Memorandum

MIAMI-DADE COUNTY

Date: April 14, 2014

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

From: Carlos A. Gimenez, Mayor

Subject: 2014 Status Report on the Infill Housing Initiative Program for Calendar Year 2013

The purpose of the Infill Housing Initiative Program (Program) is to increase the availability of affordable homes for low, low- and moderate-income persons; maintain a stock of affordable housing; redevelop urban neighborhoods by eliminating blight of vacant lots and dilapidated or abandoned properties; equitably distribute homeownership opportunities within the Infill Target Areas; and generate payment of ad valorem taxes. The Program encourages the redevelopment of vacant property through the sale or transfer of County property to qualified developers who are required to build affordable single-family homes to be sold to income eligible households.

Pursuant to Florida Statute, Section 17-128.1, an annual report shall be submitted to the Board of County Commissioners (Board) that includes the following information:

- List of lots made available and conveyed to qualified developers (Attachment A): 15 lots
- Number of homes built and sold to qualified households: 46
- Amount of liens released on County and private property developed for the Program: 42
- Legal actions taken against violators: None

The Public Housing and Community Development Department, through the Internal Services Department, issued a solicitation for a replacement developer pool for the Infill Program through Requests for Qualifications No. 839. On September 17, 2013, the Board approved, through Resolution No. R-739-13, the establishment of a 15-member developer pool. Subsequently, a new Work Order Proposal Request, WOPR No. 4, was issued on April 4, 2014. Currently, there are approximately 163 vacant lots surplused for the Program that are listed in WOPR No. 4, with lots located in Districts 1, 2, 3, 5, and 9.

The Program Guidelines are reviewed periodically to reflect departmental responsibilities and other necessary changes as the Program evolves to meet the challenges and changes in the real estate market. Staff considers input from other County departments, the development community, and the newly formed developer pool. The Guidelines were revised on March 17, 2014 (Attachment B) and currently available on PHCD's website.

Should you have any questions, please do not hesitate to contact Gregg Fortner, Executive Director, Public Housing and Community Development at 786-469-4106.

Attachments

c: Robert A. Cuevas, Jr. County Attorney
Russell Benford, Deputy Mayor
Gregg Fortner, Director, PHCD
Charles Anderson, Commission Auditor

Attachment A

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD) INFILL PROGRAM				
LOTS MADE AVAILABLE AND CONVEYED TO QUALLIFIED DEVELOPERS (FOR CALENDAR YEAR 2013)				
Folio	Developer	Address	Lot Size	District
30-3102-010-0250	MILLENIUM DEVELOPMENT GROUP,LLC.	1568 NW 101 ST	9,996	2
30-3110-057-0185	JT RESIDENTIAL INVEST, LLC	1920 NW 83 ST	5,874	2
30-3110-057-0205	JT RESIDENTIAL INVEST, LLC	1907 NW 82 ST	5,874	2
30-3116-009-7130	ROBERT COMES	2779 NW 58 ST	5,160	2
01-3126-008-0260	HOUSING PROGRAMS, INC.	787 NW 34 ST	7,193	3
01-3122-052-0490	HOUSING PROGRAMS, INC.	1534 NW 52 ST	10,000	3
01-3123-015-1210	HOUSING PROGRAMS, INC.	4821 NW 15 AVE	6,950	3
01-3123-037-1263	HOUSING PROGRAMS, INC.	1253 NW 43 ST	11,000	3
01-3126-008-0265	HOUSING PROGRAMS, INC.	793 NW 34 ST	7,193	3
01-3126-039-1300	HOUSING PROGRAMS, INC.	1276 NW 31 ST	6,125	3
01-3126-039-1490	HOUSING PROGRAMS, INC.	2961 NW 13 AVE	4,950	3
30-2136-017-0150	HOUSING PROGRAMS, INC.	470 NW 108 TER	6,000	3
30-3115-005-5790	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1869 NW 68 ST	3,600	3
30-3122-029-0320	PRECIOUS HURSEY	4444 NW 22 CT	5,822	3
30-6913-002-0180	MARIO ZALDIVAR	21920 SW 118TH AVE	7,500	9

MIAMI-DADE COUNTY

Delivering Excellence Every Day

INFILL HOUSING PROGRAM GUIDELINES

Prepared By:
Public Housing and Community Development
Infill Housing Program
701 NW 1 Court, 16th Floor
Miami, FL 33136
(786) 469-4226

March 17, 2014 (Revised)

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I. PURPOSE

The Infill Housing Program (herein Infill Program) has established goals to increase the availability of affordable homes for low and moderate income Qualified Households; provide 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 in so doing, generate payment of ad valorem taxes. The Infill Program provides incentives to encourage Qualified Developers to build affordable housing within the infill target areas. These incentives include free land for Qualified Developers, forgiveness of County liens and citations on Miami-Dade private lots (for not-for-profit owners), deferral of County liens, deferral and/or refund of impact fees, and assistance in the form of second mortgages for qualified buyers. 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, permit Qualified Developers to rent these homes to qualified very low, low or moderate income families until this exception sunsets April 16, 2014.

The Infill Program is for new construction of single family homes. The County will, at its sole discretion, determine applicability of properties to the Infill Housing Program.

The procedures established to carry out the goals of the Infill Program are administered by Public Housing and Community Development (PHCD), as of November 1, 2011.

The Infill Housing Program Guidelines (herein Infill Guidelines) will be updated from time to time. The latest published Guidelines shall be applicable. http://www.miamidade.gov/housing/infill-housing-homebuyers.asp

II. DEFINITIONS

Affordable: Where the mortgage payment, including taxes and insurance, does not exceed 30 percent of the amount of the median annual gross income for 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 PHCD or any other County or non-County agency that has been authorized by PHCD to qualify Qualified Households. Certificates of Qualification shall be valid for 12 months.

Compliance Certificate: A certificate issued by PHCD 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 owned by the County, which is made available to Qualified Developers for the development of affordable housing.

Dwelling Unit: 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: Any dwelling unit that is: 1) located on an infill parcel; 2) constructed in accordance with these guidelines and other applicable requirements; and 3) used as the primary residence of a Qualified Household.

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 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 Parcel: A parcel of land that is located within the Infill Target Areas and is suitable for residential development of four (4) dwelling units or less.

Infill Target Areas: The areas of the County designated as the Urban Infill Target Area (UIA), 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 UIA and TUA, and 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: Property that is not owned by Miami-Dade County or other government entity.

Proposer: A Qualified Developer that submits a proposal in response to a County competitive solicitation.

Rental Price: Rents that do not exceed the monthly Fair Market Rent 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 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.

Qualified 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 has been qualified by the County as having the requisite experience and capacity to build affordable housing through the Infill Housing 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 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.

Qualified Household: An eligible Qualified Household that has received a certificate of qualification from the County or other County approved agency.

Urban Infill Target Area (UIA): 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.

III. COUNTY SUBSIDY PROGRAMS

1. **Homebuyer Assistance**
   The County offers financial assistance to eligible low, and moderate income homebuyers through various County programs including, but not limited to the following:

   A. **Public Housing and Community Development (PHCD):**
   PHCD 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 PHCD'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 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 .

2. **Qualified Developer Assistance/Incentives**

   A. **Building Permit Expedite Process:** Homes being developed in the Unincorporated Municipal Service Area (UMSA) through the County's Infill Housing Program qualify for the Regulatory and Economic Resources Department (RER) expedited permit process. PHCD provides Qualified Developers with a letter indicating that the lot is being developed through the Infill Housing Program. That letter shall be presented by the Qualified Developer to the RER Department when applying for a building permit in order to qualify for the expedite process.

   B. **Release of County Liens and Citations:** See Section XV

   C. **Refund of Impact Fees:** See Section XVI

   D. **County-owned land awarded for no cost, other than County fees, to Qualified Developers.**

IV. MINIMUM INFILL HOUSING ARCHITECTURAL AND SPACE REQUIREMENTS

1. Submittal

A. Each Qualified Developer shall submit floor plans and elevations with clear legible dimensions to PHCD prior to construction to review for minimum architectural and space requirements detailed in this Section.

B. Any units constructed through the Infill Housing Program shall comply with the space requirements and standards contained in this section.

C. Construction shall be restricted to code-approved site-built homes: no modular, manufactured, or prefabricated home designs will be approved. Building design shall provide for safe, secure, healthful, and attractive living facility and 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; comply with all building code requirements including light, ventilation, fire, and accident protection; use of space; and sanitation facilities.

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

A. The Infill Guidelines are not intended to serve as building code, such codes are primarily concerned with health, safety, and welfare. Where the Florida Building Code, local, state, or federal regulations require lower standards, the Infill Housing Program Guidelines as specified herein shall apply.

B. The Infill Guidelines is not intended to supersede Article VII, Section 17-121, et seq. of the Code of Miami-Dade County or Implementing Order No. 3-44, which pertain to the Infill Program, but is intended to provide further guidance for the implementation of the Code and Implementing Order.

C. The Infill Guidelines and/or PHCD review of Qualified Developer's documents, proposals and/or inspections by the County, shall not be construed as relieving the Qualified 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.

D. PHCD 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 Qualified 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 built through the Infill Housing Program.

3. Site Requirements

A. 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.

B. 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.

C. Single-family homes with enclosed carports or garages are encouraged.

D. Landscaping, including tree removals and replacements, shall conform to all applicable codes.

E. Each Qualified 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.

F. Each Qualified Developer shall be required to provide landfill and grading as necessary to meet all applicable requirements on floor elevations and drainage.

G. 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.

H. 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.

4. Minimum Net Space Requirements

A. 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.

B. 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"

C. Linen Storage shall be provided as follows:

1) Minimum shelf area: 10 sq. ft. for 1 and 2 bedroom units;
2) 15 sq. ft. for three or more bedroom units.

3) Spacing of movable shelving: not less than 12 inches in other closets.
4) Location as close as possible to bathrooms.

D. General Storage

1) 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 shall conform to either column 1 or column 2 of the following chart.

2) General Storage Requirements (Square Feet)

	Column 1	Column 2
1 BR Unit	17	34
2 BR Unit	17	34
3 BR Unit	22	50
4 BR Unit	22	50

Note: Column 1 storage shall be located entirely within living unit.
Column 2 storage shall be at least fifty percent (50%) located within the living unit.

3) Attic space, if provided, may only count as 20% 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 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".

E. Bathrooms

1) Units having one or two bedrooms shall be furnished with a minimum of one (1) bathtub.

2) Units having 3, 4, or more bedrooms shall have at least two full baths, with a minimum of one bathroom containing a bathtub.
3) 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.
4) Bathrooms shall be provided with the following accessories:
   i. Securely mounted soap dish and towel bar with holders at tub and shower.
   ii. Shower curtain rod at tub and enclosure at shower.
   iii. Soap dish at lavatory (soap dishes may be integral with the fixture).
   iv. Toothbrush holder at lavatory.
   v. Toilet paper holder accessible from water closet.
   vi. Medicine cabinet with mirror. (Fixed wall mounted mirror is optional).

5) 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 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.
6) Lighting and ventilation to comply with current building code requirements.

F. Kitchen

1) 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.

2) Kitchen Appliances and Equipment Requirement
   a. Refrigerator with a minimum size of 18 cubic feet.
   b. Range and oven combination with a minimum width of 30 inches.
   c. Stainless steel double sink for each unit.
   d. Re-circulating range hood fan with light in naturally ventilated kitchens or exterior vented range hood exhaust fan with light(s) in kitchen.

G. Other Requirements

1) Smoke Detector asper the Florida Building Code (FBC.)
2) Exterior door viewer/knocker (Door bell is optional).
3) Water heater drain pans if located on the 2nd floor.

4) Energy conservation measures to comply with state energy code.
5) Heating, ventilation, and air conditioning (HVAC) - provide energy efficiency rating as per the South Florida Building Code (SFBC.)
6) Units shall meet present fire exit code requirements dealing with minimum window dimensions and height.
7) Main pedestrian entrance shall have a minimum 4'-0" roof overhang.
8) Secondary pedestrian entrances shall have a minimum 3'-0" roof overhang.
9) Evidence of building and zoning final inspection and/or Certificate of Occupancy.
10) 100% building warranty by each Qualified Developer from date of closing, as per state or county law whichever is more stringent. (Not applicable for same home resale.)
11) Roofs for one (1) and two (2) story buildings shall be (a) in compliance with the FBC, and (b) conform to the surrounding neighborhood. Class "A" fire rated SFBC covering if required. Aesthetically, variations of exterior elevations will be considered favorably.
12) Provide to buyer at closing copy of roof warranty: A manufacturer's labor and material 15-year warranty and a minimum 5-year workmanship warrantee. (Not applicable for same home resale.)

5. Optional Provisions

A. These items (if provided) will be only considered favorable for the proposed project but are not required.

1) Extended homebuyer's warranty policy.
2) Window in master bathroom.
3) Bathroom vanity cabinet.
4) Window in kitchen.
5) Kitchen cabinet space exceeded by at least 20%.

6. Duplexes, Triplexes and Fourplexes

A. Only side by side design will be approved.

B. Each unit shall be constructed with separate water meters, electrical meters, and sewer connections.

C. Fireproof party walls that go all the way to the roof shall be constructed between each unit in accordance with the FBC.

D. The Qualified 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 Infill Program.

E. 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.

F. The construction plans shall show a minimum of two (2) exterior doors per unit.

G. The Qualified Developer shall provide a survey with separate legal descriptions for each unit.

V. PROCESS TO DEVELOP COUNTY-OWNED LOTS

1. Selecting Qualified Developers from Developer Pool

The Infill Housing Developer Pool (Developer Pool) is selected through a Request for Qualifications (RFQ) process and evaluated in accordance with criteria indicated below. Subsequent to selection of the Developer Pool, County-owned lots are offered to the Developer Pool for development, at no cost, other than a closing processing fee, through a Work Order Proposal Request (WOPR) process.

2. Selecting Qualified 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 Qualified Developers who request County-owned lots pursuant to Section 125.379 or 125.38, Florida Statutes will also be evaluated as indicated below. There will be no cost to Qualified Developer, other than a closing processing fee, for requested County-owned lots.

3. Evaluation and Scoring

Unless Implementing Order No. 3-44 is waived by the Board of County Commissioners, evaluation and scoring of submissions for Qualified Developers for the Developer Pool and for Not-for-Profit Qualified Developers under Section125.379 or Section 125.38, is performed by the Affordable Housing Selection Committee (AHSC) which will meet as necessary to evaluate and score Proposals in accordance with criteria indicated below:

A. <u>Proposer's Experience and Past Performance</u>

1. State the number of years that the proposer has been in existence, the current number of employees, and the primary markets served.

2. Provide a description of the proposer's past performance and experience that qualifies Proposer to build affordable single family housing.

3. Provide a listing of all single family home developments (identify those that qualified as affordable housing), completed, in process or not completed in the past seven years. The listing should identify for each project:

a. Client,
b. Development name (if applicable) and address,
c. Description of the project,
d. Total dollar value of the project,
e. Dates covering the term of the project,
f. Client contact person, phone number and e-mail,
g. Statement of proposers specific involvement with the project, and
h. The results of the project. Was the project completed on time and within budget? If not, why?

List and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

4. 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." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:

   a. Name of the County Department which administers or administered the project,
   b. Development name (if applicable) and address,
   c. Description of the project,
   d. Total dollar value of the project,
   e. Dates covering the term of the project,
   f. County department contact person, phone number and e-mail,
   g. Statement of Proposers specific involvement with the project, and
   h. The results of the project. Was the project completed on time and within budget? If not, why?

5. Provide a statement and substantiating documents regarding the Proposer's ability to comply with the requirements of a Payment and Performance Bond, (if applicable).

6. Describe Proposer's approach to meeting time schedules and budgets for current or previous projects and provide examples of how this approach was implemented.

7. 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.

8. 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:

    a. Property address and Folio number
    b. Property owner
    c. Violation(s) (specify)
    d. Notice(s) to Cure received
    e. How violation(s) or Notice(s) were satisfied
    f. If not satisfied, what actions and by what date will violations or notices be satisfied

9. Proposer shall describe how it intends to monitor its properties to avoid violations, citations, notices and keep real estate taxes amount.

B. Development Team, Key Personnel and Functions

1. 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.

2. Provide an organizational chart showing all Development team members by company and all key personnel, including their titles and function, 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 their key personnel.

3. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Development team companies who will be assigned to this project.

4. 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.

5. Provide resumes, if available, 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.

C. Proposed Approach to Providing Services

1. Describe the Proposers development approach including how it intends to finance the project.

2. Provide a sample marketing plan designed to reach eligible participants for the Infill Program. The plan should include the methodology, project organization, management, and recommended approach to reach eligible participants and ensure participants are qualified to purchase the homes upon completion.

3. Explain the Proposer's ability to provide code-compliant architectural plans in a timely manner for development through the Program.

4. Describe Proposers 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).

5. Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots or rehabilitate existing homes and ensure projects are completed on time and within budget.

6. Proposer shall address their ability to provide for:
   a. Green and sustainable building practices to promote efficiency throughout the lifecycle of the development.
   b. Potential for housing dedicated to special needs communities.
   c. Ability to maximize the density of the noncontiguous sites.
   d. Ability to complete all parcels simultaneously.
   e. Ability to leverage the development of the parcels through the purchase of additional land thereby creating a more contiguous community.
   f. Ability to identify, apply for, and secure funding and/or tax incentives for the proposed development.

D. Building Plans for Proposed Models

1. Proposers shall submit building plans and elevations with legible dimensions of each model they propose to build on a particular lot. In addition, Proposer shall submit the following information: square footage of the interior air conditioned space, 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.

E. Proposers Financial Capacity

1. 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 Proposers 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.

4. Awarding County Lots.

County lots are made available to the pool of Qualified Developers through a WOPR. The WOPR specifies the lots that are being made available as well as the targeted income level of the buyer. Only Qualified Developers in the Developer pool are eligible to respond to the WOPR. Award of the lots will take into account the following criteria:

A. **Architectural Design:** The Qualified Developer shall provide two sets of plans for each model being proposed consisting of a site plan, floor plan, front, side and rear elevations. All homes shall comply with the Minimum Architectural and Space Requirements found in Section IV herein and any and all other applicable requirements and codes. The Qualified Developer should provide variations in design and building facades; however, the design of the home should be compatible with the character of the neighborhood.

B. **Home Price:** In no event shall the home exceed the Infill Program's maximum sales price, which is currently **$175,000** or appraised value, whichever is lower.

Failure to adhere to the maximum sales price will result in a one-year suspension from the pool for the first incident and removal from the pool after the second incident. Increases may be approved by the AHSC only in **extraordinary** circumstances, i.e. natural disaster or fire which may have caused a delay in the project.

C. **Application to Release County Liens and Citations:** Prior to the County awarding vacant County lots, the Qualified Developer may submit an "Application to Release County Liens and Citations" with copies of the liens and citations. Qualified Developers are encouraged to hire a title firm to perform a title records search and submit any irregularities to PHCD (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; Qualified Developers should file quiet title suite. (*See Section XIV*).

D. **County Deed:** The County will convey title of the lots to the selected Qualified Developer 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 Housing 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.

E. **Failure to Comply With Deed Restrictions:** In the event the Qualified Developer fails to comply with the deed restrictions and the County chooses to exercise its reversionary interest, PHCD will record in the public record a Notice of Automatic Reverter. Under no circumstances will PHCD 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 of County Commissioners' approval to accept a quit claim deed or other conveyance instrument, PHCD shall ensure that a title search is done to verify that there are no outstanding liens, judgments or other encumbrances recorded against the property.

VI. PROCESS FOR NOT- FOR-PROFIT QUALIFIED DEVELOPERS WHO REQUEST COUNTY LOTS UNDER SECTIONS 125.379 AND 125.38, FLORIDA STATUTES.

1. Selecting Qualified Developers

Subject to approval by the Board of County Commissioners, not-for-profit Qualified Developers may request County Infill Lots pursuant to Sections 125.379 or 125.38, Florida Statutes at any time during the year, and at no cost; provided however, the not-for-profit Qualified Developer will be responsible for paying any closing processing fee (See Section XVIII). The not-for-profit Qualified Developer will be required to submit similar documentation as required of other Qualified Developers who participate in the RFQ process described herein. Qualified Developers are selected based on the following criteria: *(See Section V, 3.)*

2. Awarding County Lots

County lots are awarded to Qualified Developers through resolutions approved by the Board of County Commissioners. The requested lots will have a targeted income level for the buyer. Award of the lots will take into account the following criteria:

A. **Architectural Design:** *(See Section V, 4 A).*

B. **Home Price:** *(See Section V, 4 B).*

C. **Application to Release County Liens and Citations:** *(See Section XV and Exhibit "C").*

D. **County Deed:** *(See Section V, E2 Ad).*

VII. PROCESS TO DEVELOP NOT-FOR-PROFIT PRIVATELY-OWNED LOTS (See Exhibit "A").

1. Applying to the Program:

a. The County may accept private property of not-for-profit owners to develop their properties as infill housing through the release of County liens that predate the private property owner's date of ownership. Private properties owned by not-for-profit owners who wish to develop their properties through the Infill Program may do so by filing an "Application for Private Lots" with the Infill Program. PHCD will verify that the property is located within the Infill Target Areas boundaries and that it is properly zoned. (*See Part III, Section 2* for Qualified Developer Assistance/Incentives).

2. Architectural Plans Review:

a. The Qualified 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." PHCD will review them for general compliance with the Minimum Architectural and Space Requirements.

All approved private lots are subject to all Infill Guidelines.

VIII. PROCESS TO DEVELOP FOR-PROFIT PRIVATELY-OWNED LOTS (See Exhibit "A").

1. Applying to the Program:

a. The County may accept private property of for-profit owners to develop their properties as infill housing with the deferral of County liens that predate the private property owner's date of ownership. At closing, the amount of all County liens and citations which were deferred shall be paid to the County from the proceeds of the sale. For-profit private property owners who wish to request to develop their properties through the Infill Housing Program may do so by filing an "Application for Private Lots" with the Infill Program. PHCD will verify that the property is located within the Infill Target Areas boundaries and that it is properly zoned. (*See also Part III, Section 2 for Qualified Developer Assistance / Incentives).*

2. Architectural Plans Review:

a. The Qualified 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." PHCD will review them for general compliance with the Minimum Architectural and Space Requirements.

All approved private lots are subject to all Infill Guidelines.

IX. QUALIFIED DEVELOPER'S PROGRESS REPORTS (see also Exhibit "F")

1. Subsequent to County's conveyance of awarded lots or acceptance of private lots into the Infill Program, Qualified Developer shall provide a report every four (4) month calendar period indicating the awarded Qualified Developers' progress in completion of development and sale of home, Exhibit F. It shall be the responsibility of the selected Qualified Developer to ensure that all Progress Reports are forwarded to PHCD timely and with required information. Reports are required for summarizing progress being made on the development/sale process. 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 PHCD in evaluating time extensions requests, if any. Lack of providing report(s) to PHCD timely and with required information will be just cause for denial of time extension requests by PHCD.

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

1. All homes constructed through the Infill Program are administered by PHCD. Extensions may be considered by PHCD on a case by case basis for good cause with appropriate back-up documentation for issues which could not have been reasonably anticipated and are beyond the control of the Qualified Developer. Extensions must be requested on proper form (Exhibit B), a minimum of 45 days prior to the expiration period, with complete information.

   Each Qualified Developer is reminded, however, that extension approvals, even for above referenced circumstances, are at the sole discretion of PHCD and a lack of due diligence on all development issues required for the project, including items indicated above, 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.

   PHCD's Infill Housing Unit is available to assist Qualified Developers during the construction process. Should the Qualified Developer encounter problems that may result in a delay in the project, it is essential that they immediately notify PHCD.

XI. BUILDING PERMIT EXPEDITE PROCESS

1. Building permit applications for homes being built in the Unincorporated Municipal Service Area (UMSA) through the Infill Program qualify for the RER's Department's Building Division's expedite process. PHCD provides Qualified Developers with a

letter indicating that the lot is being developed through the Infill Program. That letter shall be presented to RER's Department when applying for a building permit in order to qualify for the expedited (government) permit plan process.

XII. QUALIFYING A QUALIFIED HOUSEHOLD

1. 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 that he/she has successfully completed the course. A list of participating counseling agencies can be found on the County's website at: http://www.miamidade.gov/housing/homebuy-counsel.asp

   B. First-Time Homebuyer Requirements
   The Qualified Household shall 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); or
   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 Developer shall submit a mortgage commitment letter qualifying the family as a very low, low, or moderate income affordable home buyer from PHCD or other non–County lending agency; authorized by the County to qualify each Qualified Household. For a list of participating lending agencies visit the County's website at: http://www.miamidade.gov/housing/bank_partnership.asp.
   2) Once documentation has been provided to the Infill Program confirming that all of the aforementioned requirements have been met, the Infill Housing Unit 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 PHCD to qualify buyers. Said certificate shall state that the buyer(s) meets all three requirements.

XIII. SALES PRICE OF AFFORDABLE HOME

1. The Infill Program sets a maximum sales price for homes built through the Program. Said maximum sales price **may or may not** be the same as the maximum sales price set by County funding programs such as Surtax or SHIP. In the event said maximum sales prices shall differ, the overriding maximum sales price shall be the maximum sales price allowed by the Infill Housing Program, **which is currently $175,000 for County lots and $205,000 for Private lots or appraised value whichever is lower.** Participating Qualified Developers will be notified of any price adjustments.

XIV. CLOSING PROCESS

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

   A. Certificate of Qualification for the Homebuyer

   B. Executed HUD Closing Statement

   C. Recorded "Affordable Housing Restrictive Covenant" executed by buyer.

   D. Recorded copy of Warranty Deed transferring title from the Qualified 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.

   E. Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO), as applicable.

2. The Infill Program will issue a Compliance Certificate stating that the sale meets the requirements of the Program. 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.

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

1. County conveyed lots that are conveyed through the Infill program qualify to have County liens and citations released if they existed on the Property prior to the Qualified Developer's ownership. County liens and citations will be released once the home has been built, sold to a Qualified Household, and an Affordable Housing Restrictive Covenant has been recorded on the property and all appropriate documentation has been received.

2. To request the release an "Application to Release Liens and Citations" shall be filled out and submitted to the Infill Program along with the required documentation. The Infill Program will prepare and execute a "Special Release of Lien Relative to the Infill Housing Program" and record it once all of the required documentation is received by the PHCD. Failure to receive all of the required documentation and fee within two (2) weeks of closing may delay the recording of the Special Release of Lien.

3. Private lots accepted into the Infill Program from not-for-profit owners qualify to have County liens and citations released if they existed on the property prior to the Qualified 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 shown in **EXHIBIT "C"** has been received.

4. Private lots accepted into the Infill Program after March 14, 2014, from for-profit owners only qualify to have County liens and citations deferred until closing if they existed on the Property prior to the for-profit Qualified Developer's ownership. The lien and citation amounts will be subtracted from the sales price and the closing escrow agent shall remit the deferred amount to PHCD to cover all outstanding liens and citations.

XVI. REIMBURSEMENT OF IMPACT FEES (See also "Exhibit" D)

1. **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. This includes homes that have been built through the Infill Program and have been sold to a low income Qualified Household. To

request a refund of these fees, the Qualified Developer shall fill out an "Impact Fee Refund Application" and submit it to PHCD. Once PHCD has verified that all of the Program requirements have been met, the application see Exhibit "D" will be forwarded to the RER Department's Division of Planning and Zoning Impact Fee Section for processing.

XVII. RESALE PROCESS (see also "Exhibit" E)

1. **Notice of Sale or Refinance:**

   A. 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. Said notification is referred to as the "Notice of Sale." Said notice shall be sent to the PHCD's Infill Housing 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.

   B. 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 <u>or</u> provide the owner with written notification of County's intent to waive its right of first refusal.

   C. Should the County not exercise its right of first refusal, the 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. The owner shall fully cooperate with the County's efforts in assisting an owner to identify an eligible purchaser.

2. **Maximum Resale Price Multiplier Formula:**

   A. 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 PHCD to obtain the current median income.)

   B. **Example:**

Original Purchase Price in 2006	$175,000.00
2006 HUD Area Median Income for Metropolitan Area	$55,600.00
Resale Price Multiplier (175,000/55,600)	3.147

3. **Maximum Resale Price Formula:**

A. 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 2008.

B. **Example:**

2008 HUD Area Median Income for Metropolitan Area	$60,000.00
Multiplied by the Resale Price Multiplier	3.147
Net Resale Price in 2008	$188,849.00
Costs for Capital Improvements	$10,000.00
Maximum Resale Price	**$198,849.00**

4. Capital Improvements:

A. Costs for capital improvements that are eligible for consideration are defined as documented commercially reasonable costs of structural improvements made to the property by the owner which increase the total square footage of the home.

5. Closing Process:

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

   A. Certificate of Qualification for the Homebuyer

   B. HUD 1 Closing Statement

   C. Copy of Warranty Deed transferring title from Qualified Developer to the Qualified Household. **Said deed shall contain the following language:**

   Since this home was developed through Miami-Dade County's Infill Housing 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.

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. TEMPORARY RENTAL EXCEPTION PROCESS RENT TO OWN COMPONENTS

1. The County in its sole discretion may allow Qualified Developers to rent eligible homes on a temporary basis if the Qualified 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 services 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%. In the event the Qualified 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 Qualified 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 PHCD or the Household Existing Emergency Shelter, Transitional Housing and Domestic Violence programs administered by the Homeless Trust.

2. Upon the County's approval to rent any eligible home, each Qualified Developer shall be required to comply with all applicable state, federal, and local codes. Qualified 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 renting the home.

   1) Failure to obtain such approval will be considered a violation and appropriate enforcement action will be taken. <u>This rental exception (Ordinance No. 12-35) will sunset on April 16, 2014 and will not be extended</u>.

XIX. ENFORCEMENT

1. 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.

2. **Notice(s) to Cure**

   A. The County may forward Notice(s) to Cure to the Qualified Developer when the Qualified Developer is not in compliance with County Deed, (including but not limited, to unpaid real estate taxes), Contract, Infill Guidelines, as amended, zoning requirements, building codes, etc. (herein Infill Requirements). 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 Qualified Developer to cure its deficiencies, pro-actively mitigate delays and/or comply with Infill Requirements. The Qualified 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 any other deficiencies to comply with Infill Requirements. Whether or not Notice(s) to Cure are forwarded by the County, the Qualified 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 appropriate action to pro-actively mitigate delays or potential delays, complete the project in a timely manner and comply with the Infill Requirements.

3. **Qualified Developer Termination and Removal from Infill Qualified Developer Pool**

   A. At the County's discretion, Qualified Developers may be removed from the Developer Pool and/or not considered for any additional work through the Infill Program, for failure to propose on projects offered through WOPRs, poor performance on any Work Order issued or any 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.

   B. PHCD will provide information, including any non-compliances, notices, violations, deficiencies, etc. for previous properties awarded or approved for the Infill Program, including private lots, to the Affordable Housing Selection Committee for consideration in award of Infill Program lots or private lots.

XX. PROGRAM FEES

PROGRAM FEE SCHEDULE: (Effective 4/16/2010)

Closing Processing Fee:	$1,000 for each County lot (conveyed after April 16, 2010)
Temporary Rental Application:	$100
Application for Private Lot	$100
Application for Lien Releases	$150

Only certified check or money order made payable to "Public Housing and Community Development" can be accepted.

XXI. INFILL HOUSING PROGRAM CONTACT INFORMATION

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

EXHIBIT "A"

Public Housing and Community Development
Infill Housing 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

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 $100.00 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 Housing Program) requirements. I further depose and say that I have been provided a copy of the Infill Housing 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:

EXHIBIT "B"

Public Housing and Community Development
Infill Housing 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 Qualified 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._____

Criteria for Granting Extension

Public Housing and Community Development will grant extension to Qualified 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 Qualified Developer.

Qualified Developers are reminded however that extension approvals are at the sole discretion of PHCD 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 Qualified 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: _____ Extension Expiration Date____/_____/____
Gregg Fortner, Executive Director

Extension Denied: _____
Gregg Fortner, Executive Director

Infill Housing Request for Extension
Page 2

Explanation:

(provide additional sheets if necessary)

EXHIBIT "C"

Public Housing and Community Development
Infill Housing 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

(For all Not-For-Profit Developers or For-Profit Developers participating prior to 3/17/2014)

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 Qualified 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/Qualified 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 $150.00 payable to Public Housing and Community Development.

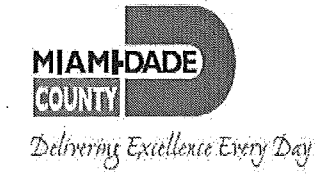
The County will record the Special Release of Lien within five (5) business days of receiving the following additional documents:

5. Certificate of Occupancy for home
6. Closing Statement
7. Certificate of Qualification for buyer
8. Warranty Deed from Qualified 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

EXHIBIT "D"



Public Housing and Community Development
Infill Housing 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 INTITIATVE
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 Housing Program:

1. Copy of recorded Warranty Deed (including Infill Housing 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.

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.

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 Qualified 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 Housing 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

EXHIBIT "E"

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 Housing Program.

Name of Buyer(s): _____:

Property Address: _____

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

I Certify that_____:

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

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

_X_ 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.

_X_ 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 Housing Program and based on the resale price formula restricts the resale price of the property to no more than $_____.

Resale Price Formula:

2012 HUD Median Income:	$52,600.00
Resale Price Multiplier	3.6552
Maximum Resale Price:	$192,263.52

_____ _____

PHCD Director Date

EXHIBIT "F"

Public Housing and Community Development
Infill Housing 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
Qualified 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 Qualified 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 actural 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:

Signature
Qualified Developer: _____ Date: _____

EXHIBIT "G"

Public Housing and Community Development
Infill Housing 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 HOUSING INITIATIVE
AFFORDABLE HOUSING RESTRICTIVE COVENANT FOR HOMEBUYERS

THIS AFFORDABLE HOUSING RESTRICTIVE COVENANT ("Covenant") is made this _____day of _____ , 201__, by _____, (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 3150 NW 61 Street, Miami, FL. 33142 (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.

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 or rehabilitated 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.

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.

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 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, 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 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 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.

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.

Notary Public
My commission expires: Print name: _____

"EXHIBIT A"

Legal Description:

LOT , ____BLOCK _____, _____, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____ AT PAGE ____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.