

MEMORANDUM

Agenda Item No. 11(A)(21)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing conveyance, pursuant to section 125.379, Florida Statutes, of certain County-owned property (Folio No. 30-3115-040-0800) which has previously been declared surplus and placed on the inventory list of real properties, to Affordable Living Opportunity Fund, Inc, a Florida for profit corporation, at a price of \$10.00, for the purpose of developing such property with affordable housing to be sold or rented to households whose income do not exceed 120 percent of area median income in accordance with section 125.379, Florida Statutes; directing the County Mayor to take all actions necessary to accomplish the conveyance of the Property; authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Deed for such purpose; and authorizing the County Mayor to exercise all rights conferred therein, to negotiate and execute a Rental Regulatory Agreement and enforce the provisions therein, and to ensure placement of appropriate signage; waiving Resolution No. R-407-19 requiring four weeks advance written notice prior to Board consideration, Resolution No. R-130-06 requiring agreements to be finalized and executed by all non-County parties, Resolution No. R-758-21, requiring the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property, Resolution No. R-376-11, requiring provision of certain background information concerning the Properties, and Implementing Order No. 8-4 regarding guidelines and procedures for sale, lease and conveyance of County real property

Resolution No. R-311-25

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 18, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(21)

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(21)
3-18-25

RESOLUTION NO. R-311-25

RESOLUTION AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379, FLORIDA STATUTES, OF CERTAIN COUNTY-OWNED PROPERTY (FOLIO NO. 30-3115-040-0800) WHICH HAS PREVIOUSLY BEEN DECLARED SURPLUS AND PLACED ON THE INVENTORY LIST OF REAL PROPERTIES, TO AFFORDABLE LIVING OPPORTUNITY FUND, INC, A FLORIDA FOR PROFIT CORPORATION, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTY WITH AFFORDABLE HOUSING TO BE SOLD OR RENTED TO HOUSEHOLDS WHOSE INCOME DO NOT EXCEED 120 PERCENT OF AREA MEDIAN INCOME IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE CONVEYANCE OF THE PROPERTY; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY DEED FOR SUCH PURPOSE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONFERRED THEREIN, TO NEGOTIATE AND EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE; WAIVING RESOLUTION NO. R-407-19 REQUIRING FOUR WEEKS ADVANCE WRITTEN NOTICE PRIOR TO BOARD CONSIDERATION, RESOLUTION NO. R-130-06 REQUIRING AGREEMENTS TO BE FINALIZED AND EXECUTED BY ALL NON-COUNTY PARTIES, RESOLUTION NO. R-758-21, REQUIRING THE DISCLOSURE OF THE OWNERSHIP INTERESTS OF ENTITIES TO OR FROM WHOM THE COUNTY CONVEYS OR LEASES REAL PROPERTY, RESOLUTION NO. R-376-11, REQUIRING PROVISION OF CERTAIN BACKGROUND INFORMATION CONCERNING THE PROPERTIES, AND IMPLEMENTING ORDER NO. 8-4 REGARDING GUIDELINES AND PROCEDURES FOR SALE, LEASE AND CONVEYANCE OF COUNTY REAL PROPERTY

WHEREAS, on November 16, 2021, pursuant to Resolution No. R-1086-21, this Board conveyed 12 lots to House Park Investments, LLC, a Florida limited liability company (now known as House Park, LLC) ("House Park") including the property bearing Folio No. 30-3115-

040-0800 (“Property”), which Property was declared surplus and placed on the inventory list of real properties in accordance with section 125.379 of the Florida Statutes, for the purpose of developing the Property with affordable housing; and

WHEREAS, on May 3, 2022, this Board adopted Resolution No. R-435-22 to extend the time for completion of development on the Property until June 7, 2026; and

WHEREAS, notwithstanding the extension, House Park has agreed to the immediate voluntary reversion of the Property, which is evidenced by House Park’s execution of the Notice of Reverter attached hereto as Attachment “A” and incorporated herein by reference; and

WHEREAS, such Notice of Reverter will be executed by the County Mayor or County Mayor’s designee as authorized by Resolution No. R-1086-21; and

WHEREAS, the Property is further described in Attachment “B” attached hereto and incorporated herein by reference; and

WHEREAS, on November 21, 2024, Affordable Living Opportunity Fund, Inc., a Florida for profit corporation (“Developer”) submitted a request to the County Commissioner of District 3, a copy of which is attached hereto as Attachment “C” and incorporated herein by reference, requesting that the County convey the Property to Developer for use as affordable housing; and

WHEREAS, the Developer will be required by the County Deed to develop the Property with affordable housing, and, pursuant to the terms of the Rental Regulatory Agreement, such Properties will be sold or rented to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income; and

WHEREAS, the Rental Regulatory Agreement will restrict the use and rental of the Property for affordable housing for a term of 30 years; and

WHEREAS, the Developer, subject to a reverter, shall be required pursuant to the terms of the County Deed to develop and sell or rent such housing in accordance with section 125.379, Florida Statutes within five years of the recording of the County Deed, unless such time is extended by this Board; and

WHEREAS, there is an urgent and immediate need for affordable housing within the County; and

WHEREAS, in light of the critical need to build affordable homes for sale or rent and to ensure that the Property can be developed as soon as possible, this Board wishes to waive Resolution No. R-407-19 requiring public notice to be posted no less than four weeks prior to Board consideration; and

WHEREAS, in order to effectuate and expedite the aforementioned conveyance, this Board also desires to waive the requirements of Implementing Order 8-4 relating to guidelines and procedures for the sale, lease and conveyance of real property; and

WHEREAS, pursuant to section 125.379, Florida Statutes, this Board finds that it would be in the best interest of the County to convey the Property to the Developer for affordable housing purposes,

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

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

Section 2. Pursuant to section 125.379, Florida Statutes, this Board hereby approves the conveyance of the Property (Folio No. 30-3115-040-0800), subject to the completion of the Notice of Reverter and necessary due diligence, as-is, inclusive of any outstanding taxes or liens, to Affordable Living Opportunity Fund, Inc., a Florida for profit corporation (“Developer”) for a price of \$10.00 for the purpose of developing such Property with affordable housing to be sold or

rented to households whose incomes do not exceed 120 percent of area median income in accordance with sections 125.379 and 420.004, Florida Statutes.

Section 3. In accordance with section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute a County Deed for the Property in generally the form attached hereto as Attachment "D" and incorporated herein by reference, which County Deed requires the Developer to develop the Property within five years of the recording of the County Deed, unless such time is extended by this Board, with multi-family and/or single-family homes to be sold or rented to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, subject to a reverter, in accordance with section 125.379, Florida Statutes, conditioned upon the prior receipt of ownership disclosures and completion of due diligence as set forth in section 4 herein.

Section 4. This Board further directs and authorizes the County Mayor or County Mayor's designee to take all actions necessary to effectuate the conveyance, to obtain ownership disclosures from the Developer, to complete all due diligence and to confirm that there are no obstacles or impediments to such conveyance, and to exercise all rights set forth in the County Deed, other than those reserved to this Board therein, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event the County Mayor or County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the public records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the Developer, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed which conveys the

Property back to the County in the event the Developer is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed from the Developer, the County Mayor or County Mayor's designee shall record such deed in the public records of Miami-Dade County.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a Rental Regulatory Agreement following approval by the County Attorney's Office, in generally the form attached as Attachment "E" and incorporated herein by reference, for the Property. The County Mayor or County Mayor's designee is authorized to further negotiate the terms of the Rental Regulatory Agreement in a manner consistent with this resolution and to enforce the provisions thereof and exercise all rights set forth therein. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the property with the Developer; however, such rents shall be affordable, as defined in section 125.379, Florida Statutes, and based upon no more than 120 percent of area median income, as determined for Miami-Dade County by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee or the Developer to record the Rental Regulatory Agreement in the Public Records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the Rental Regulatory Agreement.

Section 6. This Board directs the County Mayor or County Mayor's designee to (i) take all actions necessary to accomplish the conveyance of the Property, (ii) appoint staff to monitor compliance with the terms set forth in this resolution, (iii) ensure that proper signage is placed on the Property identifying the County's name and the name of the district commissioner; and (iv) provide copies of the recorded County Deed to the Property Appraiser.

Section 7. This Board waives the requirement of Resolution Nos.: (i) R-407-19 that the public notice be posted no less than four weeks prior to Board consideration; (ii) R-130-06 requiring agreements to be finalized and executed by all non-county parties; (iii) R-758-21, requiring the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property; (iv) R-376-11, requiring background information concerning the property be provided to the Board; and (v) Implementing Order 8-4 requiring certain procedures for conveying property, including but not limited to circulation of the property.

Section 8. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the County Deed and rental regulatory agreement, creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Roberto J. Gonzalez** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of March, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

ATTACHMENT "A"

This Instrument prepared:

Shannon D. Summerset-Williams
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Return to:
Public Housing and Community Development
Attn: Oscar Barco, Real Estate Officer
701 NW 1st Court, 16th Floor
Miami, Florida 33136

Folio Nos: 30-3115-040-0800

This Notice of Reverter reverts the Property bearing Folio No. 30-3115-040-0800 to Miami-Dade County and shall supersede and replace the County Deed recorded in Official Record Book 33225 Pages 1985-1992 of the Public Records of Miami-Dade County on June 7, 2022 and the Notice of Extension recorded in Official Record Book 33403 Pages 2678-2681 of the Public Records of Miami-Dade County on September 30, 2022 as to Folio No. 30-3115-040-0800 only.

NOTICE OF REVERTER

THIS NOTICE OF REVERTER ("Notice") is made this 16 day of December, 2024 by **MIAMI-DADE COUNTY, a political subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963,

RECITALS

WHEREAS, the real property bearing Folio No. 30-3115-040-0800, which is more fully described in Exhibit "A," attached hereto and incorporated herein by reference, was conveyed to **HOUSE PARK, LLC**, a Florida limited liability company (formerly known as House Park Investments, LLC), whose address is 16731 SW 96 Street, Miami, Florida 33196 through that certain County Deed recorded in Official Record Book 33225 Pages 1985-1992 of the Public Records of Miami-Dade County on June 7, 2022, pursuant to Resolution No. R-1086-21, adopted by the Miami-Dade Board of County Commissioners (the "Board") and extended through a Notice of Extension recorded in Official Record Book 33403 Pages 2678-2681 of the Public Records of Miami-Dade County on September 30, 2022, pursuant to Resolution No. R-435-22 adopted by the Board on May 3, 2022; and

WHEREAS, in consideration for the County extending the time for completion of certain other properties conveyed to House Park by the County, House Park has consented

to the reversion to the County of the property more fully described in Exhibit "A,"; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows;

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The deadline for development of each of the properties described in Exhibit A attached hereto and incorporated herein by reference, as required by the County Deed and the Notice of Extension terminated upon the execution of this Notice of Reverter by the County on the date set forth above.
3. You are hereby notified that on _____, 2024, title to the property, more fully described in Exhibit A attached hereto and incorporated herein by reference, conveyed by Miami-Dade County to **HOUSE PARK, LLC**, a Florida limited liability company, by that certain County Deed dated March 17, 2022 and recorded in Official Record Book 33225 Pages 1985-1992 of the Public Records of Miami-Dade County on June 7, 2022. and the Notice of Extension dated September 30, 2022 and recorded in Official Record Book 33403 Pages 2678-2681 of the Public Records of Miami-Dade County on September 30, 2022 (collectively "the Deed"), has reverted to Miami-Dade County pursuant to the consent of House Park and consistent with the terms and conditions of said County Deed.

PLEASE BE GOVERNED ACCORDINGLY.

IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor or County Mayor's designee, has caused these present to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the ____ day of _____, 2024.

ATTEST:

JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY
A political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Name: _____
Title: _____

Print Name: _____

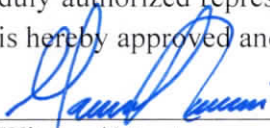
Date: _____

(OFFICIAL SEAL)

Approved for legal sufficiency:

By: _____
Shannon D. Summerset
Assistant County Attorney

IN WITNESS WHEREOF, the representative **HOUSE PARK, LLC**, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 16 day of December, 2024, and it is hereby approved and accepted.



Witness/Attest
Printed Name: Manuel Roversi
Address: 4655 NW 95th Ave
Doral FL, 33178

By: 

Name: Guillermo A. Bayersi
Title: Owner
Address: 7831 NW 104 Ave
Doral, FL 33178



Witness/Attest
Printed Name: Jose Rodriguez
Address: 7825 NW 104th Ave
Doral, FL, 33178

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this day of 16 December, 2024, by Guillermo A. Bayersi as Owner of **HOUSE PARK, LLC**, a Florida limited liability company.



Signature
Natalia Botero

Printed Name
Notary Public, State of Florida

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced



EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTION

30-3115-040-0800	HIGHRIDGE PARK PB 17-5 LOTS 1-2-3 & 23 THRU 39 BLK 5
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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 01/29/2025

PROPERTY INFORMATION	
Folio	30-3115-040-0800
Property Address	2301 NW 54 ST MIAMI, FL 33142-2956
Owner	HOUSE PARK LLC
Mailing Address	3636 SW 57 AVE MIAMI, FL 33155
Primary Zone	6062 UC CENTER - MIXED USE CORRIDOR (MC) 6 MAX HT
Primary Land Use	1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	
Living Area	
Adjusted Area	8,559 Sq.Ft
Lot Size	56,962 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$1,708,860	\$1,708,860	\$1,139,240
Building Value	\$415,543	\$389,608	\$389,643
Extra Feature Value	\$63,203	\$63,837	\$64,472
Market Value	\$2,187,606	\$2,162,305	\$1,593,355
Assessed Value	\$2,187,606	\$2,162,305	\$765,352

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction			\$828,003
County	Exemption			\$765,352
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



TAXABLE VALUE INFORMATION				
Year	2024	2023	2022	
COUNTY				
Exemption Value	\$0	\$0	\$765,352	
Taxable Value	\$2,187,606	\$2,162,305	\$0	
SCHOOL BOARD				
Exemption Value	\$0	\$0	\$1,593,355	
Taxable Value	\$2,187,606	\$2,162,305	\$0	
CITY				
Exemption Value	\$0	\$0	\$0	
Taxable Value	\$0	\$0	\$0	
REGIONAL				
Exemption Value	\$0	\$0	\$765,352	
Taxable Value	\$2,187,606	\$2,162,305	\$0	

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidad.gov/info/disclaimer.asp>



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 01/29/2025

Property Information

Folio: 30-3115-040-0800

Property Address: 2301 NW 54 ST

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type		Units	Calc Value
GENERAL	UC-MC	6062	Square Ft.		56,962.00	\$1,708,860
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
2	1	1985			100	\$2,406
1	1	1972			8,459	\$413,137
EXTRA FEATURES						
Description			Year Built	Units	Calc Value	
Paving - Concrete			1997	400	\$1,064	
Paving - Asphalt			1972	6,625	\$5,466	
Light Standard - 10-30 ft High - 1 Fixture			2016	4	\$4,940	
Central A/C (Aprox 400 sqft/Ton)			2016	20	\$22,800	
Aluminum Modular Fence			2009	967	\$28,933	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 01/29/2025

Property Information

Folio: 30-3115-040-0800

Property Address: 2301 NW 54 ST

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type		Units	Calc Value
GENERAL	UC-MC	6062	Square Ft.		56,962.00	\$1,708,860
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
2	1	1985			100	\$2,291
1	1	1972			8,459	\$387,317
EXTRA FEATURES						
Description			Year Built	Units		Calc Value
Paving - Concrete			1997	400		\$1,078
Paving - Asphalt			1972	6,625		\$5,466
Light Standard - 10-30 ft High - 1 Fixture			2016	4		\$4,992
Central A/C (Aprox 400 sqft/Ton)			2016	20		\$23,040
Aluminum Modular Fence			2009	967		\$29,261

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 01/29/2025

Property Information

Folio: 30-3115-040-0800

Property Address: 2301 NW 54 ST

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type		Units	Calc Value
GENERAL	UC-MC	6062	Square Ft.		56,962.00	\$1,139,240
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
2	1	1985			100	\$2,326
1	1	1972			8,459	\$387,317
EXTRA FEATURES						
Description			Year Built		Units	Calc Value
Paving - Concrete			1997		400	\$1,092
Paving - Asphalt			1972		6,625	\$5,466
Light Standard - 10-30 ft High - 1 Fixture			2016		4	\$5,044
Central A/C (Aprox 400 sqft/Ton)			2016		20	\$23,280
Aluminum Modular Fence			2009		967	\$29,590

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 01/29/2025

Property Information

Folio: 30-3115-040-0800

Property Address: 2301 NW 54 ST

FULL LEGAL DESCRIPTION

HIGHRIDGE PARK PB 17-5

LOTS 1-2-3 & 23 THRU 39 BLK 5

LOT SIZE IRREGULAR

MODEL CITIES EMER SERVICE CTR

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/30/2022	\$0	33403-2678	Corrective, tax or QCD; min consideration
03/17/2022	\$0	33225-1985	Federal, state or local government agency

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidad.e.gov/info/disclaimer.asp>

Affordable Living Opportunity Fund

November 21, 2024

Commissioner Keon Hardemon
Miami-Dade County, District 3
111 NW 1st Street, Suite 220
Miami, FL 33128

Dear Commissioner Hardemon,

I hope this letter finds you well. On behalf of the Affordable Living Opportunity Fund, I am reaching out regarding the property located at 2301 NW 54th Street, identified by folio number 30-3115-040-0800, which we understand is scheduled to revert to Miami-Dade County.

The Affordable Living Opportunity Fund is committed to addressing the critical need for quality, affordable housing in Miami-Dade County. Our organization has an extensive track record of successful projects that cater to residents earning up to 120% of the Area Median Income (AMI), ensuring housing opportunities for a broad spectrum of families and individuals who are often underserved in the current market.

We respectfully request the conveyance of the property at 2301 NW 54th Street to the Affordable Living Opportunity Fund. This site represents a vital opportunity to continue our mission of creating sustainable, affordable housing that meets the diverse needs of our community. Upon securing the property, we plan to develop it into a modern, affordable housing project that aligns with the County's goals for equitable and inclusive housing solutions.

We believe this initiative will significantly benefit the residents of District 3, supporting economic growth and community stability while addressing the growing demand for affordable living options. We are eager to collaborate with your office and other County stakeholders to ensure this project is a success and aligns with community priorities.

Thank you for considering this request. Please let us know if there is additional information we can provide or if there are specific procedures we should follow to move forward with this conveyance. I look forward to discussing this opportunity further and working together to bring this project to fruition.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ismael Perera', with a large circular flourish.

Ismael Perera
President

IP/gs

Attachment "D"

Instrument prepared by and returned to:
Shannon D. Summerset-Williams
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2025 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **AFFORDABLE LIVING OPPORTUNITY FUND, INC.**, a Florida for profit corporation (the "Developer"), whose address is 3650 NW South River Drive, Miami, Florida 33142, its successors and assigns.

WITNESSETH, that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

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

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

1. That if the Property is developed with single-family or multi-family affordable homes for sale, the Developer shall be required to comply with section 125.379, Florida Statutes. Further, the Developer shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That if the Property is developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income. Developer shall connect the Dwelling Units to a sewer line and

shall construct any infrastructure necessary for such connection to sewer. Septic tanks shall not be a permissible use with respect to any use or development on the Property.

3. That at financial closing if the Developer shall cause the Property to be developed with affordable or workforce rental housing, then the Developer shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.
4. That the Property shall be developed within five (5) years of the recording of this County Deed, as evidenced by the issuance of a final Certificate of Occupancy. Developer shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which the Developer must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Developer must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
5. That if the Property is developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Property shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event the Developer fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and the Developer, upon written notification from the County, fails to cure such default, then title to the Property shall revert to the County, at the option of the County, as set forth this County Deed, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
6. That for any of the Property located within the HOPE VI Target Area (hereinafter

“Target Area”), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including, but not limited to, providing former Scott/Carver residents the right of first refusal on all units to be sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.

7. That the Developer shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to the qualified homebuyers.
8. That the Developer shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from the Developer to the qualified homebuyer the County’s “Affordable Housing Restrictive Covenant,” and include the following language in the deed of conveyance:

“This Property is subject to an “Affordable Housing Restrictive Covenant” recorded simultaneously herewith, which states that the Property shall remain affordable during the “Control Period.” The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the Developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (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 at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

9. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. Developer shall not suffer any levy or attachment to be made, or any material or mechanic’s lien, or any unauthorized encumbrance or lien to attach, and in the event that any such lien does attach, such lien shall remain the responsibility of the Developer in the event of a reversion of the Property, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:
 - a. Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of construction of the single-family home(s), which estimate shall be verified as set forth in section 10 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

For purposes of this paragraph an “institutional lender” shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term “Institutional lender” shall be deemed to include Miami-Dade County and its respective successors and assigns.

10. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Property prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Property. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.
11. That prior to placing any mortgage on the Property, the Developer shall provide the County Mayor or County Mayor’s designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.
12. That in the event that any mortgage(s) on the Property in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.
13. In the event that Developer mortgages the Property without compliance with sections 9 through 12 herein, then such mortgage shall be of no force and effect and shall be subordinate to all rights of the County, including the County’s right of reverter.
14. The County retains a reversionary interest in the Property, which right may be

exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Property.

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

15. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.
16. If in the sole discretion of the County, (a) the Developer ceases to exist prior to sale or rental of the housing contemplated herein; (b) the Developer fails to rent or sell the homes within the sale or rental limits described herein; (c) the Developer fails to construct the housing project contemplated herein within five (5) years of the recording of this County Deed; or (e) any other term of this Deed or deed restriction is not complied with, the Developer shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy such default within sixty (60) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed the Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains such reversionary interest in the Property, which right may be exercised by the

County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami Dade County. Should the Property revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

17. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.
18. Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

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

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

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN,
Clerk of the Court and Comptroller

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

By: _____

(Deputy Clerk Signature)

Print Name: _____

Date: _____

By: _____

Anthony Rodriguez, Chairman

Approved for legal sufficiency:

By: _____

Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -2__ approved by the Board of
County Commissioners of Miami-Dade County, Florida, on the day of , 202__.

IN WITNESS WHEREOF, the representative **AFFORDABLE LIVING OPPORTUNITY FUND, INC.**, a Florida for profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 4th day of February, 2025, and it is hereby approved and accepted.

[Signature]
Witness/Attest

Printed Name: GREGORY SERRANO
Address: 3650 NW S. KOWA DA
MIAMI FL 33142

By: [Signature]
Name: ISMAEL PERENA

Title: PRESIDENT
Address: 3650 NW South River Drive
MIAMI, FLORIDA 33142

[Signature]
Witness/Attest

Printed Name: HERMINIO T. MENDOZA
Address: 1740 SW 31 AVE
MIAMI FL 33145

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of (check one)
☐ physical presence or ☐ online notarization, this day of FEB 04, 2025,
by ISMAEL PERENA as PRESIDENT of **AFFORDABLE LIVING OPPORTUNITY FUND, INC.**, a Florida for profit corporation.

[Signature]
Signature
HARRY GUERRERO
Printed Name
Notary Public, State of Florida

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced



EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-3115-040-0800	HIGHRIDGE PARK PB 17-5 LOTS 1-2-3 & 23 THRU 39 BLK 5
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ATTACHMENT “E”

This Instrument Was Prepared By:
Shannon Summerset, Esq.
Assistant County Attorney
Miami-Dade County Attorney’s Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:
Miami-Dade County
Housing and Community Development
701 NW 1st Court, Suite 1400
Miami, Florida 33136
Attention: Director

MIAMI-DADE COUNTY **RENTAL REGULATORY AGREEMENT**

WHEREAS, pursuant to Resolution No. _____, adopted by the Miami-Dade County Board of County Commissioners (hereinafter the “**Board**”), on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “**County**”), the Board approved a conveyance from the County to **AFFORDABLE LIVING OPPORTUNITY FUND, INC.**, a Florida corporation, and its permitted successors and assigns (hereinafter “**Developer**”), dated _____, 20____ (hereinafter the “**Deed**”) on the property more fully described in **Exhibit “A”** attached hereto and incorporated herein by reference; and

WHEREAS, the Deed requires, in part, that Developer shall cause the construction of a minimum of _____..**() affordable housing residential units**, which such rental units shall be rented to individuals and families whose incomes do not exceed 120% of area median income; and

WHEREAS, in connection with the County Deed, dated _____, 2024, and recorded on _____, 2024, in the Official Records Book at _____ Page _____ of the Public Records of Miami-Dade County, Florida, Developer agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement

NOW, THEREFORE, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged as of _____, 20____, Developer, whose address 3650 NW South River Drive, Miami, Florida 33142, its successors and assigns, and Miami-Dade County, a political subdivision of the State of Florida (the “**County**”) having a principal address of 111 N.W. 1st Street, Miami, Florida

33128, through its Department of Housing and Community Development Department (HCD), or successor department, hereby agree as follows:

PROPERTY ADDRESS:

**LEGAL DESCRIPTION
OF PROPERTY:**

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

Dwelling Units: [_____ **units** (the **“Units”**)]

Rents: Rent shall mean rent plus utilities or the utility allowance, as described in this Agreement. Maximum Rents and maximum monthly allowances for utilities and services shall be established by HCD. Allowances for utilities and services shall be updated annually by HCD.

Utility Allowance: The County shall establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually.

The County may accept the following four (4) additional utility allowance methodologies upon written request from Developer:

1. HUD Utility Schedule Model
2. Multifamily Housing Utility Analysis
3. LIHTC Agency Estimate
4. Energy Consumption Model (Engineer Model)

Utilities generally include those required for water/sewer, electric, gas and trash.

Affordable: Rents, as defined herein.

WITNESSETH:

- I. Developer agrees with respect to the Property for an “Affordability Period” which shall be the period beginning on the date of recordation of the first Certificate of Occupancy for the Project, as defined below, and ending on the date which is thirty (30) years, that:
 - (A) That all of the Units must have rents which are equal to or less than 30% of annual incomes for households at or below one hundred twenty percent (120%) of area median income (**“AMI”**) adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates to be paid by the tenant for this property are indicated in **Exhibit “B”** attached hereto.

- (B) This Agreement shall be a recorded restrictive covenant on the fee simple interest in the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the **“Project”**). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner, and on the heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee or owner for the length of time that this Agreement shall be in force. Developer hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on Developer and its successors in interest, if any, for the period stated in the preamble above.
- (C) The Units shall include the following amenities: [INSERT AMENITIES]
- (D) Developer agrees that upon any violation of the provisions of this Agreement, the County, through its agent HCD, may give written notice thereof to Developer, by registered mail, at the address stated in this Agreement, or such other address or addresses as may subsequently be designated by Developer in writing to HCD, and in the event Developer does not cure such default (or take measures reasonably satisfactory to HCD to cure such default), within thirty (30) days after the date of notice, or within such further time as HCD may determine is necessary for correction, HCD may, without further notice, declare a default under the Deed, and effective upon the date of such default, HCD may apply to any court, County, State or Federal, for any specific performance of this Agreement; for an injunction against the violation of this Agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain..
- (E) Developer further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- (F) Developer agrees that the Units shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter **“HUD”**).
- (G) Developer agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one (1) year, (b) be renewed at the end of each term except for good cause or mutual agreement of Developer and residential tenant.
- (H) Developer agrees to comply with all applicable laws and regulations, including but not to those certain regulations more fully described in **Exhibit “C”**, attached hereto and made a part hereof, or the most current versions of such rules, regulations, requirements and/or forms as adopted by the applicable governmental agency.

- (I) Developer shall comply with the federal Violence Against Women Act, codified at 42 U.S.C. 13701-14040) (“**VAWA**”) and the Final Rule adopted November 16, 2016, printed in Federal Register Vol. 81, No. 221, 80724-80824 (the “**VAWA Final Rule**”), which protect applicants, tenants, and program participants in federally funded programs (including HOME and Emergency Solutions Grant (ESG)) from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them regardless of sex, gender identity, or sexual orientation. Developer shall comply with the requirements set forth specifically in Attachments D and D1, and shall submit the report attached in Attachment D2 to HCD as described in Attachment D.

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

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

Pursuant to HUD regulations and to the extent the Project contains Section 8 units, the Project shall be eligible for rental adjustments in connection with Operating Cost Adjustment Factors (“**OCAF**”), such approval shall not be unreasonably withheld by HCD.

- III. Except as otherwise noted, all parties expressly acknowledge that HCD shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs IV, V, VI and VII, hereof for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, Developer shall furnish HCD with notification provided to tenants advising them of the increase.

IV. Occupancy Reports.

Developer shall, on an annual basis, furnish HCD with an occupancy report, which provides the following information:

- (A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:
1. Composition of each resident family,
 2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
 3. Income requirements,
 4. Eligibility factors,
 5. Demographic information to include racial and ethnic makeup of their tenants, and

6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by Developer to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.
- (B) A list of all vacant apartments, as of the end date of the reporting period.
- (C) The total number of vacancies that occurred during the reporting period.
- (D) The total number of Units that were re-rented during the reporting period, stating family size and income.
- (E) Developer shall upon written request of HCD allow representatives of HCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

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

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

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, Developer will submit the following documents to HCD:

- (A) Proposed form of resident application.
- (B) Proposed form of occupancy agreement.

- (C) Applicant screening and tenant selection policies.
- (D) Maintenance and management plan which shall include the following information:
 - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
 - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
 - 3. A list of equipment to be provided in each dwelling unit.
 - 4. A proposed schedule for replacement of dwelling equipment.
 - 5. A list of tenant services, if any, to be provided to residents.
- (E) At any time (monthly, quarterly, annually), Developer agrees that the County has the right to:
 - 1. Evaluate and test the Waiting List Policies.
 - 2. Pull records to review and assess any and all abnormalities relative to the demographic mix.
 - 3. Ensure fair and equal access to the units were offered by Developer and its agents.

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

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, Developer, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. Developer, its agents and/or representatives shall also provide the County with the contact information for Developer, its, agents and/or representatives.

VII. Affirmative Marketing Plan

- (A) Developer shall forward to HCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for HCD's approval which incorporates the requirements of 24 C.F.R. § 92.351 to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:
 - 1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking

persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and

2. Developer shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.

- (B) The Affirmative Marketing Program shall be submitted to HCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

VIII. Financial Reports

- (A) Annually, Developer shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the “**Operating Statement**”). HCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.
- (B) Developer will create a reserve for maintenance to be funded \$_____.00 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Developer and will be deemed satisfied by any deposits made by Developer in accordance with loan documents which contain a maintenance reserve requirement of at least \$300 per unit per year.

IX. Action by or Notice to the County

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

Housing and Community Development
701 N. W. 1 Court
14th Floor
Miami, Florida 33136
Attn: Director, Housing Development and Loan Administration Division

Copy to:

Miami-Dade County Attorney’s Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128
Attn: Assistant County Attorney

or any of their successor agencies or departments.

X. Recourse:

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

XI. Rights of Third Parties:

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

XII. Conflict with Other County Rental Regulatory Agreements:

Where the terms, conditions and obligations set forth in this Rental Regulatory Agreement conflict with another Rental Regulatory Agreement on the Property executed between Developer and the County, the terms, conditions and obligations set forth in this Agreement shall prevail.

SIGNATURES APPEAR ON FOLLOWING PAGES

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

DEVELOPER:

AFFORDABLE LIVING OPPORTUNITY FUND, INC, a Florida corporation

By: _____

Name:

Title:

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__ by _____, as _____ of **AFFORDABLE LIVING OPPORTUNITY FUND, INC**, a Florida corporation, on behalf of the company., is ☐ personally known to me or ☐ has produced identification.

NOTARY SEAL:

NOTARY PUBLIC

Print Name: _____

Commission No. _____

My Commission Expires: _____

Rental Regulatory Agreement

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

ATTEST:

**Juan Fernandez-Barquin,
Clerk of the Court and Comptroller**

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Shannon Summerset
Assistant County Attorney

EXHIBIT A
LEGAL DESCRIPTION

Folio No. 30-3115-040-0800	HIGHRIDGE PARK PB 17-5 LOTS 1-2-3 & 23 THRU 39 BLK 5
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EXHIBIT B

Maximum Initial Approved Rental Rates*

Number of Units	Type	Set Aside AMI %	Gross Rent	Utility	Net Rent

At the discretion of the County, up to eighty percent (80%) of the rental units may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based, based upon adopted County policies uniformly applied. Developer shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by Developer and submitted to the County.

In the event an apartment is occupied by a participant of the Section 8 Voucher Program and the applicable Section 8 office permits rents higher than the levels outlined above, the rents may be as allowed by the Section 8 office, provided that the resident's portion of the rent does not exceed the above Net Rent Limits.

NOTE: the above Net Rents exclude resident options such as cable TV, washers/dryers and/or security alarm systems. If provided, these options would be at an extra charge to the residents.

NOTE:

LOAN DOCUMENT INFORMATION TO BE
PROVIDED FOLLOWING RECORDING OF
MORTGAGE

Mortgage Document No: _____

Date Recorded: _____

Book Number: _____

Page Number: _____

County: MIAMI-DADE
State: FLORIDA