaring the property surplus to County needs, provides notice to the Department of the availability of the property for the Infill Program for the Department to determine if suitable for Infill Housing.

Miami-Dade Public Housing and Community Development Department (Department): The Department is responsible for the administration of the Infill Program which includes: monitoring the construction, initial sale or rental (on a case by case basis) of homes constructed through the Infill Program. The Department is also responsible for administering the resale process during the Control Period and qualifying Eligible Households. The Department may provide second mortgage to qualified first time homebuyers.

Housing Finance Authority (HFA): HFA provides low interest rate mortgages and financial assistance to first-time very low-, low- and moderate-income homebuyers. In coordination with its non-profit partner, Miami Dade Affordable Housing Foundation, Inc., the HFA also provides homebuyer education and certification.

Miami-Dade Economic Advocacy Trust (MDEAT): MDEAT administers the Homeownership Assistance Program (HAP) which provides very low-, low-, and moderate-income families with down payment and closing cost assistance.

Miami-Dade County Homeless Trust (Homeless Trust): The Homeless Trust administers the Household Exiting Emergency Shelter, Transitional Housing and Domestic Violence program.

Affordable Housing Review Committee (AHRC): ~~The Affordable Housing Review~~ AHRC's function is to review property to determine whether it is suitable for infill and/or affordable housing development.

Affordable Housing Selection Committee (AHSC): The AHSC's function is to evaluate and score proposals received in response to RFP solicitations from developers; and to recommend award to the County Mayor or County Mayor's designee of proposals received by the Department in response to RFP solicitations from developers.

PROGRAM INCENTIVES:

Availability of County Property: The County will make available buildable land to Infill Developers, free and clear of all liens, as provided in this Implementing Order.

Impact Fees: New homes constructed through the Infill Program may qualify to have impact fees for road, fire and emergency services, parks and police services, refunded once a restrictive covenant has been recorded on the property stating that the property will remain affordable during the Control Period, and the home has been completed and sold to a very low- or low-income household.

Building Permit Expedite Process: Building permit applications for homes being built in the Unincorporated Municipal Service Area (UMSA) through the Infill Program qualify for the Building Department's expedite process. The developer must provide the Regulatory and Economic Resources Department (RER), written proof that the home is being built through the Infill Program.

Financial Assistance: Various County departments including the Department, HFA and MDEAT offer financial assistance to qualified homebuyers in the form of low interest loans which may include Surtax, State Housing Initiative Program (SHIP), Community Development Block Grants, HOME Investment Partnership funds, and other applicable funds.

Lien Releases: County liens and citations placed on property prior to the Infill Developer acquiring the lot may be released, provided the Infill Developer proffers all of the required restrictive covenants and deed restrictions in the Warranty Deed or such other instrument conveying title to the Dwelling Unit, after the sale to an Eligible Household.

Reduced Real Estate Taxes: The assessed value of the homes constructed through the Infill Program will be adjusted during the Control Period once a declaration of restrictive covenants has been recorded in the public records stating that the home must remain affordable.

Municipal Liens: In accordance with Resolution No. R-1004-14, the County Mayor or the County Mayor's designee will negotiate to the extent possible, inter local cooperation agreements with those municipalities where Infill Parcels are located to ensure the timely waiver and/or release and satisfaction of municipal liens and shall present all such agreements to the Board for committee review for its consideration.

THE INFILL PROGRAM PROCESS:

Identifying and Circulating Lots:

ISD is responsible for identifying lots. The Department is responsible for circulating the inventory of County property located in the Infill Target Areas and are appropriately sized, residentially zoned, designated for residential use in the County's Land Use Map, or located adjacent to residential, to other County departments and municipalities.

Affordable Housing Review Committee (AHRC):

The AHRC reviews, at no cost to the Department, County property identified by the Department as having the potential of being developed with affordable housing. The AHRC is chaired by the Department Director or designee, and is comprised of representatives from various County agencies, including ISD, Public Works Department,

Water and Sewer Department, Finance Department, the Department, and any other departments deemed necessary by the County Mayor or the County Mayor's designee to review Infill parcels being considered for the Infill Program.

The AHRC will review each property to determine whether they generally meet the minimum requirements for potential development and shall make one of the following determinations:

1) Appropriate for Infill Housing Development:

A property or parcel in the Infill Target Areas which can generally be developed with four or less Dwelling Units. The Department will include these properties in a RFP solicitation process.

2) Not Appropriate for Infill nor Affordable Housing development:

Properties determined by AHRC as generally unsuitable for housing development. Such parcels are addressed through the surplus process as dictated by Administrative Order No. 8-4.

Developer's Experience, Qualifications and Request for Proposal (RFP) Solicitation:

Developers experience, qualifications and other evaluation criteria are reviewed as part of the RFP solicitation process or as otherwise required for participation in the Infill Program. Minimum requirements include, but not be limited to the following:

- 1) Relevant experience, qualifications, past performance and length of time in business;
- 2) Relevant experience and qualifications of key personnel, including key personnel of subcontractors, which will be assigned to the project, number of employees, and experience and qualifications of subcontractors;
- 3) Past performance on similar housing projects;
- 4) Financial strength and ability to provide start-up operations.
- 5) Financial capacity to build the homes;
- 6) Sample Marketing plan and skills to reach out to Eligible Households;
- 7) Provide project budgets, architectural plans, project schedules, operation of property and meeting time schedules; proposed sales price consistent with program sales cap;
- 8) Specific key tasks necessary to concurrently develop multiple lots to complete on time and within budget;
- 9) Contracts (past and current) with the County and describe if developer met project goals, timelines, and within budget;
- 10) Payment of County real estate taxes, code compliance liens and other County fees when due.

Recommendation of RFP solicitation awards are made by the AHSC. The AHSC members are appointed by the County Mayor or the County Mayor's designee and is comprised of representatives from ISD, the Department, Public Works, Water and Sewer Department, RER, and any other departments deemed necessary. The County Attorney's Office shall serve as legal advisor to the AHSC.

Proposals for additional work through the Infill Program will not be considered from developers (including Private lot owners) due to poor performance on any work issued or any other County award(s), failure to accept awarded lots, being in arrears in obligations to the County, (including but not limited to real estate taxes, County and municipal code

violations or citations, etc.) and any other reason(s) specified by County Deeds, contracts, policies and procedures.

Availability of County Property:

County property that has been deemed to be generally suitable for Infill housing by AHRC is submitted to the Board of County Commissioners (the Board) for their approval and is included on the County's affordable housing inventory list established in accordance with Section 125.379, Florida Statutes. Once approved for infill housing, the property is offered to Proposers through a competitive Request for Proposals (RFP) solicitation process that encourages a mix of housing prices affordable to very low-, low- and moderate-income households. When applicable, consideration for award to an Infill Developer also takes into account the status of Infill Parcels previously awarded to the Infill Developer and the Infill Developer's past performance in the Infill Program, including but not limited to whether Infill Developer successfully and timely developed properties in accordance with the requirements of the Infill Program. The Proposals are evaluated and recommended for conveyance to the developer via Board Resolution then a County Deed(s) is executed by the Chairperson or Chairperson's designee of the Board.

Prior to submitting Proposals for RFP's, or prior to receipt of conveyed lots awarded through other means, Proposers/developers shall perform detailed reviews and evaluations to determine that lots are buildable for their intended use and within the maximum sale price. The Infill Program has no reimbursement provisions to assist Infill Developers with the costs to develop Infill homes: the costs are borne solely by the Infill Developers.

At the sole cost to the Infill Developer, County-owned lots conveyed to Infill Developers may require zoning hearings, Environmental Quality Control Board hearings, tree permits, water and sewer extensions (and possible upgrades to meet Water and Sewer permit requirements such as new water line sized for new development), Florida Department of Health approvals, (if septic tanks are required), right-of-way and other dedications, platting, unity of title, grading, fill, sidewalks, driveway aprons, etc. Further, the Infill Developer should perform a title search to ensure there are no easements that may place a cloud on title of the lot, mortgage(s), and other encumbrances on the land. The Infill Developer accepts all associated costs to clear title and develop the property. The County does not warrant title of the lots that it conveys to the Infill Developers and therefore, the Infill Developer is recommended to perform a quiet title action.

Municipalities or local governments may have unique zoning requirements and/or charrettes that may require additional requirements to be placed on the building plans. In other-words, a "cookie cutter" plan may work in one part of the County, but not in other parts. Code upgrades and site plans will require plan re-submissions.

Land surveys and underground radar investigation are recommended prior to development of the awarded lots to ensure that there are no encroachments that may delay or inhibit development. If the Infill Developer awarded County-owned lots discovers issues that make the development of the lot too expensive or too time consuming to cure, Infill Developers may return said lot(s) to the County; however there is no refund of any fees paid to the County that conveyed said lot(s) to the Infill Developer. Developers who elect to return Infill Lots will be required to provide an updated title search and provide proof that real estate taxes and other encumbrances such as open permits are closed out and paid in full.

After the County Mayor or the County Mayor's designee has approved the award recommendation by the Affordable Housing Selection Committee (AHSC), the properties shall be conveyed to the Infill Developer via Board Resolution and County Deed(s)

executed by the Chairperson or Vice-Chairperson of the Board. At a minimum, the County Deed(s) shall include the following deed restrictions and reversionary provisions:

- 1) The property shall be developed with an affordable home within two years of the conveyance of such property or such other time as may be determined at the sole discretion of the Board of County Commissioners;
- 2) The Eligible Home(s) shall be sold to an Eligible Household;
- 3) The Eligible Home shall meet the Minimum Unit Space Requirements, defined herein;
- 4) The price of the Eligible Home shall not exceed the maximum sale price set herein or as may be set by the Board or the appraised value whichever is less;
- 5) The developer shall require that the Eligible Household purchasing the Eligible Home execute and record simultaneously with the deed of conveyance the County's Affordable Housing Restrictive Covenant;
- 6) The County, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions;
- 7) In the event a developer obtains a construction loan or other financing in order to develop the property, such construction loan or other financing shall be subject to the County's deed restriction. Prior to closing on such construction loan or other financing, the developer, the lender and the County shall execute an agreement approved by the County Attorney's Office, that requires the lender or subsequent purchaser of a property to develop the property in accordance with this Implementing Order and the deed restrictions set forth in the County Deed. Notwithstanding any default, foreclosure by the lender, deed in lieu of foreclosure, or subsequent transfer of the property resulting from the foregoing, the restrictions set forth in the County Deed shall remain in full force and effect, and shall constitute a restrictive covenant which shall run with the land, notwithstanding any other term herein. In the event the developer applies for a loan from the County, the County Mayor or the County Mayor's designee shall ensure that such loan will be subject to the requirements of this Implementing Order.
- 8) The restrictive covenants required herein will bind the applicant, any assignee, mortgagee, or buyer, and all other parties that receive title to or interest in the property. These covenants shall be senior to all instruments securing permanent financing and shall bind all assignees, mortgagees, purchasers and other successors in interest unless due to the requirements of such permanent financing, such as financing from the Federal Housing Administration, the Housing Director agrees to subordinate such covenants.

Upon satisfaction of the deed restrictions by the developer, the County shall record an instrument in the public records of Miami-Dade County, Florida, releasing the property from such deed restrictions.

If the Infill Developer is unable to complete the home within the prescribed timeline, the Infill Developer may submit a "Request for Extension" application to the Department, which shall review the request and make a determination as to whether the request meets criteria established to grant extensions. Extensions shall be approved only by the Board of County Commissioners. If the request is granted, then the County Mayor or the County Mayor's designee shall execute an instrument approved by the County Attorney's Office granting the extension. Such instrument shall be recorded in the public records of Miami-Dade County, Florida. If the request is denied, the County, at its sole option, may exercise its reversionary interest in the property. Should the County exercise its reversionary interest, the Infill Developer shall forfeit all rights to the property, including any construction of any infrastructure or any improvements in, on, to, or under the land, without recourse to recover any costs of said construction. The Infill Developer shall be required to convey the property to the County by quit claim deed or other instrument.

Failure to convey the property back will result in legal action against the developer.

MONITORING DEVELOPMENT:

Construction Loan:

In the event a developer requires a construction loan or other financing from a third party lender in order to develop the property, such construction loan or other financing shall be subject to the County's deed restriction. Prior to closing on such construction loan or other financing, the developer, the lender and the County shall execute a Tri-Party Agreement, approved by the County Attorney's Office, that requires the lender or subsequent purchaser of a property to develop the property in accordance with the County Code and the deed restrictions set forth in the County Deed. Notwithstanding any default, foreclosure by the third party lender, deed in lieu of foreclosure, or subsequent transfer of the property resulting from the foregoing, the restrictions set forth in the County Deed shall remain in full force and effect, and shall constitute a restrictive covenant which shall run with the land, notwithstanding any other term herein; provided however the covenants required herein shall not be senior to any instrument securing permanent financing from the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such covenants, the control period and other restrictions on the Eligible Home shall not survive any foreclosure in accordance with such senior lender's guidelines and restrictions. In the event the developer applies for a construction loan from the County, such as one funded through Surtax or other County affordable housing funding program, the County Mayor or the County Mayor's designee shall ensure that such loan will be subject to the requirements of the County Code.

The Department is responsible for monitoring the progress of development, and assisting developers, to the extent possible, with resolving problems that they encounter with the various regulatory agencies.

Monitoring Construction:

Regulatory and Economic Resources (RER) and other County departments (Public Works, Water and Sewer, etc.) will approve developers' building plans for compliance with Florida Building Code and other applicable Codes (Codes). Inspections to confirm Code compliance during construction will be provided by RER and other County Departments. RER inspects building components during construction at the property, such as structural, plumbing, electrical, mechanical, roofing etc. A Certificate of Occupancy (CO) is issued by the County when construction has been completed, inspected, and approved.

QUALIFYING ELIGIBLE HOUSEHOLDS:

Every Dwelling Unit created as a result of the Infill Program must be sold to an Eligible Household to be used as their own primary residence. A household is deemed qualified once the following requirements have been met:

- **Homeownership Counseling:**

The Eligible Household must complete a homeownership training course through a participating counseling agency that provides financial management, credit counseling and other related technical services to participating families for the purpose of financing a single-family home and has received a certificate verifying that they have successfully completed the course.

- **First Time Homebuyer Requirements:**

The Eligible Household must be a first-time homebuyer. A first-time homebuyer is an individual who meets any one of the following criteria:

- 1) An individual who has had no ownership interest in a principal residence during the three year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers);
- 2) A single parent who has only owned a home with a former spouse while married;
- 3) An individual who is a displaced homemaker and has only owned with a spouse; or
- 4) An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.

Income Verification:

The Eligible Household must have obtained a loan commitment from the Department or other Miami-Dade County lending partner, stating the average median income of the household and their family size. The income level of the household shall be based on the income limits published annually by HUD, adjusted by family size.

Certification of Eligible Households:

The Department or other designated agency of the County will issue certificates of qualification to households that have completed the required homeownership training course and have been determined to meet the income limits of a very low-, low- or moderate-income household. Households that have received a certificate of qualification from other County or non- County agencies that have been authorized by the Department to qualify households are also eligible to purchase a Dwelling Unit through the Infill Program.

AFFORDABILITY CONTROLS:

Maximum Sale Price of Affordable Home:

The maximum sale price for an Eligible Home shall be published annually by the Department or other designated agency of the County on the County's website. The initial sale or resale price of all Eligible Homes constructed through the Infill Program shall not exceed the maximum affordable housing sale price or the appraised value, whichever is lower, at the time of sale.

Declaration of Restrictive Covenant:

Simultaneously with the recording of the deed on the initial sale or resale of the Eligible Home, the initial homebuyer shall be required to sign and record a declaration of restrictive covenant running with the land, approved in form by the Director of the Department, the County Attorney's Office, and the Property Appraiser's office, and sufficient for recording in the public records of Miami-Dade County, Florida, encumbering the individual property specifying the restrictions on the property and shall include the following:

- 1) That the Declaration of Restrictive Covenants shall bind the buyer, mortgagor, and all other parties that receive title to or an interest in the property for a minimum

of 20 years;

- 2) The Eligible Home shall be resold solely to Eligible Households or Eligible Persons who have obtained a certificate of qualification confirming that such households or persons meet the eligibility requirements of a very low-, low- or moderate-income household, as defined in the Miami-Dade County Code and in this Implementing Order;
- 3) Owners shall occupy the home as their primary residence and shall not lease the property or any portion thereof;
- 4) Prior to any resale or refinancing of the home, the owner of record shall obtain prior written approval from the Department;
- 5) The Eligible Home shall not be resold for more than the maximum resale price and where applicable, the maximum capital improvement cost, as defined herein;
- 6) The County reserves its right of first refusal to purchase the property prior to or at the end of the Control Period, if it becomes available for purchase and there are no Eligible Households or Eligible Persons to purchase said Eligible Home; and
- 7) That the Declaration of Restrictive Covenants shall be senior to all other liens or encumbrances on the property including all instruments securing permanent financing, except that tax and assessment liens shall be superior to these covenants. In the event of foreclosure by a first mortgagee, the County may satisfy any outstanding mortgages and take title to the home. The County may enter into an agreement with the lender and the developer to allow, under certain circumstances, the lender to complete the project in accordance to this Implementing Order.

Assessed Value Adjustments:

To ensure that the assessed value of the Eligible Home takes into account the aforementioned restrictions, the Department shall submit a copy of the recorded covenant to the Property Appraiser's Office after closing. Upon receiving said covenant, the Property Appraiser's Office shall make a notation in the records available to the public that the Eligible Home is subject to affordable housing restrictions and will adjust the assisted value accordingly.

Resale of Home:

Any Eligible Household that intends to sell their Dwelling Unit prior to the expiration of the Control Period shall provide written notification to the Department or other designated agency of the County. The Eligible Home can only be resold to another Eligible Household or Eligible Person. The resale price of said Eligible Home shall not exceed the maximum resale price which is calculated by multiplying the current area median income by the resale price multiplier stated in the affordable housing restrictive covenant. Capital improvement costs for certain property capital improvements may also be added to the sales price, at the discretion of the Department. Any such improvements must be permanent and substantial in nature and not for decorative or maintenance purposes. Before closing a sale, the seller of the Eligible Home shall submit to the Department for approval.

- 1) A copy of the proposed sales contract;
- 2) A signed copy of the buyer's certificate of qualification;

- 3) An affidavit signed by the seller and the buyer attesting to the accuracy of all documents and conditions of the sale.
- 4) Documentation for any capital improvements.

No resale of an Eligible Home shall be considered to be in compliance with the County Code until all required documents and affidavits have been submitted to and approved by the Department. The Department shall either approve or disapprove all required documents and affidavits in writing, after receiving all required documents. Applicants that are denied shall be provided reasons for such disapproval in writing and an opportunity to correct any deficiencies.

Notwithstanding the provisions set forth herein, any Eligible Home that is owned for the entire Control Period by the same individual(s) is automatically released from the Declaration of Restrictive Covenants.

Further, no sale, transfer or foreclosure shall affect the validity of the covenants except as expressly set forth in the provisions of this article. Notwithstanding the foregoing, the covenants required herein shall not be senior to any instrument securing permanent financing from the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such covenants, the control period and other restrictions on the Eligible Home shall not survive any foreclosure in accordance with such senior lender's guidelines and restrictions.

Capital Improvements:

Costs for capital improvements that are eligible for consideration to be added to the allowed "Maximum Resale Price" limit shall be documented reasonable costs for major structural or building envelope improvements including a complete re-roofing, replacement of all existing windows and doors and increasing the total square footage of the home.

At the sole discretion of the Department, substantial rehabilitation including upgrades to kitchen, bathrooms and flooring such as new energy star appliances, replacement of kitchen cabinets to wood and granite tops, replacement of flooring to ceramic/porcelain tile and upgrades to electrical, plumbing and HVAC, including replacement of central air-conditioning with high SEER rating, may be considered as capital improvements.

Documentation of reasonable costs shall be in the form of paid receipts provided by the owner/developer to the Department, which documents the itemized cost and date of improvements made after sale of the home.

Exception for foreclosure or abandonment, only:

When an infill home:

- 1) is abandoned by original buyer or;
- 2) is foreclosed and;
- 3) is dilapidated and;
- 4) the receiver/new owner wishes to substantially rehabilitate the home;
- 5) the County may, at its sole discretion, allow some or all of the substantiated rehabilitation costs to be added to the resale amount, not to exceed the current sales cap or appraised value, whichever is less.

Prior to beginning any capital improvements/rehabilitation, the owner shall submit in writing to the Department, the intended scope of work for preliminary approval. All work shall be permitted through the appropriate agency having jurisdiction. Following the completion of the work, proof that the permit has been closed shall be provided to the Department with other required documentation.

PRIVATE PROPERTY:

The County may encourage private property owners to develop their properties in accordance with the requirements of the Infill Program through the forgiveness of liens and other incentives offered through the Infill Program.

In order to participate in the Infill Program each private property owner shall submit an application to be processed through the Department. The Department will review the Private Property and shall determine whether such property is located within the Infill Target Areas. Other factors, including, but not limited to, availability of second mortgage funds for Eligible Households and market conditions may be taken into consideration when determining whether to accept private lots into the Infill Program. In order to be accepted into the Infill Program, the Department will provide an approval letter stating the specific terms and conditions that must be met by the private property developer. The letter shall include at a minimum the following:

- 1) That the property shall be developed with an eligible home(s) within the time allowed by the Board from the date such agreement is executed by the County and the private property owner or such other time as may be determined at the sole discretion of the County Mayor or the County Mayor's designee;
- 2) That the Eligible Home(s) shall be sold to an Eligible Household;
- 3) That the Eligible Home shall meet the Minimum Infill Unit Space Requirements
- 4) That the sales price of the home shall not exceed the maximum sales price set by the County for affordable housing;
- 5) That the developer shall require that the qualified household purchasing the Eligible Home execute and record with the deed of conveyance the County's Affordable Housing Restrictive Covenant.
- 6) Other Infill Program requirements, as applicable.

Once all of the aforementioned requirements and other applicable requirements have been met, the Infill Developer shall qualify to have eligible County liens of record released. The Department will coordinate the releases of said liens with the issuing agency.

Failure to comply with these requirements and other applicable requirements will result in the removal of the private property from the Infill Program and forfeiture of any rights to have County liens released and/or other Infill Program benefits i.e. Impact Fee waivers.

RENTAL OF HOUSING UNITS:

The County Mayor or the County Mayor's designee in their sole discretion, such as a substantial downturn in the real estate market, may allow developers to rent Eligible Homes on a temporary basis if the developer can demonstrate to the County's satisfaction that they have made a good faith effort to sell the Eligible Home. The term "good faith effort" shall include but is not limited to marketing of the Eligible Home by listing the home on the multiple listing service for a minimum of three months, placing a "For Sale" sign on the property, and reducing the original asking price by a minimum of 5 percent. In the event the developer is able to demonstrate that it has used good faith efforts to sell the Eligible Home and the County permits the rental of said home, the County shall require the developer to rent the Eligible Home to families who are eligible participants in one of the County's or other local municipality's rental housing assistance programs, including but not limited to, the Section 8 Housing Choice Voucher (HCV) Program administered by the Department or the Household Exiting Emergency Shelter,

Transitional Housing and Domestic Violence programs administered by the Homeless Trust. The County shall determine prior to authorizing a developer to rent an Eligible Home whether the rental of said home is consistent with all applicable state and federal laws and regulations.

Upon the County's approval permitting an Infill Developer to rent an Eligible Home, each developer shall be required to comply with all applicable federal and state housing laws and regulations. Developers shall also be required to rent the Eligible Homes for a minimum of one year and will not be permitted to sell said Eligible Home during the first year it is rented, unless it is sold to the existing tenant.

In the event the County authorizes a developer to rent an Eligible Home, the County Mayor or the County Mayor's designee shall record an instrument in the public record of Miami-Dade, Florida to extend the term of the deed restrictions contained in the County Deed.

Failure by the developer to seek and receive an approval from the County to rent an Eligible Home shall be deemed a violation of the program and the County Mayor or County Mayor's designee, at their sole discretion, may take appropriate enforcement action, including but not limited to the exercise of the County's reversionary interest.

PROGRAM FEE SCHEDULE:

A schedule of fees is hereby established to offset the costs of administering the Infill Program by the Department. The fees shall be as follows:

Closing Processing Fee (per lot): (Developer is responsible to pay public records recording fees, stamps and certified copy fees.)	\$2,500. For each conveyed lot
Private Lot Application:	\$250.
Temporary Rental Application:	\$200.
Extension Requests per folio/lot. (Includes recording fee.)	\$60.
When the Board's approval is required because Infill Developer missed the required extension submittal deadline.	\$300.
Release of Lien Request Application Fee: (Includes public records recording fees.)	\$500.

Infill Housing Program Release of County Liens and Citations:

Cumulative Value of County Liens & Citations	For- Profit- Corporations (\$500. Fee Plus below amounts)	Not- For- Profit Corporations (Fee Only)
\$1 to \$9,999	\$300.	\$500.
\$10,000 to \$19,999	\$500.	\$500.
\$20,000 to \$29,999	\$700.	\$500.
\$30,000 to 49,999	\$900.	\$500.
\$50,000 and over	\$1,200.	\$500.

The Department Director shall annually review the schedule of fees, and, in the event the Department Director determines that it is necessary to increase or decrease such fees, the Department Director shall recommend a schedule of fees for approval by the Board of County Commissioners.

ENFORCEMENT ACTIONS:

In the event it is determined that any Infill Developer or Eligible Household participating in the Infill Program has violated any of the restrictions in the deed or covenant, the County Mayor or the County Mayor's designee shall take appropriate action to enforce the restrictions set forth in the County Deed and the Affordable Housing Restrictive Covenant. In the event the County Mayor or the County Mayor's designee is not successful in getting the Infill Developer or the Eligible Household to comply, the County Mayor or the County Mayor's designee shall notify the County Attorney's Office and request that they initiate civil action against the Infill Developer or Eligible Household.

REPORTING PROVISIONS:

The County Mayor or the County Mayor's designee shall submit an annual report to the Miami-Dade Board of County Commissioners concerning compliance with the provisions of the County Code. This annual report shall include but not be limited to (i) a list of lots made available to developers and private lots that were included in the Infill Housing Initiative Program, (ii) number of homes built and sold or rented to qualified households, (iv) a summary of the amount of liens released on County and private property and (v) legal actions taken against developers or Eligible Households who violate County Code. The completed report required by this section shall be placed on an agenda of the Board pursuant to Ordinance No. 14-65.

Additionally, in accordance with Resolution No. R-1004-14, if the County Mayor or the County Mayor's designee is unable to successfully negotiate the terms of interlocal cooperation agreements with those municipalities where Infill Parcels are located, the County Mayor or the County Mayor's designee prepare and submit a report to the Board of County Commissioners detailing the status of the negotiations.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by the County Attorney as
to form and legal sufficiency _____



Delivering Excellence Every Day

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES



**Public Housing and Community Development
Infill Housing Initiative Program
701 NW 1st Court, 16th Floor
Miami, FL 33136
786-469-4226**

Revised March 11, 2019

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

I. PURPOSE

The purpose of the Infill Housing Program (Infill Program) is to increase the availability of affordable homes for very low-, low- and moderate-income persons and households, maintain a stock of affordable housing; redevelop urban neighborhoods by eliminating the blight of vacant, dilapidated or abandoned properties; equitably distribute homeownership opportunities within the Infill Target Areas, and generate payment of ad valorem taxes. The Infill Program shall encourage the sale or transfer of County-owned properties to Infill Developers. The Infill Developers shall be required to build affordable homes to be sold to very low, low- and moderate-income persons. Although the Infill Program is primarily designed to create affordable homeownership of single family homes, the County, under limited circumstances, at its sole discretion, may allow Infill Developers to rent these homes to qualified very low-, low- or moderate-income families.

The Infill Program Guidelines (Infill Guidelines) summarize the Infill development process and requirements to be followed by Developers. The Infill Guidelines are reviewed periodically to update Infill Developer and departmental responsibilities, recommendations and improvements, and other necessary changes as the program evolves. Other documents governing the Infill Program include Miami-Dade County Code (Code), Implementing Order (IO) No: 3-44, Infill Developer County Contract, and Florida Statute Chapter 17, Article VII, Infill Housing Initiative. Additional requirements will also apply as indicated in Request for Proposal (RFP) solicitations.

The Department may amend the Infill Guidelines, from time to time, as approved by the County Mayor or the County Mayor's designee.

For County-owned lots, or private lots accepted into the Infill Program, the latest published Infill Guidelines shall be applicable at time of conveyance provided lots are developed within two years of conveyance. Otherwise, the latest Infill Guidelines that apply shall be as of date of certificate of occupancy (CO).

<http://www.miamidade.gov/housing/library/guidelines/infill-housing.pdf>

II. DEFINITIONS

Affordable: Where the rental payment or mortgage payment, including taxes and insurance, does not exceed 30 percent of the amount of the median annual gross income for very low, low and moderate-income Qualified Households. However, it is not the intent to limit an individual Qualified Household's ability to devote more than 30 percent of its income for housing. Housing for which a Qualified Household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the Qualified Household can afford mortgage payments in excess of the 30 percent benchmark.

Certificate of Qualification: A certificate issued by the Department or any other County or outside agency that has been authorized by the Department to qualify Qualified Households, establishing that the household is qualified to purchase an affordable Dwelling Unit.

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Compliance Certificate: A certificate issued by the Department stating that the proposed conveyance, sale or transfer of the property to the selected purchaser is in compliance with the rights, restrictions, covenants, and agreements contained in the Affordable Housing Restrictive Covenant running with the land.

Control Period: The 20-year period during which the eligible home shall remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every 20 years for a maximum of 60 years, except that in the event the home is owned by the same owner for an entire 20-year period, said home shall be released from the affordability restrictions.

County Property: Property that is owned by the Miami-Dade County (County).

Department: Miami-Dade Public Housing and Community Development or its successor department.

Dwelling Unit: A single-family residential unit, whether detached or attached to another such unit, that houses a single family and that can be sold in fee simple ownership.

Eligible Housing or Eligible Home: Any dwelling unit that is: 1) located on an Infill parcel; 2) constructed in accordance with these guidelines and other applicable requirements; 3) used as the primary residence of a Qualified Household; (4) has individual utility meter(s) for each of the utility services; and (5) sold as fee simple property.

Eligible Person or Eligible Household: One or more natural persons or a family that has not owned or had an interest in a home during the previous three (3) years and that has been determined by the County to meet the eligibility requirement of a low, or moderate income Qualified Household according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development (HUD), based upon the annual gross income of the Qualified Household. The terms Eligible Person or Eligible Household shall also include one or more natural persons or a family who participates in one of the County's and other municipalities' affordable rental programs, including but not limited to the Section 8 Housing Choice Voucher or the Miami-Dade Homeless Trust Continuum of Care's Household Existing Emergency Shelter, Transitional Housing and Domestic Violence programs and who has been determined by the County to meet the eligibility requirements of a very-low, low or moderate income Qualified Household according to the income limits adjusted to family size published annually by HUD based upon the annual gross income of the Qualified Household.

Impact Fees: Fees for road, fire and emergency services, parks, and police that are paid as pre-development costs to help fund the additional expenses required for services for new development.

Infill Developer: Any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, not-for-profit agency, or any entity or combination of entities, excluding any governmental entity involved in property development, that builds, or has been accepted by County to build, affordable housing

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through the Infill Program. For these purposes, a community-based organization shall have among its purposes the provision of affordable housing to persons who have special needs or have very low-, low- and moderate-income within a designated area, which may include a municipality or more than one municipality or the County, and maintains, through a minimum of one-third representation on the organization's governing board, accountability to housing program beneficiaries and residents of the designated area.

Infill Parcel: A parcel of surplus County-owned land included on the County's affordable housing inventory list established in accordance with Section 125.379, Florida Statutes or privately owned land, which is located within any Infill Target Area and is suitable for the development of no more than four single-family homes (attached or detached).

Infill Guidelines: Guidelines established by the Department for the Infill Program and approved by the Board of County Commissioners and/or County Mayor or County Mayors designee.

Infill Target Areas: The areas of the County designated as the Urban Infill Target Area (UITA), as defined in Section 33G-3(26) of the County Code, and the Targeted Urban Areas (TUA), as defined in Section 30A-129(2) of the County Code. In addition, Infill Target Areas shall include those portions of Neighborhood Revitalization Strategy Areas (NRSA) not otherwise covered under the UITA and TUA. Any geographic locations in Miami-Dade County which are designated by the federal government as empowerment zones, shall be included in the definition of TUA at the time of such designation.

Liens: Encumbrances placed on property by the County or other municipality for failing to maintain property or pay for services rendered, i.e. lot clearing, trash pickup, demolition of unsafe structure, etc.

Low-Income Household: Those Qualified Households whose total annual adjusted gross income is 80 percent or less than the median annual adjusted gross income for Qualified Households within the metropolitan statistical area (MSA) or (if not within an MSA), within Miami-Dade County, whichever is greater as defined by HUD.

Moderate-Income Household: Those Qualified Households whose total annual adjusted gross income is greater than 80% and less than 140% of the median annual adjusted gross income for Qualified Households within the metropolitan statistical area (MSA) or, (if not within an MSA), within Miami-Dade County, whichever is greater as defined by HUD.

Natural Person: In *jurisprudence*, a natural person is a real human being, as opposed to a legal person, which may be a private (i.e., *business entity*) or public (i.e., government) organization.

Private Property or Private Properties: Property that is not owned by Miami-Dade County or other government entity and is located in the Infill Target Area, and has been admitted into the Infill Program.

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Private Property Owner: A person or an entity that is approved by the Department to develop private property for the Infill Program subject to the Infill Guidelines, and this Implementing Order. A private property owner may be a not-for-profit or a for-profit corporation placing Private Property in the Infill Program for development.

Proposal: Shall refer to any offer(s) submitted in response to a solicitation.

Proposer: Shall refer to anyone submitting a Proposal in response to a solicitation.

Qualified Household: An eligible Qualified Household that has received a certificate of qualification from the County or outside agency that has been authorized by the Department to qualify households.

Rental Price: Rents that do not exceed the monthly Fair Market Rent by bedroom size as determined for Miami-Dade County and published by the U.S. Department of Housing and Urban Development.

Resale Price Multiplier: The number calculated by dividing the property's initial sale price to the first Eligible Household homebuyer by the HUD Area Median Income for the Metropolitan Area of Miami-Dade County at the time of sale

Maximum Sale Price: Up to \$235,000.00 for County-owned properties and \$245,000.00 for Private Properties or such other amount set by the Board of County Commissioners, not to exceed an amount affordable at the maximum target income range set forth in Chapter 17, Article VII of the Code of Miami-Dade County, taking into account (a) family size; (b) an annual fixed interest rate based on a thirty (30) year mortgage term; (c) payment of up to five percent (5%) down payment by a Eligible Household; and (d) an estimation of annual property taxes, assessments, loan insurance and financing fees, allowances for property maintenance and repairs, homeowners insurances, homeowner association fees, if any, and allowances for utilities. The sales price set forth herein, i.e. \$235,000.00 for County-owned properties and \$245,000.00 for Private Properties, shall remain the maximum sale price for said units from the effective date of this Implementing Order, as amended. The Department Director shall annually review the affordability of the maximum sale price, and, in the event the Department Director determines that it is necessary to increase or decrease said sale price, the Department Director shall recommend a new sale price for approval by the Board of County Commissioners.

Urban Infill Target Area (UITA): The unincorporated area of Miami-Dade County located east of (and including) Northwest and Southwest 77 Avenue (and its theoretical extensions) including the Palmetto Expressway (SR 826), north of (and including) SW 232 Street.

Very-Low Income Household. One or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income adjusted for family size for households within Miami-Dade County. With respect to rental units, the very-low-income household's annual income at the time of initial occupancy may not exceed 50 percent of the area's median income adjusted for family size.

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III. DEVELOPING INFILL PROGRAM PROPERTIES

A. Initial Preliminary Review

The County will, at its sole discretion, determine applicability of properties to the Infill Program. Prior to review of lots by the Affordable Housing Review Committee (AHRC), the Department will conduct a preliminary review to generally determine if County-owned lot(s); (1) are located in the Infill Target Areas; (2) were platted prior to 1938; (3) have proper shape and size; (4) its zoning is residential or duplex or similar and; (5) that it is a vacant lot.

B. Availability of County Property

1. County property that has been deemed to be generally suitable for Infill housing by AHRC is submitted to the Board of County Commissioners (the Board) for their approval and is included on the County's affordable housing inventory list established in accordance with Section 125.379, Florida Statutes. Once approved for Infill housing, the property is offered to Proposers through a competitive Request for Proposals (RFP) solicitation process that encourages a mix of housing prices affordable to very low-, low- and moderate-income households. When applicable, consideration for award to an Infill Developer also takes into account the status of Infill Parcels previously awarded to and past performance in the Infill Program, including but not limited to whether Infill Developer successfully and timely developed properties in accordance with the requirements of the Infill Program. Proposals are evaluated and recommended for conveyance to the developer via Board Resolution then a County Deed(s) is executed by the Chairperson or Chairperson's designee of the Board.
2. Prior to submitting Proposals for RFP's, or prior to receipt of conveyed lots awarded through other means, Proposers/developers shall perform detailed reviews and evaluations to determine that lots are buildable for their intended use and within the maximum sale price. The Infill Program has no reimbursement provisions to assist Infill Developers with the costs to develop Infill homes: the costs are borne solely by the Infill Developers.
3. At the sole cost to the Infill Developer, County-owned lots conveyed to Infill Developers may require zoning hearings, Environmental Quality Control Board hearings, tree permits, water and sewer extensions (and possible upgrades to meet Water and Sewer permit requirements such as new water line sized for new development), Florida Department of Health approvals, (if septic tanks are required), right-of-way and other dedications, platting, unity of title, grading, fill, sidewalks, driveway aprons, etc. Further, the Infill Developer should perform a title search to ensure there are no easements that may place a cloud on title of the lot, mortgage(s), and other encumbrances on the land. The Infill Developer accepts all associated costs to clear title and develop the property. The County does not warrant title of the lots that it conveys to the Infill Developers and therefore, the Infill Developer is recommended to perform a quiet title action.

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4. Municipalities or local governments may have unique zoning requirements and/or charrettes that may require additional requirements to be placed on the building plans. In other-words, a "cookie cutter" plan may work in one part of the County, but not in other parts. Code upgrades and site plans will require plan re-submissions.
5. Land surveys and underground radar investigation are recommended prior to development of the awarded lots to ensure that there are no encroachments that may delay or inhibit development. If the Infill Developer awarded County-owned lots discovers issues that make the development of the lot too expensive or too time consuming to cure, Infill Developers may return said lot(s) to the County; however there is no refund of any fees paid to the County that conveyed said lot(s) to the Infill Developer. Developers who elect to return Infill Lots will be required to provide an updated title search and provide proof that real estate taxes and other encumbrances such as open permits are closed out and paid in full.
6. After the County Mayor or the County Mayor's designee has approved the award recommendation by the Affordable Housing Selection Committee (AHSC), the properties shall be conveyed to the Infill Developer via Board Resolution and County Deed(s) executed by the Chairperson or Vice-Chairperson of the Board. At a minimum, the County Deed(s) shall include the following deed restrictions and reversionary provisions:
 - a. **The property shall be developed with an affordable home within two years of the conveyance of such property** or such other time as may be determined at the sole discretion of the Board of County Commissioners;
 - b. The Eligible Home(s) shall be sold to an Eligible Household;
 - c. The Eligible Home shall meet the Minimum Unit Space Requirements, defined herein;
 - d. **The price of the Eligible Home shall not exceed the maximum sale price set herein or as may be set by the Board or the appraised value whichever is less;**
 - e. The developer shall require that the Eligible Household purchasing the Eligible Home execute and record simultaneously with the deed of conveyance the County's Affordable Housing Restrictive Covenant;
 - f. The County, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions;
 - g. In the event a developer obtains a construction loan or other financing in order to develop the property, such construction loan or other financing shall be subject to the County's deed restriction. Prior to closing on such construction loan or other financing, the developer, the lender and the County shall execute an agreement approved by the County Attorney's Office, that requires the lender or subsequent purchaser of a property to develop the property in accordance with the Infill Program requirements and the deed restrictions set forth in the County Deed. Notwithstanding any default, foreclosure by the lender, deed in lieu of foreclosure, or

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subsequent transfer of the property resulting from the foregoing, the restrictions set forth in the County Deed shall remain in full force and effect, and shall constitute a restrictive covenant which shall run with the land, notwithstanding any other term herein. In the event the developer applies for a loan from the County, the County Mayor or the County Mayor's designee shall ensure that such loan will be subject to the requirements of the Infill Program.

- h. Upon satisfaction of the deed restrictions by the developer, the County shall record an instrument in the public records of Miami-Dade County, Florida, releasing the property from such deed restrictions.
- i. If the developer is unable to complete the home within the prescribed timeline the developer may submit a "Request for Extension" application to the Department, which shall review the request and make a determination as to whether the request meets criteria established to grant extensions. Extension request are subject to approval by the Board of County Commissioners. If the request is granted, then the County Mayor or the County Mayor's designee shall execute an instrument approved by the County Attorney's Office granting the extension. Such instrument shall be recorded in the public records of Miami-Dade County, Florida. If the request is denied, the County, at its sole option, may exercise its reversionary interest in the property. Should the County exercise its reversionary interest, the developer shall forfeit all rights to the property, including any construction of any infrastructure or any improvements in, on, to, or under the land, without recourse to recover any costs of said construction. The developer shall be required to convey the property to the County by quit claim deed or other instrument. Failure to convey the property back will result in legal action against the developer.

C. Not-for-Profit Developers Requesting Conveyance of County Lots pursuant to Section 125.379 or Section 125.38, Florida Statutes.

Subject to approval by the Board of County Commissioners, not-for-profit developers may request County-owned lots, pursuant to Section 125.379 or Section 125.38, Florida Statutes.

D. Evaluation and Scoring of Proposals

Unless IO No. 3-44 is waived by the Board of County Commissioners, evaluation and scoring of Proposals under Section 125.379 or Section 125.38, is performed by the AHSC which will meet, as necessary, to evaluate and score Proposals in accordance with criteria which may include but is not limited to:

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1. Proposer's Experience and Past Performance:

- a. Provide the number of years that the Proposer has been in business, the current number of employees, and the primary markets served.
- b. Provide a description of the Proposer's past performance and experience that qualifies Proposer to build affordable single family housing for the Infill Program.
- c. Provide a listing of all single family home developments (identify those that qualified as affordable housing), completed, or not completed in the past seven years. The listing should identify the following for each project:
 - 1) Client's name
 - 2) Development name (if applicable) and address
 - 3) Developer and Contractor
 - 4) Description of the project
 - 5) Total dollar value of the project
 - 6) Dates covering the term of the project/conveyance date, construction start date and Certificate of Occupancy (CO) date
 - 7) Client contact person, phone number and e-mail
 - 8) Proposers specific involvement with the project, and
 - 9) Date project completed (on time and within budget? If not, why?)
- d. List and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
- e. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Code of Miami-Dade County, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." The Proposer must list and describe all work performed for Miami-Dade County and include for each project:
 - 1) Name of the County Department which administers or administered the project
 - 2) Development name (if applicable) and address
 - 3) Developer and Contractor
 - 4) Description of the project
 - 5) Total dollar value of the project
 - 6) Dates covering the term of the project/conveyance date, construction start date and Certificate of Occupancy (CO) date
 - 7) County department contact person, phone number and e-mail
 - 8) Proposers specific involvement with the project
 - 9) Was the project completed on time and within budget? If not, why?

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- f. Provide a statement and substantiating documents regarding the Proposer's ability to comply with the requirements of a Payment and Performance Bond (if applicable).
- g. Describe Proposer's approach to meeting time schedules and budgets for current or previous projects and provide examples of how this approach was implemented.
- h. Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency in which the Proposer, any of its employees or Development team members have been involved within the last five years.
- i. The Proposer and its Principals, Director(s) or Corporate members shall disclose all violations on previous Infill properties awarded, conveyed or approved for the Infill Program, including but not limited to non-payment of real estate taxes, County or municipal liens or citations, waste management payment, etc., that are currently outstanding. Provide the following information:
 - 1) Property address and Folio number
 - 2) Property owner
 - 3) Violation(s) (specify)
 - 4) Notice(s) to Cure received
 - 5) How violation(s) or Notice(s) were satisfied
 - 6) If not satisfied, what actions and by what date will violations or notices be satisfied
- j. Proposer shall describe how it intends to monitor its properties to avoid violations, citations, notices and keep real estate taxes up-to-date.

2. Development Team, Key Personnel and Functions:

- a. The "Development team" shall be considered the Proposer and other entities/companies which will be assisting the Proposer in the development of the project including but not limited to consultants, joint venture partners (if applicable), general contractor/builder, etc.
- b. Provide an organizational chart showing all Development team members by company and all key personnel, including titles and responsibility to be assigned to this project. This chart must clearly identify the Proposer's key personnel including owners, principals, company officers and other key staff, in addition to Proposer's consultants, joint venture partners (if applicable), general contractor/builder, etc., and key personnel.
- c. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Development team's companies who will be assigned to this project.

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- d. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all Development team key personnel who will be assigned to this project.
- e. Provide resumes, for all Development team key personnel who will be assigned to this project.

Note: After Proposal submission, but prior to any award, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the development team and its key personnel identified in its Proposal.

3. Proposed Approach to Providing Services:

- a. Describe the Proposer's development approach including how it intends to finance the project.
- b. Provide a sample marketing plan designed to reach eligible participants for the Infill Program. The plan should include the project organization, management, and recommended approach to reach eligible participants and ensure participants are qualified to purchase the homes upon completion.
- c. Explain the Proposer's ability to provide code-compliant architectural and engineering plans in a timely manner for development through the Program.
- d. Describe Proposer's approach to ensure that homes are built according to code, free of defects, using good quality materials and workmanship (i.e. quality control/quality assurance).
- e. Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.
- f. Proposer shall address their ability to provide for:
 - 1) Green and sustainable building practices to promote efficiency throughout the lifecycle of the development.
 - 2) Ability to complete all requested parcels simultaneously.

4. Building Plans for Proposed Models:

- a. Proposers shall submit building plans and elevations with legible dimensions of each proposed model to build on a particular lot. In addition, Proposer shall submit the following information: square footage of the interior air conditioned space, finishes, sales price, extra design features (i.e. stone kitchen counters), garage, washer/dryer, etc., energy efficiency (i.e. energy star appliances), impact windows, solar water heating, etc. and overall aesthetics of the home.

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5. Proposers Financial Capacity:

- a. Provide documentation indicating Proposer's financial strength and capacity to provide start-up operations and working capital to develop County lots. Such documentation should include Proposer's most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial situation. If certified financial statements are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation. A Joint Venture formed within the previous 12 months of this solicitation may be required to provide financial documentation from its principal partners.

E. County Liens and Citations, County Deed and Tri-Party Agreement

1. The Infill Developer may submit an "Application to Release County Liens and Citations" with copies of the liens and citations that pertain to the specific folio number. Infill Developers are encouraged to hire a title firm to perform a title records search and submit any irregularities to the Department (i.e. judgments or unsatisfied mortgages to assist in clearing those type of issues, prior to executing a County Deed for the awarded lots.) If the County is unable to clear title issues; Infill Developers should file quiet title action. (See Section XIV).
2. The County will release County Liens and Citations that pre-date conveyance of lot(s) to Infill Developer if Infill Developer has complied with Infill Program requirements.
3. The County will convey title of the lots through a County Deed, subject to a reverter and a restriction that each property shall be developed with affordable housing in accordance with the Infill Program and these guidelines. Failure to do so may result in the County exercising its reversionary interest and taking back the property along with all improvements.
4. In the event the Infill Developer fails to comply with the deed restrictions and the County chooses to exercise its reversionary interest, the Department will record in the public record a Notice of Automatic Reverter.

Under no circumstances will the Department accept a quit claim deed or other conveyance instrument without first seeking approval from the Board of County Commissioners. Prior to exercising the County's reversionary rights or seeking the Board approval to accept a quit claim deed or other conveyance instrument, the Department shall ensure that a title search is done to verify that there are no outstanding liens, judgments or other encumbrances recorded against the property during the time that the Infill Developer was conveyed the Infill Property.

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5. In the event an Infill Developer requires a construction loan or other financing from a third party lender in order to develop the property, such construction loan or other financing shall be subject to the County's deed restriction. Prior to closing on such construction loan or other financing, the Infill Developer, the lender and the County shall execute an Tri-Party Agreement approved by the County Attorney's Office, that requires the lender or subsequent purchaser of a property to develop the property in accordance with the Infill Program requirements and the deed restrictions set forth in the County Deed. Notwithstanding any default, foreclosure by the third party lender, deed in lieu of foreclosure, or subsequent transfer of the property resulting from the foregoing, the restrictions set forth in the County Deed shall remain in full force and effect, and shall constitute a restrictive covenant which shall run with the land, notwithstanding any other term herein. In the event the Developer applies for a construction loan from the County, such as one funded through Surtax or other County affordable housing funding program, the County Mayor or the County Mayor's designee shall ensure that such loan will be subject to the requirements of the Infill Program requirements. (See Exhibit "A")

IV. NOT- FOR-PROFIT DEVELOPERS WHO REQUEST COUNTY LOTS UNDER SECTION 125.379 AND SECTION 125.38, FLORIDA STATUTES.

A. Awarding Lots under Section 125.379 and Section 125.38, Florida Statutes

1. Subject to approval by the Board of County Commissioners, not-for-profit Developers may request County Infill Lots pursuant to Sections 125.379 or 125.38, Florida Statutes for \$10.00 (per conveyance) and any applicable closing fee; provided however, the not-for-profit Developer will be responsible for paying any closing processing fee (See Section XIII). To the extent required for Board approval, not-for-profit Developer will submit similar documentation as indicated in Section III, D, Evaluation and Scoring of Proposals, herein.

B. Awarding County Lots

1. County lots are awarded to Infill Developers through resolutions approved by the Board of County Commissioners. The awarded lots will have a targeted income level for the buyer.

V. DEVELOPING PRIVATELY-OWNED LOTS

A. Applying to the Infill Program

1. The County may accept privately owned lots from owners to be developed as Infill housing and may release of County liens and citations that predate the private property owner's date of ownership. Properties approved for the Infill Program are subject to all Infill Guidelines requirements. Private property owners who wish to request to develop their properties through the Infill Program may do so by submitting an "Application for Private Lots" to the

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Department. The Department will verify that the property is located within the Infill Target Areas boundaries and that it is properly zoned. (See Section VI, B, for Infill Developer Assistance / Incentives).

B. Architectural Plans Review

1. The Developer shall submit a copy of the site plan, floor plan, and front, side and rear elevation plans of the home along with the "Application for Private Lots." The Department will review them for general compliance with the Minimum Unit Space Requirements.

VI. SIGNAGE

All lots in the Infill Housing Program require a sign posted at the property highlighting that the lot is an Infill Housing Program lot within ninety (90) days of recordation of the County Deed for conveyed lots or acceptance into the Infill Housing Program for privately-owned lots. Signs should be a minimum of 18" x 24" with lettering to be visible from the street, reference the Infill Housing Program, list the name and district number of the County Commissioner where the lot is located (both in bold), and include the Miami-Dade County logo as well as the developer's company logo and contact information. Additional marketing information such as renderings, dimensions, square footage, etc. is encouraged, but not required. A sample template sign is available from the Infill Housing Program Office for each developer's review.

All developers, at their sole cost, will be responsible for the creation and installation of signage at each Infill Housing lot. Each developer shall maintain and/or replace signage should it be damaged, destroyed, stolen or removed. All signage shall remain installed on the property until the day of closing on the home with each homebuyer.

VII. INFILL PROGRAM ASSISTANCE PROGRAMS

A. Homebuyer Assistance

1. The County offers financial assistance to eligible very-low, low-and moderate-income homebuyers through various County programs including, but not limited to the following:
 - a. **Public Housing and Community Development (Department):** The Department manages a variety of affordable housing programs funded and regulated at the local, state, and federal levels. The purpose of these programs is primarily to provide low-, and moderate-income County residents with affordable, sanitary, safe, and decent housing. For more information, visit the Department's website at <http://www.miamidade.gov/housing>.
 - b. **Housing Finance Authority (HFA):** Provides low-interest rate mortgages and financial assistance to first-time low, and moderate income

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homebuyers. In coordination with its non-profit partner, Miami Dade Affordable Housing Foundation, Inc., the HFA also provides homebuyer education and certification. For more information on programs offered by HFA visit their website at <http://www.miamidade.gov/hfa>.

- c. **Miami-Dade Economic Advocacy Trust (MDEAT):** MDEAT administers the Homeownership Assistance Program (HAP) which provides very low-, low-, and moderate-income families with down payment and closing cost assistance.

B. Infill Program Assistance/Incentives

1. **Building Permit Expedite Process:** Homes being developed in the Unincorporated Municipal Service Area (UMSA) through the County's Infill Program qualify for the Regulatory and Economic Resources Department (RER) expedited permit process. The Department provides Infill Developers with a letter indicating that the lot is being developed through the Infill Program. That letter shall be presented by the Infill Developer to RER when applying for a building permit in order to qualify for the expedite process.
2. **Release of County Liens and Citations:** See Section XVI
3. **Refund or Deferral of Impact Fees:** See Section XV
4. **County-owned land awarded for \$10.00**
5. **Second mortgage subsidy for qualified buyers**
6. **Constructions loans (as available)**

VIII. MINIMUM INFILL UNIT SPACE REQUIREMENTS

A. Submittal

1. Infill Developer shall submit floor plans and elevations with clear legible dimensions to the Department prior to construction to review for minimum unit space requirements detailed in this Section.
2. Any units constructed through the Infill Program shall comply with the space requirements and standards contained in this section.
3. Building design shall provide for code compliant, safe, secure, healthful, and attractive living facilities, environmentally suited to the social, economic, and recreational needs of resident families and individuals. It shall provide for ease of circulation and housekeeping; visual and auditory privacy; compliance with all building code requirements including light, ventilation, fire, etc. Home shall also provide for accident protection, appropriate use of space and sanitation facilities.

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Each unit developed shall provide for quality construction and materials, and provide an aesthetics and curb appeal that contribute to the neighborhood in a positive manner.

B. Applicable State, Federal and Local Laws, Requirements and Codes

1. The Infill Guidelines are not intended to serve as building codes. Where the Florida Building Code, local, state, or federal regulations require lower standards, the Infill Program Guidelines, as specified herein, shall apply.
2. The Infill Guidelines and/or the Department's review of Infill Developer's documents, Proposals and/or inspections by the County, shall not be construed as relieving the Infill Developer and/or its consultants, contractors, and/or any other vendors of their responsibility for compliance with all applicable state, federal and local laws, requirements and codes.
3. The Department does not assume responsibility for determining compliance of applicable state, federal, and local laws, requirements and codes or interpretations regarding their applicability in any specific instance. The Infill Developer shall be responsible for obtaining all applicable building permits and inspections leading to obtaining a certificate of occupancy, and obtain final inspections from the proper building and zoning departments. These approvals will be a prerequisite to close on any home developed through the Infill Program.
4. Subsequent to conveyance of lots to an Infill Developer, the Infill Developer shall assume responsibility for property maintenance, payment of real estate taxes, property sale, construction, marketing to income-qualified first time home buyers that meet Infill requirements and all other development-related activities.

C. Site Requirements

1. Landscaping shall include solid sod (i.e. St. Augustine, Zoysia, or Bermuda grass) at all non-paved areas and shrubs and trees as required by the local building departments.
2. The site plan shall indicate all required parking in conformance with the applicable code. At a minimum, driveway approaches and parking pads are to be paved in asphalt; however, concrete driveways and parking pads are encouraged.
3. Single-family homes with enclosed carports or garages are encouraged.
4. Landscaping, including tree removals and replacements, shall conform to all applicable codes.
5. Each Infill Developer shall provide the necessary site development improvements including street signs, sidewalks, curb cuts, and all required utilities services to the unit(s) including water and sanitary sewer, etc.

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6. Each Infill Developer shall be required to provide landfill and grading as necessary to meet all applicable requirements on floor elevations and drainage.
7. All utility companies and agencies requirements (i.e., electrical, gas, water and sewer, Public Works and Waste Management, RER, telephone, fire departments, post office, etc.) shall be met.
8. All main entrance doors shall have concrete stoops of 4' x 4' minimum dimensions or to extend a minimum of 6" beyond width of door on each side. Secondary exterior doors shall also have concrete stoops of 3' x 3' minimum dimension or to extend a minimum of 6" beyond width of door on each side.

D. Minimum Net Space Requirements

1. Living / Sleeping Space Requirements by Unit Size (Square Feet)

	1-BR UNIT	2-BR UNIT	3-BR UNIT	4-BR UNIT	*MINIMUM DIMENSIONS
Living Room	160	160	170	180	11'-6"
Dining Room	100	100	110	120	8'-6"
Kitchen	60	70	80	90	7'-0"
Living/Dining	210	210	230	250	12'-0"
Kitchen/Dining	120	130	140	160	10'-0"
*Bedroom #1 (Master)	125	125	125	128	10'-0"
Bedroom #2	--	100	100	100	10'-0"
Bedroom #3	--	--	100	100	10'-0"
Bedroom #4	--	--	--	100	10'-0"

*Does not apply to multifamily new construction.

2. Bedroom Closet Dimensions (feet)

Bedroom Closets	Minimum Dimensions
Bedroom #1 (Master)	2'-0" x 6'-0"
Bedroom #2 thru #4	2'-0" x 4'-0"

3. Linen Storage shall be provided as follows:

- a. Minimum shelf area: 10 sq. ft. for one and two bedroom units;
- b. 15 sq. ft. for three or more bedroom units.
- c. Spacing of movable shelving: not less than 12 inches in other closets.
- d. Location as close as possible to bathrooms.

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4. General Storage

- a. Usable general storage space shall be provided for the storage of items and equipment essential to the use of the occupants. Laundry connections may be placed in this space. This storage shall be in addition to required bedroom and linen closets and kitchen storage. The minimum total square footage of general storage for each living unit is noted below:

b. General Storage Requirements (Square Feet)

	Storage within living unit	Storage 50% within living unit
1 BR Unit	17	34
2 BR Unit	17	34
3 BR Unit	22	50
4 BR Unit	22	50

- c. Attic space, if provided, may only count as 20 percent of this storage requirement. Appropriate access panel is to be provided. Boards or plywood panels shall be nailed to roof trusses all around the opening inside the attic space to a minimum width of 2'-6", to facilitate the storage surface to the owner. Minimum height available around opening inside attic space shall be 4'-0".

5. Bathrooms

- a. Units having one or two bedrooms shall be furnished with a minimum of one (1) bathtub.
- b. Units having three, four, or more bedrooms shall have at least two full baths, with a minimum of one bathroom containing a bathtub.
- c. Split level units with the bedrooms on the upper level will require a half bath on the lower level. If a bedroom is on the ground floor, a full bathroom is required.
- d. Bathrooms shall be provided with the following accessories:
- 1) Securely mounted soap dish and towel bar with holders at tub and shower.
 - 2) Shower curtain rod at tub and enclosure at shower.
 - 3) Soap dish at lavatory (soap dishes may be integral with the fixture).
 - 4) Toothbrush holder at lavatory.
 - 5) Toilet paper holder accessible from water closet.
 - 6) Medicine cabinet with mirror. (Fixed wall mounted mirror is optional).
- e. Two towel bars with holders, outside tub and shower. Each half bath shall be provided with above items 3, 4, 5, and 6. Shower stalls shall have a minimum

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area of at least 3' x 3'. Ceramic or vinyl tile floors shall be provided. Walls around showers or tub-showers shall be a full ceiling height from the tub or bottom of the shower.

- f. Lighting and ventilation to comply with current building code requirements.

6. Kitchen

a. Kitchen Minimum Space Requirements (square feet)

	1 BR UNIT	2 BR UNIT	3 BR UNIT	4 BR UNIT
Wall and Base cabinet storage area	30	35	40	45
Drawer storage area	5	6	7	8

* Usable storage drawer in cooking range or under sink may be counted in the total spacing needed. Pantry Closets: Same requirements as linen closet. However, shall have a minimum of six shelves.

b. Kitchen Appliances and Equipment Requirement

- 1) Refrigerator with a minimum size of 18 cubic feet.
- 2) Range and oven combination with a minimum width of 30 inches.
- 3) Stainless steel double sink for each unit.

- c. Re-circulating range hood fan with light in naturally ventilated kitchens or exterior vented range hood exhaust fan with light(s) in kitchen.

E. Other Requirements

1. The Infill developer shall install a project sign at each property, according to template provided by the Department.
2. Smoke Detector as per the Florida Building Code (FBC).
3. Exterior door viewer/knocker (Door bell is optional).
4. Water heater drain pans if located on the 2nd floor.
5. Energy conservation measures to comply with state energy code.
6. Heating, ventilation, and air conditioning (HVAC) - provide energy efficiency rating as per the South Florida Building Code (SFBC).
7. Units shall meet present fire exit code requirements dealing with minimum window dimensions and height.
8. Main pedestrian entrance shall have a minimum 4'-0" roof overhang.
9. Secondary pedestrian entrances shall have a minimum 3'-0" roof overhang.
10. Evidence of building and zoning final inspection and/or Certificate of Occupancy.
11. 100% building warranty by each Infill Developer from date of closing, as per state or county law whichever is more stringent. (Not applicable for same home resale).
12. Roofs for one and two story buildings shall be (a) in compliance with the FBC, and (b) conform to the surrounding neighborhood. Class "A" fire rated SFBC

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covering if required. Aesthetically, variations of exterior elevations will be considered favorably.

13. Provide to buyer at closing copy of roof warranty (A manufacturer's labor and material 15-year warranty and a minimum 5-year workmanship warranty). (Not applicable for same home resale.)

F. Inspection Requirements

1. The inspections required for the Infill Program are consistent with obtaining second mortgage subsidy financing and is a requirement when purchasing property through the Infill Program, even if the buyer chooses not to obtain financing through the County.
2. Miami-Dade County is not authorized to provide second mortgage financing nor approve the sale, unless all of the below conditions are met with and copies of the following inspection reports are provided to the lender(s) for the respective loan file(s). Inspections include but are not limited to:
 - a. A passing Housing Quality Standards (HQS) inspection performed by the Department is required. The Department is responsible for requesting this in-house inspection. The Infill Developer/seller/Realtor will be notified directly by the Inspector to schedule the inspection;
 - b. A five point home inspection may be required by the insurance company for insurance purposes. A copy of the report should be provided to the lender(s);
 - c. A soil treatment certificate is required on new construction;
 - d. A private comprehensive home inspection is required for new construction;
 - e. When required, a roof inspection must be performed by a Florida State certified roof contractor;
 - f. When required, a termite inspection to be performed by a Florida State certified exterminator company; and
 - g. When required, if the property has a septic tank, a septic tank inspection is to be performed by a licensed septic tank professional.

G. Optional Provisions

1. These items will be only considered favorable for the proposed project but are not required.
 - a. Extended homebuyer's warranty policy.
 - b. Window in master bathroom.
 - c. Bathroom vanity cabinet.
 - d. Window in kitchen.
 - e. Kitchen cabinet space exceeded by at least 20%.

H. Duplexes, Triplexes and Fourplexes

1. Only side by side design will be approved.

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2. Each unit shall be constructed with separate water meters, electrical meters, and sewer connections.
3. Fireproof party walls that go all the way to the roof shall be constructed between each unit in accordance with the FBC.
4. The Infill Developer shall submit recorded condominium documents to homebuyers at the time of executing a sales agreement. Copies of both documents shall be provided to the Department.
5. Condominium documents shall contain a party wall agreement, lot and common area maintenance clauses and the collection of fee clauses for maintenance, reserves and special assessments.
6. The construction plans shall show a minimum of two (2) exterior doors per unit.
7. The Infill Developer shall provide a survey with separate legal descriptions for each unit.

VIX. INFILL DEVELOPER'S PROGRESS REPORTS (see also Exhibit "C")

Subsequent to County's conveyance of awarded lots or acceptance of private lots into the Infill Program, Infill Developer shall provide a report every four-month period indicating the awarded Infill Developers' progress in completion of development and sale of home, Exhibit C. It shall be the responsibility of the Infill Developer to ensure that all Progress Reports are forwarded to the Department timely and with required information. Reports shall cover calendar periods and are due as indicated below:

- January 1st through April 30th (report due May 25th)
- May 1st through August 30th (report due September 25th)
- September 1st through December 30th (report due January 25th)

Progress reports will be used by the Department in evaluating any time extension requests, failure to provide report(s) to the Department timely and with required information will be the cause for denial of time extension requests by the Department.

X. EXTENSION REQUESTS (see also Exhibit "D")

Extensions may be considered by the Department for delays on a case by case basis for good cause, with appropriate detailed back-up documentation for issues which could not have been reasonably anticipated and are beyond the control of the Infill Developer, such as delays due to: variance of zoning or RER department regulations, platting and/or unity of title, water/sewer/septic tank connections, finding a qualified buyer, clearing of liens, citations and quiet title requirement, and right-of-way requirement. Extensions must be requested in writing and submitted together with Exhibit D, not less than 60 days prior to the expiration period for construction of the home.

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Infill Developers are reminded, however, that extension approvals, are at the sole discretion of the Board of County Commissioners and a lack of due diligence on all development issues required for the project, is not considered an excusable delay for which an extension will be granted. Additionally, the County will not consider a request for extension unless all real estate taxes are paid up to date.

The Department is available to assist Infill Developers, to the extent possible, during the construction process. Should the Infill Developer encounter problems that may result in a delay of the project, they should notify the Department.

XI. BUILDING PERMIT EXPEDITE PROCESS

Building permit applications for homes built in the Unincorporated Municipal Service Area (UMSA) through the Infill Program qualify for the RER's Department's Building Division's expedite process. If requested, the Department provides Infill Developers with a letter indicating that the lot is being developed through the Infill Program and should be provided when applying for a building permit in order to qualify for the expedited (government) permit plan process.

XII. QUALIFYING ELIGIBLE HOUSEHOLD/HOMEBUYER

Every dwelling unit created as a result of the Infill Program shall be sold to a Qualified Household and used as a primary residence. A Qualified Household is deemed eligible once the following requirements have been met:

A. Homeownership Counseling

The Qualified Household shall complete a homeownership training course through a participating counseling agency that provides financial management, credit counseling and other related technical services to participating families for the purpose of financing a single-family home and has received a certificate verifying successful completion of the course. A list of participating counseling agencies can be found on the County's website at: <http://www.miamidade.gov/housing/library/reports/homebuyer-counseling-services-agency-list.pdf>

B. First-Time Homebuyer Requirements

The Qualified Household shall be a first-time homebuyer who meets any one of the following criteria:

1. An individual who has had no ownership interest in a principal residence during the three-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers); or

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2. A displaced spouse from a court documented divorce; or
3. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.
4. Ownership in a Timeshare Property is not considered home ownership.

C. Income Verification

1. Each Qualified Household shall submit a mortgage commitment letter qualifying the family as a very-low, low-or moderate-income affordable home buyer from the Department or other non-County lending agency; authorized by the County to qualify each Qualified Household. From a list of participating lending agencies visit the County's website at: <http://www.miamidade.gov/housing/library/reports/PHCD-approved-lenders.pdf>. If however, the buyer is not obtaining any mortgage(s) from the County, on a case by case basis, the Department may approve the buyer(s) who uses a non-County approved lender as long as the lender discloses it's fees, that they do not exceed the County approved lender fees, no cash out to the buyer at closing, and all income and loan information is provided to the Department for its review and approval.
2. Once documentation has been provided to the Infill Program confirming that all of the aforementioned requirements have been met, the Department will issue a Certificate of Qualification which states that the buyer meets all of the eligibility requirements of the Infill Program. Certificates of Qualification may also be issued by other non-County agencies that have been authorized by the Department to qualify buyers. Said certificate shall state that the buyer(s) meets all three requirements.

XIII. MAXIMUM SALE PRICE OF AFFORDABLE HOME

The Infill Program sets a maximum sale price for homes built through the Infill Program, and maximum sale price may or may not be the same as the maximum sale price set by County funding programs such as Surtax or SHIP. In the event said maximum sale prices differ, the applicable maximum sale price shall be the maximum sales price allowed by the Infill Program, **which is currently \$235,000.00 for County lots and \$245,000.00 for Private lots or appraised value, whichever is lower.**

The Department shall negotiate prior to conveyance or private lot approval, a lower maximum sales price for homes smaller than the typical homes developed and sold through the Infill Housing Program; and require Infill Housing Program developers to provide certified costs of their total development costs, at completion of construction.

XIV. CLOSING PROCESS

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A. Prior to closing and following the closing on an eligible home, the Infill Developer shall provide copies of the following documentation to the Infill Program:

1. Certificate of Qualification for the Homebuyer
2. Executed HUD Closing Statement
3. Recorded "Affordable Housing Restrictive Covenant" executed by buyer (See Exhibit "I").
4. Recorded copy of Warranty Deed transferring title from the Infill Developer to the Qualified Household. **Said deed shall contain the following language:**

"Since this home was developed through Miami-Dade County's Infill Housing Initiative Program, governed by Article VII of the Miami-Dade County Code, this home must remain affordable during the "Control Period." The Control Period commences with the date of this deed and resets automatically every 20 years for a maximum of 60 years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a "Qualified Household," as defined in Section 17-122(n) of the Miami-Dade County Code. However, should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from this restriction. Attached herein is a Restrictive Covenant".

Note: Infill Developer shall record the Warranty Deed and Restrictive Covenant together.

5. Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO).
6. The Infill Program will issue a Compliance Certificate stating that the sale meets the requirements of the Program, and said Certificate shall be processed after closing and the recordation in the public records of the deed and restrictive covenant. A certificate for resale of the property or refinance shall be recorded with the new Deed.
7. Additional requirements:
 - a. A final Certificate of Occupancy is required to close. (Note: loans are not authorized to close with a Temporary Certificate of Occupancy).
 - b. A "Hold Harmless Affidavit" will need to be executed by both the Buyer and Seller/Infill Developer prior to closing, stating that "the County is not responsible for code violations, County liens and citations, and open permits," unless the County agrees to release County liens and citations in accordance with Infill Program Guidelines (Section XV). In addition, the affidavit shall state "The County shall be held harmless for any construction defect found in the home after the sale." After the sale, the Developer/seller

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shall provide all copies of any communication it receives from the buyer relative to construction defects to the Department. During the first 12 months after closing, the County will assist the buyer to work with the seller to cure any construction defects.

- c. Sellers are required to disclose code violations and to cure them prior to sale. If code violations become known after the closing, the seller shall assist the buyer to cure any code violations.
- d. Florida's required builder warranties apply whether they are included in the purchase contract or not.

XV. RELEASE OF COUNTY LIENS AND CITATIONS (see also "Exhibit" E)

- A. County-conveyed and privately-owned lots that are accepted into the Infill Program qualify to have County liens and citations released if they existed on the property prior to the Infill Developer's ownership. County liens and citations will be released once the home has been built, sold to a Qualified Household, an Affordable Housing Restrictive Covenant has been recorded on the property, and all appropriate documentation has been received. The County has no jurisdiction to release municipal liens. The Developer shall work with municipalities to release said liens prior to sale.
- B. An "Application to Release Liens and Citations Form" shall be completed by the Infill Developer and submitted to the Infill Program, along with the required documentation (i.e. Exhibit "E" which lists all County liens and citations that will clear title, along with copies of the evidence of liens and citations, with the required fee). The Infill Program will prepare and execute an "Infill Housing Initiative Program Release of Lien" and record it once all of the required documentation is received by the Department. Failure to receive all of the required documentation and fee within two (2) weeks of closing may delay the recording of the Release of Lien. Post-closing if certain liens are discovered after the release is recorded the developer shall reapply to release liens and citations previously omitted (see Exhibit E).

XVI. REFUND OR DEFERRAL OF IMPACT FEES (See also "Exhibit" F)

A. Refund of Impact fees

Pursuant to Chapter 33 of the Code of Miami-Dade County, new homes that are sold to a low-income Qualified Household (**80% or less of area median income**) qualify to have County impact fees for road, fire and emergency services, parks, and police services refunded by RER. To request a refund of these fees, the Infill Developer shall fill out an "Impact Fee Refund Application" and submit it to the Department. Once the Department has verified that all of the Program requirements have been met, the executed application (see Exhibit "F") will be forwarded by Infill

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Developer to the RER Department's Division of Planning and Zoning Impact Fee Section for processing.

B. Deferral of Impact fees

RER has a "Deferral of Impact Fee Application". The Infill Developer may complete this form, provide an executed sales contract, an income verification letter from the Departments' second mortgage loan section qualifying the household's total family income and verifying family size. **The Area Median Income may not exceed 80 percent.** Also, the Infill Developer must provide a signed affidavit that if it does not close with the prospective buyer or the buyer's income surpasses the 80 percent AMI at closing the Infill Developer affirms he will be responsible to pay all impact fees that are due and payable to RER prior to closing.

XVII. RESALE AND REFINANCE PROCESS (see also "Exhibit" G)

A. Notice of Sale or Refinance

1. When the owner or any successor in title to the owner shall desire to refinance, sell, dispose of or otherwise convey the property, or any portion thereof, the owner shall notify the County, in writing, of the owner's intent to sell the property. This notification is referred to as the "Notice of Sale", and notice shall be sent to Public Housing and Community Development, Infill Program, 701 NW 1 Court, 16th Floor, Miami, FL, 33136. The County shall determine the maximum resale price which the owner may receive for the sale of the property as calculated below.
2. The County shall have 60-days from receiving the Notice of Sale from the owner to enter into a Purchase and Sale Agreement at or below the Maximum Resale Price or provide the owner with written notification of County's intent to waive its right of first refusal.

B. Maximum Resale Price Multiplier Formula

1. To calculate the resale price multiplier, divide the original home's purchase price by the current HUD Area Median Income for the Metropolitan Areas in Florida. (Contact the Department to obtain the current median income.)

Example

Original Purchase Price in 2016	\$175,000.00
2016 HUD Area Median Income for Metropolitan Area	\$41,800.00
Resale Price Multiplier (175,000/41,800)	3.6383
Maximum Resale Price Formula	

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2. To calculate the maximum resale price of a home you need to determine what the HUD Area Median Income is when the contract is executed and multiply it by the established resale multiplier (3.147), and then add any approved costs for capital improvements. The following example calculates the resale price of the home used in the resale price multiplier example above in the year 2015.

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Example

2016 HUD Area Median Income for Metropolitan Area	\$48,100.00
Multiplied by the Resale Price Multiplier	3.5071
Net Resale Price in 2016	\$168,691.51
Costs for Capital Improvements	<u>\$10,000.00</u>
Maximum Resale Price	\$178,691.51

C. Capital Improvements

1. Costs for capital improvements that are eligible for consideration to be added to the allowed "Maximum Resale Price" limit shall be documented reasonable costs for major structural or building envelope improvements including a complete re-roofing, replacement of all existing windows and doors and increasing the total square footage of the home.
2. At the sole discretion of the Department, substantial rehabilitation including upgrades to kitchen, bathrooms and flooring such as new energy star appliances, replacement of kitchen cabinets to wood and granite tops, replacement of flooring to ceramic/porcelain tile and upgrades to electrical, plumbing and HVAC, including replacement of central air-conditioning with high SEER rating, may be considered as capital improvements.
3. Documentation of reasonable costs shall be in the form of paid receipts provided by the owner/developer to the Department, which documents the itemized cost and date of improvements made after sale of the home.
4. Exception for foreclosure or abandonment, only:

When an infill home:
 - a) is abandoned by original buyer or;
 - b) is foreclosed and;
 - c) is dilapidated and;
 - d) the receiver/new owner wishes to substantially rehabilitate the home;
 - e) the County may, at its sole discretion, allow some or all of the substantiated rehabilitation costs to be added to the resale amount, not to exceed the current sales cap or appraised value, whichever is less.
5. Prior to beginning any capital improvements/rehabilitation, the owner shall submit in writing to the Department, the intended scope of work for preliminary approval. All work shall be permitted through the appropriate agency having jurisdiction. Following the completion of the work, proof that the permit has been closed shall be provided to the Department with other required documentation.

D. Closing Process

1. Prior to closing on an eligible home, the Current Owner (Seller) shall provide a copy of following documents to the County:

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- a. Certificate of Qualification for the Homebuyer
- b. HUD 1 Closing Statement
- c. Copy of Warranty Deed transferring title from Infill Developer to the Qualified Household. **Said deed shall contain the following language:**

Since this home was developed through Miami-Dade County's Infill Program, governed by Article VII of the Miami-Dade County Code, this home must remain affordable during the "Control Period." The Control Period commences with the date of this deed and resets automatically every 20 years for a maximum of 60 years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a "Qualified Household," as defined in Section 17-122(n) of the Miami-Dade County Code. However, should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from this restriction. Insert Date, Book and page of the original Restrictive covenant.

Attached herein is a Restrictive Covenant.

- d. The County will issue a Compliance Certificate stating that the proposed conveyance, sale or transfer of the property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in the "Affordable Housing Restrictive Covenant for Homebuyers". The below sample certificate shall be recorded along with the deed for all subsequent sales.
- e. Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO), if applicable.

XVIII. RENTAL EXCEPTION PROCESS (SEE EXHIBIT H)

At the sole discretion of the County Mayor or the County Mayor's designee, the County Mayor or the County Mayor's designee may allow Infill Developers to rent eligible homes on a temporary basis if the Infill Developer can demonstrate to the County's satisfaction that they have made a good faith effort to sell the eligible home. The term "good faith effort" shall include, but is not limited to, marketing of the eligible home by listing the home on the multiple listing service for a minimum of three months, placing a "For Sale" sign on the property, and reducing the original asking price. In the event the Infill Developer is able to demonstrate and certify that it has used good faith efforts to sell the eligible home and the County permits the rental of said home, the County shall require the Infill Developer to rent the eligible home to families who are eligible participants in one of the County's, or other local municipality's, rental housing assistance programs including but not limited to; the

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Section 8 Housing Choice Voucher Program administered by the Department, or its successor agency or department; the Household Exiting Emergency Shelter; Transitional Housing and Domestic Violence programs administered by the Miami-Dade County Homeless Trust. The County shall determine prior to authorizing an Infill Developer to rent an eligible home whether the rental of said home is consistent with all applicable state and federal laws and regulations. At the discretion of the Department, the Infill Developer may be authorized to rent to non-subsidized (market) low-income families as long as the Infill Developer provides an executed lease and the renter provides verifiable income and family size documentation initially and annually.

1. Upon the County's approval to rent any eligible home, each Developer shall be required to comply with all applicable federal and state housing laws and regulations. Infill Developers shall also be required to rent the eligible homes for a minimum of one year and will not be permitted to sell said eligible home during the first year it is rented, unless it is sold to the existing tenant.

XIX. ENFORCEMENT

A. Pursuant to Article VII, Section 17-128 of the Code of Miami-Dade County which governs the Infill Program, violations by all agents, successors and assignees of a Qualified Household of this article shall be punishable by a civil fine not to exceed ten thousand dollars (\$10,000.00) and shall be punishable by a criminal fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County jail for a period not to exceed sixty (60) days, or by both such fine and imprisonment, in the discretion of the county court. Any continuing violations may be enjoined and restrained by injunctive order of the circuit court in appropriate proceedings instituted for such purpose.

B. Notice(s) to Cure

1. The County may, but is not required, to forward Notice(s) to Cure or other correspondence to the Infill Developer when the Infill Developer is not in compliance with County Deed, including but not limited to; maintaining property, unpaid real estate taxes, County Contract, Infill Program Guidelines, etc. The County may require certain action to be taken and provide a specific time for that action to be completed. However, action required by Notice(s) to Cure shall not represent a detailed evaluation by the County of all actions required by the Infill Developer to cure its deficiencies, pro-actively mitigate delays and/or comply with Infill Program requirements. The Infill Developer shall evaluate Notice(s) to Cure and/or other correspondence from the County, in addition to performing its own evaluation, and take appropriate actions to cure deficiencies noted by the County and/or cure any other deficiencies to comply with Infill Program requirements. Whether or not Notice(s) to Cure or other correspondence are forwarded by the County, the Infill Developer remains responsible for evaluating the project on an on-going basis, taking remedial action as may be required to cure any deficiencies and taking other

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appropriate action to pro-actively mitigate delays or potential delays, complete the project in a timely manner and comply with the Infill Program requirements.

C. Disqualification of Infill Developers

1. At the County's discretion, Infill Developers may be disqualified from participating for the Infill Program and/or not considered for any future or additional work for the Infill Program for poor performance, including, but not limited to the following: not completing development timely; using inferior quality materials and/or construction; not building in accordance with Infill Developers Proposals; not selling homes at or below maximum sales cap; not adhering to warranty; not clearing title; not offering properties to qualified buyers; failing to submit reports or other documentation timely, not meeting Infill Program requirements, etc. on any work awarded for the Infill Program or other County award(s) (including private-owner lots); failure to accept awarded lots, being in arrears in obligations to the County (including but not limited to real estate taxes; County and municipal code violations or citations, etc.); and any other reason specified by County Deeds, contracts, policies and procedures.
2. The Department will provide information, including any non-compliances, notices, violations, deficiencies, etc. for previous properties awarded or approved for the Infill Program, to the AHSC for consideration in recommending award of Infill Program lots.

XX. PROGRAM FEES

PROGRAM FEE SCHEDULE:

A schedule of fees is hereby established to offset the costs of administering the Infill Program by the Department. The fees shall be as follows:

Closing Processing Fee (per each conveyed lot): Developer is responsible to pay public records, recording fees, stamps and certified copy fees:	\$2,500.
Private Lot Application:	\$250.
Temporary Rental Application:	\$200.
Extension Requests per folio/lot (includes recording fee):	\$60.
When the Board's approval is required because Infill Developer missed the required extension submittal deadline:	\$300.
Release of Lien Request Application Fee: includes public records recording fees:	\$500.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Infll Housing Program Release of County Liens and Citations:

Cumulative Value of County Liens & Citations	For- Profit- Corporations (\$500. Fee Plus below amounts)	Not- For- Profit Corporations (Fee Only)
\$1 to \$9,999	\$300.	\$500.
\$10,000 to \$19,999	\$500.	\$500.
\$20,000 to \$29,999	\$700.	\$500.
\$30,000 to 49,999	\$900.	\$500.
\$50,000 and over	\$1,200.	\$500.

XXI. INFILL PROGRAM CONTACT INFORMATION

Public Housing and Community Development
Infll Program
701 NW 1st Court, 16th Floor, Miami, FL 33136
Main Number: 786-469-4226
Fax Number: 786-469-4199
www.miamidade.gov/housing

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "A"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199

Date Received ____/____/____
Received By: _____

Prepared by/Return to:

TRI-PARTY AGREEMENT

THIS TRI-PARTY AGREEMENT made and entered into by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and _____, a Florida _____ corporation (the "Borrower"), in favor of _____, ("Lender").

RECITALS

WHEREAS, Lender is about to make a loan to Borrower in the amount of \$ _____ (the "Loan"), for the purpose of constructing affordable housing in accordance with the County's Infill Housing Initiative Program to be located at _____ (the "Improvements"). Said Loan is to be evidenced by and repayable in accordance with the terms of a Promissory Note executed by Borrower in favor of Lender (the "Note"), and secured in part by a Construction Loan Mortgage and Security Agreement (the "Mortgage"), and [insert] (the "Loan Documents"). The Mortgage encumbers that certain real property located at _____, Miami-Dade County, Florida (the "Property") as more particularly described on Exhibit "A" attached hereto, together with all improvements located thereon.

WHEREAS, the County conveyed the Property to Borrower by that certain County Deed, dated _____, 20____, attached hereto as Exhibit "B" attached hereto, which was recorded on _____, 20____, in Official Records Book _____, at Page _____, of the Public Records of Miami-Dade County, Florida (the "Deed").

WHEREAS, the Deed is subject to certain restrictions, including the following: [INSERT RESTRICTIONS LISTED IN COUNTY DEED] (the "Restrictions").

WHEREAS, the County acknowledges that Borrower desires to obtain the Loan from Lender and that Lender is willing to extend the Loan to Borrower from time to time in such amounts as Lender deems advisable, provided that this Tri-Party Agreement shall be and remain in effect, and all parties agree to Lender's mortgage on the following terms.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

NOW THEREFORE, the parties agree as follows:

1. Recital.

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. Restrictions.

Notwithstanding any default, foreclosure by the Lender, deed in lieu of foreclosure, or subsequent transfer of the Property resulting from the foregoing, the Restrictions set forth in the Deed shall remain in full force and effect, and shall constitute a restrictive covenant which shall run with the land, notwithstanding any other term herein.

Lender agrees that its Mortgage, Loan Documents, and any right or remedy set forth herein or in any other document, shall be subordinate to such Restrictions, and that any future sale or conveyance of the Property shall be subject to and encumbered by the Restrictions.

In the event of any conflict between this paragraph, and any term in this, or any other document, the terms of this paragraph shall supersede same.

This term shall survive the termination of this Agreement.

3. Reverter.

During the period that the Lender's Mortgage on the Property remains unsatisfied, or in the event of a breach of any Restriction by any future owner, the parties agree that the County shall have the right, but not the obligation, to exercise its right of reverter in the event of such a breach (as opposed to an automatic reverter). Such right shall be in addition to all other legal rights and remedies including but not limited to the right to file suit to enforce such restriction. The County may exercise such right by providing 30 days written notice to the Lender and the Borrower, and in such event, the County shall have the right to reenter and take possession of the Property and to terminate and revert in the County the estate conveyed by the Deed to the Borrower. In such event, all of the monetary investments and improvements made to the Property shall be forfeited without any compensation or right to compensation whatsoever. In the event of the exercise of such reverter, the Property shall revert encumbered only by the subject Mortgage, which may be paid off by the County at its option without penalty, and only to this extent, the reverter is subordinate to the lien of Mortgage. Any subsequent or other mortgage or encumbrance on the Property, if obtained without prior County approval, shall be subordinate to the County's right of reverter.

This term shall survive the termination of this Agreement.

4. Termination.

This Agreement shall terminate upon the earlier of the issuance of a Certificate of Occupancy for the property located at _____, Miami, Florida or the payment of the amounts due under the Loan Agreement. Upon termination, all terms of the original Deed shall still apply to the Property. Lender and Borrower shall provide written notice to the County

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

within five days of the payoff of the amounts due under the Loan Documents and/ or upon the issuance of such Certificate of Occupancy, along with written notice by the Lender that this Agreement is terminated. Failure to so provide the notice, however, does not affect the termination date of this Agreement, which shall be deemed effective upon the earlier of the aforementioned dates of the payoff or the issuance of the Certificate of Occupancy.

5. Notice to the County.

- (a) Anything contained in the Loan Documents to the contrary notwithstanding, if any default shall occur which entitles Lender to declare a default under the Loan Documents, which if uncured by the Borrower would result (*inter alia*) in an acceleration of the Note and a foreclosure of the Mortgage (a "Default"), Lender agrees to notify the County in writing (the "Default Notice") of the Default at least 15 days in advance of the proposed acceleration of the Note (if such Default is capable of being cured by the payment of money), and at least 30 days in advance of the proposed acceleration of the Note, if such Default is not capable of being cured by the payment of money (hereinafter, the "Default Notice Period"). During such 15 or 30 day Default Notice Period, the County may notify Lender of the County's desire to cure the Default, and pay or cause to be paid to Lender all payments then due and in arrears as specified in the Default Notice and which may become due during such 15 or 30-day period, and which may become due subsequent to such Notice, and /or comply, or in good faith with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of the Loan Documents then in Default and reasonably capable of being complied with by the County.
- (b) Any Default Notice to be given by Lender to the County pursuant to any provision of this Section 5 shall be deemed properly addressed if sent to the County in the manner specified in Paragraph 12 at the address given herein below, unless notice of a change of address has been properly given to Lender by the County. Exercise by the County of the right of reverter shall not prevent the Lender from foreclosing upon a future uncured event of default in the event that the County does not pay off the Mortgage upon the reverter.
- (c) Nothing contained herein should be construed as an obligation of the County to cure any Default of the Borrower, or to pay any amount due under the Mortgage and Note.

6. Procedure Upon Default.

- (a) If Lender shall elect to declare a Default by reason of any action or inaction of the Borrower, and the County shall have proceeded in the manner provided for by section 5 hereinabove, the specified date for acceleration of the Note as fixed by Lender in the Default Notice shall be extended for a period which is co-extensive with the County's performance of the Borrower's obligations under the Loan Documents, provided that the County or Borrower shall, during such period pay or cause to be paid all monetary obligations of Borrower under the

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Loan Documents as the same become due, and continue its good faith efforts to perform all of Borrower's other obligations under the Loan Documents.

- (b) In the event a Default shall have occurred, the Borrower fails to cure same and the County exercises its option to cure such Default on behalf of Borrower or Borrower otherwise violates one or more of the Restrictions, title to the Project shall revert back to the County after written notice to the Lender and the Borrower from the County (the "Reversion"). Upon the occurrence of a Reversion, the County agrees to file in the Public Records of Miami-Dade County, Florida a notice of transfer of title to the Project from the Borrower to the County.

Nothing contained hereinabove shall require the County to cure any Default of the Borrower, or to exercise its right of reversion, should it deem it in its sole discretion not to do so.

7. Approval of County Mayor. Pursuant to his delegated authority under Resolution No. _____, the County hereby approves a loan by _____ to Borrower in the amount of \$ _____, subject to the restrictions and provisions set forth herein. No written modification, extension, or renewal of this mortgage may be made without express written consent of the County.
8. Breach of Tri-Party Agreement. Any breach of this Agreement by the County or Borrower shall constitute a Default under the Loan Documents, and all indebtedness then owing to Lender under the Loan Documents shall, at Lender's option, become due and payable at once. Prior to repayment of the Loan in full to Lender, any funds or property of any kind received by the County from or on account of the Borrower or the Project, shall be held by the County in trust for Lender and shall be paid or delivered over to Lender upon demand. Waiver of earlier Defaults by Lender shall not be construed as waiver of any later breach.
9. Miscellaneous. This Agreement shall be binding upon all parties hereto and their respective heirs, assigns, successors, executors and administrators. This Agreement is assignable by Lender and shall inure to the benefit of any successor or assign of Lender. Borrower and the County hereby specifically acknowledge, accept and agree to the assignment of this agreement and Lender's rights hereunder, to any related or affiliated entity of Lender and to any permanent lender, and agrees to attorn to such assignee and to execute such modifications hereto or other documentation as may be required to facilitate such assignment.
10. Governing Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Florida (without giving effect to Florida's principles of conflicts of law). Borrower, Lender and the County hereby irrevocably submit to the non-exclusive jurisdiction of any Florida court sitting in the County of Miami-Dade, Florida, over any suit, action or proceeding arising out of or relating to this Agreement.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

11. Estoppel Certificate. The County and/or Borrower shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of the Loan), within 15 days after written request to Lender to do so, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether the Loan Documents have been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) that the Loan Documents are in full force and effect; (c) as to the existence of any default thereunder of which Lender has knowledge; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of the Borrower or the County of which they have knowledge; (e) as to the commencement and expiration dates of the term of the Loan Documents; and (f) as to any other matters as may be reasonably so requested. Any such certificate by the Borrower and/ or the County may be relied upon by Lender, any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on Borrower and/ or the County.
12. Notices. All notices, demand, or request, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be hand delivered or sent by either Federal Express or other recognized overnight delivery service, or by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party as provided below or at such other place as such party may from time to time designate in a notice to the other parties. Any notice shall be effective when hand delivered or three (3) days after the letter transmitting such notice is certified or registered and deposited in the United States mail.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice, if given to Lender, shall be addressed as follows:

If to County: MIAMI-DADE COUNTY
Attn: [INSERT]
111 N.W. First Street
Miami, Florida 33128

with copy to: INSERT

If to Borrower, to: INSERT

with a copy to: INSERT

If to Lender, to: INSERT

with a copy to: INSERT

13. Changes to Agreement. This Agreement may not be changed, amended, or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by all the parties hereto.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

(a) **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____ of MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, who is personally known or produced identification.

Print or Stamp Name:

Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

BORROWER:

[INSERT NAME]

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____, a Florida _____, as an act of the corporation and on behalf of said partnership, who is personally known or produced identification.

Print or Stamp Name:

Notary Public, State of Florida at Large

Commission No.:

My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

LENDER:

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____, who is personally known or produced identification.

of _____

Print or Stamp Name:

Notary Public, State

Commission No.:

My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "A"

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION AND FOLIO]

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "B"

COUNTY DEED

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "B"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199

Date Received ____/____/____
Received By: _____

INFILL HOUSING INITIATIVE Application for Private Lots/Contact update

Name of Applicant (Owner): _____ Phone No. _____

E-Mail Address _____

Mailing Address: _____

City _____, State _____ ZIP Code _____

Property Location _____ Folio No. _____

City _____, State _____ ZIP Code _____

Zoning: _____ Size of Property: _____ ft. X _____ ft. Acres: _____

Other required information:

1. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION: (If subdivided, lot, block, complete name of subdivision, plat book and page number. If metes and bounds complete description, including section, township and range.)
2. Site plan, floor plan, and elevation plans of the home.
3. Cashier's check or money order in the amount of \$250.00 payable to Public Housing and Community Development.
4. Submit printout from FL. Department of State, Division of Corporations; WWW.Sunbiz.org Website.

AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am the owner of the property herein described and agree to develop the property with affordable housing in accordance with the County's Infill Housing Initiative Program (Infill Program) requirements. I further depose and say that I have been provided a copy of the Infill Program Guidelines and understand the Program requirements.

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Sworn to and subscribed before this
_____ day of _____, 20__

Notary Public, State of Florida
My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "C"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199

Date Received: ____/____/____
Received By: _____

INFILL HOUSING INITIATIVE Developer's Progress Report (Submit one form for each folio)

This report is for the following calendar period (mark applicable period)

- ☐ January 1st through April 30th (report due May 25th)
☐ May 1st through August 30th (report due September 25th)
☐ September 1st through December 30th (report due January 25th)

Name of Developer (Owner) _____

Phone No. _____ Cell Number: _____

E-Mail Address _____

Mailing Address: _____

City _____, State _____ ZIP Code _____

Property Address: _____

Folio No. _____

City _____, State _____ ZIP Code _____

Property Conveyance Date _____

Date submitted plans for processing ____/____/____ and No: _____

Date building permit issued ____/____/____ and No: _____

Scheduled or actual Construction Start Date ____/____/____

Construction Percentage Complete: _____%

Certificate of Completion Date: ____/____/____ Submit Copy and No: _____

Sales Contract Date: ____/____/____

Submit Copy of Sales Contract and Name of Purchaser _____

Provide narrative detailing status of property and include all pertinent issues impacting progress not already indicated above. (Include additional sheets as necessary).

Explanation (Include copies of back-up documentation):

Date:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "D"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199

Date Received ____/____/____
Received By: _____

INFILL HOUSING INITIATIVE Application to Request Extension (Rev. 3/14/14)

Name of Applicant (Owner) _____
Phone No. _____ Cell Number: _____
E-Mail Address _____ Mailing Address: _____
City _____, State _____ ZIP Code _____
Property Location _____ Folio No. _____
City _____, State _____ ZIP Code _____
Date in which Developer received title to lot (or for private lots, date of letter approving private lot into Infill Program) ____/____/____
Date submitted plans for processing ____/____/____ Processing No. _____
Date building permit issued ____/____/____ Permit No. _____

Other requirements: Submit cashier's check or money order in the amount of \$60.00 payable to Public Housing & Community Development.

Criteria for Granting Extension

Extensions are subject to the approval of the Board of County Commissioners when Developers that cannot deliver the home as agreed due to issues which could not have been reasonably anticipated and are beyond the control of the Developer.

Developers are reminded however that extension approvals are at the sole discretion of the Board of County Commissioners and a lack of due diligence on all development issues required for the project, is not considered an excusable delay for which an extension will be granted. Additionally, the County will not consider a request for extension unless all real estate taxes are current.

The Developer understands that if the request is denied, he/she shall forfeit all rights to the property, including any construction of any infrastructure or any improvements in, on, to, or under the land, without recourse to recover any cost of said construction.

Signature of Applicant

Date

FOR OFFICIAL USE ONLY:

Extension Granted Pursuant to Resolution No. _____

Extension Expiration Date ____/____/____

Infill Housing Request for Extension
Page 2

Explanation:

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Rev. 11/14/17

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "E"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199

Date Received ____/____/____
Received By: _____

INFILL HOUSING INITIATIVE Application for Release of County Liens and Citations

Name of Applicant (Owner): _____

Tel. No. _____ E-Mail Address _____

Mailing Address: _____

City _____, State _____ ZIP Code _____

Property Location _____ Folio No. _____

City _____, State _____ ZIP Code _____

In order for the County to initiate the process to release the liens and citations on private lots, the Developer shall submit this application along with the following documents a minimum of 45-days prior to the expected closing date.

1. Deed showing the date the owner/Developer purchased the lots
2. List of all liens and/or citations to be released
3. Copies of all liens and/or citations to be released
4. Cashier's check or money order in the amount of \$500.00 (plus any applicable fees, see Section XIX program fees) payable to Public Housing and Community Development.

The County will record the Special Release of Lien within five (5) business days of receiving the following additional documents:

5. Certificate of Occupancy for home
6. Closing Statement
7. Certificate of Qualification for buyer
8. Warranty Deed from Developer to Qualified Household
9. Recorded Affordable Housing Restrictive Covenant

Failure to submit all of the required documents within the requested timeframe may delay the release of the liens.

Applicant Signature

Date

Rev. 2/7/2017

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "F"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199

Date Received ____/____/____
Received By: _____

INFILL HOUSING INITIATIVE Impact Fee Refund Application

Applicant must use blue ink for this application to be considered valid

Name of Applicant (Owner) _____ Tax ID Number _____
Phone No. _____ E-Mail Address _____
Mailing Address: _____
City _____, State _____ ZIP Code _____
Property Location _____ Folio No. _____

In order to obtain a refund of impact fees, the following documentation must be provided along with this application to the Infill Program:

1. Copy of recorded Warranty Deed (including Infill Program language) of the current owner
2. Proof in the form of a certificate of qualification and/or loan commitment letter stating that the buyer meets the eligibility requirements of a low-income buyer (80% or less of median income)
3. Receipts of paid impact fees, if available.
4. Developer Affidavit

Mark "X" to sections that apply:

- _____ Pursuant to Section 14 (d) (2) of Chapter 33E of the Code of Miami-Dade County (Road Impact Fee Ordinance) and Section VII. G. 2. of the Miami-Dade County Road Impact Fee Manual, as amended.
- _____ Pursuant to Section 8.G.1 of Chapter 33J of the Code of Miami-Dade County (Fire & Emergency Medical Services Impact Fee Ordinance) and Section V. H.1 of the Miami-Dade County Fire & Emergency Services Impact Fee Manual, as amended.
- _____ Pursuant to Section 7.G.1 of Chapter 33I of the Code of Miami-Dade County Ordinance (Police Services Impact Fee) and Section IV.D.1. of the Miami-Dade County Police Services Impact Fee Manual, as amended.
- _____ Pursuant to Section 14.C of chapter 33H of the Code of Miami-Dade County (Park Impact Fee Ordinance) and Section XIII. C. (1) of the Miami-Dade County Park Impact Fee Manual, as amended.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Impact Fee Refund Application (page 2)

Process #	Site Address and Unit # (If any)	Type of Housing	Folio #	Loan #
Sales Price	Family Size	Family Name	Gross Yearly Income	% Median Income

The Developer hereby certifies that the information reflected in this form is true and correct to the best of his/her knowledge and belief.

Applicant Signature: _____ Date: _____

BELOW FOR OFFICIAL USE ONLY

Public Housing and Community development (PHCD) through its Infill Program hereby certifies that the purchaser(s) of the above mentioned housing unit was, at the time of closing, determined to be at or below 80% of the median income for the area.

Approved By: _____ Title: PHCD Director Date: _____

	Amount	Distribution
Refund amount road impact fee:	_____	_____
Refund amount fire & emergency service fee:	_____	_____
Refund amount police services impact fee:	_____	_____
Refund amount parks impact fee:	_____	_____

The Permitting, Environmental and Regulatory Affairs through its Impact Fee Section hereby certifies that the above housing unit(s) complies with the affordable housing exemption of the aforesaid sections of the Miami-Dade County Code and is entitled to a refund of the Miami-Dade County road, fire police and parks impact fees.

Approved By: _____ Title: Permitting, Environmental & Regulatory Affairs Director
Date: _____

EXECUTED FORMS MUST BE FORWARDED TO:
Department of Regulatory and Economic Resources Impact Fee Section
11805 SW 26 Street (Coral Way)
Miami, Florida
(786) 315-2670

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "G"

INFILL HOUSING INITIATIVE PROGRAM Compliance Certificate

This certificate shall be recorded with the deed.

This Infill Housing Initiative Program Compliance Certificate executed by the undersigned to certify that the individual(s) named below is/are in compliance with the rights, restrictions, covenants and agreements contained in the Affordable Housing Restrictive Covenant for Homebuyers recorded in the public records of Miami-Dade County at OR BOOK _____ Page(s) _____ on _____; that they have met the eligibility requirements specified below; and that they are qualified to purchase an affordable home through the County's Infill Program.

Name of Buyer(s): _____;

Property Address: _____

Folio No.: _____ Family Size: _____ Purchase Price of Home: \$ _____

I Certify that _____;

_____ Has completed the Eight Hour Home Ownership Course through _____, Inc.

_____ Meets the Income limits for a _____ (low or moderate) income Qualified Household according to PHCD's current standards.

_____ Is a first time home buyer and has no previous financial interest in another home according to the U.S. Department of Housing and Urban Development definition of a First-Time Homebuyer.

_____ The home is subject to an Infill Housing Initiative Program Affordable Restrictive Covenant recorded in OR BOOK _____ Page(s) _____ on _____ which requires that all owners meet the eligibility requirement of the Infill Program and based on the resale price formula restricts the resale price of the property to no more than \$ _____.

Resale Price Formula:

Current HUD Median Income: \$ 48,100.00

Resale Price Multiplier (from original sale) 3.6552

Maximum Resale Price: \$175,815.12

PHCD Director

Date

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "H"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199
Folio No.: _____

Date Received: ____/____/____
Received By: _____

INFILL PROGRAM Rental Application

Name of Applicant (Owner): _____
Phone No. _____ E-mail Address _____
Mailing Address: _____ City _____, State _____ ZIP Code _____
Property Folio Number _____
Property Address _____ City _____, State _____ ZIP Code _____
Name of Renter (Head of Household) _____ No. of Family Members _____
Move-In Date _____ Length of Lease (years) _____
Renter Eligibility (check one) _____ Section 8 Choice Voucher Holder _____ Transition Housing Program
_____ Domestic Violence Program _____ Other Program (specify) _____

In order for the County to approve this application, the Developer shall submit the following documents along with the application a minimum of 30 days prior to the expected move-in date.

1. Copy of Multiple Listing Agreement
2. Photo of the "For Sale" sign with the property for rent in the background
3. Executed Copy of the Lease Agreement
4. Documentation from an affordable housing rental program stating that the renter is a program participant
5. Annually present to PHCD a copy of the lease, annual certification of total family income.
6. Cashier's check or money order in the amount of \$200.00 payable to the Public Housing & Community Development.

OWNER AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am the owner of the property herein described and agree to rent the property to an affordable family for minimum of 12 months, and I further attest that I have listed my property for sale in the multiple listing services for no less than 3 months, I have posted a "For Sale" sign at the property address, and I have lowered my asking price at a minimum of 5% in accordance with the County's Infill Program and in accordance with IO 3-44 and Infill Program Guidelines. I will notify the Infill Program of any change in renter or terms at least annually. I further depose and say that I have been provided a copy of the Infill Program Guidelines and understand the Program requirements.

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before this

_____ day of _____, 20__

Notary Public, State of Florida

Effective Date: 05/01/16

My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "I"



Public Housing and Community Development
Infill Program
701 NW 1 Court, 16th Floor
Miami, Florida 33136
Main Number: (786) 469-4226
Fax Number: (786) 469-4199
Folio No.: _____

INFILL HOUSING INITIATIVE AFFORDABLE HOUSING RESTRICTIVE COVENANT FOR HOMEBUYERS

THIS AFFORDABLE HOUSING RESTRICTIVE COVENANT ("Covenant") is made this _____ day of _____, 201____, by (Buyer)_____, (hereinafter referred to as the "Owner"), in favor of Miami Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, the Owner holds title to certain property located at Street, Miami, FL. (address), and legally described in Exhibit "A," (the "Property"), attached hereto and made a part hereof by this reference; and

WHEREAS, the Property was developed as affordable housing for low or moderate income households in accordance with the Miami-Dade County Infill Housing Initiative (the "Program"); and

WHEREAS, pursuant to this Program, eligible homebuyers are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than the maximum resale price, all as more fully provided herein; and

WHEREAS, in order to qualify for such participation the Owner hereby makes the following binding commitments to ensure that the Property complies with the requirements of the Program;

NOW, THEREFORE, as consideration for the conveyance of the Property at less than fair market value, and other good and valuable consideration which the owner acknowledges, the Owner, including his/her/their heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by and through its designated agency.

1. **Definitions.** In this Covenant, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable means where the mortgage payment, including taxes and insurance, does not exceed 30 percent of the amount which represents the percentage of the median annual gross income for low and moderate income households. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark.

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Capital Improvements means the documented commercially reasonable cost of structural improvements made to the Property by the Owner which increase the total square footage of the home.

Certificate of Qualification means a certificate issued by the County or a designated non-County agency that has been authorized by the County to qualify households, establishing that a household is qualified to purchase an affordable dwelling unit. Certificates of Qualification shall be valid for 12 months.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Control Period means the 20-year period during which the eligible home must remain affordable. The control period begins on the initial sale date of the eligible home and resets automatically every 20 years for a maximum of 60 years, except that in the event the home is owned by the same owner for an entire 20-year period, said home shall be released from the affordability restrictions contained in this covenant.

Dwelling Unit means a unit, whether detached or attached to another such unit, that houses a single family and that can be sold in fee simple ownership.

Eligible Housing or Eligible Home means any dwelling unit that is: (i) located on an Infill parcel; (ii) constructed in accordance with the Program; and (iii) used as the primary residence of a qualified household.

Eligible Purchaser means one or more natural persons or a family that is a first-time homebuyer, has obtained a first-time homebuyer counseling certificate within the past 12 months; has been determined by the County to meet the eligibility requirement of a low income or moderate income household according to the income limits, adjusted to family size, published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household, and that said purchaser has received a Certificate of Qualification.

First Time Homebuyer means an individual who has had no ownership interest in a principal residence during the 3-year period ending prior to the date of purchase of the Property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers); a single parent who has only owned a home with a former spouse while married; an individual who is a displaced homemaker and has only owned with a spouse; or an individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.

Low Income Household means those households whose total annual adjusted gross income is 80% percent or less than the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

Maximum Resale Price means the sum of (i) the current area median income for the Metropolitan Area of Miami-Dade County as published by the U.S. Department of Housing and Urban Development (HUD) multiplied by the resale price multiplier, as defined herein, (ii) capital improvements, if any, however, in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Household earning 140% of the Area Median Income, as required by the Program for an eligible household to obtain mortgage financing (as such purchase price is determined by County), and further provided that the Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

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Maximum Sale Price Up to \$235,000.00 for County-owned properties and \$245,000.00 for Private Properties or such other amount set by the Board of County Commissioners, not to exceed an amount affordable at the maximum target income range set forth in Chapter 17, Article VII of the Code of Miami-Dade County, taking into account (a) family size; (b) an annual fixed interest rate based on a thirty (30) year mortgage term; (c) payment of up to five percent (5%) down payment by a Eligible Household; and (d) an estimation of annual property taxes, assessments, loan insurance and financing fees, allowances for property maintenance and repairs, homeowners insurances, homeowner association fees, if any, and allowances for utilities. The sales price set forth herein, i.e. \$235,000.00 for County-owned properties and \$245,000.00 for Private Properties, shall remain the maximum sale price for said units for a period of one (1) year from the effective date of this Implementing Order. The Department Director shall annually review the affordability of the maximum sale price, and, in the event the Department Director determines that it is necessary to increase or decrease said sale price, the Department Director shall recommend a new sale price for approval by the Board of County Commissioners.

Moderate Income Household means those households whose total annual adjusted gross income is greater than 80% and less than 140% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price from the Developer to the first eligible homebuyer by the HUD Area Median Income for the Metropolitan Area of Miami-Dade County at the time of sale. A resale price multiplier of _____ is hereby assigned to this Property.

Resale Price Multiplier Calculation: _____ \$ _____
Current HUD 201 _____ Area Median Income - Revised _____ \$ _____
Resale Price Multiplier: _____

2. **Owner-Occupancy/Principal Residence.** The Property shall be occupied and shall be used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of County; provided, however, this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of County shall be paid upon demand by Owner to County for deposit in its Affordable Housing Trust Fund. County may institute proceedings to terminate such lease or rental agreement and to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees and costs of litigation. Upon recovery, after payment of costs, the balance shall be paid to County for deposit to its Affordable Housing Trust Fund. In the event that County consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceeds the actual carrying costs of the Property as determined by County, shall be paid to County for deposit in the Affordable Housing Trust Fund.

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4. Notice of Sale.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify County in writing of the Owner's intent to sell the Property (the "Notice of Sale"). County shall calculate the Maximum Resale Price which the Owner may receive for the sale of the Property based upon the average rate of real property appreciation for the Metropolitan Statistical Area (MSA) during the period the home was owned by the current Owner plus any documented capital improvements as defined herein.

(b) County shall have 60-days from receiving the Notice of Sale from the Owner to enter into a Purchase and Sale Agreement at or below the Maximum Resale Price or provide the owner with written notification of the County's intent to waive its right of first refusal.

(c) Should County not exercise its right of first refusal, County shall assist the Owner in identifying an Eligible Purchaser ready, willing and able to purchase the Property at or below the Maximum Resale Price. Owner shall fully cooperate with County's efforts in assisting Owner to locate an Eligible Purchaser, and, if so requested by COUNTY, shall hire a broker acceptable to County to assist in locating an Eligible Purchaser.

(d) Should Owner be unable to identify an Eligible Purchaser within 120-days of County receiving the Notice of Sale, Owner shall have the right to require County purchase the property at or below the Maximum Resale Price, provided Owner has made a good faith effort to sell the property to an eligible purchaser, to include agreeing to reasonable terms and conditions in a purchase and sale agreement. County, at its sole discretion, shall have the right to extend the 120-day period if in the opinion of County the Owner has not made a good faith effort to sell the Property or has not cooperated with County in selecting an eligible purchaser.

(e) Nothing in this Restriction constitutes a promise, commitment or guarantee by COUNTY that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(f) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Notice of Sale.

5. **Delivery of Deed.** In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Notice of Sale, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements or record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record, including, but not limited to this Affordable Housing Restrictive Covenant. The deed shall specifically provide that the Property is subject to this Covenant and shall reference the Official Record Book and Page number of the recorded covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

6. **Resale and Transfer Restrictions:**

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors, and no attempted sale shall be valid, unless

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the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by County which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefore, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to County a copy of the Deed of the Property, together with the recording information. Failure of the Owner or Owner's successors to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Discrimination.** The Owner shall not discriminate against any person in the exercise of its obligations under this Covenant and all such actions shall be taken without regard to race, age, religion, color, gender sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully, used.

8. **Survival of Restriction Upon Exercise of Remedies by Mortgagees.**

(a) The holder of record of any mortgage on the Property (each, a "Mortgage") shall notify County and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to County as set forth in this Restriction, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the County the right and option to purchase the Property upon receipt by the County of the Foreclosure Notice. In the event that the County intends to exercise its option, the County or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgages senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements,

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covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the County or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the County or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the County or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of the recorded covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the County or its designee or the enforceability of the restrictions herein.

(c) Not earlier than sixty (60) days following the delivery of the Foreclosure Notice to County and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state or local taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth above.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the County for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the County is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the County. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the County under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the County.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to this Covenant, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of the recorded covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to this Covenant except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such

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Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to this Covenant and shall reference the Official Record Book and Page number of the recorded covenant. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 8, County shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 8 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(h) The Owner understands and agrees that nothing in this Covenant constitutes a promise or guarantee by the County that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 8 shall supersede the provisions of Section 4 hereof.

9. The County is the beneficiary of this Covenant; and, as such, the County may enforce these restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, as well as civil and criminal penalties as provided in the Miami-Dade County Code.

10. If any covenant, restriction, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Miami Dade County, Florida.

11. This Covenant shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

12. It shall be at the sole discretion of the County through its Board of County Commissioners (the "Board") to amend or terminate any portion of this Covenant through the adoption of a Resolution. Any such amendment or termination shall be by a majority vote of the Board.

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IN WITNESS WHEREOF, this Affordable Housing Restrictive Covenant has been executed by the Owner hereto on the day and year first above-written.

Witness:

Owner:

Print Name

Witness:

Owner:

Print Name:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, who [] is personally known to me or [] produced _____ as identification.

My commission expires:

Notary Public

Print name: _____

DO NOT EDIT, ADD, ALTER OR CHANGE THIS RESTRICTIVE COVENANT

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EXHIBIT "A"

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION AND FOLIO]

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EXHIBIT "J"

Date: _____

(On Developer Letterhead)

Hold Harmless Affidavit

Address: _____

Folio Number: _____

To Whom It May Concern:

Miami-Dade County (The County) and its employees, are not responsible for code violations, County liens and citations, and open permits, unless the County agrees to release County liens and citations in accordance with Infill Program Guidelines (Section XV). In addition, The County shall be held harmless for any construction defect found in the home after the sale.

Buyer Signature

Buyer Name (Print Full Name)

Notary Public (Print Name)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, He/She is personally known to me or has produced _____ as identification.

(Notary)

My Commission Expiration

Seller Signature

Seller Name (Print Full Name)

Name of Developer

Notary Public (Print Name)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, He/She is personally known to me or has produced _____ as identification.

(Notary)

My Commission Expiration

Closing Process: At closing, complete the Hold Harmless Affidavit on the Developer's letterhead. This Affidavit must be completed and executed by the Developer (Seller) and the Buyer (Qualified Household) at closing and returned to Attn: Infill Housing Initiative Program, Public Housing and Community Development (PHCD), 701 NW 1st Court, Miami, FL 33136.