

# **AGENDA**

## **Palm Beach County Housing Finance Authority**

**\*\*\*\*\***

**FRIDAY, SEPTEMBER 22, 2017**  
**9:00 A.M.**

**Palm Beach County Airport Center  
Complex  
100 Australian Avenue  
4th Floor (#4-790) Training Room  
West Palm Beach, FL 33406**

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# Meeting Agenda

September 22, 2017

PBC Airport Center – Human Resources Training Room 4-790

## Housing Finance Authority of Palm Beach County

100 Australian Avenue, Suite 410  
West Palm Beach, FL 33406

(561) 233-3656

FAX: (561) 233-3657

www.pbchfa.org



### Chairperson

Patrick J. Franklin

### Vice Chair

Gary P. Eliopoulos

### Secretary

James H. Harper, Sr.

Clark D. Bennett

Robin B. Henderson

Charles V. St. Lawrence

Bobby "Tony" Smith

### Executive Director

David M. Brandt

dbrandt@pbcgov.org

(561) 233-3652

### Administrative Assistant

Jennifer M. Hamilton

jhamilto@pbcgov.org

(561) 233-3656

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## I.

### Call to Order

- a. Roll call and establishment of quorum

## II.

### Public comment on Agenda Items

## III.

### Agenda Approval

- a. Additions, deletions, substitutions
- b. Adoption

## IV.

### Consent Agenda

- a. Minutes of the July 21, 2017 meeting
- b. GF Requisition's #7-2017, #7-2017B and #8-2017
- c. MF project occupancy reports for June and July
- d. Own a Home Opportunity Program – July loan report
- e. Approval of US Bank community card use for housing conferences

## V.

### Old Business

- a. Revolving construction loan with Community Land Trust of PBC – Kirk Road CLT Homes project - approval of Resolution #R-2017-06
- b. Fiscal Year 2017/2018 general fund budget – approval of Resolution #R-2017-07

## VI.

### New Business

- a. Consider 2018 Mortgage Credit Certificate Program
- b. Consider Sadowski Education Effort contribution for 2018 legislative session

## VII.

### Other matters

- a. Matters of Authority members
- b. Matters of the Executive Director and Professionals
- c. Matters of the Public
- d. Next meeting date: 9:00 a.m., October 13, 2017 at the PBC Airport Center, Human Resources Training Rm. 4-790, 100 Australian Avenue, West Palm Beach

## VIII.

### Adjournment



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To: Housing Finance Authority

From: Executive Director

RE: September 8, 2017 regular meeting

Dated: August 31, 2017

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**IV. "Consent" items:**

**Item (b.)** The revised "Internal Operating Procedures" adopted earlier this year includes a new procedure requiring the Authority secretary, or if unavailable the chair or vice chair, to "...confirm disbursements and wire transfers initiated by the Executive Director or other person authorized by the Authority." This was instituted starting in May with email confirmation from the secretary. When practical I will present general fund disbursement authorizations for confirmation at board meetings, or via email with the chair or vice chair should an invoice need to be paid prior to the next meeting.

**Item (d.)** Raymond James recently began producing a monthly "Own a Home Opportunity Programs" month loan summary by participating HFA/county (9 as of August) and by lender (13 with a loan in process during July). The report also provides a breakdown of grant loans (funded by the program from premium pricing) vs. down payment assistance ("DPA") second loans funded directly by the Authority for DPA loans in PBC or by the Lee HFA for Lee, Charlotte, Collier, DeSoto and Sarasota counties. Broward, St. Johns and Volusia counties do not offer a DPA loan.

**Item (e.)** The Authority authorized entering into a credit card account with US Bank, and the revised "Internal Operating Procedures" includes a new procedure for credit card purchases as "...determined by the Executive Director and confirmed by the Secretary or Chairperson." The first use of the US Bank Community Mastercard was the annual FL ALFHA conference in July. The charges included the conference hotel for the three attendees as well as a rental car for one attendee. The expected attendance by staff and board member(s) and use of the credit card for this conference had been discussed informally at a meeting prior thereto. I assumed this to



constitute confirmation of use under our procedures, and will continue to either bring these up during a meeting under "Matters of Executive Director" or as a "Consent" agenda item prior to any expenditure. I am attending the Florida Housing Coalition Affordable Housing Conference September 11-12 in Orlando and utilized the community (credit) card for registration and conference hotel for two nights. I will prepare month reconciliations beginning after receipt of the August (second billing statement) from US Bank and will provide same to the board and to the Authority's accountants.

## **V. "Old Business" items:**

### **Item (a.) Approve Resolution R-2017-06 for a revolving construction loan with the Community Land Trust of Palm Beach County**

The Authority considered at the May 2017 meeting an application from the Community Land Trust of PBC (the "CLT") requesting a revolving construction loan to fund a portion of the cost of constructing six new single-family homes and two duplexes on land previously donated to the CLT by PBC located along Kirk Road in the Palm Springs area. The expected total project cost was approximately \$1.8M or an average of \$225K per unit. The project was to consist of three 2/2 homes, two 3/2 homes, and one 4/2 home, and two duplexes consisting of 3/2 units. The living areas are 1,100 for the 2/2 and 1,375 for all others; all units will have a one-car garage. The CLT replied to a PBC RFP later that month requesting \$800K of grant funds under the federal HOME Investment Partnerships Program for Community Housing Development Organizations. The CLT would use the HOME/CHDO grant proceeds to fund a portion of the cost of constructing the homes and then convert this to homebuyer assistance resulting in net sales prices ranging from \$125K to \$145K per home. The Authority accepted the application from and gave conceptual approval for a revolving loan of up to \$1M to the CLT pursuant to a loan term sheet reviewed and approved at the May meeting. Subsequent to the Authority's approval the county's department of Housing & Economic Sustainability ("HES") recommended to and the Board of County Commissioners approved an award of \$654,767 which the CLT advised is sufficient to construct a total of five buildings consisting of six units - three detached 2/2 homes, one 3/2 duplex, and one 4/2 detached home.

The total project budget for six units is now \$1,434,000 or \$239K per dwelling unit. Funding will consist of the \$654K of HOME/CHDO, that will be expended first, and then approximately \$780K of construction loan funds to complete. The former is an average, per unit, of \$109K of the total cost and the latter \$130K of total cost. In the event the CLT is awarded or secures additional subsidy for the other two units there is a provision in the Authority loan to increase the maximum loan amount to \$1M with board approval. The loan will be revolving to the extent of the \$654K of HOME/CHDO funding which is on a reimbursement basis and such draws must be pre-approved by HES. Once 100% of the HOME/CHDO funds have been expended and reimbursed



the CLT will only be permitted to draw for other remaining construction costs and only after they demonstrate 50% pre-sales with bank and HES approved homebuyers. The CLT will apply for, but has not budgeted as a source, funds from PBC's Impact Fee Assistance Grant program. Permitting is expected to be complete by October with construction expected to be concluded and CO's issued by May 2018. The CLT will be using the same general contractor, Stuart & Shelby Development of Delray Beach, as they used for Davis Landings West and are utilizing model homes designed by and previously constructed by the company.

Closing of the Authority's loan will be subject to the CLT closing on the HOME/CHDO funding as well as a Plan & Cost Review ("PCR") performed by On Solid Ground, LLC the cost of which is to be paid for by the CLT demonstrating the reasonableness of the project budget and adequacy of the GC contract for satisfactory completion of the project. A draft of the HOME/CHDO agreement was circulated by HES on August 30; the CLT anticipates that they should be in a position to close on the HOME/CHDO loan and therefore the Authority loan within two to three weeks. The final PCR is not expected to be completed prior to the September 8 meeting but as stated in the approving resolution this report is a condition of loan closing and must confirm that the costs contained in the CLT's budget including the general contractor's construction contract are reasonable and adequate for satisfactory completion of the project.

Included in the agenda materials is a copy of Resolution No. R-2017-06 approving the loan to the CLT including the previously approved loan term sheet and form of construction loan agreement. The General counsel will have loan documents for Authority board member signature at the September 8 meeting.

**Staff recommends a motion: to approve Resolution No. 2017-06 providing for a not-to-exceed \$1M revolving construction with the Community Land Trust of Palm Beach County for the Kirk Road CLT Homes project.**

#### **Item (b.) Approve Resolution No. R-2017-07 - FY 2017/2018 general fund budget**

Included in the agenda materials and approved at the July 21 meeting was a schedule showing a comparison of the current fiscal year's original budget, a current projection of full year operations, and the proposed FY 2017/18 operating budget together with recommended reservations of surplus in the three existing fund categories. In accordance with Florida Statutes Ch. 189 a proposed operating budget is to be posted to the Authority's website at least 2 days prior to board consideration; Resolution No. R-2017-07 was posted to the Authority website on August 4 with a notation that the final budget will be presented for approval at the August 11 board meeting.

**Staff recommends a motion to approve Resolution No. R-2017-07 providing for a FY 2017/2018 general fund budget.**



## **VI. "New Business" items:**

### **Item (a.) Consider authorization of a 2018 Mortgage Credit Certificate Program**

The Authority has made a mortgage credit certificate ("MCC") available to first time homebuyers since 2010. The MCC provides a homebuyer with a dollar-for-dollar of up to 50% of the annual interest expense capped at \$2K per year for as long as they live in the home as their principal residence. The remaining interest expense can be taken as an itemized deduction, and any used credit amount can be carried forward for three years. The homebuyer must file an IRS 8396 with their federal income tax return to claim the credit, and are subject to potential recapture of benefit if they sell the home during the first nine years of ownership.

The Authority makes the MCC program available through lending institutions that sign a participation agreement. These lenders reserve a MCC for a prospective homebuyer during the loan application process. The Authority entered into program administration agreements with Housing and Development Services, Inc. d/b/a eHousingPlus (they are the sole provider of such services to Florida HFA's) to maintain the on-line electronic reservation system and to issue the actual certificate to the homebuyer after loan closing. The loan must be a 15 or 30 year fixed rate FHA/VA/RD, Fannie Mae or Freddie Mac product offered by the lender, or one of the loan products of the "Own a Home Opportunity Program". The eligibility requirements for a MCC program are the same as a tax exempt single family bond program: 1) all persons on the deed must be a first time buyer (cannot have had an ownership interest in their principal residence in the past three years), 2) currently have a total annual income of not more than \$72,544 for 1-2 person household and \$83,426 for a 3 or more person household, and 3) the home price cannot exceed \$317,646. Homebuyers are required to take a HUD approved homebuyer education course to receive a MCC.

Implementation of a MCC program requires that the issuer/HFA have single-family private activity bond ("PAB") allocation to that is then converted to MCC authorization. Carry-forward PAB allocation has been used for each of the four MCC programs (issued in 2010, 2012, 2013 and 2015), and there is currently \$50M available that the Authority requested and was granted at the end of calendar year 2015. The first three programs resulted in the issuance of 176 MCC's, and to date the 2015 MCC program has assisted an additional 87 first-time homebuyers.

Should the Authority agree to proceed with a 2018 MCC program the next first step would be consideration of a formal authorizing resolution at the next meeting and publication of a program notice. An amendment to the current Program Administration Agreement ("PAA") from eHousingPlus memorializing the 2018 MCC program will be included as part of the resolution. There is no fee paid by the Authority under the PAA; under the 2015 MCC program a per file compliance review fee of \$275 is paid by the participating lender to eHousing. There is an IRS Code mandated 90-day period after publication before the start date of a new program, so assuming approval at the October 13 meeting a 2018 MCC program could be rolled out around



mid-January. During that time lenders wishing to use the program would execute a new participation agreement. I would recommend that any lender that reserved and closed a MCC under the current program in calendar year 2017 be permitted to re-sign without paying the one-time \$1K lender participation fee. The Authority's total cost for a MCC program is less than \$20K of which \$15K plus expenses is for bond/MCC.

### 2015 MCC program update

The start date for reservations under the 2015 Program was January 2, 2016. The \$25M of MCC authority will be available through December 31, 2017 and could provide MCC assistance on up to \$50M of first mortgage loans. If fully used by that date about 275 first time homebuyers would be provided a MCC assuming the current average loan amount of about \$183K. The seventeen (17) lenders who signed the master participation agreement for the 2013 MCC program were permitted to continue under the 2015 MCC program, and 3 additional lenders signed on after the 2015 program start date. However, only six (6) lenders have actually issued MCC's to homebuyers under the 2015 program. As of June 30, 2017 a total of \$7M of 2015 MCC program allocation had been used on loans closed which is 28% of the total available.

	AFN	Cornerstone	Eagle	Hamilton	Iberia Bank Mort.	i Mortg.	Loan Depot	The Mortg. Firm	PRMG	Program totals:
Totals for 2016	4	0	0	22	1	0	5	5	1	38
1 <sup>st</sup> quarter	1	0	0	7	0	0	1	2	1	12
2 <sup>nd</sup> quarter	1	4	1	13	0	6	(1)	2	0	26
3 <sup>rd</sup> quarter										
4 <sup>th</sup> quarter										
Totals for 2017	2	4	1	20	0	6	0	4	1	38
Totals since inception	6	4	1	42	1	6	5	9	2	76

Staff recommends a motion: to give conceptual approval for a 2018 Mortgage Credit Certificated Program, including the appointment of Bryant Miller Olive as bond/MCC counsel, and to authorize the preparation of a resolution for same for consideration at the next Authority meeting.

## **Item (b.) Consider Sadowski Education Effort contribution amount for 2017/18**

FL ALHFA is again requesting its members to contribute to the Sadowski Education Effort ("SEE") leading up to the 2018 Florida legislative session that begins early in January. Included in the agenda materials is the board letter requesting from the membership a minimum contribution of at least \$15K. The board approved this same amount for SEE last year. According to FL ALHFA co-executive director Mark Hendrickson they expect this year's budget to be close to \$200K that is used by SEE primarily to pay for lobbyists – the P5 Group headed by former Senate President Ken Pruitt, and Bascom Communications. SEE was formed about ten years ago by the Sadowski Housing Coalition, itself a collection of organizations that came together in 1991 to successfully advocate for a dedicated revenue source (Sadowski Act) for affordable housing programs, to counter reductions to/sweeping of the Sadowski Act housing trust fund ("HTF") by the legislature.

For the 2016 session the governor proposed \$131M for housing, the Senate started at full funding (\$317M), and the House at \$141M. The legislature ended up with a \$200M HTF appropriation that was the greatest amount in nine years, and allowed FHFC to spend another \$75M of its own internally generated funds for the SAIL program. This was still a sweep of the HTF of \$116M to general revenue. During the 2017 session, the governor recommended only \$44M for housing and the legislature ended up appropriating \$137M that included \$27M of FHFC reserves. This was a marked decline from the previous year and a sweep of \$154M from the HTF to general revenue.

**Staff recommends a motion: to authorize a SEE contribution of \$15K from the FY 2017/2018 general fund budget.**

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## Tab 1

### IV. Consent Items - attachments

- a. Minutes of July 21 board meeting
- b. General Fund Requisitions #7-2017, 7-2017B & #8-2017
- c. MF project occupancy report for June and July
- d. Own a Home Opportunity program status for July
- e. Approval of US Bank community card use for housing conferences





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**HOUSING FINANCE AUTHORITY  
OF PALM BEACH COUNTY  
MINUTES OF REGULAR MEETING**

**Meeting Date & Time:**

9:30 A.M., July 21, 2017

**Location:**

PBC Airport Center  
100 Australian Avenue  
4<sup>th</sup> Floor, Suite 4-790  
West Palm Beach

**Attendance Sign-in Sheet/others:**

Laurel Robinson, WPBHA  
Oliver Pfeffer, Landmark Development

**Staff and professionals:**

David Brandt, Executive Director  
Jennifer Hamilton, administrative assistant  
Skip Miller, Esq. - general counsel - Greenspoon Marder  
Monique Spotts - bond counsel - Bryant Miller Olive  
Amanda Kumar - trustee and custodian - US Bank  
Jim Hutchison - auditor - Caler Donten Levine  
Helen Feinberg - bond underwriter - RBC Capital Markets

## **I. Call to Order**

### **a. Roll call and establishment of quorum**

Vice Chair Clark Bennett called the meeting to order at approximately 9: 30 a.m. The four (4) members present at roll call constituted a quorum:

Chuck St. Lawrence, Chair – absent  
Clark Bennett, Vice Chair - present  
Robin Henderson, Secretary – present  
Gary Eliopoulos - absent  
Patrick Franklin – present  
James Harper - present  
Tony Smith – absent

[Note: there was an error with either the recorder or recording process and therefore there is no audio recording of this meeting]

## **II. Public comment on Agenda Items**

There was no comment from the public on the agenda items.

## **III. Agenda Approval**

**Mrs. Henderson moved approval of the agenda. The motion was second by Mr. Franklin Patrick and unanimously approved by vote of 4-0.**

## **IV. Consent Agenda**

Mr. Harper stated that the draft of the minutes of the June 8, 2017 meeting had a comment attributed to him that was actually made by the executive director.

**Mr. Harper moved to correct the minutes of the June 8 meeting. The motion was seconded by Mr. Franklin and unanimously approved by a vote of 4-0.**



Mrs. Henderson then moved approval of the Consent Agenda. The motion was seconded by Mr. Franklin and unanimously approved by a vote of 4-0.

## **V. Old Business**

### **Item (a.) Royal Palm Place Apartments – approval of Resolution #R-2017-05 for the issuance of not-to-exceed \$16M Multifamily Rental Housing Revenue Note, Series 2017**

The Executive Director (“ED”) provided a brief update on the status of the financing for the project including a correction to the developer’s application to reflect that Mr. Richard Ryles rather than Charles St. Lawrence was an officer of Royal Palm Place at Coleman Park, Inc. at such time.

A motion was made by Mrs. Henderson to approve Resolution #R-2017-05 authorizing the issuance of not-to-exceed \$16M Multifamily Rental Housing Revenue Note, Series 2017. The motion was seconded by Mr. Harper and unanimously approved by a vote of 4-0.

## **VI. New Business**

### **Item (a.) Appointment of authorized representatives**

The ED advised that due to recent election of officers he thought it best that authorized representatives under the custody agreement with US Bank and the account with the State Board of Administration’s surplus funds trust fund reflect the prospective chair and vice chair.

A motion was made by Mrs. Henderson to appoint Patrick Franklin and Gary Eliopoulos as authorized representatives for the Authority’s custody and custody escrow accounts, and the LGIP account with the State Board of Administration. The motion was seconded by Mr. Franklin and unanimously approved by a vote of 4-0.

**Item (b.) Consider proposed fiscal year 2017/2018 general fund budget and fund allocations**

The ED provided a summary of his proposed general fund budget for the coming fiscal year as well as recommended reservation of funds for the Revolving Loan Fund, Down Payment Assistance Fund, and Single Family Loan Purchase Fund. He advised that a budget resolution would be posted to the Authority's website prior to meeting when the final 2017/2018 general fund budget is to be considered.

A motion was made by Mrs. Henderson to approve the proposed budget number and recommended fund allocations and to authorize staff to the posting of the proposed FY 2017/2018 general fund budget resolution for a final vote at the next Authority meeting. The motion was seconded by Mr. Franklin and unanimously approved by a vote of 4-0.

**Item (c.) Discussion of general counsel memorandum on multi-family bond and revolving loan policies**

The ED stated that included in the agenda materials is a memorandum from general counsel Mr. Miller ("GC") as requested in response to questions from the board regarding opportunities for local small business to participate in projects funded through the Authority. The memo addressed his conversation with Ms. Jolinda Herring of Bryant Miller Olive as well as the Palm Beach County "Small Business Enterprise" and local preference ordinances which he noted were not applicable to projects financing through conduit bonds issued by PBC.

There was no action taken on this.

**VII. Other matters**

**a. Matters of Authority members**

Mr. Harper requested a meeting with the ED and GC to further discuss local preference.

**b. Matters of the Executive Director and Professionals**



The ED advised that the chairperson nomination is on the August 15 meeting agenda of the Board of County Commissioners. GC reported that he had contacted Mrs. Robinson and Mr. Franklin regarding obtaining the Dunbar fence, and that the latter was no longer interested in pursuing it. Mr. Franklin added that portions of the fence had already been removed or damaged, and that the cost to move it would be prohibitive.

**c. Matters of the Public**

None

**d. Next meeting:**

The ED advised that he did not foresee any matters that would need action by the board until the September 8 meeting.

**VIII. Adjournment**

**Mr. Harper moved for adjournment of the meeting at 10:24 a.m. The motion was second Mrs. Henderson and unanimously approved by a vote of 4-0.**

Respectfully submitted,

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**Executive Director**

---

**Secretary**



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**Date:** July 24, 2017  
**To:** Susan Fahimi  
U.S. Bank Corporate Trust  
**From:** David M. Brandt, Executive Director   
**Re:** General Fund Disbursement #7-2017

The following invoices/reimbursement requests are presented for your approval and payment, with supportive documentation attached. Please confirm release of payments with Authority Secretary Robin Henderson.

<u>PAYEE</u>	<u>AMOUNT</u>
PBC Board of County Commissioners (May & June)	\$ 51,356.72
Caler, Donten, Levine, Cohen, Porter & Veil	15,985.50
Greenspoon Marder (June)	2,250.00
Florida Reemployment Tax (2 <sup>nd</sup> Qrt. 2017)	1.62
United States Treasury Form 941 2 <sup>nd</sup> Qrt. 2017)	248.51
CMG – PBN (PB Post TEFRA notice)	<u>385.28</u>

**Total General Fund Disbursement: \$ 70,227.63**

Encls.

CC: Amanda Kumar, US Bank  
Robin Henderson, HFA Secretary





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**Date:** July 31, 2017  
**To:** Susan Fahimi  
U.S. Bank Corporate Trust  
**From:** David M. Brandt, Executive Director  
**Re:** General Fund Disbursement #7-2017B



The following invoices/reimbursement requests are presented for your approval and payment, with supportive documentation attached. Please confirm release of payments with Authority Secretary Robin Henderson.

<u>PAYEE</u>	<u>AMOUNT</u>
David M. Brandt (June auto & FLALFHA reimb.)	\$ 584.00
Tony Smith (FLALHFA conf. reimburs.)	<u>392.76</u>
<b>Total General Fund Disbursement:</b>	<b>\$ 976.76</b>

Encls.

CC: Amanda Kumar, US Bank  
Robin Henderson, HFA Secretary



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**Date:** August 18, 2017  
**To:** Susan Fahimi  
U.S. Bank Corporate Trust  
**From:** David M. Brandt, Executive Director *DB*  
**Re:** General Fund Disbursement #8-2017

The following invoices/reimbursement requests are presented for your approval and payment, with supportive documentation attached. Please confirm release of payments with Authority board member Robin Henderson.

<u>PAYEE</u>	<u>AMOUNT</u>
Greenspoon Marder (July)	\$ 1,025.00
David M. Brandt (July auto)	500.00
US Bank (MasterCard - July)	<u>1,833.20</u>
<b>Total General Fund Disbursement:</b>	<b>\$ 3,358.20</b>

Encls.

CC: Amanda Kumar, US Bank  
Robin Henderson

Housing Finance Authority of Palm Beach County  
Summary of Monthly Project Bond Program Reports  
June 2017

Project:	Date Report was received	Per Rent Roll or FHFC Recap:		Number of TICs included:		Total # units	Total Occup. Units	Current months occup.	Last months occup.	2017 average occup.
		New	Annual renewal	# of IC's (1)	# of AR's (1)					
1) Azalea Place (d/b/a Palm Grove) (#)	7/14/17	0	8	0	8	150	148	98.7%	99.3%	99.3%
2) Colonial Lakes	7/14/17	1	n.a.	1	n.a.	120	118	98.3%	100.0%	99.4%
3) Colony Park (@)(2)	7/17/17	1	8	1	8	130	130	100.0%	100.0%	99.9%
4) Green Cay Village (d/b/a Palm Park) (#)	7/14/17	3	11	3	11	160	160	100.0%	100.0%	99.8%
5) Indian Trace (@)(#)	7/11/17	8	20	8	20	330	323	97.9%	99.1%	98.9%
6) La Joya Villages (*) (#)	7/17/17	5	n.a.	5	n.a.	55	54	98.2%	92.7%	90.9%
7) Lake Delray (*) (3)	7/12/17	2	n.a.	2	n.a.	404	366	90.6%	91.6%	91.9%
8) Malibu Bay (@)(*) (#)	7/12/17	4	n.a.	4	n.a.	264	258	97.7%	97.7%	96.7%
9) New South Bay Villas (4)(*)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
10) Palm Gardens (#)	7/14/17	0	5	0	5	80	80	100.0%	100.0%	99.6%
11) Palms West (*) (#)	7/14/17	9	n.a.	9	n.a.	290	287	99.0%	97.9%	99.0%
12) Paul Lawrence Dunbar Senior (#)(*)(5)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
13) Pine Run Villas (*) (#)	7/12/17	1	n.a.	1	n.a.	63	63	100.0%	100.0%	99.7%
14) Pinnacle At Abbey Park (2)(@)(*)	7/14/17	8	n.a.	8	n.a.	160	153	95.6%	96.3%	97.5%
15) Pinnacle Palms (*)	7/14/17	2	n.a.	2	n.a.	152	151	99.3%	99.3%	98.9%
16) Renaissance (at San Marino) (#)	7/18/17	3	25	3	23	344	334	97.1%	97.7%	97.3%
17) Riverview House (#)	7/17/17	2	7	2	7	160	155	96.9%	98.1%	97.4%
18) Venetian Isles II (d/b/a San Marco VI) (2)(@)(#)	7/14/17	5	7	5	7	112	111	99.1%	96.4%	97.8%
19) Village Square Elderly (6)(*)(#) tb/n/a Courts at VI	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
20) Westgate Plaza (*) (#)	7/17/17	0	n.a.	0	n.a.	80	80	100.0%	100.0%	99.8%
21) Woodlake (@)(*)	7/10/17	6	n.a.	6	n.a.	224	222	99.1%	98.2%	99.3%
Totals		60	91	60	89	3278	3193	98.2%	98.0%	98.0%
(1) "IC's" are initial move-in "Tenant Income Certification" forms and "AR's" are annual recertification forms provided.										
(2) Has prepaid the remaining issuer fee.										
(3) All rehabilitation expected to be completed by April 2018.										
(4) First occupancy of rehabbed units expected November 2017.										
(5) Expected first occupancy July 2017.										
(6) Expected first occupancy September 2017										
(@) Bonds have been redeemed in whole but Qualified Project Period still in effect.										
(*) No annual recertifications are required as long as 100% of units are certified as "Low Income".										
(#) Current monthly rents are at LIHTC maximum or all Section 8 above LIHTC rent.										



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	Project:	2016	2015	2014	2013	2016	2015	2014	2013	2016	2015	2014	2013	2016	2015	2014	2013
		average occup.	average occup.	average occup.	average occup.	monthly high	monthly high	monthly high	monthly high	monthly high	monthly high	monthly high	monthly high	monthly low	monthly low	monthly low	monthly low
	1) Azalea Place (d/b/a Palm Grove)	99.6%	98.7%	98.9%	99%	100%	100%	100%	100%	100%	100%	100%	100%	99%	98%	97%	97%
	2) Colonial Lakes	99.9%	99.6%	96.3%	n.a.	100%	100%	100%	99%	99%	99%	99%	99%	99%	99%	92%	n.a.
	3) Colony Park	99.2%	99.0%	97.8%	95%	100%	100%	100%	99%	99%	97%	97%	95%	93%	96%	96%	93%
	4) Green Cay Village (d/b/a Palm Park)	99.4%	97.8%	98.0%	92%	100%	99%	99%	95%	99%	95%	99%	99%	96%	96%	96%	88%
	5) Indian Trace	98.6%	97.9%	97.7%	95%	100%	99%	100%	98%	98%	98%	98%	98%	96%	94%	94%	92%
	6) La Joya Villages	98.9%	99.8%	n.a.	n.a.	100%	100%	n.a.	n.a.	95%	95%	98%	n.a.	98%	n.a.	n.a.	n.a.
	7) Lake Delray	n.a.	n.a.	95.6%	96%	n.a.	n.a.	96%	96%	n.a.	92%	92%	96%	n.a.	96%	96%	94%
	8) Malibu Bay	96.1%	97.4%	91.6%	89%	99%	100%	96%	96%	96%	92%	94%	96%	94%	82%	82%	84%
	9) New South Bay Villas (1)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
	10) Palm Gardens	99.1%	98.9%	98.2%	85%	100%	100%	100%	100%	100%	100%	100%	100%	98%	98%	96%	93%
	11) Palms West	98.6%	98.5%	100.0%	n.a.	100%	100%	100%	n.a.	n.a.	98%	98%	n.a.	98%	84%	84%	n.a.
	12) Paul Lawrence Dunbar Senior (2)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
	13) Pine Run Villas	98.8%	98.8%	99.7%	n.a.	100%	100%	100%	100%	100%	97%	97%	100%	95%	95%	98%	n.a.
	14) Pinnacle At Abbey Park	97.5%	96.9%	94.2%	93%	99%	100%	98%	98%	98%	94%	91%	98%	91%	92%	92%	89%
	15) Pinnacle Palms	98.6%	97.3%	95.4%	91%	100%	99%	97%	94%	97%	97%	96%	94%	96%	91%	91%	89%
	16) Renaissance (at San Marino)	97.9%	97.6%	96.3%	94%	99%	99%	99%	95%	96%	95%	96%	95%	96%	92%	92%	91%
	17) Riverview House	97.0%	95.1%	82.6%	93%	99%	99%	96%	98%	98%	95%	91%	98%	95%	75%	89%	89%
	18) Venetian Isles II (d/b/a San Marco VI)	98.1%	99.6%	96.9%	96%	100%	100%	100%	97%	97%	96%	98%	97%	96%	93%	94%	94%
	19) Village Square Elderly (3) (d/b/a Courts 4)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
	20) Westgate Plaza	99.0%	98.9%	98.3%	99%	100%	100%	100%	100%	100%	95%	98%	100%	95%	98%	95%	98%
	21) Woodlake	99.4%	99.4%	97.4%	96%	100%	100%	99%	99%	99%	98%	98%	99%	98%	95%	95%	89%
	Totals (4)	98.6%	98.3%	96%	94%												
	(1) First occupancy of rehabbed units expected November 2017.																
	(2) Expected first occupancy July 2017																
	(3) Expected first occupancy September 2017.																
	(4) Sum of the averages of each project																



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Project:	Location:	2016 occup. turn over	2015 occup. turn over	2014 occup. turn over	2013 occup. turn over	Most restrictive tenant set aside requirements per HFA bond or other subordinate/HTC financing
1) Azalea Place (d/b/a Palm Grove)	Australian Ave. south of 25th Street, WPB	9%	15%	14%	26%	100% HAP contract
2) Colonial Lakes	Lake Worth Rd. west of Haverhill Rd., Greenacres	28%	31%	n.a.	n.a.	25% @ 30%, 30% @ 50% AMI
3) Colony Park	Belvedere Rd. west of Benoist Farms, suburban WPB	25%	28%	38%	39%	2% @ 25% & 98% @ 60% AMI
4) Green Cay Village (d/b/a Palm Park)	Off Jog Rd. south of Woolbright, Boynton Bch.	17%	26%	29%	34%	100% @ 60% AMI
5) Indian Trace	N. Military Trail south of SR 710, Riviera Bch.	28%	38%	38%	37%	20% @ 50% & 80% @ 60% AMI
6) La Joya Villages	6th Ave S. just east of US 1, Lake Worth	5%	5%	n.a.	n.a.	25% @ 50% AMI per NSP2
7) Lake Delray	Lindell Blvd. east of I-95/south of Linton Blvd. Del. Bch	n.a.	n.a.	12%	15%	100% @ 60% AMI, 50% HAP
8) Malibu Bay	Executive Center Dr. south of PB Lake Blvd. WPB	22%	35%	38%	47%	100% @ 60% AMI
9) New South Bay Villas (1)	MLK and Palm Beach Road, City of South Bay	n.a.	n.a.	n.a.	n.a.	HAP contract all but 1 unit
10) Palm Gardens	4th Ave N. south of 10 Ave. N., Lake Worth	15%	24%	33%	38%	17% @ 30% and 83% @ 60% AMI
11) Palms West	1551 Quail Drive off Westgate Ave, suburban WPB	9%	13%	n.a.	n.a.	2% @ 50% and 98% @ 60% AMI
12) Paul Lawrence Dunbar Senior (2)	Corner of Division and Grant St., WPB	n.a.	n.a.	n.a.	n.a.	100% HAP contract
13) Pine Run Villas	6th Ave S./Melaleuca west of Haverhill Rd. Lk. Worth	14%	19%	3%	n.a.	25% @ 30%/30% @ 50%/45% @ 60%
14) Pinnacle At Abbey Park	Forest Hill Blvd. west of Haverhill, WPB	29%	30%	36%	48%	4% @ 30% & 96% @ 60% AMI
15) Pinnacle Palms (3)	Executive Center Dr. south of Congress Ave. WPB	19%	25%	31%	31%	100% @ 60% AMI
16) Renaissance (at San Marino)	N. Military Trail north of Roebuck Rd., WPB	24%	34%	41%	29%	25% @ 50% & 75% @ 60% AMI
17) Riverview House (4)	Lake Worth Rd. east of S. Military Trail, Lake Worth	34%	48%	55%	38%	100% @ 60% AMI
18) Venetian Isles II (d/b/a San Marco VI)	N. Congress Ave. south of Northlake Blvd., Riv. Bch.	22%	27%	44%	30%	100% @ 60% AMI
19) Village Square Elderly (5)(d/b/a Courts	NE corner of SW8th Street & Auburn Ave., Del. Bch.	n.a.	n.a.	n.a.	n.a.	100% HAP contract
20) Westgate Plaza	Quail Drive and Westgate Ave., suburban WPB	14%	10%	14%	6%	100% HAP contract
21) Woodlake	N. Jog Rd. south of Okeechobee Blvd., WPB	15%	21%	33%	47%	100% @ 60% AMI
	Totals (6)	19%	25%	31%	33%	
(1) First occupancy expected November 2017.						
(2) Expected first occupancy July 2017						
(3) PBC LURA has 60% @ 55+; FHFC has 80% @ 55+ w/no tenant under 18						
(4) PBC LURA amended to 100% @ 55+ from 60+, and no tenant under 18.						
(5) Expected first occupancy September 2017.						
(6) Sum of the averages of each project based on move-in's						

## June 2017

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Project:	Date Report was received	Per Rent Roll or FHFC Recap:		Number of TICs included:		Total # units	Total Occup. Units	Current months occup.	Last months occup.	2017 average occup.
		New	Annual renewal	# of IC's (1)	# of AR's (1)					
1) Azalea Place (d/b/a Palm Grove) (#)	8/15/17	1	8	1	8	150	148	98.7%	98.7%	99.2%
2) Colonial Lakes	8/15/17	5	n.a.	5	n.a.	120	116	96.7%	98.3%	99.0%
3) Colony Park (@)(2)	8/9/17	3	12	3	12	130	129	99.2%	100.0%	99.8%
4) Green Cay Village (d/b/a Palm Park) (#)	8/16/17	0	11	0	11	160	160	100.0%	100.0%	99.8%
5) Indian Trace (@)(#)	8/15/17	12	17	12	17	330	327	99.1%	97.9%	98.9%
6) La Joya Villages (*) (#)	8/14/17	1	n.a.	1	n.a.	55	54	98.2%	98.2%	91.9%
7) Lake Delray (*) (3)	8/11/17	4	n.a.	4	n.a.	404	364	90.1%	90.6%	91.6%
8) Malibu Bay (@)(*) (#)	8/11/17	4	n.a.	4	n.a.	264	259	98.1%	97.7%	96.9%
9) New South Bay Villas (4) (*)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
10) Palm Garden (#)	8/15/17	0	5	0	5	80	79	98.8%	100.0%	99.5%
11) Palms West (*) (#)	8/15/17	3	n.a.	3	n.a.	290	286	98.6%	99.0%	99.0%
12) Paul Lawrence Dunbar Senior (#) (*) (5)	late		n.a.		n.a.	99			n.a.	n.a.
13) Pine Run Villas (*) (#)	8/11/17	0	n.a.	0	n.a.	63	63	100.0%	100.0%	99.8%
14) Pinnacle At Abbey Park (2) (@) (*)	8/15/17	7	n.a.	7	n.a.	160	155	96.9%	95.6%	97.4%
15) Pinnacle Palms (*)	8/15/17	0	n.a.	0	n.a.	152	147	96.7%	99.3%	98.6%
16) Renaissance (at San Marino) (#)	8/16/17	7	25	6	24	344	328	95.3%	97.1%	97.0%
17) Riverview House (#)	8/15/17	6	8	6	8	160	160	100.0%	96.9%	97.7%
18) Venetian Isles II (d/b/a San Marco VI) (2) (@) (#)	8/15/17	2	11	2	10	112	112	100.0%	99.1%	98.1%
19) Village Square Elderly (6) (*) (#) tb/n/a Courts at Vi	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
20) Westgate Plaza (*) (#)	8/10/17	0	n.a.	0	n.a.	80	80	100.0%	100.0%	99.8%
21) Woodlake (@) (*)	8/10/17	2	n.a.	2	n.a.	224	222	99.1%	99.1%	99.2%
Totals		57	97	56	95	3377	3189	98.1%	98.2%	98.0%
(1) "C's" are initial move-in "Tenant Income Certification" forms and "AR's" are annual recertification forms provided.										
(2) Has prepaid the remaining issuer fee .										
(3) All rehabilitation expected to be completed by April 2018.										
(4) First occupancy of rehabbed units expected November 2017.										
(5) Expected first occupancy July 2017.										
(6) Expected first occupancy September 2017										
(@) Bonds have been redeemed in whole but Qualified Project Period still in effect.										
(*) No annual recertifications are required as long as 100% of units are certified as "Low Income".										
(#) Current monthly rents are at LIHTC maximum or all Section 8 above LIHTC rent.										

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Project:	2016	2015	2014	2013	2016	2015	2014	2013	2016	2015	2014	2013
	average occup.	average occup.	average occup.	average occup.	monthly high	monthly high	monthly high	monthly high	monthly low	monthly low	monthly low	monthly low
1) Azalea Place (d/b/a Palm Grove)	99.6%	98.7%	98.9%	99%	100%	100%	100%	100%	99%	98%	97%	97%
2) Colonial Lakes	99.9%	99.6%	96.3%	n.a.	100%	100%	99%	99%	99%	99%	92%	n.a.
3) Colony Park	99.2%	99.0%	97.8%	95%	100%	100%	99%	97%	95%	93%	96%	93%
4) Green Cay Village (d/b/a Palm Park)	99.4%	97.8%	98.0%	92%	100%	99%	99%	95%	99%	96%	96%	88%
5) Indian Trace	98.6%	97.9%	97.7%	95%	100%	99%	100%	98%	98%	96%	94%	92%
6) La Joya Villages	98.9%	99.8%	n.a.	n.a.	100%	100%	n.a.	n.a.	95%	98%	n.a.	n.a.
7) Lake Delray	n.a.	n.a.	95.6%	96%	n.a.	n.a.	96%	98%	n.a.	n.a.	96%	94%
8) Malibu Bay	96.1%	97.4%	91.6%	89%	99%	100%	96%	96%	92%	94%	82%	84%
9) New South Bay Villas (1)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
10) Palm Gardens	99.1%	98.9%	98.2%	85%	100%	100%	100%	100%	98%	98%	96%	93%
11) Palms West	98.6%	98.5%	100.0%	n.a.	100%	100%	100%	n.a.	98%	98%	84%	n.a.
12) Paul Lawrence Dunbar Senior (2)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
13) Pine Run Villas	98.8%	98.8%	99.7%	n.a.	100%	100%	100%	100%	97%	95%	98%	n.a.
14) Pinnacle At Abbey Park	97.5%	96.9%	94.2%	93%	99%	100%	98%	98%	94%	91%	92%	89%
15) Pinnacle Palms	98.6%	97.3%	95.4%	91%	100%	99%	97%	94%	97%	96%	91%	89%
16) Renaissance (at San Marino)	97.9%	97.6%	96.3%	94%	99%	99%	99%	95%	96%	96%	92%	91%
17) Riverview House	97.0%	95.1%	82.6%	93%	99%	99%	96%	98%	95%	91%	75%	89%
18) Venetian Isles II (d/b/a San Marco VI)	98.1%	99.6%	96.9%	96%	100%	100%	100%	97%	96%	98%	93%	94%
19) Village Square Elderly (3) (d/b/a Courts 4)	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
20) Westgate Plaza	99.0%	98.9%	98.3%	99%	100%	100%	100%	100%	95%	98%	95%	98%
21) Woodlake	99.4%	99.4%	97.4%	96%	100%	100%	99%	99%	98%	98%	95%	89%
Totals (4)	98.6%	98.3%	96%	94%								
(1) First occupancy of rehabbed units expected November 2017.												
(2) Expected first occupancy July 2017												
(3) Expected first occupancy September 2017.												
(4) Sum of the averages of each project												



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Project:	Location:	2016	2015	2014	2013	Most restrictive tenant set aside requirements per HFA bond or other subordinate/HTC financing
		occup. turn over	occup. turn over	occup. turn over	occup. turn over	
1) Azalea Place (d/b/a Palm Grove)	Australian Ave. south of 25st Street, WPB					100% HAP contract
2) Colonial Lakes	Lake Worth Rd. west of Haverhill Rd., Greenacres	28% 9%	31% 15%	n.a. 14%	n.a. 26%	25% @ 30%, 30% @ 50% AMI
3) Colony Park	Belverdere Rd. west of Benoist Farms, suburban WPB	25%	28%	38%	39%	2% @ 25% & 98% @ 60% AMI
4) Green Cay Village (d/b/a Palm Park)	Off Jog Rd. south of Woolbright, Boynton Bch.	17%	26%	29%	34%	100% @ 60% AMI
5) Indian Trace	N. Military Trail south of SR 710, Riviera Bch.	28%	38%	38%	37%	20% @ 50% & 80% @ 60% AMI
6) La Joya Villages	6th Ave S. just east of US 1, Lake Worth	5%	5%	n.a.	n.a.	25% @ 50% AMI per NSP2
7) Lake Delray	Lindell Blvd. east of I-95/south of Linton Blvd. Del. Bch	n.a.	n.a.	12%	15%	100% @ 60% AMI; 50% HAP
8) Malibu Bay	Executive Center Dr. south of PB Lake Blvd. WPB	22%	35%	38%	47%	100% @ 60% AMI
9) New South Bay Villas (1)	MLK and Palm Beach Road, City of South Bay	n.a.	n.a.	n.a.	n.a.	HAP contract all but 1 unit
10) Palm Gardens	4th Ave N. south of 10 Ave. N., Lake Worth	15%	24%	33%	38%	17% @ 30% and 83% @ 60% AMI
11) Palms West	1551 Quail Drive off Westgate Ave. suburban WPB	9%	13%	n.a.	n.a.	2% @ 50% and 98% @ 60% AMI
12) Paul Lawrence Dunbar Senior (2)	Corner of Division and Grant St., WPB	n.a.	n.a.	n.a.	n.a.	100% HAP contract
13) Pine Run Villas	6th Ave S. Melaleuca west of Haverhill Rd. Lk. Worth	14%	19%	3%	n.a.	25% @ 30%/30% @ 50%/45% @ 60%
14) Pinnacle At Abbey Park	Forest Hill Blvd. west of Haverhill, WPB	29%	30%	36%	48%	4% @ 30% & 96% @ 60% AMI
15) Pinnacle Palms (3)	Executive Center Dr. south of Congress Ave. WPB	19%	25%	31%	31%	100% @ 60% AMI
16) Renaissance (at San Marino)	N. Military Trail north of Roebuck Rd., WPB	24%	34%	41%	29%	25% @ 50% & 75% @ 60% AMI
17) Riverview House (4)	Lake Worth Rd. east of S. Military Trail, Lake Worth	34%	48%	55%	38%	100% @ 60% AMI
18) Venetian Isles II (d/b/a San Marco VI)	N. Congress Ave. south of Northlake Blvd., Riv. Bch.	22%	27%	44%	30%	100% @ 60% AMI
19) Village Square Elderly (5)(d/b/a Courts	NE corner of SW8th Street & Auburn Ave., Del. Bch.	n.a.	n.a.	n.a.	n.a.	100% HAP contract
20) Westgate Plaza	Quail Drive and Westgate Ave., suburban WPB	14%	10%	14%	6%	100% HAP contract
21) Woodlake	N. Jog Rd. south of Okeechobee Blvd., WPB	15%	21%	33%	47%	100% @ 60% AMI
	Totals (6)	19%	25%	31%	33%	
(1) First occupancy expected November 2017.						
(2) Expected first occupancy July 2017						
(3) PBC LURA has 60% @ 55+, FHFC has 80% @ 55+ w/no tenant under 18						
(4) PBC LURA amended to 100% @ 55+ from 60+, and no tenant under 18.						
(5) Expected first occupancy September 2017.						
(6) Sum of the averages of each project based on move-in's						

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		Approx. QPP start date	Qualified Project Period end (approximate)				
1)	Azalea Place (d/b/a Palm Grove)	Apr-00	December of 2016				
2)	Colonial Lakes	May-13	2028				
3)	Colony Park	Aug-03	QPP ends 9/1/2017				
4)	Green Cay Village (d/b/a Palm Park)	May-07	2022				
5)	Indian Trace	Apr-03	QPP ends 2/28/2024				
6)	La Joya Villages	Feb-15	2030				
7)	Lake Delray	Dec-16	QPP end 11/30/2031				
8)	Malibu Bay	Jun-05	QPP ends 6/6/2020				
9)	New South Bay Villas (1)	Apr-17	QPP for term of HAP				
10)	Palm Gardens	Nov-08	2023				
11)	Palms West	Sep-13	2028				
12)	Paul Lawrence Dunbar Senior (2)	TBD	QPP for term of HAP				
13)	Pine Run Villas	Oct-13	2028				
14)	Pinnacle At Abbey Park	Mar-04	QPP ends 3/1/2019				
15)	Pinnacle Palms (3)	Jul-05	QPP ends not sooner than July 1, 2020				
16)	Renaissance (at San Marino)	2004?	2019				
17)	Riverview House (4)	Aug-01	2016				
18)	Venetian Isles II (d/b/a San Marco VI)	Jul-04	QPP ends 7/1/2019				
19)	Village Square Elderly (d/b/a Courts at Village Sq)	(5)	QPP for term of HAP				
20)	Westgate Plaza	Nov-12	QPP for term of HAP				
21)	Woodlake	Nov-13	2028				
(1)	First occupancy expected November 2017.						
(2)	Expected first occupancy July 2017						
(3)	PBC LURA has 60% @ 55+; FHFC has 80% @ 55+ w/no tenant under 18						
(4)	PBC LURA amended to 100% @ 55+ from 60+, and no tenant under 18.						
(5)	Expected first occupancy September 2017.						



# Own a Home Opportunity Programs

## July 2017 Summary

<u>County</u>	<u>Loan Amount</u>	<u># of Loans</u>
Lee	3,550,532	21
Palm Beach	2,689,635	13
Saint Johns	780,021	4
Collier	508,820	2
Sarasota	462,189	2
Broward	212,800	1
Charlotte	83,028	1
<b>Grand Total</b>	<b>8,287,025</b>	<b>44</b>

<u>Lender</u>	<u>Loan Amount</u>	<u># of Loans</u>
Mortgage 1, Inc	1,844,216	11
CMG Mortgage, Inc.	1,149,438	5
IBERIABANK Mortgage Company	931,331	5
Everett Financial, Inc.	916,189	5
The American Eagle Mortgage Co	616,428	3
Cornerstone Home Lending, Inc.	556,077	3
loanDepot.com, LLC	459,794	2
Franklin American Mortgage Company	420,532	2
Hamilton Group Funding, Inc	363,297	2
DHI Mortgage Co., Ltd.	359,489	2
Highlands Residential Mortgage	297,511	2
HomeBridge Financial Services Inc.	225,539	1
GSF Mortgage Corporation	147,184	1
<b>Grand Total</b>	<b>8,287,025</b>	<b>44</b>

<u>Type</u>	<u>Loan Amount</u>	<u># of Loans</u>
GNMA	6,275,313	34
Freddie Mac	2,011,712	10
<b>Grand Total</b>	<b>8,287,025</b>	<b>44</b>

<u>DPA Type</u>	<u>Loan Amount</u>	<u># of Loans</u>
Grant	7,284,623	38
2nd	1,002,402	6
<b>Grand Total</b>	<b>8,287,025</b>	<b>44</b>

## Own a Home Opportunity Programs July 2017 Summary

County	Type	DPA Type	Lender	Loan Number	Mtg Rate	Reservation Date	Stage	Stage Date	Loan Amount
Lee County	GNMA	Grant	Mortgage 1, Inc	3016598	5.0000 %	07/05/2017	UW Certification	07/13/2017	223,378
Palm Beach County	GNMA	Grant	CMG Mortgage, Inc.	3016599	5.0000 %	07/05/2017	UW Certification	07/10/2017	171,830
Sarasota County	GNMA	Grant	HomeBridge Financial Services Inc.	3016634	5.0000 %	07/05/2017	eHP Compliance	07/31/2017	225,539
Palm Beach County	Freddie Mac	2nd	Cornerstone Home Lending, Inc.	3016747	4.7500 %	07/06/2017	UW Certification	07/13/2017	213,400
Lee County	GNMA	Grant	Mortgage 1, Inc	3016755	5.3750 %	07/06/2017	UW Certification	07/10/2017	181,649
Palm Beach County	GNMA	2nd	Cornerstone Home Lending, Inc.	3016842	4.2500 %	07/07/2017	eHP Compliance	07/31/2017	141,391
Palm Beach County	Freddie Mac	Grant	loanDepot.com, LLC	3016931	5.3750 %	07/10/2017	eHP Compliance	07/31/2017	218,250
Palm Beach County	GNMA	Grant	CMG Mortgage, Inc.	3017068	5.5000 %	07/11/2017	UW Certification	07/13/2017	292,977
Sarasota County	Freddie Mac	Grant	IBERIABANK Mortgage Company	3017072	5.3750 %	07/11/2017	UW Certification	07/21/2017	236,650
Lee County	Freddie Mac	Grant	IBERIABANK Mortgage Company	3017095	5.3750 %	07/11/2017	UW Certification	07/13/2017	168,780
Lee County	GNMA	Grant	Mortgage 1, Inc	3017163	5.0000 %	07/12/2017	UW Certification	07/18/2017	142,127
Palm Beach County	GNMA	Grant	loanDepot.com, LLC	3017166	5.0000 %	07/12/2017	eHP Compliance	07/28/2017	241,544
Lee County	GNMA	Grant	Everett Financial, Inc.	3017172	5.0000 %	07/12/2017	UW Certification	07/27/2017	127,645
Lee County	GNMA	Grant	The American Eagle Mortgage Co	3017207	5.0000 %	07/12/2017	UW Certification	07/27/2017	165,840
Palm Beach County	GNMA	2nd	Cornerstone Home Lending, Inc.	3017228	4.3750 %	07/12/2017	UW Certification	07/28/2017	201,286
Lee County	GNMA	Grant	Mortgage 1, Inc	3017238	5.0000 %	07/12/2017	UW Certification	07/27/2017	186,459
Lee County	GNMA	Grant	Mortgage 1, Inc	3017247	5.0000 %	07/12/2017	UW Certification	07/28/2017	159,065
Lee County	GNMA	Grant	GSF Mortgage Corporation	3017254	5.0000 %	07/12/2017	UW Certification	07/20/2017	147,184
Lee County	GNMA	Grant	Mortgage 1, Inc	3017266	5.0000 %	07/12/2017	eHP Compliance	07/31/2017	208,552
Lee County	GNMA	Grant	Highlands Residential Mortgage	3017326	5.3750 %	07/13/2017	eHP Compliance	07/27/2017	156,120
Lee County	GNMA	Grant	Highlands Residential Mortgage	3017449	5.0000 %	07/14/2017	UW Certification	07/26/2017	141,391
Collier County	GNMA	Grant	Everett Financial, Inc.	3017476	5.0000 %	07/14/2017	Reservation	07/14/2017	286,520
Broward County	Freddie Mac	Grant	Everett Financial, Inc.	3017687	5.2500 %	07/18/2017	UW Certification	07/28/2017	212,800
Palm Beach County	GNMA	Grant	IBERIABANK Mortgage Company	3017688	5.3750 %	07/18/2017	Reservation	07/18/2017	161,029
Saint Johns County	Freddie Mac	Grant	DHI Mortgage Co., Ltd.	3017689	5.2500 %	07/18/2017	UW Certification	07/25/2017	144,400
Lee County	GNMA	Grant	Mortgage 1, Inc	3017754	5.0000 %	07/19/2017	UW Certification	07/19/2017	141,391
Lee County	GNMA	Grant	Mortgage 1, Inc	3017757	5.0000 %	07/19/2017	Reservation	07/19/2017	172,735
Saint Johns County	GNMA	Grant	DHI Mortgage Co., Ltd.	3017781	5.0000 %	07/19/2017	UW Certification	07/27/2017	215,089
Palm Beach County	GNMA	Grant	CMG Mortgage, Inc.	3017960	5.0000 %	07/20/2017	Reservation	07/20/2017	250,381
Lee County	GNMA	Grant	IBERIABANK Mortgage Company	3017996	5.0000 %	07/21/2017	Reservation	07/21/2017	190,272
Charlotte County	GNMA	2nd	Everett Financial, Inc.	3018024	4.3750 %	07/21/2017	UW Certification	07/26/2017	83,028
Saint Johns County	Freddie Mac	Grant	Franklin American Mortgage Company	3018149	5.2500 %	07/24/2017	Reservation	07/24/2017	206,688
Lee County	Freddie Mac	Grant	IBERIABANK Mortgage Company	3018180	5.2500 %	07/24/2017	Reservation	07/24/2017	174,600
Saint Johns County	Freddie Mac	Grant	Franklin American Mortgage Company	3018194	5.2500 %	07/24/2017	UW Certification	07/28/2017	213,844
Lee County	GNMA	Grant	Mortgage 1, Inc	3018254	5.0000 %	07/25/2017	Reservation	07/25/2017	153,435
Palm Beach County	GNMA	2nd	Hamilton Group Funding, Inc	3018304	4.3750 %	07/25/2017	Reservation	07/25/2017	142,373
Palm Beach County	GNMA	Grant	CMG Mortgage, Inc.	3018322	5.0000 %	07/25/2017	Reservation	07/25/2017	178,525
Palm Beach County	GNMA	Grant	CMG Mortgage, Inc.	3018324	5.0000 %	07/25/2017	Reservation	07/25/2017	255,725
Lee County	GNMA	Grant	The American Eagle Mortgage Co	3018414	5.3750 %	07/26/2017	Reservation	07/26/2017	228,288
Lee County	GNMA	Grant	Mortgage 1, Inc	3018432	5.3750 %	07/26/2017	Reservation	07/26/2017	135,500
Palm Beach County	GNMA	2nd	Hamilton Group Funding, Inc	3018522	4.3750 %	07/27/2017	UW Certification	07/31/2017	220,924
Lee County	GNMA	Grant	Mortgage 1, Inc	3018542	5.0000 %	07/27/2017	Reservation	07/27/2017	139,925
Lee County	GNMA	Grant	Everett Financial, Inc.	3018543	5.0000 %	07/27/2017	UW Certification	07/31/2017	206,196
Collier County	Freddie Mac	Grant	The American Eagle Mortgage Co	3018608	5.2500 %	07/28/2017	Reservation	07/28/2017	222,300



## Tab 2

### V. Old Business - attachments

- a. Revolving construction loan with Community Land Trust of Palm Beach County – Kirk Rd CLT Homes project – approval of Resolution #R-2017-06
  - i. Resolution with exhibits
- b. Fiscal Year 2017/2018 general fund budget – approval of Resolution #R-2017-07
  - i. Resolution

**RESOLUTION NO. 2017- 06**

**A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA; APPROVING A LOAN TO COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000, IN SUBSTANTIAL ACCORDANCE WITH A TERM SHEET RELATING TO SAID LOAN; APPROVING THE FORM OF AND AUTHORIZING ENTERING INTO A CONSTRUCTION LOAN AGREEMENT WITH COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.; AUTHORIZING ENTERING INTO OTHER LOAN DOCUMENTS CONSISTENT WITH THE TERM SHEET AND CONSTRUCTION LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICERS OF THE AUTHORITY TO DO ALL THINGS NECESSARY OR ADVISABLE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.**

**WHEREAS**, the Board of County Commissioners of Palm Beach County, Florida (the “Board”), has heretofore enacted an ordinance, as amended, creating the Housing Finance Authority of Palm Beach County, Florida (the “**Authority**”), pursuant to the provisions of Part IV of Chapter 159, Florida Statutes, as amended and supplemented (the “**Act**”); and

**WHEREAS**, the Board has heretofore adopted a resolution declaring a need for the Authority to function in order to alleviate the shortage of housing and capital for investment in housing within Palm Beach County, Florida (the “**County**”); and

**WHEREAS**, the Community Land Trust of Palm Beach County, Inc. (the “**Applicant**”) previously submitted an application (the “**Application**”) to the Authority for a loan of the Authority’s Surplus Funds in an aggregate principal amount of not to exceed \$1,000,000 (the “**Loan**”) to finance a portion of the development of the Project, as described in the Application and in the Term Sheet attached as Exhibit “A” hereto;

**WHEREAS**, based upon the Application and subject to further review and analysis, the Authority has determined that the Project constitutes Eligible Housing within the meaning of the Authority’s policies and procedures for the use of surplus funds (“**Surplus Fund Policy**”); and

**WHEREAS**, the Authority, at its regular meeting on May 12, 2017, approved the Application and gave conceptual approval for such Loan, and authorized the preparation of loan terms and documents for presentation to and final approval by the Authority; and



**WHEREAS**, the Authority wishes to approve, subject to the provisions of this Resolution, the Authority entering into certain agreements with the Applicant with respect to its consideration of the Applicant's request for a Loan from the Authority's Surplus Funds and the financing of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA:**

**Section 1: Recitals.** The foregoing recitals stated above are hereby found by the Authority to be true and correct and incorporated into this Resolution.

**Section 2: Approval of Loan.** The Authority hereby approves the making of a loan to Applicant in an aggregate principal amount of not to exceed \$1,000,000 (the "**Loan**") to finance a portion of the Project, in substantial accordance with the Application and the Term Sheet attached as Exhibit "A" hereto (the "**Term Sheet**").

**Section 3: Approval and Execution of Construction Loan Agreement with Applicant.** The Authority is hereby authorized to enter into a Construction Loan Agreement with the Applicant in substantially the form attached as Exhibit "B" hereto (the "**Construction Loan Agreement**"). The Chairperson or, in the Chairperson's absence, any other member of the Authority, is hereby authorized to execute and deliver the Construction Loan Agreement, the execution thereof by the Authority being conclusive evidence of the approval of the form of such Construction Loan Agreement.

**Section 4: Plan and Cost Review.** The Authority's approvals and authorizations provided herein are subject to the Authority receiving a consultant's plan and cost review stating that the Project as described and the costs contained in the Applicant's construction contract with its general contractor are reasonable and adequate for the satisfactory completion of the Project.

**Section 5: Authority to Enter into Other Loan Documents.** The Authority is authorized to enter into such other loan documents with the Applicant as are usual and customary for a loan of this type, so long as such documents are consistent with the provisions of the Term Sheet and the Construction Loan Agreement. Such documents shall be in such form as may be approved by the Chairperson or other member of the Authority executing such documents, with the advice of the Executive Director and of the Authority and general counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the Authority.

**Section 6: No Other Rights Conferred.** Except as herein otherwise expressly provided, nothing in this Resolution or in the agreements approved hereby, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the Authority or the Applicant, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or such agreements, or any other agreements to which the Authority is a party and which have been approved by the Authority or any provision thereof; this Resolution, such agreements and all of their respective provisions being intended to be and being for the sole and exclusive benefit of the Authority and the Applicant.

**Section 7: Severability.** In case any one or more of the provisions of this Resolution, or of agreements approved hereby or any other agreements to which the Authority is a party and which have been approved by the Authority, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution or of such agreements.

**Section 8: Further Actions; Effectiveness of Approval.** The Chairperson, the Vice Chairperson, the Secretary of the Authority and the other members of the Authority, the Executive Director of the Authority, the Authority's general counsel, are hereby authorized and directed to do all acts and things required of them by the provisions of this Resolution, the



agreements herein approved or any other agreements to which the Authority is a party and which have been approved by the Authority.

**Section 9: Headings Not Part of this Resolution.** Any headings preceding the texts of the several sections of this Resolution shall be solely for convenience of reference and shall not form a part of this Resolution, nor shall they affect its meaning, construction or effect.

**Section 10: Resolution Effective.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 9th day of September, 2017.

(SEAL)

**HOUSING FINANCE AUTHORITY OF  
PALM BEACH COUNTY, FLORIDA**

ATTEST:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Name: Morris G. (Skip) Miller, Esq.  
Title: Attorney

EXHIBIT "A"  
TERM SHEET





**Housing Finance Authority  
of Palm Beach County**

100 Australian Avenue, Suite 410  
West Palm Beach, FL 33406  
(561) 233-3656  
FAX: (561) 233-3657  
www.pbchfa.org



**Chairperson**

Charles V. St. Lawrence

**Vice Chair**

Clark D. Bennett

**Secretary**

Robin B. Henderson

Gary P. Eliopoulos

Patrick J. Franklin

James H. Harper, Sr.

Bobby "Tony" Smith

**Executive Director**

David M. Brandt  
dbrandt@pbcgov.org  
(561) 233-3652

**Administrative Assistant**

Jennifer M. Hamilton  
jhamilton@pbcgov.org  
(561) 233-3656

*"An Equal Opportunity  
Affirmative Action Employer"*

Official Electronic Letterhead

May 12, 2017

Cindee LaCourse-Blum, Executive Director  
Community Land Trust of Palm Beach County  
4938 Davis Road  
Lake Worth, FL 33461

RE: Loan application for Kirk Road project

Dear Ms. LaCourse-Blum:

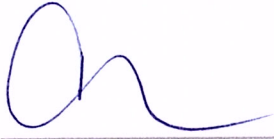
You have applied to the Housing Finance Authority of Palm Beach County ("HFA") for it to provide the Community Land Trust of Palm Beach County, Inc. ("CLT") with a revolving construction loan (the "Credit Facility") the proceeds of which will be used to fund a portion of the cost to build single family homes and/or duplex units. The HFA has given conceptual approval of the Credit Facility by motion at its meeting of May 12, 2017 generally in accordance with the terms outlined below:

- 1) Borrower/Lender:** CLT is borrower and HFA is lender under the Credit Facility.
- 2) Purpose:** To pay for a portion of the cost of construction of up to six (6) single family homes and two (2) duplex units on land previously donated by Palm Beach County to the CLT along Kirk Road in Palm Springs, FL to be known as the Kirk Road Project (the "Project"). The Project and the costs thereof are generally described in the loan application previously submitted by the CLT. No home purchaser may have an income above 150% of area median income.
- 3) Credit Facility amount:** A revolving Credit Facility in an amount not to exceed \$1,000,000 (one million dollars). Credit Facility closing is conditioned upon evidence of a closing on the \$800,000 HOME CHDO grant/loan from Palm Beach County ("PBC"), a plan and cost review from an entity approved by the HFA and paid for by the CLT

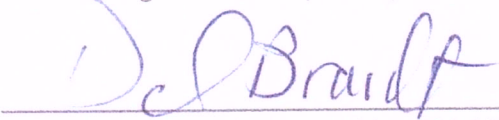
- 4) demonstrating the reasonableness of Project costs, and sufficient sources of all funding necessary to complete the project.
- 5) **Credit Facility closing/maturity date/Credit Facility term:** The Credit Facility will close no later than December 31, 2017 and will mature upon repayment of the final draw but in no event later than twenty-four (24) months.
- 6) **Interest rate and interest payments:** 2% simple interest in arrears payable monthly beginning 30 days after the first draw under the Credit Facility.
- 7) **Principal payments:** Any principal amount outstanding under the Credit Facility may be prepaid at any time. A mandatory repayment of all draws allocated to a specific home must be made when the home is sold and/or the release of mortgage for such home is requested by CLT.
- 8) **Late charge:** 5% of the interest portion of a payment more than 15 days past due, and 5% of any principal and interest payment more than 30 days past due.
- 9) **Credit Facility fee/expenses:** CLT will pay HFA legal fees and reasonable out-of-pocket expenses as well as all other costs in connection with the Credit Facility.
- 10) **Collateral:** A first mortgage lien on each of the residential lots on which a home/duplex is to be constructed, an assignment of all sales agreements, leases, grants, profits, contracts, plans and specifications related to the Project. HFA shall receive at closing a i) recorded mortgage on all of the residential lots granting the HFA a first lien interest on the subject property and ii) a title insurance commitment or other evidence of title acceptable to the HFA.
- 11) **Draw requests:** There will two types of draws on the Credit Facility: 1) Initial draws up to the amount of the HOME CHDO for Project costs that are to be reimbursed by the PBC from the HOME CHDO. These HOME CHDO draws must be pre-approved by PBC and the Credit Facility is to be repaid from such reimbursement proceeds. 2) The second type of draw will be for non-HOME CHDO reimbursed Project costs. Prior to the first of such draws requests for a particular lot the HFA shall have received i) evidence of 50% pre-sales for the Project with bank approved purchasers and ii) the issuance of a building permit for the home to be constructed. Each HFA disbursement of a draw request will be made by HFA no more than twice a month provided that not less than 3 days' prior thereto a Construction Funding Worksheet has been submitted. The HFA will not be obligated to fund a draw request if it has not received proof of payment of vendors from the CLT for a previous draw.



12) Other: CLT will provide HFA with copies of annual financial statements, and shall maintain certain insurance as specified by the HFA.



Acknowledged and accepted by PBC CLT



Acknowledged and accepted by HFA PBC

EXHIBIT "B"

FORM OF CONSTRUCTION LOAN AGREEMENT



## CONSTRUCTION LOAN AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of September \_\_\_\_, 2017, by and between the following parties, to wit: COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a Florida Non Profit corporation (the "Borrower"), which term as used in every instance shall include Borrower's successors and assigns, either by voluntary act of the parties, or by involuntary operation of law, and the HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, a public body corporate and political entity organized and existing under the State of Florida, and its successors and/or assigns, as their interests may appear (the "Lender").

WITNESSETH:

WHEREAS, Borrower is the owner in fee simple of the following described lands, situate, lying and being in Palm Beach County, Florida, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

(which lands, together with any present or future improvements thereon are herein collectively referred to as the "**Property**"); and

WHEREAS, Borrower desires to construct upon the Property at least six (6) and as many as eight (8) deed restricted, low- to moderate income single family residences and duplexes (the "**Homes**") and certain other improvements appurtenant thereto (herein collectively referred to as the "**Project**") in accordance with the plans and specifications more particularly described herein; and

WHEREAS, Borrower, desires to borrow from Lender the revolving sum of \$1,000,000.00 (herein referred to as the "**Construction Loan**" or "**Loan**"), to provide funds to be used for closing costs, costs of the construction of the Homes, including but not limited to, infrastructure funding and vertical construction funding; and

WHEREAS, Lender is willing to and has agreed to make advances of its funds from time to time for such purposes subsequent to Borrower funding initial costs approved by Lender as set forth on the closing statement being executed simultaneously herewith relating to the Property and the construction of the Homes, but only upon the terms and conditions as set forth herein; and

WHEREAS, Borrower has made, executed and delivered to Lender that certain revolving promissory note of even date herewith, in the principal sum of \$1,000,000.00 (the "**Note**"); and

WHEREAS, Borrower has provided Lender with those documents listed in Schedule "I" hereto; and

WHEREAS, Borrower is fee simple owner of the Property, and has or will, prior to the making of any advances under the Note, sign, seal and deliver to Lender a mortgage and security agreement encumbering the Property, to be recorded in the Public Records of Palm Beach County, Florida (the "**Mortgage**"), said Mortgage being given to secure the payment of the sums to be advanced under the Note, and said Note and Mortgage having been given intending to serve as evidence of and to secure the repayment of the aforesaid Construction Loan;

NOW, THEREFORE, in consideration of the execution and delivery of the Note and Mortgage and in consideration of the agreements, covenants, and warranties contained herein, it is hereby agreed, covenanted and warranted by and between the parties hereto, as follows:

1. Construction Lien Law Compliance. Prior to the first advance on the Note, Borrower shall either

(a) execute and deliver to Lender a Notice of Commencement (the "**Notice**") for recording in the public records of Palm Beach County in accordance with the provisions of the Construction Lien Law of Florida (the "Act") and Borrower does hereby authorize and request Lender to cause said Notice to be recorded in accordance with the provisions of the Act, but only after the Mortgage has been recorded, so that the Mortgage shall constitute a first lien on the Property, or (b) provide the Lender with evidence that such Notice has been so recorded. Borrower expressly warrants and agrees that: Borrower has not yet recorded such a Notice (or any such Notices previously recorded have been properly terminated and are of no further force and effect), nor has Borrower yet posted such a Notice on the Property as required by the Act. Borrower shall forthwith cause a certified copy of the Notice being executed simultaneously herewith to be duly posted on the Property in accordance with the provisions of the Act, but only upon and immediately following the recording by Lender of the Mortgage and said Notice; and that under no circumstance shall the Borrower represent to any person or entity that Lender is or will be Borrower's disbursing agent as said term is used in the Act or that Lender is Borrower's agent for any purpose or purposes whatsoever. Borrower further warrants and agrees that no work shall be commenced upon the Property, whether demolition or construction, until said Notice has been recorded and posted in accordance with the foregoing provisions of this Agreement.

Notwithstanding anything to the contrary herein, in the event Borrower has commenced construction on the Property prior to the date hereof, Borrower shall terminate any effective notice of commencement, obtain contractor's final affidavits from all contractors and subcontractors having a direct relationship with the Borrower, relating to such prior construction, will obtain final waivers and releases of lien from all persons who served or posted a notice to owner, all persons who are listed as unpaid in the statutory contractor's final affidavits and all persons having a direct relationship with the Borrower, and shall obtain such other documentation as may be required in order that Lender's mortgage shall be insured as having a first priority lien interest encumbering the Property.

2. Contractors and Subcontractors. Borrower further covenants and agrees to furnish Lender with a list, under oath, containing the names of all contractors, subcontractors, mechanics and materialmen with whom Borrower, General Contractor (as described herein), subcontractor or sub-subcontractor may have heretofore or may hereafter enter into contracts in excess of \$10,000.00 in connection with the construction of the Homes upon the Property, which list shall also contain their business addresses, the type of work or materials each expects to perform or furnish, and the contract price of such work. Borrower shall not, nor shall Borrower permit General Contractor to, substitute contractors, subcontractors or sub-subcontractors, mechanics and materialmen so listed unless Lender has approved such substitution. Borrower shall deliver to Lender and/or shall cause General Contractor to deliver to Lender within twenty-four (24) hours after receipt of same, any and all notices or other instruments which may be served upon subcontractors, or sub-subcontractors pursuant to the provisions of the Act.

3. Insurance.

(a) **Hazard Insurance.** As soon as available, and thereafter during the term of this Agreement, Borrower shall maintain and pay for insurance in form, coverage, amounts and with companies acceptable to Lender. This insurance shall include, as minimum coverage, the perils covered by or in an "all risk" policy including but not limited to windstorm, fire, extended coverage, vandalism and malicious mischief). The amount of the hazard insurance policy (or builder's risk insurance during construction) shall be equal to the full insurable value based on replacement value, but not less than the amount required by the Co-Insurance Clause (if any). All hazard policies are to name "Housing Finance Authority of Palm Beach County and its successors or assigns" as first mortgagee under a "Standard Mortgagee Without Contribution" clause "as its interest may appear". If the Lender's security also includes personal property, then a "loss payee" clause in favor of the Lender is required covering all personalty.

(b) **Other Insurance.** During the term of this Agreement, Borrower shall also maintain or shall cause General Contractor to maintain the following kinds of insurance: employer's liability and workman's

compensation, contractor's public liability, flood insurance (where applicable) and, general liability and hazard insurance (once the builder's risk policy is no longer in effect) covering each Home until the Borrower closes on the sale of such Home.

During construction, Borrower must maintain a "Completed Value" form Builders Risk Insurance Policy in an amount not less than the hard cost contract(s) and evidence of each primary contractor's workmen's compensation and liability insurance.

All general liability insurance policies must be in an amount not less than \$2,000,000.00.

If the Property is located in an area designated as Flood Zone "A", flood insurance in an amount equal to the loan amount or the maximum available for the Property, whichever is less, must be maintained by the Borrower.

(c) **Special Requirements.** Unless otherwise specifically stated herein, all policies shall be issued directly to Lender, and shall name "Lender and its successors and assigns as its interest may appear" as the named insured mortgagee upon the declaration page of said policy or policies, except that the liability policy shall name Lender as an additional named insured, and its successors and assigns as its interest may appear." Unless otherwise specifically stated herein, all policies shall contain the "New York standard" form of the mortgagee loss-payable clause, and shall require receipt by Lender of notification thirty (30) days before any expiration, cancellation, termination or modification shall be effective. In the event Borrower fails to furnish or cause to be furnished such insurance or the insurance is cancelled or terminated, Lender may purchase such coverage at Borrower's expense. The insurance policies must be written by a State of Florida licensed company possessing a general policy holder's rating of "A" or better and financial rating of Class XII or better according to the Best's Key Rating Guide (or a similar such publication if Best's Key Rating Guide ceases to rate such companies) as of the date hereof. The form of the policies and the companies issuing such policies must be acceptable to Lender in Lender's sole discretion.

(d) **Proof of Insurance.** Lender shall not be obligated to release any of its funds until Borrower has delivered or caused to be delivered to Lender the required insurance policies together with paid receipts for the first year's premiums due thereon.

(e) **Insurance Required by Palm Beach County.** Borrower shall also carry such insurance as it is required to carry under the Loan Agreement between the Borrower and Palm Beach County, Florida, entered into on September \_\_, 2017, as the same may be amended from time to time (the "County Loan Agreement").

4. Evidence of Title. Borrower agrees that at or prior to closing, it shall provide the Lender with a loan policy of title insurance with respect to the Property (or a marked up commitment to issue such title policy), meeting the requirements of Section 6(A)(i) of the County Loan Agreement, from a title company reasonably acceptable to the Lender ("Title Company") so that the resulting coverage shall be, or in the Lender's sole discretion, a title report prepared by Title Company, showing that Borrower is the fee simple owner of the Property, with only such encumbrances as are satisfactory to Lender in its sole discretion.

5. Plans and Surveys.

(a) Borrower will, prior to the first advance on the Note, certify to the Lender that the Borrower has been provided with final plans and specifications for the construction of the Project prepared by Stuart & Shelby Development, Inc. (the "**Architect**") (hereinafter such plans and specifications, as modified by Borrower and approved in writing by Lender, are collectively referred to as the "**Plans**"). The Borrower will provide the Lender with a set of the Plans upon request. All material changes to the original Plans must be approved in advance in writing by the Lender, which approval shall not be unreasonably withheld. Borrower



warrants and covenants that the Plans are identical to those delivered to Lender. The term "**General Contractor**" as used herein shall mean Stuart & Shelby Development, Inc. or any general contractor or general contractors who the Borrower may contract with for the construction of the Project (who must be approved by the Lender, in Lender's sole discretion). Borrower shall cause the Architect to execute an Architect's Consent and shall cause the General Contractor to execute a "Contractor's Consent," each regarding the collateral assignment of its contracts to Lender and each in a form approved by Lender. Borrower acknowledges that the Lender has waived the requirement that the Plans be reviewed by Lender's inspector to confirm to Lender that the Plans are adequate and that the costs of constructing the improvements in accordance with the Plans are fairly represented by the detailed infrastructure and Home cost breakdown described in **Exhibit "B."** Borrower represents that the Plans and **Exhibit "B"** are accurate as of the date hereof. Borrower will provide the Lender with an updated **Exhibit "B" prior to** requesting the first advance on the Note. Such updated **Exhibit "B"** will be accompanied by certifications to the Lender (i) from the Borrower, General Contractor and the Project Manager to the effect that such cost breakdown is correct, and (ii) from an adequately credentialed consultant acceptable to the Lender stating that the costs as set forth in such updated **Exhibit "B"** are reasonable.

(b) Prior to the Lender's advance of any of its funds pursuant to the terms of this Agreement, Borrower shall furnish to Lender, at Borrower's expense, a copy of the survey of the Property required by Section 6(A)(ii) of the County Agreement.

6. Construction. Borrower shall enter into a contract with the General Contractor and cause the General Contractor to commence construction of the Project within sixty (60) days from the date of this Agreement (the "**Commencement Date**") and to complete the construction of the Project in strict accordance with the Plans and shall obtain a Certificate of Occupancy for all of the Homes and each Home shall be "placed in service" (as required by the County Loan Agreement) on or before September 30, 2019 (the "**Completion Date**"). Failure to commence construction prior to the Commencement Date or to complete construction and obtain a Certificate of Occupancy for all of the Homes before the Completion Date shall, at Lender's option, constitute a default hereunder.

Borrower shall supervise the construction of the infrastructure and the Homes without charge or deduction for such supervision. Borrower shall cause the infrastructure and the Homes to be constructed and erected on the Property in a true, thorough, workmanlike and substantial manner in strict accordance with the Plans. Said drawings and specifications included in the Plans shall be construed in such a manner that any works, structures or parts thereof exhibited in the drawings and not mentioned in the specifications, or vice versa, shall be constructed and erected the same as if they were both exhibited in the drawings and mentioned in the specifications. Borrower shall fully equip the Homes and install and pay for the fixtures and materials, and complete and pay for all landscaping, walls, drives, approaches, parking areas and walks, as provided in the Plans, and Borrower shall obtain at Borrower's expense all permits and licenses which may be required by any governmental agency including but not limited to municipal, county, state and federal authorities. Borrower shall not allow General Contractor to make any material changes in the Plans except with the prior written consent of Lender, which consent shall not be unreasonably withheld. Borrower shall cause General Contractor to complete the infrastructure and the Homes according to the Plans, conforming in every manner to applicable zoning and building code requirements, and to cause General Contractor to furnish Lender with a copy of the building permits and Certificates of Occupancy when issued. Borrower agrees that Lender or its designated representative may audit the books of account of Borrower pertaining to the Property.

The sales prices for the Homes and the amount of purchase subsidy expected to be provided by Palm Beach County to the purchaser of each of the Homes pursuant to the County Loan Agreement is set forth on **Exhibit "C"** hereto. The Borrower shall not revise said sales prices and purchase subsidies except in the manner permitted by the County Loan Agreement.

7. No Subordinate Financing. Borrower shall not execute any other mortgage or security interest encumbering the Property, any materials, fixtures or articles used in the construction or operation of the Homes or appurtenances thereto or encumbering any articles of personal property placed on the Property, without the prior written approval of Lender. Lender specifically consents to a mortgage and security agreement executed by the Borrower and in favor of Palm Beach County to secure a HOME loan from Palm Beach County to the Borrower pursuant to the County Loan Agreement (the "County Mortgage"), but only if the lien of the County Mortgage is subordinate of record to the lien of the Mortgage.

8. Permits, Licenses, Impact and Other Fees, and Utility Availability. Borrower warrants that all necessary permits and licenses have been obtained or will be obtained when due to permit the construction and completion of the infrastructure and the Homes according to the Plans, and take all necessary action to renew, extend or otherwise maintain in full force and effect for the term of this Agreement, and agrees to furnish to Lender evidence of any and all of same, in a form satisfactory to Lender. Borrower represents that Borrower has paid or will pay when due all impact, development, concurrency, permits and traffic fees required as a condition to construct the improvements on the Property.

Also, prior to closing, Borrower shall deliver to Lender proof that sanitary water supply, storm water and sanitary sewer facilities and other required utilities are available at and to the Property and have been reserved by irrevocable reservations, to meet the reasonable needs for the use and operation of the Project.

9. Materials and Labor. All materials contracted or purchased for delivery to the Property or for use in construction of the infrastructure and the Homes, and all labor contracted or hired for, or in connection with, the construction of the infrastructure and the Homes shall be used and employed solely on the Property in the construction of the infrastructure and the Homes in accordance with the Plans.

10. Stoppage of Construction. Borrower shall take all necessary steps to insure that the construction of the infrastructure and the Homes shall proceed continuously and diligently to completion. In the event construction shall be substantially stopped or suspended at any time for a continuous period of thirty (30) days, and such stoppage shall not be due to an act of God, strikes, war or other similar cause which is beyond the control of Borrower, then Borrower, at the option of Lender, shall be in default under the terms of this Agreement. If Lender in good faith believes that the prospects for construction of the infrastructure or the Homes in accordance with the Plans are impaired (regardless of whether or not Borrower is in default pursuant to this or any other provision of this Agreement), then Lender may declare this loan in default and may, at Borrower's expense, purchase materials and employ workmen to protect the infrastructure and the Homes so that the same will not suffer from depredation or the weather, or the Lender may cause the infrastructure and the Homes to be completed, so that the same may be used for the purposes for which it was designed. Borrower hereby assigns to Lender all of Borrower's rights under the contract between Borrower and General Contractor to complete the infrastructure and the Homes. Lender may at any time, without regard to stoppage of work or otherwise, at the expense of Borrower, employ a watchman to protect the infrastructure and the Homes, and its contents, from depredation or injury.

11. Inspector. Lender has the right to designate an inspector (the "Inspector") who shall act solely for the protection of Lender and no extra work shall be ordered by Borrower nor shall Borrower allow the General Contractor to furnish such extra work nor shall any change in the Plans be made without the prior written approval of the Inspector. Borrower shall allow, and cause General Contractor to allow free access to the Property by the Inspector during any business hours without prior notice thereof (Business hours include normal business hours and any hours when overtime work is going on). If the Inspector shall approve any proposed extra work, changes, alterations or additions, or if at any time Lender in good faith believes that the balance of costs of the infrastructure and the Homes will exceed the balance of Lender's funds to be advanced hereunder plus other funds available to the Borrower for such purpose, the Borrower shall immediately pay to Lender the full additional costs of the infrastructure and the Homes or the full costs of such extra work, changes, alterations or additions, as estimated by the Inspector, as well as such additional fees as may be due Lender by reason of such changes, and said sums of money shall be held

and disbursed by Lender upon the same terms and conditions as are provided herein with reference to other monies to be disbursed by Lender. No material shall be purchased or labor performed in connection with the original or extra work, changes, alterations or additions and Lender shall have no obligation to make further advances of its funds or from the Construction Loan, until the full additional cost thereof, as estimated by the Inspector, and the additional fees of Lender, if any, have been paid to Lender or with the approval of Lender, to the General Contractor as to those fees due General Contractor.

The Borrower will provide to the Lender a copy of each Monthly Performance Report it is required to provide to Palm Beach County pursuant to the County Loan Agreement at the same time it provides such report to Palm Beach County. The Lender may also direct the Inspector to prepare a Project Status Report ("**Project Status Report**"), in form and content satisfactory to Lender, and shall certify thereon, to the Lender's satisfaction at the time of each request by Borrower for a release of funds from the Construction Amount, as to the amount of work completed in accordance with the Plans and specifications previously approved by Lender. Borrower agrees that the Inspector shall be entitled to payment for the Inspector's services plus any of Inspector's out-of-pocket costs. Borrower understands and agrees that such fees shall be Borrower's expense and shall be paid by Borrower either from the Construction Amount funds, if available, or by Borrower directly within seven (7) days of receipt of each invoice from the Inspector.

12. Disbursement for Work Completed. All work performed and materials used in the construction of the infrastructure and the Homes shall be subject to inspection by Lender, and Lender shall advance none of its funds for work done or materials furnished or supplied for the construction of infrastructure and the Homes until: (1) said materials shall be delivered to and used upon the Property and (2) the Borrower and Zabik & Associates, Inc., the Borrower's project manager (the "Project Manager") shall have approved the same as being in strict accordance with the Plans. All advances by Lender of its funds and disbursements under the Loan shall be used solely on account of and for construction of the infrastructure and the Homes on the Property. Notwithstanding anything to the contrary herein, there shall be a ten percent retainage with regard to all disbursements until the Borrower and the Project Manager certify that the work is 50% complete, and a five percent retainage with regard to all disbursements until the Borrower and the Project Manager certify that the work is 100% complete, which retainage shall be paid as part of the final payment.

13. Inspections. Any inspection of the construction of the infrastructure and the Homes or approval of the construction by Lender, if any, shall be done in the sole discretion of Lender and shall be done for the sole benefit of Lender and not for the benefit of any person or entity, whatsoever. Any such inspection or approval shall not be construed to form the basis of any warranty or representation by Lender to Borrower, to any lessee or to any purchaser of the Property or any other person or entity, whatsoever. LENDER SHALL NOT BE LIABLE TO ANY SUCH PERSON OR ENTITY FOR ANY NEGLIGENCE IN CONNECTION WITH ANY INSPECTION BY LENDER. Lender shall not be responsible for the quantity or quality of workmanship incorporated into the construction of the infrastructure or the Homes. In no event shall the Lender be considered a joint venturer or partner of the Borrower or the Contractor with respect to the construction of the improvements. Neither Borrower nor the General Contractor shall be the agent of Lender for any purpose, whatsoever.

14. Removal of Liens Should any lien be filed by any person, entity, firm, or government agency whatsoever, Borrower shall within ten (10) days after Borrower has knowledge of the filing of such lien, cause the same to be released of record or transferred of record to bond so that the same shall not constitute a lien against the Property and/or the Homes, and should Borrower fail to do so, Lender may without waiving the default cause the same to be released of record or transferred of record to bond at Borrower's expense.

15. Construction Deposit. RESERVED

16. Authorization of Draws. Draws may be requested by the Borrower beginning on the date hereof



and ending on \_\_\_\_\_, 2019, in accordance with the provisions hereof and of the Note. The Borrower will furnish to the Lender, prior to the first advance on the Note, with a letter of authorization for advances, which will contain the names, position in the business and sample signature of all persons authorized to request advances under the Construction Loan. Funding under the Construction Loan is revolving, and the principal amount outstanding under the Note may fluctuate in accordance with such advances and repayments, but, except as provided in the next succeeding paragraph, the aggregate principal amount outstanding under the Note shall not at any time exceed ("Maximum Principal Amount") the principal sum of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). Notwithstanding the foregoing, the aggregate principal amount outstanding under the Note shall not exceed \$800,000 if only six (6) Homes are going to be built, and if only seven (7) Homes are going to be built the aggregate principal amount outstanding under the Note shall not exceed such amount as may be determined by the Lender in its sole discretion. Subject to the foregoing limitation, the Borrower, in the event of partial or full prepayment, and if not in default, shall have the right to again borrow from the Lender under the Note up to the Maximum Principal Amount (as lesser amount permitted above) until demand by the Lender due to the default of Borrower or the maturity of said Note.

17. Requisitions.

(a) The Lender shall only be required to make advances on the Note if Borrower is in full compliance with the provisions of this Section. In addition, prior to the first advance on the Note, the Borrower shall have provided the Lender with all of the items listed in Schedule "I" hereto and shall provide the Lender with all of the items listed on Schedule "II" hereto.

(b) Borrower shall cause the General Contractor to make requisitions upon Lender for the payment of bills for labor and materials, in accordance with the Schedule of Draws which may be established by Lender in Lender's sole discretion. Lender requires a minimum period of three (3) business days to review all documentation submitted by Borrower. Lender shall not be obligated to fund draw requests more often than twice per month. All requests for advances must be in writing signed by an officer or employee of the Borrower. Borrower shall complete, execute and deliver to Lender a construction loan requisition form ("Construction Loan Requisition Form") on the forms approved by Lender, and each contractor in privity with Borrower shall complete, execute and Borrower shall deliver to Lender a completed Application and Certificate for Payment and Continuation Sheet (AIA Documents G702 and G703) ("Application and Certification"). Each Application and Certification shall be provided to Lender setting forth a detailed breakdown of the requested disbursement, supporting requisition and invoices of subcontractors and suppliers, the original cost breakdown approved by Lender together with the percentage of completion of each item and the balance remaining to complete each item and an architect's certification and notarization of all certificates. Each Application and Certification shall be certified by Borrower, the Project Manager and the General Contractor.

The Construction Loan Requisition Form shall be accompanied by such evidence, at Borrower's expense, in form and content satisfactory to Lender, which shall include but not be limited to properly executed certificates, affidavits, waivers and releases of lien from the Borrower, the Architect, the Project Manager, the General Contractor, persons serving a Notice to Owner, and/or such other persons as Lender may require, showing:

- a. The value of the portion of the Homes completed at that time;
- b. That all outstanding claims for labor, materials and fixtures which Lender has funded pursuant to prior Construction Loan Requisition Forms and Application and Certification submitted by Borrower, have been properly paid;
- c. That there are no liens outstanding against the Property except for Lender's lien and other than inchoate liens for property taxes not yet due;

d. That Borrower has complied with all of Borrower's obligations, as of the date thereof, under the Loan Documents;

e. That all construction prior to the date of the request for an advance has been completed in a good and workmanlike manner in accordance with the Plans and as required by all inspecting governmental authorities having jurisdiction thereof;

f. That all funds previously disbursed by Lender have been applied in accordance with the Cost Breakdown;

g. That copies of all bills or statements for indirect expenses for which the advance is requested are attached to said Construction Loan Requisition Form and Application and Certification;

h. Except as otherwise may be provided, that all change orders shall have been provided for review and approved; and

i. The Borrower still has contracts in place with the prospective purchasers of at least fifty percent (50%) of the Homes that have not already closed, accompanied by lender preapproval in a form approved by the Lender, or, if not, that the Borrower has provided, in a form acceptable to the Lender in its sole discretion, a lease-up pro forma and evidence of leases for Homes that have been completed but not sold.

Before Lender shall be required to make any disbursements or advances on the Note, each requisition must be approved by the Borrower, the Project Manager and the General Contractor in writing and by the Inspector (if so required by Lender) as being correct and accurate. Upon requisition, Lender shall, before being required to make any disbursements or advances hereunder, require that the General Contractor furnish an affidavit (with copy to Lender) stating, if that be the fact, that all lienors have been paid in full or if the fact be otherwise, showing the name of each lienor who has not been paid in full, and the amount due or to become due each for labor, services or materials furnished. In addition to the foregoing, and before Lender shall be required to make any disbursements or advances hereunder, Lender may at its option require that upon requisition, Borrower furnish to Lender a statement under oath detailing any and all Notices to Owner which Borrower or General Contractor may have received from any lienors as of the date of said statement and releases of lien for materials or services delivered by such lienors through the date of the immediately preceding draw. If Borrower's and General Contractor's affidavits shall show that any lienors are owed any sum or sums of money, or if Borrower has received notices from any lienors as disclosed by the aforesaid Borrower's affidavit, then Lender may require Borrower and the General Contractor to secure statements of account from all such lienors showing the amount due for work or materials furnished, and Lender, at its sole option, may pay such lienors directly by way of an advance of Lender's funds under the Loan and require a release from each such lienor of his lien. ALL PAYMENTS UPON REQUISITION SHALL BE MADE BY LENDER TO BORROWER AND THE GENERAL CONTRACTOR JOINTLY, SUBJECT, HOWEVER, TO THE PRIVILEGE RESERVED BY LENDER TO MAKE PAYMENTS DIRECTLY TO LIENORS OR TO THE BORROWER. Requisitions shall be paid only when the appropriate work has been completed in strict accordance with the Plans and in strict accordance with the Schedule of Draws, unless otherwise agreed to by Lender.

(c) In addition, if the advance on the Note is to be expended for items that the Borrower is entitled to reimbursement, in whole or in part, from the County from the proceeds of the County's HOME Loan to the Borrower for the Project, the Lender shall be provided with written indication from the County Department of Economic Sustainability that the County has approved such Draw Request and that it will reimburse the Borrower for the amount requested. Notwithstanding anything in this Agreement or the Note to the contrary, the Borrower shall repay any advance made pursuant to this subsection 17(c) within five (5) business days of the Borrower receiving reimbursement from the County, in the amount of such reimbursement.

(d) In addition, if the advance on the Note is to be expended for items that the Borrower is not entitled to reimbursement in whole from the County from the proceeds of the County's HOME Loan to the Borrower for the Project, the advance shall not be made unless the Borrower provides the Lender with evidence satisfactory to the Lender that (i) the Borrower has contracts with the prospective purchasers of at least fifty percent (50%) of the Homes, accompanied by lender preapproval in a form approved by the Lender, and (ii) that a building permit has been issued for each Home for which an advance is sought.

18. Retainage. The retainage (collectively the "Retainage") with regard to all construction cost disbursements shall be as priced in the construction contract. See Section 12 hereof.

19. Completion of Vertical Construction. Vertical construction shall be considered to be completed for each Home when Borrower has supplied Lender with the following documents:

a. A certificate from the Architect that construction of the Home has been completed in accordance with the Plans, in a good and workmanlike manner, and in accordance with all requirements of all governmental authorities having, or purporting to have jurisdiction over the Premises;

b. A Certificate from Borrower stating the total Construction Cost for the Home, including a pro rata share of the cost of infrastructure;

c. A copy of a final Certificate of Occupancy for the Home issued by Palm Beach County, Florida, and any other governmental certificates necessary to evidence that the completed Home complies with all zoning ordinances and building regulations;

d. An "as built" (except that as built surveys shall not be required provided Borrower furnishes to Lender updated title insurance endorsements which do not reflect any standard survey exceptions and the Form 9 endorsement continues with no limitations thereof) prepared by a registered surveyor satisfactory to Lender, and Permanent Lender, if applicable, and containing a certification to Lender in such form as Lender may require, showing the Home as completed to be within the lot lines and building setback lines, and also showing easements, road, etc.;

e. General Contractor's and Borrower's Final Affidavit, in form and substance satisfactory to Lender **[and the Title Company]**, stating that all bills and expenses in connection with the construction of the Home have been paid and fully executed and notarized releases of liens signed by the General Contractor and all subcontractors and persons furnishing materials, services, or labor to or on the Property, including those serving a Notice to Owner;

f. An endorsement through the current date of any policy of title insurance issued in the name of Lender, in the amount of the Note containing no exceptions unacceptable to the Lender;

g. Certified copies of any and all leases with regard to the improvements on the Property, and all such leases must have been subordinated to the first lien of the Mortgage; and

h. All other instruments and documents reasonably required by Lender.

20. Mortgage Lien. At all times during the construction of the infrastructure and the Homes the total amount of Lender's funds advanced pursuant to this Agreement shall be secured by the lien of the Mortgage, notwithstanding the fact that Borrower or any agent of Borrower may have made improper payments as defined by the Act. Under no circumstance shall Lender be liable for any improper payments which may have been made by Borrower, or his agent. The Mortgage may, in Lender's sole discretion, provide for the release of a lot upon the repayment by the Borrower of all advances related to such lot.

21. Statements of Account. At the request of Lender, Borrower shall immediately supply to Lender



copies of any and all contracts and statements of account in Borrower's possession, from any and all contractors, subcontractors, sub-subcontractors, mechanics and materialmen, or if not in Borrower's possession, Borrower shall request the same from all contractors, subcontractors, sub-subcontractors, mechanics, and materialmen and shall immediately supply the same to Lender, at Borrower's expense.

22. Copies of Contracts. RESERVED.

23. Lienor's Accounts. When so requested by Lender, Borrower shall demand in writing of any lienor a written statement under oath of such lienor's account showing the nature of the labor or services performed and to be performed, the materials furnished and to be furnished, the amount paid on account to date, the amount due, and the amount to become due.

24. Contest of Lien. Whenever requested by Lender, Borrower shall prepare and file Borrower's Notice of Contest of Lien as provided for under the Act.

25. Interplead. Notwithstanding the fact that Lender is not and shall not be the agent of the Borrower for any purpose whatsoever, should there arise a dispute between Borrower, the General Contractor, lienors, and any of the other parties to the construction of the infrastructure or the Homes or any of them, Lender does hereby reserve the right to interplead such parties pursuant to the provisions of the Act.

26. No Liability of Lender nor Agency Relationship. Lender shall not be liable to contractors, subcontractors, sub-subcontractors, mechanics, laborers, materialmen or other persons or entities for goods or services delivered or performed by them in or upon the Property or employed in the construction of the infrastructure or the Homes, or for any debts or claims accruing in favor of any such parties against Borrower, or against the Property or the Homes.

Neither Borrower nor the General Contractor shall be the agent of Lender for any purpose, whatsoever.

27. No Advances Exceeding Loan Amount. Lender shall have no obligation to make any advance of its funds which would cause the aggregate of the unpaid advances made hereunder to exceed the stated principal amount of the Note, even if all of the other terms and conditions of this Agreement are met.

28. Defaults. If Borrower shall fail to make a payment required by the Note when due, fail to perform according to the terms of this Agreement, or cause or permit conditions to arise or exist so that performance would be rendered unduly difficult or hazardous for Lender, or if Borrower shall fail, neglect or refuse to perform any of Borrower's covenants or agreements hereunder, or breach any promises, covenants, warranties or agreements made hereunder or made in the Note or the Mortgage; if any statement or representations, written or oral, made by or on behalf of Borrower to Lender or Lender's Inspector shall be materially false or misleading in any respect when made, or omit to state any material fact which would tend to make the statement or representation, although not actually false, misleading or if such statement or representation although true and not misleading when made, would become false or misleading at any time, and Borrower does not promptly advise Lender of the changes which have occurred, or if Lender in good faith believes that Borrower will or cannot complete the Homes pursuant to the Plans on or before the Completion Date, or if work on the infrastructure or the Homes shall cease before completion and said work shall remain abandoned for a period of thirty (30) days and such abandonment shall not be due to an act of God, strikes, war or other similar cause which is beyond the control of Borrower, or if Lender in good faith believes that the prospect for construction of the infrastructure or the Homes in accordance with the Plans is impaired; or if Lender in good faith believes that the prospect of payment or any other performance due hereunder from Borrower is impaired; or if Borrower shall become insolvent, there is filed a voluntary or involuntary petition in bankruptcy pertaining to Borrower, a conservator or trustee is appointed for the assets of Borrower, or an assignment for the benefit of creditors is made by Borrower, then in any of such events, at the option of Lender, the Borrower shall be in default under the

terms of this Agreement.

Upon default, Lender shall have no further obligation to make any advances of its funds hereunder and may give Borrower written notice by mail to cure such default, within any applicable grace period, Lender may at its option either:

(a) Declare all sums evidenced by the Note and secured by the Mortgage and all sums due hereunder to be immediately due and payable and in such a case, unless the same are paid on demand may foreclose the Mortgage;

(b) Enter upon and take possession of the Property and assume full charge of the construction of the infrastructure and the Homes as the agent of Borrower, and may complete or enter into a contract with another to complete the infrastructure and the Homes at Borrower's expense, Borrower agrees to pay to Lender on demand all costs and expenses of completing the infrastructure and the Homes, including all sums advanced by Lender incident to the completion, together with a reasonable charge by Lender for its services incident thereto, and all reasonable attorneys' fees incurred by Lender incident to such default and the completion of the infrastructure and the Homes, or incident to the enforcement of any provision hereof. If said sums are not paid by Borrower immediately upon demand, Lender may declare all such sums and all other sums secured by the Mortgage immediately due and payable and may proceed to foreclose the same; or

(c) Have and exercise any other rights and remedies available to it by law.

Notwithstanding anything to the contrary herein, in connection with a nonmonetary default, Lender shall not institute any of Lender's remedies for a period of thirty (30) days after demand (or such additional period as Lender may specify in the event that such default, if curable, requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such 30-day period and Borrower shall diligently and continuously process the same to completion, or such lesser period as Lender may specify in the event that Lender's security may be impaired if Borrower does not perform in less than thirty (30) days, as determined by Lender in Lender's sole discretion).

29. Interpretation of Plans Disputes. Should any dispute arise between Borrower and Lender respecting the true construction and meaning of the Plans, the same shall be decided, at Borrower's expense, by a competent architect selected by Lender. The decision of such architect shall be final and conclusive upon the parties to this Agreement.

30. Violations of Laws. If it shall appear at any time that the infrastructure or the Homes are being constructed in violation of any covenants, restrictions or zoning ordinances which may affect the Property, Lender shall have no obligation to make any advances of its funds hereunder, and unless such violation is corrected and cured by Borrower forthwith on notice to Borrower, Lender may declare funds previously advanced and all other sums evidenced by the Note and secured by the Mortgage and all sums due hereunder to be immediately due and payable and in such a case, unless the same are paid on demand, may foreclose the Mortgage.

31. No Waiver. The failure or omission of Lender to exercise in any one or more instances any right or provision herein shall not be construed as a waiver or relinquishment of the right to exercise such right or provision in the case of any other default, and the right to such further right or option shall remain in full force and effect.

32. Notice. For the purpose of any notice or demand hereunder, the addresses of the parties hereto shall be those as set forth in and such notice or demand shall be served pursuant to, the terms and conditions of the Mortgage.

33. No Assignment. Borrower shall not assign this Agreement or the monies to be disbursed and advanced hereunder, but in any such event, Lender may, at its sole option, either declare the loan in default and avail itself of any and all remedies provided for in the Mortgage or herein or Lender may continue to make disbursements under the Construction Loan and make advances of its funds, pursuant to the terms of this Agreement to Borrower or to others who succeed to Borrower's title and interest in the Property and to the General Contractor, and all sums so disbursed and so advanced by Lender shall be deemed disbursed and advanced under this Agreement and not to be modifications hereof and said sums so advanced shall be secured by the Mortgage.

34. Other Loan Documents. It is mutually understood and agreed by and between the parties hereto on behalf of themselves and their heirs, legal representatives, successors and assigns, that the Note and Mortgage are subject to all of the conditions, stipulations, agreements and covenants contained in this Agreement to the same extent and effect as if they were fully set forth in and made a part of the Note and Mortgage and it is further expressly understood and agreed that this Agreement is made subject to all the conditions, stipulations, agreements and covenants contained in the Note and Mortgage to the same extent and effect as if they were fully set forth herein and made a part hereof. Any and all sums, fees or charges incurred or advanced hereunder by Lender for any reason: (1) shall be secured by the Mortgage as though the same were a part of the debt originally described in and secured by the Mortgage, even though they may, when added to Lender's funds advanced hereunder, exceed the amount of the Note; (2) shall be payable by Borrower, and (3) shall bear interest at the rate applicable to outstanding principal as set forth in the Note. The provisions of this Agreement are not intended to supersede the provisions of the Mortgage or any other agreements now or hereafter securing the Loan, but shall be construed as supplemental thereto. In the event of any inconsistency between the provisions hereof and of the Mortgage or any other agreements now or hereafter securing the Loan, it is intended that during the continuance of this Construction Loan Agreement, this Construction Loan Agreement shall be controlling.

35. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their heirs, legal representatives, successor and assigns.

36. Venue and Law. This Construction Loan Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. Venue in the event of any litigation arising hereunder shall be Palm Beach County, Florida.

37. Continuation of Agreement. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. To this effect and purpose, the provisions of this Agreement are hereby declared to be severable.

38. Entire Agreement. This Agreement, along with the Mortgage and Note and other security agreements ("Other Security Agreements") given to secure the Loan, embodies the whole Agreement of the parties hereto and there are not promises, terms, conditions or obligations other than those contained in said Construction Loan Agreement, Mortgage, Note and Other Security Agreements. The Construction Loan Agreement, Mortgage, Note and Other Security Agreements shall supersede all previous communications, representations, proposals or agreements, either verbal or written, between the parties hereto not contained herein or contained in said Mortgage, Note or Other Security Agreements.

39. Modifications. This Agreement shall not be amended or modified except in a writing executed by all parties hereto.



40. Captions. Captions and headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of any provision hereof.

41. Special provisions.

(a) Upon request from Lender, in Lender's sole discretion, Borrower shall require as a condition to any advance hereunder, any architect, engineer, general contractor or other professional involved in the construction of the Homes to execute an agreement with Lender agreeing to provide services to Lender with respect to the Homes and related site improvements in the event that Lender is required to exercise any of its rights under any of the Loan Documents. Borrower shall also execute an Assignment of its contracts with any contractors, architects, engineers or other professionals providing services with respect to the Homes or other improvements. The form of such agreements shall be at Lender's sole discretion.

(b) Borrower acknowledges and agrees that the Homes shall be "affordable housing" within the meaning of the Lender's Policies, Procedures and Process for Loan Applications using Surplus Funds effective for applications taken after September 12, 2014.

(c) The Borrower shall comply with all requirements of the County Loan Agreement. In particular, and without limiting the generality of the foregoing, the Borrower consents to the Lender ordering the consultant's plan and cost review required by Section (C)(iii) of the County Loan Agreement and agrees to pay the cost of same.

(d) **TRIAL BY JURY. BORROWER HEREBY WAIVES ANY OBJECTION TO VENUE BEING IN COURTS LOCATED IN PALM BEACH COUNTY, FLORIDA, FOR ANY DISPUTE ARISING OUT OF THE LOAN TRANSACTION. BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES NOT TO SEEK A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN TRANSACTION AND ALL AMENDMENTS AND MODIFICATIONS THERETO. BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF BANK OR BANK'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS AGREEMENT NOT TO SEEK A JURY TRIAL. BORROWER ACKNOWLEDGES THAT BANK HAS BEEN INDUCED TO ENTER INTO THIS LOAN BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.**

LENDER

**HOUSING FINANCE AUTHORITY OF PALM  
BEACH COUNTY**

By: \_\_\_\_\_  
**Patrick Franklin, Chairperson**

BORROWER:

**COMMUNITY LAND TRUST OF PALM  
BEACH COUNTY, INC., a Florida Non Profit  
corporation**

By: \_\_\_\_\_  
**Cynthia LaCourse-Blum  
Executive Director**



### **Schedule "I"**

#### List of Documents Required by Construction Loan Agreement for Loan Closing

Proof of General Liability and Workman's Compensation Insurance (Section 3)

Title Insurance (Section 4)

Survey (Section 5(b))

Evidence of availability of utilities (Section 8).

Cost Breakdown (Exhibit "B")

Contract between the Borrower and the Architect (Section 22)

Fully executed construction contract between the Borrower and the General Contractor;

Consent to Assignment of Construction Contract signed by General Contractor;

Mortgage

Note

Proof of the proper zoning of the Property for the Project

Environmental Review required by the County Loan Agreement

County Loan Agreement, and evidence that the County Loan Agreement is in full force and effect and that neither the Borrower nor Palm Beach County are in default thereunder.

Receipt by the Lender of a consultant's plan and cost review meeting the requirements of Section 9(C) (iii) of the County Loan Agreement and otherwise acceptable to the Lender in the Lender's sole discretion (Section 41(c)).

### **Schedule "II"**

#### List of Documents Required by Construction Loan Agreement for Subsequent Advances

List of subcontractors having contracts in excess of \$10,000;

Certification by the Borrower, Project Manager and Consultant that Cost Breakdown set forth in Exhibit "B" is still accurate;

Borrower will submit a complete analysis of all development concurrency payments and traffic fees, with planned payment dates. Borrower may invoice for these fees with appropriate documentation acceptable to the Lender.

Notice of Commencement, and "bring down" or title update from Title Company to the effect that there are no new liens on the property.

Evidence of recordation in the Public Records of Palm Beach County, Florida, of the mortgage required by the County Loan Agreement.

Proof of Builder's Risk Insurance, and General Contractor's General Liability and Workman's Compensation Insurance (Section 3).

Payment and Performance Bonds as approved by the County in accordance with the County Loan Agreement.

Building permit for each parcel for which an advance is being requested.

Contracts with the prospective purchasers of at least fifty percent (50%) of the Homes, which purchasers must be approved by the County Department of Housing and Economic Sustainability, accompanied by lender preapproval in a form approved by the Lender – required for advances that will not be reimbursed in whole by the County.

**Exhibit “A”**

Legal Description

**Exhibit “B”**

**Cost Breakdown**



**Exhibit “C”**

**Purchase Prices and Cost Subsidies**

**RESOLUTION NO. R-2017-07 OF THE HOUSING  
FINANCE AUTHORITY OF PALM BEACH COUNTY,  
FLORIDA (THE "AUTHORITY") ADOPTING A  
GENERAL FUND OPERATING BUDGET FOR FISCAL  
YEAR 2017/18 PURSUANT TO FLORIDA LAW AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Authority is a dependent special district as defined in Section 189.403, Florida Statutes, subject to the financial reporting and budgeting requirements set forth in Chapter 189, Florida Statutes; and

**WHEREAS**, pursuant to Section 189.418(3), Florida Statutes, the Authority is required to adopt a budget by resolution each fiscal year; and

**WHEREAS**, the Authority's Executive Director has heretofore prepared and posted to the Authority's website on August 18, 2017 a proposed operating budget for Fiscal Year 2017/2018 (the "2017/18 Budget"), in which the total amount of revenues available, including amounts carried over from prior fiscal years, equals the total of appropriations for expenditures and reserves; and

**WHEREAS**, the Authority has considered the proposed 2017/18 Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING FINANCE  
AUTHORITY OF PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The recitals set forth above are adopted by the Authority as the findings of the Authority and are incorporated herein.

**SECTION 2.** The 2017/18 Budget provided by the Authority's Executive Director and attached hereto as **Exhibit A** is hereby approved.

**SECTION 3.** The Executive Director is hereby authorized to file a copy of the 2017/18 Budget with the Clerk of the Board of County Commissioners of Palm Beach County, Florida.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2017.

**HOUSING FINANCE AUTHORITY OF PALM  
BEACH COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chair/Vice Chair

ATTEST:

\_\_\_\_\_  
Secretary/Assistant Secretary

**EXHIBIT A**

**GENERAL FUND BUDGET FOR FY 2017/2018**

**Operating Revenues:**

MF bond issue fee income	\$ 314,647	
SF loan origination income	<u>100,000</u>	
Total Operating Income		\$414,647

**Operating Expenses:**

Contract Services	\$ 304,908	
Accounting & auditing services	106,302	
Legal fees, consulting and administration	45,000	
Other expenses	<u>45,000</u>	
Total Operating Expense		<u>\$ 501,210</u>

**Income/(Loss) from Operations:** \$ (86,563)

**Non-Operating Revenue/(Expense)**

Interest income	\$ 175,000
Down payment assistance loan funding	<u>(350,000)</u>

**Increase (Decrease) in Net Position** \$(261,563)

## Tab 3

### VI. New Business - attachments

- a. Consider 2018 Mortgage Credit Certificate Program
  - i. 2015 MCC program demographic report
- b. Consider Sadowski Education Effort ("SEE") contribution for 2018 legislative session
  - i. FL ALHFA board request for contributions



HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC

ORIGINATION SUMMARY REPORT

ORIGINATOR SUMMARY	LOANS	AMOUNT	% OF TOTAL
American Financial Network, Inc.	6	\$1,251,156.00	6.90%
Cornerstone Home Lending, Inc.	10	1,756,877.00	11.49%
Eagle Home Mortgage, LLC.	1	84,395.00	1.15%
Hamilton Group Funding, Inc	46	8,697,104.00	52.87%
IBERIABANK Mortgage Company	1	232,707.00	1.15%
loanDepot.com, LLC	5	1,033,271.00	5.75%
LoanDepot.com, LLC dba iMortgage	6	999,776.00	6.90%
PRMG	2	321,891.00	2.30%
The Mortgage Firm PB	10	1,539,871.00	11.49%
<b>TOTAL</b>	<b>87</b>	<b>\$15,917,048.00</b>	<b>100.00%</b>

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**CITY SUMMARY**

<b>CITY</b>	<b>LOANS</b>	<b>AMOUNT</b>	<b>% OF TOTAL</b>
Boca Raton	8	\$1,782,875.00	9.20%
Boynton Beach	7	1,457,078.00	8.05%
Delray Beach	3	517,456.00	3.45%
Greenacres	4	537,502.00	4.60%
Jupiter	5	897,388.00	5.75%
Lake Worth	15	2,955,700.00	17.24%
Loxahatchee	1	241,656.00	1.15%
Palm Beach	1	162,011.00	1.15%
Palm Beach Gardens	6	1,058,323.00	6.90%
Palm Springs	4	609,807.00	4.60%
Riviera Beach	3	477,196.00	3.45%
Royal Palm Beach	1	204,000.00	1.15%
Wellington	6	1,255,701.00	6.90%
West Palm Beach	23	3,760,355.00	26.44%
<b>TOTAL</b>	<b>87</b>	<b>\$15,917,048.00</b>	<b>100.00%</b>

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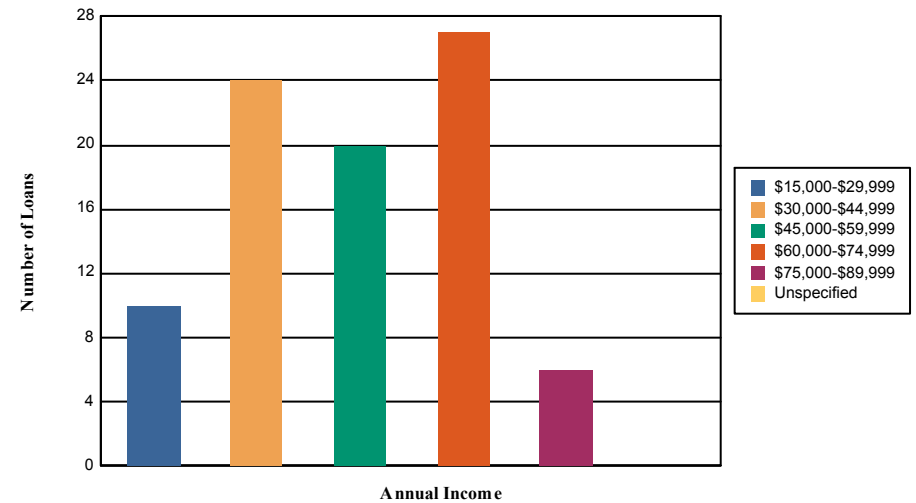
COUNTY SUMMARY

COUNTY	LOANS	AMOUNT	% OF TOTAL
Palm Beach	87	\$15,917,048.00	100.00%
<b>TOTAL</b>	<b>87</b>	<b>\$15,917,048.00</b>	<b>100.00%</b>

**HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC**

**HOUSEHOLD ANNUAL INCOME REPORT**

<b>ANNUAL INCOME</b>	<b>LOANS</b>	<b>% OF TOTAL</b>
\$15,000-\$29,999	10	11.49%
\$30,000-\$44,999	24	27.59%
\$45,000-\$59,999	20	22.99%
\$60,000-\$74,999	27	31.03%
\$75,000-\$89,999	6	6.90%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>

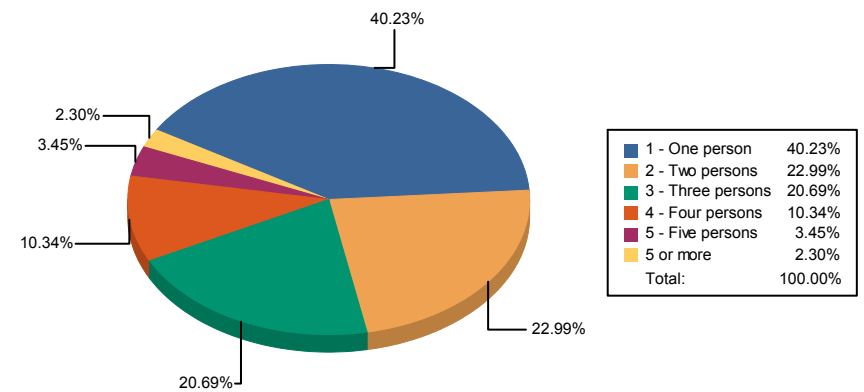




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**HOUSEHOLD SIZE REPORT**

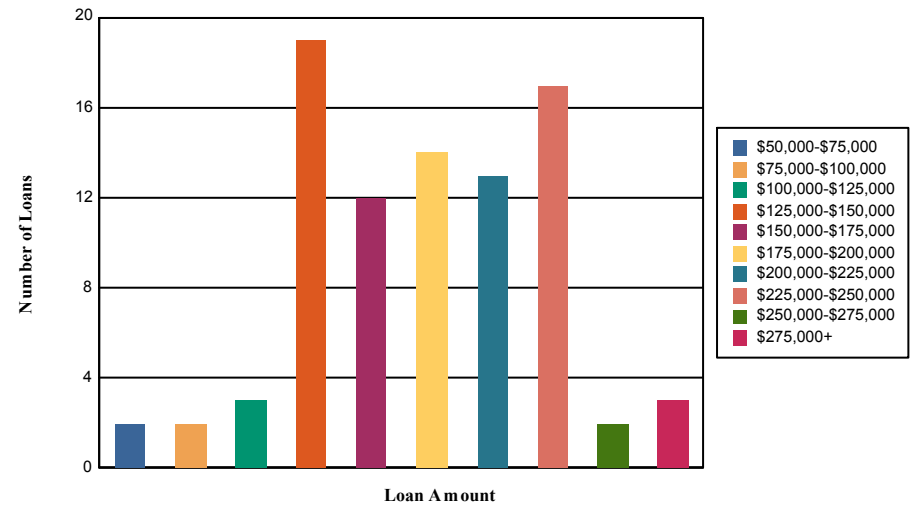
HOUSEHOLD SIZE	LOANS	% OF TOTAL
1 - One person	35	40.23%
2 - Two persons	20	22.99%
3 - Three persons	18	20.69%
4 - Four persons	9	10.34%
5 - Five persons	3	3.45%
6 - Six persons	2	2.30%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



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**LOAN AMOUNT REPORT**

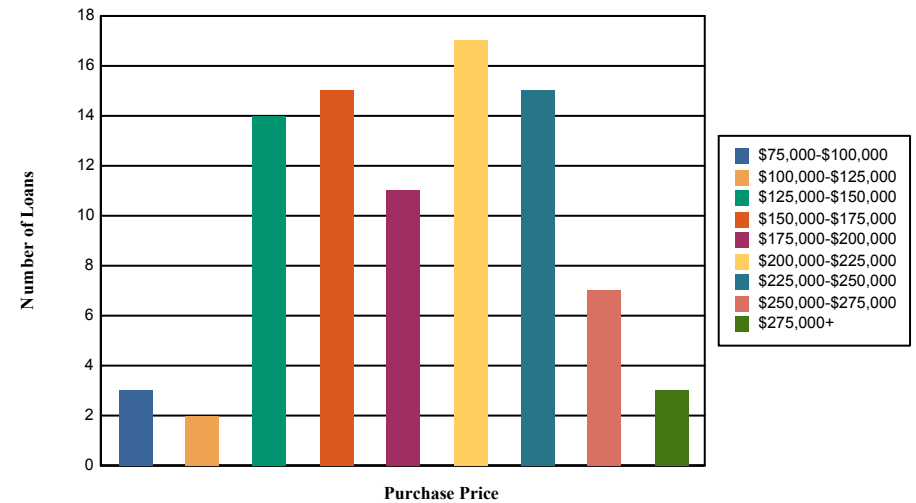
LOAN AMOUNT	LOANS	% OF TOTAL
\$50,000-\$75,000	2	2.30%
\$75,000-\$100,000	2	2.30%
\$100,000-\$125,000	3	3.45%
\$125,000-\$150,000	19	21.84%
\$150,000-\$175,000	12	13.79%
\$175,000-\$200,000	14	16.09%
\$200,000-\$225,000	13	14.94%
\$225,000-\$250,000	17	19.54%
\$250,000-\$275,000	2	2.30%
\$275,000+	3	3.45%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



**HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC**

**PURCHASE PRICE REPORT**

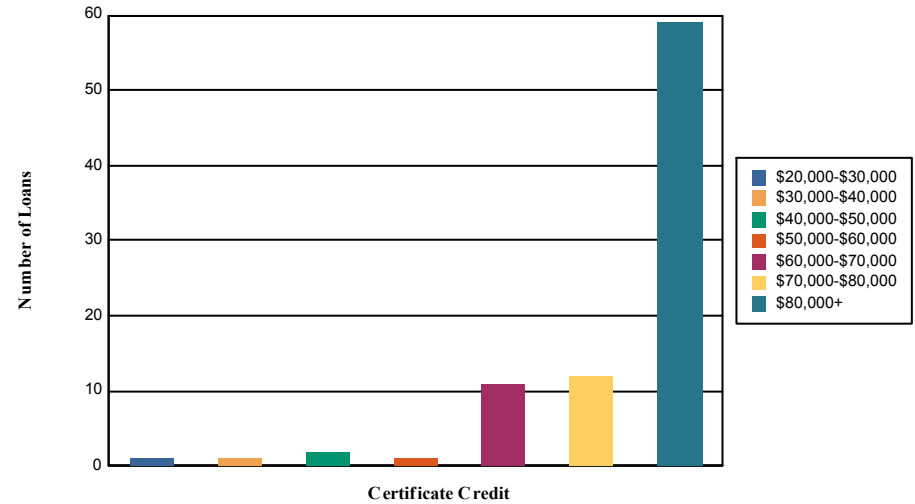
<b>PURCHASE PRICE</b>	<b>LOANS</b>	<b>% OF TOTAL</b>
\$75,000-\$100,000	3	3.45%
\$100,000-\$125,000	2	2.30%
\$125,000-\$150,000	14	16.09%
\$150,000-\$175,000	15	17.24%
\$175,000-\$200,000	11	12.64%
\$200,000-\$225,000	17	19.54%
\$225,000-\$250,000	15	17.24%
\$250,000-\$275,000	7	8.05%
\$275,000+	3	3.45%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



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**CERTIFICATE CREDIT AMOUNT REPORT**

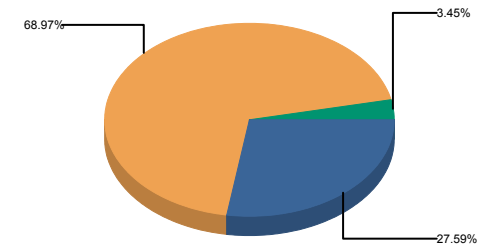
<b>MCC AMOUNT</b>	<b>LOANS</b>	<b>% OF TOTAL</b>
\$20,000-\$30,000	1	1.15%
\$30,000-\$40,000	1	1.15%
\$40,000-\$50,000	2	2.30%
\$50,000-\$60,000	1	1.15%
\$60,000-\$70,000	11	12.64%
\$70,000-\$80,000	12	13.79%
\$80,000+	59	67.82%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



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Palm Beach 2015 Mortgage Saver 50% MCC**

**LOAN TYPE REPORT**

LOAN TYPE	LOANS	% OF TOTAL
Conventional	24	27.59%
FHA	60	68.97%
VA	3	3.45%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



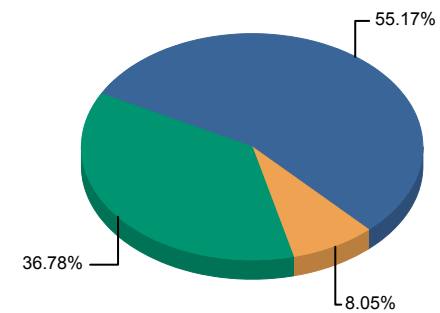
Conventional	27.59%
FHA	68.97%
VA	3.45%
Total:	100.00%



**HFA of Palm Beach County  
Demographic Analysis Report  
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**PROPERTY TYPE REPORT**

PROPERTY TYPE	LOANS	% OF TOTAL
1 Unit Single Family Detached	48	55.17%
Condominium	7	8.05%
Townhouse	32	36.78%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>

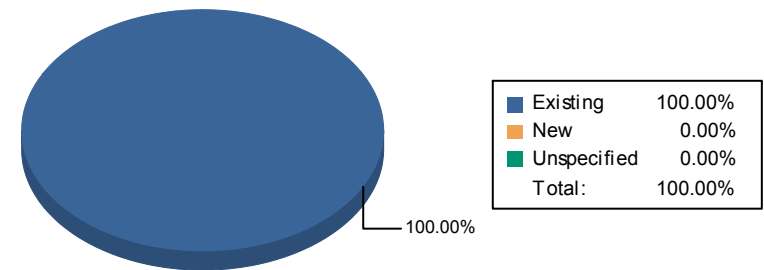


■ 1 Unit Single Family Detached	■ Condominium	■ Townhouse
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**CATEGORY TYPE REPORT**

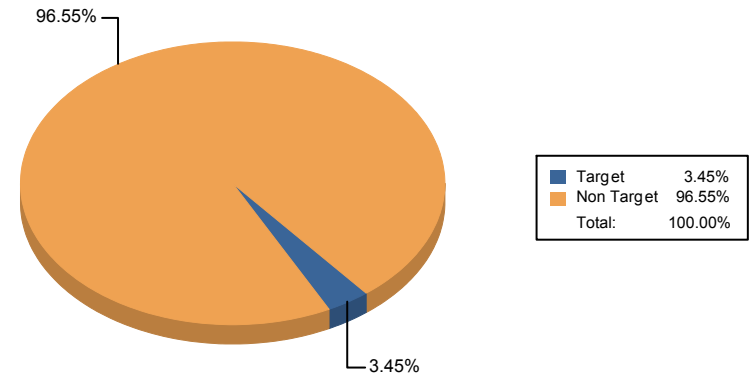
<b>TYPE</b>	<b>LOANS</b>	<b>% OF TOTAL</b>
Existing	87	100.00%
New	0	0.00%
Unspecified	0	0.00%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



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**TARGET/NON TARGET REPORT**

TYPE	LOANS	AMOUNT	% OF TOTAL
TARGET	3	\$425,057.00	3.45%
NON TARGET	84	\$15,491,991.00	96.55%
<b>TOTAL</b>	<b>87</b>	<b>\$15,917,048.00</b>	<b>100.00%</b>



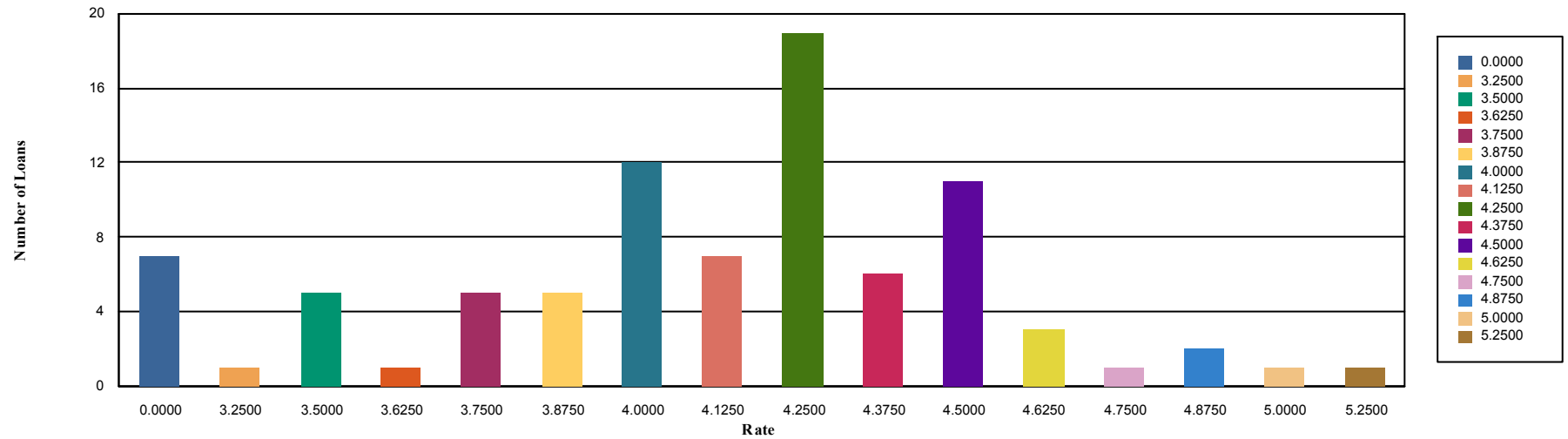
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Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC

INTEREST RATE LISTING REPORT

<u>RATE</u>	<u>COUNT</u>	<u>AMOUNT</u>	<u>% OF TOTAL</u>
0.0000%	7	\$1,218,082.00	8.05%
3.2500%	1	\$117,826.00	1.15%
3.5000%	5	\$982,318.00	5.75%
3.6250%	1	\$127,645.00	1.15%
3.7500%	5	\$818,132.00	5.75%
3.8750%	5	\$1,021,906.00	5.75%
4.0000%	12	\$2,249,048.00	13.79%
4.1250%	7	\$1,297,426.00	8.05%
4.2500%	19	\$3,442,756.00	21.84%
4.3750%	6	\$1,237,032.00	6.90%
4.5000%	11	\$2,036,768.00	12.64%
4.6250%	3	\$494,076.00	3.45%
4.7500%	1	\$186,558.00	1.15%
4.8750%	2	\$312,395.00	2.30%
5.0000%	1	\$225,834.00	1.15%
5.2500%	1	\$149,246.00	1.15%

# HFA of Palm Beach County Demographic Analysis Report Palm Beach 2015 Mortgage Saver 50% MCC

**TOTAL** **87** **\$15,917,048.00** **100.00%**

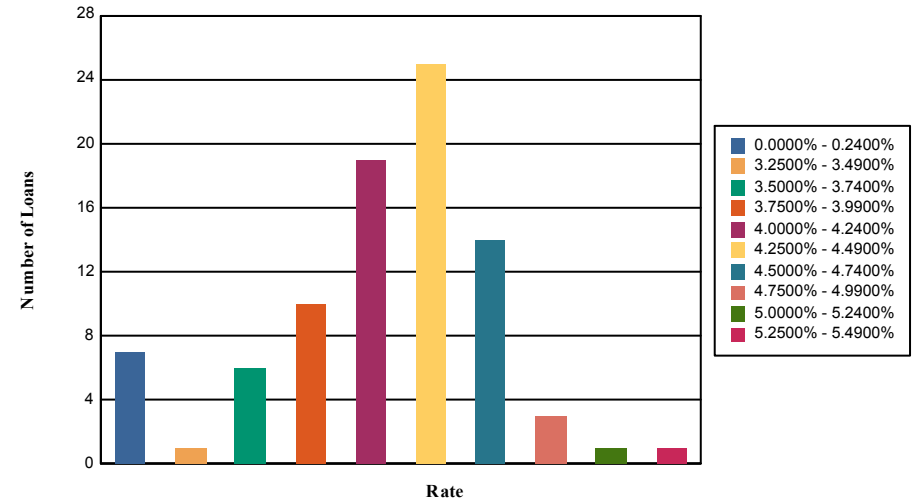




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**INTEREST RATE RANGES REPORT**

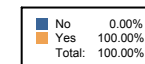
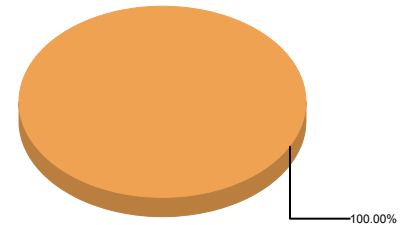
<b>RATE</b>	<b>LOANS</b>	<b>% OF TOTAL</b>
0.0000% - 0.2400%	7	8.05%
3.2500% - 3.4900%	1	1.15%
3.5000% - 3.7400%	6	6.90%
3.7500% - 3.9900%	10	11.49%
4.0000% - 4.2400%	19	21.84%
4.2500% - 4.4900%	25	28.74%
4.5000% - 4.7400%	14	16.09%
4.7500% - 4.9900%	3	3.45%
5.0000% - 5.2400%	1	1.15%
5.2500% - 5.4900%	1	1.15%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



**HFA of Palm Beach County  
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**FIRST TIME HOMEBUYER REPORT**

<b>FIRST TIME HOMEBUYER</b>	<b>LOANS</b>	<b>% OF TOTAL</b>
No	0	0.00%
Yes	87	100.00%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC

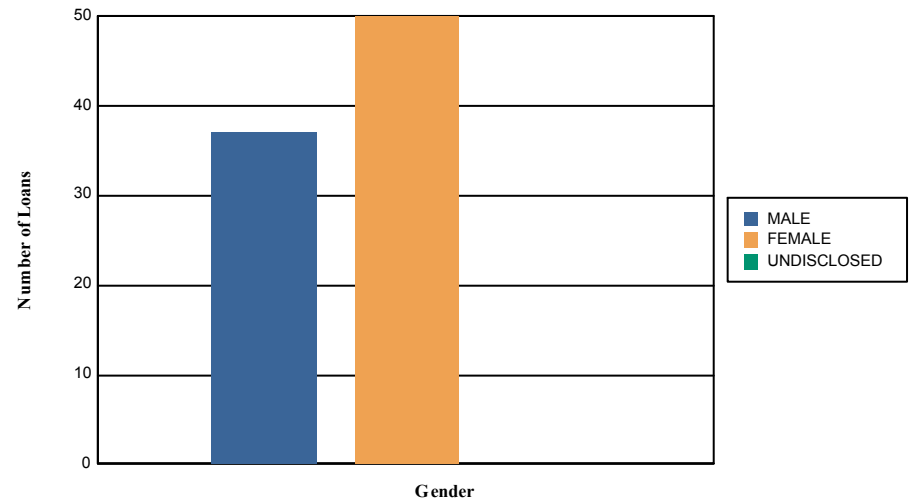
ADDITIONAL MORTGAGE REPORT

ADDTL MTG PROGRAM \ PRIMARY MTG PROGRAM	LOANS	AMOUNT	AVERAGE LOAN AMOUNT
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GENDER REPORT

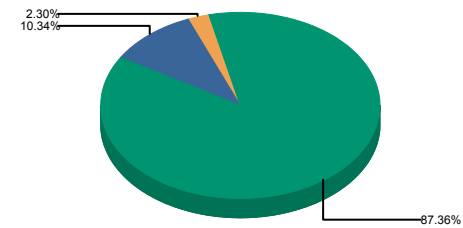
GENDER	LOANS	% OF TOTAL
MALE	37	42.53%
FEMALE	50	57.47%
UNDISCLOSED	0	0.00%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



**HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC**

**RACE REPORT**

DESCRIPTION	LOANS	% OF TOTAL
Black/ African American	9	10.34%
Other	2	2.30%
White	76	87.36%
<b>TOTAL</b>	<b>87</b>	<b>100.00%</b>



Black/ African American	10.34%
Other	2.30%
White	87.36%
Total:	100.00%

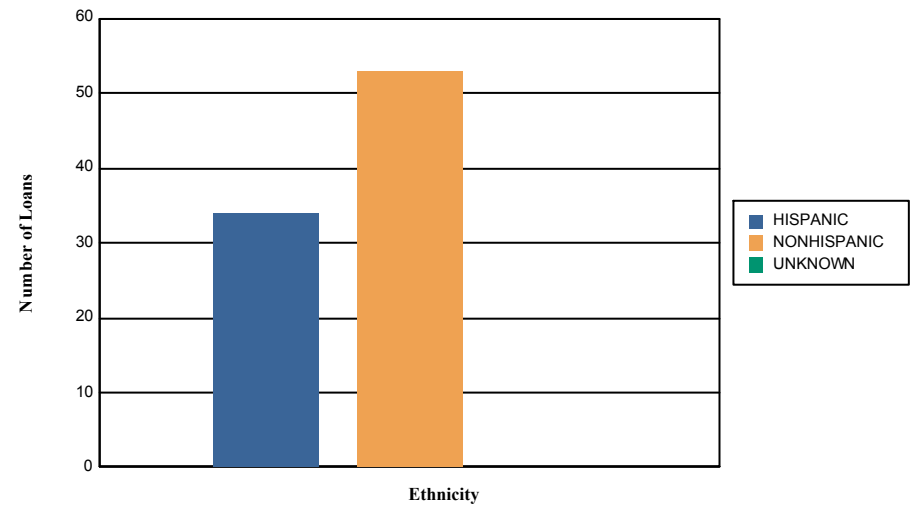
This graphic displays race combinations representing more than 10% of the population



**HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC**

**ETHNICITY REPORT**

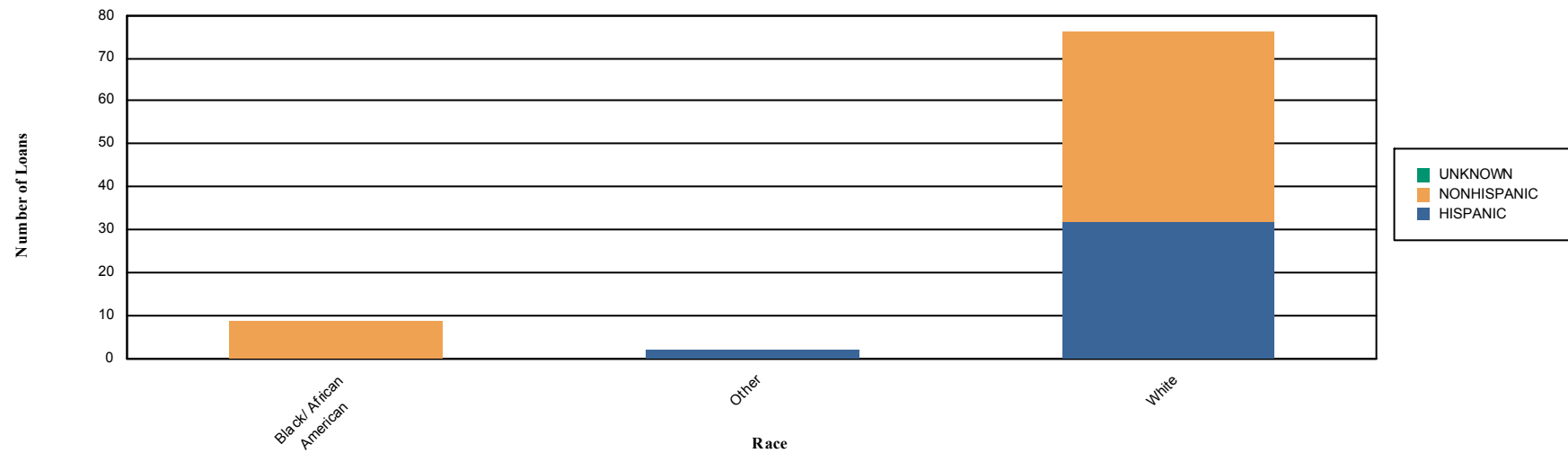
ETHNICITY	LOANS	AMOUNT	% OF TOTAL
HISPANIC	34	\$6,192,297.00	39.08%
NON HISPANIC	53	\$9,724,751.00	60.92%
OTHER	0	\$0.00	0.00%
<b>TOTAL</b>	<b>87</b>	<b>\$15,917,048.00</b>	<b>100.00%</b>



**HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC**

**RACE BY ETHNICITY REPORT**

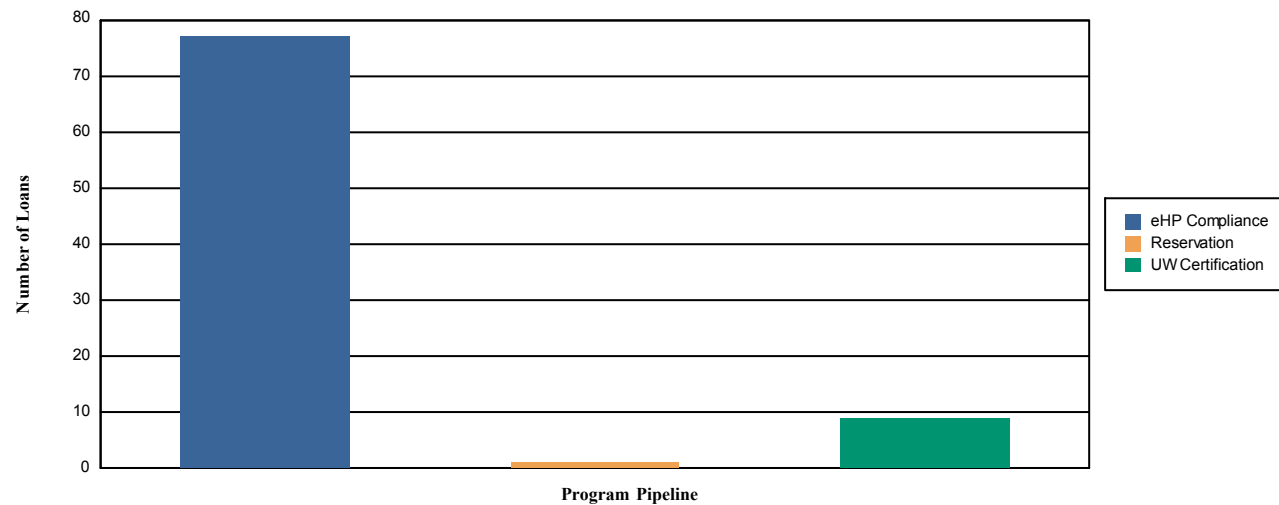
RACE	HISPANIC	NONHISPANIC	OTHER	LOANS	% OF TOTAL
Black/ African American	0	9	0	9	10.34%
Other	2	0	0	2	2.30%
White	32	44	0	76	87.36%
<b>TOTAL</b>	<b>34</b>	<b>53</b>	<b>0</b>	<b>87</b>	<b>100.00%</b>



**HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC**

**PIPELINE REPORT**

PROGRAM PIPELINE	LOANS	AMOUNT	% OF TOTAL
Reservation	1	\$129,609.00	1.15%
UW Certification	9	\$1,817,522.00	10.34%
eHP Compliance	77	\$13,969,917.00	88.51%
<b>TOTAL</b>	<b>87</b>	<b>\$15,917,048.00</b>	<b>100.00%</b>



**HFA of Palm Beach County  
Demographic Analysis Report  
Palm Beach 2015 Mortgage Saver 50% MCC**

**PROGRAM SUMMARY**

<b>AVERAGE PRINCIPAL MORTGAGE:</b>	\$182,954.57
<b>AVERAGE PURCHASE PRICE:</b>	\$192,187.34
<b>AVERAGE HOUSEHOLD ANNUAL INCOME:</b>	\$52,668.22
<b>AVERAGE AGE OF PRIMARY BORROWER:</b>	35
<b>AVERAGE HOUSEHOLD SIZE:</b>	2
<b>AVERAGE EMPLOYED IN HOUSEHOLD:</b>	1
<b>AVERAGE CERTIFICATE CREDIT AMOUNT:</b>	\$91,477.29

David Brandt

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**From:** Mark Hendrickson <mark@thehendricksoncompany.com>  
**Sent:** Sunday, July 30, 2017 5:49 PM  
**To:** Mark Hendrickson  
**Cc:** Phillip Burnett; fergusonw21@aol.com; 'Walter Barletta'; Angela Abbott; Gulley, Cheree (HFA); Howard, Norman; David Brandt; kdriver@pinellashfa.com; Mike Rogers; Pat Lott; Laura Stagner; Jim Ryan; Theresa Sumner; David Alexander; Jan Carpenter; W.D. Morris; Bill Okrepkie; George Romagnoli; Jennifer Hance; getsco2@comcast.net  
**Subject:** Sadowski Education Effort  
**Attachments:** FLALHFA; Contribution to Sadowski Education Effort for 2018.pdf

Florida ALHFA Members

Attached is a letter from Florida ALHFA President Harry Hedges. He is requesting that all local HFAs join in the Sadowski Education Effort for 2018 with a contribution of \$15,000.

As you know, the SEE Effort costs over \$200,000. It has been highly successful and needs to continue each year.

We know that some HFAs cannot cut a check for SEE until after October 1. In any case, we are asking that you either make a contribution or a pledge before that date—as we are entering into contracts for 2018 at this time.

Thanks for you support.

Mark Hendrickson  
1404 Alban Avenue  
Tallahassee, FL 32301  
850.671.5601



# FLORIDA ALHFA

ASSOCIATION OF LOCAL HOUSING FINANCE  
AUTHORITIES

## BOARD OF DIRECTORS

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HILLSBOROUGH COUNTY HFA

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### DIRECTORS

**MARK  
HENDRICKSON  
SUSAN LEIGH**

July 30, 2017

Florida ALHFA Members:

Re: Contribution to Sadowski Education Effort for 2018

First, many thanks to all of our HFAs who contributed to the Sadowski Education Effort (SEE) these last several years. The effort has been extremely effective but the educational effort isn't over. It's time for everyone to again make their annual contribution to the Sadowski Education Effort.

The 2018 Legislative Session begins in January. Therefore, our professional team needs to be engaged and working by September 2017. Even if your budget system does not permit a contribution until after your fiscal year begins on October 1, we need your pledge now. And of course, contributions received in August and September are optimal.

In our previous correspondence, it was stated that with term limits, there is continual turnover in the legislature - new legislators must be educated on the value of housing finance authorities and state housing programs. Therefore, **it is essential that the educational efforts be an ongoing project.**

To that end, Florida ALHFA has pledged an additional \$15,000 to the SEE. The HFA of Hillsborough County has pledged \$15,000, and challenges its sister HFAs to match or exceed that level of contribution. Florida ALHFA strongly urges its members to actively participate in the legislative process and **provide financial support in this educational effort in the amount of at least \$15,000.**

What has the value of the SEE been? Without SEE, the Housing Trust Funds would no longer exist, there would be no dedicated revenue for housing, and housing programs would have received no funds. In the last five years, \$820 million was appropriated for housing due to SEE. Highlights of our educational effort:

- \$137 million appropriation for SHIP and SAIL in FY 17-18, plus another \$250 million for SAIL over past two years from Guaranty Fund
- \$200 million appropriation for SHIP and SAIL in FY 16-17
- \$175 million appropriation for SHIP and SAIL in FY 15-16
- Pending agreement with FHFC for new DPA Program using Hardest Hit funds
- \$167.7 million appropriation for SHIP and SAIL in FY 14-15
- \$9 million was allocated directly to local HFA's for down payment assistance through the MOU with Florida Housing
- \$140 million appropriation for housing from Bank Settlement monies in FY 13-14.

- Defeated attempts to eliminate Housing Trust Funds in 2011 and 2012 session

Many HFAs received reimbursement for DPA loans far in excess of their SEE contributions. Additionally, SAIL and SHIP assist our programs SAIL allows bond deals to work that otherwise would not be financially feasible and SHIP is another source of DPA for our programs. From a purely economic investment perspective, an HFA received returns for its annual SEE contributions by closing only one DPA loan.

Given these long and hard fought victories, why is additional education needed? As stated above, continued turnover in the legislature makes this effort necessary. Florida ALHFA has positioned itself to be more effective. We will continue to have an effective lobbying and public relations effort in place, led by former Senate President Ken Pruitt and Bascom Communications. But it will not be achieved if we are on the sideline watching the action. Every year that we have a strong SEE presence, our long term position is improved. We need to deliver our message that adequate housing funding means jobs for Florida's economy and enhances our ability to fulfill our mission of providing housing finance to first-time homebuyers and the provisions for affordable rental housing for our workforce. It is also essential to our mission of supporting neighborhood stabilization and revitalization.

The Sadowski Coalition expects to retain full time services and pay its expenses with a \$160,000 budget. We are asking you to support this effort with a contribution of at least \$15,000. The fiscal agent for these funds continues to be Florida ALHFA.

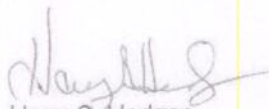
Please ensure checks are made payable to: "Sadowski Education Effort" and mailed to:  
Sadowski Education Effort  
c/o Florida ALHFA  
1404 Alban Avenue  
Tallahassee, Florida 32301

An invoice can be sent to you upon request. When you contribute, please notify us by email at [mark@thehendricksoncompany.com](mailto:mark@thehendricksoncompany.com)

Upon becoming a supporter of the Sadowski Education Effort, you will be included in regular updates, by email and telephone, and your input in regard to the SEE strategies will be welcomed. A copy of the 2017 SEE Fundraising and Expenditures Report is available upon request.

**Timeline: Contributions or Pledges to the Sadowski Education Effort should be received no later than September 30, 2017.**

Thank you,



Harry S. Hedges  
President  
Florida ALHFA



**FY 17-18 HOUSING FUNDING FROM HOUSING TRUST FUNDS AS OF 5-5-17: FINAL**

	GOVERNOR	SENATE	HOUSE	FINAL BUDGET
<b>SAIL</b>	\$ 10,000,000	In Proviso		In Proviso
FHFC: Housing for Developmentally Disabled Line 2225		\$10,000,000 in recurring budget	\$10,000,000 in recurring budget	\$10,000,000 non-recurring
<b>FHFC</b> Line 2225		\$ 27,500,000		\$ 27,000,000
<b>SHIP</b> Line 2226	\$ 34,000,000	\$ 120,900,000	\$ 30,000,000	\$100,000,000 (net available for SHIP is \$94.225 million)
<b>Homeless</b> Line 2226		\$4,000,000 in recurring budget	\$4,000,000 in recurring budget	\$4,000,000 in recurring budget \$1,000,000 non-recurring. Both from SHIP and these numbers are subset of line 2226
<b>Catalyst and Homeless Training</b>  Line 2226		In proviso		\$700,000 From SHIP and this number is subset of line 2226
<b>Florida Supportive Housing Coalition</b> Line 2226				\$75,000 From SHIP and this number is subset of line 2226
<b>TOTAL HOUSING</b>	<b>\$ 44,000,000</b>	<b>\$ 162,400,000</b>	<b>\$ 44,000,000</b>	<b>\$ 137,000,000</b>
<b>SHTF SWEEP</b>	\$ 64,000,000	\$ 50,000,000	\$ 67,000,000	\$ 59,270,000
<b>LGHTF SWEEP</b>	\$ 160,000,000	\$ 80,000,000	\$ 157,000,000	\$ 95,130,000
<b>TOTAL SWEEP</b> Section 94	<b>\$ 224,000,000</b>	<b>\$ 130,000,000</b>	<b>\$ 224,000,000</b>	<b>\$ 154,400,000</b>

**Proviso/Back of the Bill for FHFC**

\$10 million for person with developmental disabilities from Line 2225

Acknowledges that \$113.0 million of Guarantee Fund monies to be spent on SAIL.

This section 85 of budget is not required, as FHFC can expend this money without appropriation.

Requires at least 50% of funds in Line 2225 to be spent on SAIL  
\$40 million of SAIL/Guarantee Fund monies for Workforce Housing  
\$100,000 for Affordable Housing Workgroup from Line 2225  
5%-10% of units in each SAIL development for persons with Special Needs  
\$9 million of line 2225 funded from Local Government Housing TF

Tab 4

**VII. Other Matters - attachments**

a. Executive Director memorandum





**Housing Finance Authority  
of Palm Beach County**

100 Australian Avenue, Suite 410  
West Palm Beach, FL 33406  
(561) 233-3656  
FAX: (561) 233-3657  
www.pbchfa.org

**Chairperson**

Patrick J. Franklin

**Vice Chair**

Gary P. Eliopoulos

**Secretary**

James H. Harper, Sr.

Clark D. Bennett

Robin B. Henderson

Charles V. St. Lawrence

Bobby "Tony" Smith

**Executive Director**

David M. Brandt

dbrandt@pbcgov.org

(561) 233-3652

**Administrative Assistant**

Jennifer M. Hamilton

jhamilto@pbcgov.org

(561) 233-3656

*"An Equal Opportunity  
Affirmative Action Employer"*

Official Electronic Letterhead

To: Housing Finance Authority

From: Executive Director

RE: September 8, 2017 meeting – Matters of Executive  
Director

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**Chairperson nomination:**

The Board of County Commission approved on August 15 the Authority's nomination of Patrick Franklin as the new chairperson. All new officer's terms became effective as of that date.

**Status report on multi-family programs:**

The Village Square bond transaction with Citibank for the 84-unit elderly (15-year Section 8 HAP contract) project to be known as "Courts at Village Square" closed on July 17, 2014. The project is being developed by Roundstone Development/Delray Beach Housing Authority ("DBHA") on the old "Carver Estates" site east on SW 12<sup>th</sup> Avenue which is east of I-95 and south of Atlantic Avenue in the City of Delray Beach. The DBHA's not-for-profit affiliate, Delray Housing Group, will assume all project guarantees and ownership after completion of construction and stabilization. The bond (Citibank private placement) rate is variable during construction and will convert to a 6% fixed perm rate after completion and stabilization (not later than July 17, 2016 with a provision for a one-year extension) through May 1, 2029. The project had initially been expected to be completed by the end of June 2015. In the fall of 2015, the developer advised that they anticipated, with the concurrence of the performance bond provider, bondholder (Citibank), and limited partner (RBC), replacement of the general contractor. The developer subsequently advised that the GC would remain and in early April of 2016 said that all subcontractors had returned to the job with an expected completion in the



spring of 2017. Anticipated construction completion and a temporary certificate of occupancy allowing tenants to move in is now by the end of October 2017.

The West Palm Beach Housing Authority and co-developer partner Landmark Development Corp. of Miami held a grand opening event for the 99-unit seniors **"Paul Laurence Dunbar Senior Complex"** apartments project on August 11. The project is 100% project based Section 8 assistance. The developer received from the Florida Housing Finance Corporation ("FHFC") a \$2.474M SAIL loan at 1% payable from excess cash flow and a \$750K forgivable ELI loan (30 units set aside for extremely low income tenants at 33% of AMI) for the project. Other permanent funding for the project includes a HUD 221(d)(4) construction/perm loan of \$10M with an all-in interest rate including MIP of 4.60% with a 40-year term and approximately \$8.09M of tax credit equity. Other construction period financing includes a \$3M construction period bridge loan from Comerica Bank and the Authority's \$10,750,000 of cash collateralized short-term tax exempt bonds issued in December 2015 with a bond rate of 1.05% and will be redeemed in whole no later than December 1, 2017; the HUD perm loan closed on December 15, 2015. The project was expected to be completed no later than April 2017; the first CO's were received in early July and tenant move-in began later that month.

The Authority approved an inducement resolution in May 2016 for the acquisition and substantial rehabilitation of the existing 404-unit **"Lake Delray"** apartments project by SHAG Holdings and an entity of The Alliant Company. The owner has entered into a HAP Section 8 contract for 202 of the units. Funding for the project was accomplished through a Freddie Mac "Direct Purchase" of a \$35,827,000 tax-exempt note that closed on November 30, 2016 and was arranged through Walker & Dunlap with a balloon maturity in 17 years and an interest rate of 4.42%. Most of the units will be rehabbed with tenants in place or moved to a vacant unit within the project, and is anticipated to be completed by April 2018. Average occupancy has been around 90% since the start of the rehab work.

The Authority approved an inducement resolution in in May of 2015 for a project now owned by McCurdy Senior Housing Corporation and an entity of the Palm Beach County Housing Authority ("PBCHA"). The **"New South Bay Villas"** apartments ("NSBV") includes the substantial rehabilitation of the existing South Bay Villas and the demolition/replacement of the adjoining Marshall Heights apartment complex located in the City of South Bay. Upon completion NSBV will consist of 131 units all but one of will be subject to project based Section 8 vouchers. The financing for NSBV closed on March 10, 2017 and included the private placement to a west coast bank of \$18.5M of Authority issued draw down bonds with a 35-year amortization and mandatory redemption at the direction of the bondholder on or after July 1, 2035. Interest during construction is 4.9% until July 1, 2019, and 5.4% thereafter.

The Authority approved an inducement resolution in October 2014 to finance a portion of the cost of the new construction by Landmark Development, as the co-development partner with the West Palm Beach Housing Authority ("WPBHA"), of 125 units to be known as **"Royal Palm Place"**.



The \$16M drawdown Note, which closed August 4, 2017, is being funded by Citibank as the initial purchaser and loan servicer. The Note is expected to pay down to approximately \$10.6M at the end of construction/occupancy and income stabilization before delivery to Freddie Mac as the permanent holder of the Note. The initial floating rate on the Note during the construction period (expected 24 months) was 3.29% and is based on the SIFMA Municipal Swap Index plus 2.50%. The Note is interest-only during the construction period and when converted to a permanent loan will then amortize over 35 years with a final balloon maturity in 2034. The permanent loan rate is 4.86% plus Citibank's servicing fee of 17 basis points.

The Housing Trust Group in partnership with the Riviera Beach Housing Authority ("RBHA") first submitted an application in September 2015 for financing of the now proposed 101 unit "**Heron Estates Senior Project**" on a portion of the former "Ivy Green" public housing site. One-half of the units will have project based Section 8 vouchers. There are two series of drawdown bonds the latter of which will be redeemed upon completion of construction. Other project financing includes approximately \$5.7M of SAIL funding from the FHFC, a \$1M loan from the RBHA and an estimated \$8.7M of tax credit equity. It is currently anticipated that the bond credit underwriting report ("CUR") will be completed prior to the end of September, and that the bond authorizing resolution and the final CUR will be presented at to October 13 meeting of the Authority. The housing tax credit CUR is expected to go before the Florida Housing Finance Corporation at their board meeting of October 27. The financing would then close shortly thereafter in early November.

### Status report on revolving loans

The Authority has reserved \$6.25M of surplus for its Revolving Loan Fund program. Presently Authority has reserved funds for and given preliminary or final approval for the following short term revolving loans.

Borrower:	Reservation or loan dated:	Maturity:	Reservation amount
Outstanding:			
PBC CLT – Davis Landings proj.	5/23/16	5/23/18	\$ 3,400,000
In process:			
WPBHA	11/18/16	36 months	250,000
HFASPBC	2/10/17	36 months	500,000
PBC CLT – Kirk Rd.	5/10/17	24 months	1,000,000

single family homes proj.			
Totals:			\$ 5,150,000

West Palm Beach Housing Authority: The Authority approved a \$250K master line of credit ("LOC") with the WPBHA last fall. The purpose of the LOC is to provide funds the acquisition, construction, renovation and equipping of single or multifamily residential housing. The initial project to be funded was the rehabilitation of an existing property owned by Friendship Missionary Baptist Church at 708 3<sup>rd</sup> Street in the City of West Palm Beach and leased to their not-for-profit Friendship Court, LLC, into four apartments that will be rented to young adults aging out of foster care. WPBHA's developer entity Baobab Development Inc. had entered into an agreement with Friendship Court for the rehabilitation work. WPBHA would have advanced the draws under the LOC to Baobab to pay the costs that were to be reimbursed under a HOME grant from the City of West Palm Beach. The project was expected to begin in October but the city cancelled the agreement due to concerns about the owner's capability. However, the WPBHA advised they plan to execute the master line of credit in anticipation of upcoming projects opportunities.

Habitat for Humanity of South Palm Beach County: The Authority approved a \$500K lot acquisition loan with HFH at the May 12, 2017 meeting. Proceeds of the 36-month loan are to be used by HFH for the purchase of residential building lots initially in the Boca Raton area or anywhere within their service area north to the City of Lake Worth and west to unincorporated PBC. The loan documents are expected to have been signed by HFH and returned ready for execution by the Authority Chair at the September 8 meeting.

Community Land Trust of Palm Beach County: The Authority gave conceptual approval at the May 12, 2017 meeting to a loan with the CLT for the proposed construction of up to eight homes on lots previously donated by PBC on Kirk Road. Development of all eight homes was subject to the CLT being awarded approximately \$800K of HOME CHDO funds from PBC. The Department of Housing and Economic Sustainability (formerly DES) staff recommendation to the BoCC for an award of \$654,767 was approved by the BoCC at the July 11 meeting. The CLT advised that this should be sufficient to move ahead with six homes and are awaiting a draft of the HOME CHDO Agreement from HES that is expected before our September 8 meeting. It is anticipated that the loan will close within a week to ten days of this Authority meeting.