



September 28, 2010

VIA OVERNIGHT Mail

Mr. Grant Herring  
Exempt Organizations Specialist  
Internal Revenue Service  
550 Main Street, Federal Building  
Room 4511: Group 7824  
Cincinnati, Ohio 45201

**Please reply to:**

2699 Stirling Road, B200  
Fort Lauderdale, FL 33312  
[nydia@menendezlawfirm.com](mailto:nydia@menendezlawfirm.com)  
Telephone: (954) 963-7220  
Facsimile: (954) 963-7232

Re: Liberty City Community Economic Development Corporation  
Application for Recognition of Exemption Under Section 501(c)(3)  
FEIN: 27-1629040

Dear Mr. Herring:

This is in response to your letter regarding the above referenced application. As instructed, a copy of your letter is immediately enclosed (for your ease of reference).

A Power of Attorney authorizing the undersigned to represent the Applicant/Taxpayer in this matter has been previously filed with the Service. We enclose it again herewith.

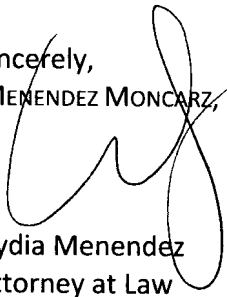
We have replied to the specific questions you presented. In doing so, we have provided you with attachments, whenever appropriate. Also, as requested, the following statement is incorporated by reference in our reply.

*Under penalty of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct and complete.*

We trust that the information and documentation enclosed herein will be satisfactory.

If you have any questions, please do not hesitate to call on us.

Sincerely,  
MENENDEZ MONCARZ, PL

  
Nydia Menendez  
Attorney at Law

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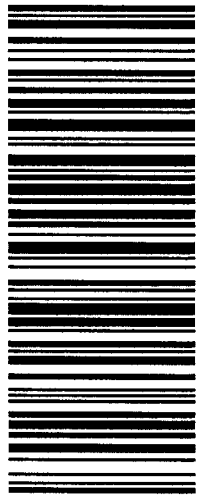

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<p>SHIPPING 954-963-7220 LAW OFFICE OF NYDIA MENENDEZ 2699 STIRLING RD. FORT LAUDERDALE FL 33312</p> <p><b>SHIP TO:</b> ATTN MR. GRANT HERRING 513 263 3134 INTERNAL REVENUE SERVICE ROOM 4511: GROUP 7824 550 MAIN STREET FEDERAL BUILDING CINCINNATI OH 45201</p>	<p>1.0 LBS LTR</p> <p>1 OF 1</p>	<p><b>OH 452 9-03</b></p> 	<p><b>UPS NEXT DAY AIR SAVER 1P</b></p> <p>TRACKING #: 1Z AV6 581 13 9096 8529</p> 	<p>BILLING: P/P</p> <p>Reference#1: FMCRC</p>  <p>UIS 12.8.10. WNTT00 06.04.07/2010</p>
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SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

COPY OF INFORMATION REQUEST LETTER

**Internal Revenue Service**  
**P.O. Box 2508 - Room 4511**  
**Cincinnati, Ohio 45201**

**Department of the Treasury**

**Date: September 1, 2010**

Liberty City Community Economic  
Development Corporation  
c/o Nydia Menendez, Esq.  
Menendez Moncarz PL  
2699 Stirling Rd, B200  
Ft Lauderdale, FL 33312

**Employer Identification Number:**  
27-1629040

**Person to Contact – Group #:**  
Grant Herring - 7824  
ID# 203116

**Contact Telephone Numbers:**  
513-263-3134 Phone  
513-263-3690 Fax

**Response Due Date:**  
September 22, 2010

Dear Sir or Madam:

We need more information before we can complete our consideration of your application for exemption. Please provide the information requested on the enclosure by the response due date shown above. Your response must be signed by an authorized person or an officer whose name is listed on your application. Also, the information you submit should be accompanied by the following declaration:

*Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.*

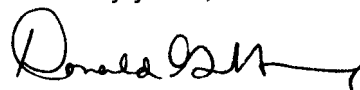
To facilitate processing of your application, **please attach a copy of this letter to your response.** This will enable us to quickly and accurately associate the additional documents with your case file.

If we do not hear from you within that time, we will assume you no longer want us to consider your application for exemption and will close your case. As a result, the Internal Revenue Service will treat you as a taxable entity. If we receive the information after the response due date, we may ask you to send us a new application.

In addition, if you do not respond to the information request by the due date, we will conclude that you have not taken all reasonable steps to complete your application for exemption. Under Code section 7428(b)(2), you must show that you have taken all the reasonable steps to obtain your exemption letter under IRS procedures in a timely manner and exhausted your administrative remedies before you can pursue a declaratory judgment. Accordingly, if you fail to timely provide the information we need to enable us to act on your application, you may lose your rights to a declaratory judgment under Code section 7428.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Grant Herring  
Exempt Organizations Specialist

Enclosure: Information Request

RECEIVED SEP - 7 2010

Letter 1312

Liberty City Community Economic  
27-1629040

Note: In the following the pronoun “you”, refers to the applicant organization, Liberty City Community Economic Development Corporation.

Additional Information Requested:

1. You have indicated that you will pay compensation to your officers.
  - a. Please list each of your officers and directors to whom you will pay compensation.
  - b. State the estimated compensation of each and the estimated average weekly hours he will devote to his duties.
  - c. Describe in detail the services for which each will be compensated.
  - d. Provide a resume for each setting forth his experience and qualifications for the position he will hold.
2. You have indicated that you will pay occupancy expenses.
  - a. Furnish a detailed description of the facilities where you plan to conduct your activities.
  - b. Provide a copy of your lease.
  - c. Will anyone use your facility other than for the purpose of directly carrying out your work?
  - d. Will any of your directors or employees reside at your facility? If so, explain fully.
  - e. Is the owner of the facility related to you in any way other than as landlord?
3. Provide an itemized list of professional fees (line 22, Part IX-A).
4. You show no revenues or expenses related to your primary activities, rental and sales of real estate, and technical assistance to small businesses. If you intend to engage in these activities, provide appropriate financial projections. Provide itemized lists wherever requested.
5. Describe in detail your technical assistance program. A satisfactory description answers the questions, who, for whom, how, when, where. Who conducts each activity? How is each activity conducted? When and where is each activity conducted? Who are the participants and beneficiaries of each activity? How is the activity paid for?
6. Provide descriptions of each type of government financing you expect to access in order to purchase and rehabilitate multiple unit rental structures, and abandoned and foreclosed homes for sale. State the requirements of each program and explain how you expect to meet these requirements.
7. Provide descriptions of the subsidies that will enable low-income households to afford your rehabbed and newly constructed housing.
8. What will your housing units sell for? Please provide an illustration of how these housing units will be affordable to a household with an income at 80% of the median income for Liberty City (low income per Revenue Procedure 96-32). The illustration should show your acquisition and rehabilitation costs, your sales price, the subsidies applied, the low-income homebuyer's total mortgage, his annual mortgage payments, and his annual income.
9. You indicate that rental housing will be provided to “low individuals” (sic) as that term is

Liberty City Community Economic  
27-1629040

used in HUD's HOME program regulations. Please provide a copy of those regulations. Provide a comparison of the low income limits for HOME program purposes and the low income limits per Revenue Procedure 96-32.

10. Provide a schedule of your rental charges. Otherwise, describe in detail how you will determine what the household will pay for the rental unit.

11. Provide copies of your draft homeowner contracts or agreements, and draft leases.

PLEASE DIRECT ALL CORRESPONDENCE REGARDING YOUR CASE TO:

US Mail:

Internal Revenue Service  
Exempt Organizations  
P. O. Box 2508  
Cincinnati, OH 45201  
ATT: Grant Herring  
Room 4511  
Group 7824

Street Address:

Internal Revenue Service  
Exempt Organizations  
550 Main St, Federal Bldg.  
Cincinnati, OH 45202  
ATT: Grant Herring  
Room 4511  
Group 7824

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

POWER OF ATTORNEY

## Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150

For IRS Use Only

Received by:

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Function \_\_\_\_\_

Date   /  /  

**Part I Power of Attorney**

**Caution: Form 2848 will not be honored for any purpose other than representation before the IRS.**

**1 Taxpayer information.** Taxpayer(s) must sign and date this form on page 2, line 8.

Taxpayer name(s) and address  <b>Liberty City Community Economic Development Corporation</b> <b>4800 NW 12th Avenue</b> <b>Miami, Florida 33121</b>	Social security number(s)    Daytime telephone number ( <b>305</b> ) <b>635-2301</b>	Employer identification number  <b>27</b>   <b>1629040</b>  Plan number (if applicable)
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hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

**2 Representative(s) must sign and date this form on page 2, Part II.**

Name and address  <b>Nydia Menendez, Esq.</b> <b>Menendez Moncarz, PL</b> <b>2699 Stirling Road, B200, Ft. Laud. FL 33312</b>	CAF No. <u>0100-09540R</u> Telephone No. <u>954-963-7220</u> Fax No. <u>954-963-7232</u> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address  <b>Joseph A. Zayas,</b> <b>750 SW 133rd Terrace, C303</b> <b>Pembroke Pines, FL 33027</b>	CAF No. <u>9005-77411R</u> Telephone No. <u>954-435-5654</u> Fax No. <u>954-416-1649</u> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

**3 Tax matters**

Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s) (see the instructions for line 3)
Income	1023	2010

**4 Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. Specific Uses Not Recorded on CAF

**5 Acts authorized.** The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative or add additional representatives, the power to sign certain returns, or the power to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

**Exceptions.** An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. See Unenrolled Return Preparer on page 1 of the instructions. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan administrator may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (levels k and l) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific additions or deletions to the acts otherwise authorized in this power of attorney: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6 Receipt of refund checks.** If you want to authorize a representative named on line 2 to receive, **BUT NOT TO ENDORSE OR CASH**, refund checks, initial here \_\_\_\_\_ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ \_\_\_\_\_



- 7 **Notices and communications.** Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2.
- a If you also want the second representative listed to receive a copy of notices and communications, check this box
- b If you do not want any notices or communications sent to your representative(s), check this box
- 8 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here.
- YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**
- 9 **Signature of taxpayer(s).** If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested. Otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.
- ▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.**

Signature	Date	President Title (if applicable)
Elaine H. Black <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		Liberty City Community Economic Development Corp.
Print Name	PIN Number	Print name of taxpayer from line 1 if other than Individual
	8/12/10	President
Signature	Date	Title (if applicable)
Print Name	PIN Number	

**Part II Declaration of Representative**

**Caution:** Students with a special order to represent taxpayers in qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program (levels k and l), see the instructions for Part II.

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
  - d Officer—a bona fide officer of the taxpayer's organization.
  - e Full-Time Employee—a full-time employee of the taxpayer.
  - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h Unenrolled Return Preparer—the authority to practice before the Internal Revenue Service is limited by Circular 230, section 10.7(c)(1)(vii). You must have prepared the return in question and the return must be under examination by the IRS. See Unenrolled Return Preparer on page 1 of the instructions.
  - k Student Attorney—student who receives permission to practice before the IRS by virtue of their status as a law student under section 10.7(d) of Circular 230.
  - l Student CPA—student who receives permission to practice before the IRS by virtue of their status as a CPA student under section 10.7(d) of Circular 230.
  - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.** See the Part II instructions.

Designation—Insert above letter (a-r)	Jurisdiction (state) or Identification	Signature	Date
a	Florida-863542		8/16/10
c	09-56100		8/16/10

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

THE APPLICANT'S REPLIES

## IRS-FORM 1023

### **Liberty City Community Economic Development Corporation Response to Internal Revenue Service Questions of 1023 Application**

Under penalty of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct and complete.

**Question 1: You have indicated that you will pay compensation to your officers.....Provide a resume for each setting forth his experience and qualifications for the position he will hold.**

Directors: The current directors are: Elaine Black – Chairman, Eric Thompson – Vice Chairman, and Iris Hudson- Director. Their resumes are attached (Attachment 1). As per section 3.14 of the Applicant's bylaws, no Director shall receive any stated salaries for their services as directors. The Directors shall appoint the Officers of the Applicant (President, Vice President, Treasurer, and Secretary) who shall serve as staff. However, Directors shall not serve in the capacity as an Officer.

Officers: Officers of the Applicant, may receive compensation (subject to the approval of the Board of Directors), as employees. All compensation paid to officers shall be subject to an employment contract indicating the actual services to be performed. Compensation paid shall also be consistent with the local market wages typically paid for the actual goods and services provided to the Applicant.

The actual officers and amount of compensation to officers has not been determined yet. However, the President and Treasurer positions are expected to receive compensation.

- The President shall be responsible for the overall daily operations of the organization and to suggest, implement, monitor, and review all initiatives which are undertaken to further the Applicant's exempt purpose.
- The Treasurer will be responsible for the entire financial management of all activities of the Applicant. Financial management functions include but are not limited to the following: Fiscal project management of the Applicant's exempt's activities, Payroll Management of the Applicant's employees, and financial reporting to the respective government authorities (i.e. Internal Revenue Service, HUD Participating Jurisdictions, and State and Local governments).

The President and Treasurer positions shall work full-time. At no point in time shall compensation to any officer of the Applicant (or any other entity authorized for payment by the

Directors), be paid when said compensation is inconsistent with the Conflict of Interest Policy of the Applicant.

**Question #2: You have indicated that you will have occupancy expenses.**

The facility of which the Applicant will conduct their activities is located in City of Miami municipal government office located at 4800 NW 12 Ave, in the Liberty City community (the "Facility"). The Applicant's occupancy expenses shall be a nominal value of \$1.00 as evidenced by the occupancy agreement (Attachment 2) from the City's community revitalization trust to the Applicant.

No other individual or organization shall utilize the Facility of which the Applicant shall be located, other than for the purpose of carrying out the Applicant's exempt activities. At no point in times shall any officer, director, or employee of the Applicant establish residence at the Facility.

There is no organizational relationship with the Applicant and the Landlord, other than the common interest of revitalizing the Liberty City community in which the Applicant's exempt activities will be conducted, and its low income residents serving as beneficiaries.

**Question #3: Provide an Itemized list of your professional fees (line 22, Part IX-A)**

We list below the professional services that we expect will be required in the initial year(s) of the Applicant's operations. The professional fees listed are estimates/projections. All professional fees paid shall be to further the Applicant's exempt activities and charitable purpose. In contracting for professional services, the Directors shall apply due diligence in the review of all proposals submitted.

<b>Professional fees</b>	<b>1/1/2010-12/31/2010</b>	<b>1/1/2011-12/31/2011</b>	<b>1/1/2012-12/31/2012</b>
Accounting Services	\$5,100	\$15,000	\$22,500
Cleaning Services	\$2,400	\$12,000	\$15,000
Grant Writers		\$60,000	\$60,000
Computer Support		\$24,000	\$30,000
Attorney services		\$10,000	\$12,500
Contracted service providers		\$144,000	\$285,000
Totals	\$7,500	\$265,000	\$425,000

**Question #4: You show no revenues or expenses related to your primary activities, rental and sales of real estate, and technical assistance to small businesses.**

Revenue and Expense projections of the sale of real estate are provided (Attachment 3). The anticipated revenue sources for the years 2010 thru 2012 are as follows: Sales of real property, government grants and donations from philanthropic entities. The expected real estate rental revenue and expenses are unknown; however rental real estate revenue is not expected until fiscal year 2013.

**Question #5: Describe in detail your technical assistance program. A satisfactory description answers the questions, who, for whom, how, when, where.**

The Applicant proposes to provide technical assistance to small businesses located within the Liberty City community to encourage and promote the hiring of low income residents in the community. Technical assistance will be provided to small businesses in order to access capital, assist in government compliance, and increase efficiency, for the provision of employment opportunities for low income residents and economically stabilize the community they serve. The Applicant through the technical assistance provided by its Small Business Development activity hopes to connect the path from the Federal Subsidies on Wall Street to employment opportunities of the low income resident on Main Street.

**Who will conduct the activity:** The Applicant's activities will be conducted by the Applicant's staff or other non-profit entities that specialize in small business development for the employment of low income residents in the Liberty City community.

**How is each activity conducted:** Low income residents of the community seeking technical assistance to open a business (i.e., business planning, licensing requirements, incorporation, organizational modeling, etc.) will be given one on one assistance with Applicant's staff or designated service provider at the facility of the Applicant. Existing businesses in the community will be assisted, subject to a commitment to hire low income residents from the community.

**Where is the activity conducted:** The eligible residents and small business owners will be located within the Applicant's primary activity area of the Liberty City community further defined as follows: *State Road 112 St to the South; N.W. 79 Street to the North; I-95 to the East; N.W. 37<sup>th</sup> Avenue to the West.*

**Who are the participants and the beneficiaries of each activity:** Current or proposed small business owners in the Liberty City community shall serve as the participants of the activity while beneficiaries will be the low income residents of the community, thus furthering the

Applicant's exempt charitable purpose of providing relief for the poor and distressed, by providing employment opportunities.

**How is the activity paid for:** The proposed activities shall be funded through many proposed sources. Potential sources include but are not limited to: Federal funds received from local and state jurisdictions, application and subsequent receipt of grants awarded to non-profit entities and philanthropic donations from the community committed to the employment of low income residents.

**Question #6: Provide descriptions of each type of government financing you expect to access in order to purchase and rehabilitate multiple unit rental structures, and abandoned and foreclosed homes for sale.**

The expected sources of government financing are as follows for the Affordable Housing activities of the Applicant: Federal HOME funds by the local Participating Jurisdiction(s) (PJ), Federal Neighborhood Stabilization Program (NSP) proceeds disbursed by local PJ, State Housing Initiative Program (SHIP) funds issued by the State of Florida and disbursed through local government agencies.

HOME funds are federal funds issued by HUD to local units of government for the purpose of aiding in affordable housing for residents at 80% of the local area's median income. NSP funds are federal funds issued by HUD to local units of government, primarily for the acquisition of foreclosed and abandoned properties in a local community. While residents up to 120% of the median income are entitled to NSP proceeds, the Applicant will comply with the IRS "safe harbor" provisions for all its affordable housing efforts utilizing these proceeds. SHIP funds are issued by the Florida Housing Finance Agency, and will be utilized for financing affordable rental housing, for the Applicant's "Safe Harbor" affordable housing activity, once this activity commences. SHIP funds are also utilized by local government for down payment assistance for low income residents of the Applicant's target area.

**Question #7: Provide descriptions of the subsidies that will enable low-income households to afford your rehabbed and newly constructed housing.**

Low income residents shall be able to receive subsidies from the City of Miami and Miami-Dade County. The City of Miami offers subsidies in the amount of \$86,020 and \$95,830 for 3 bedrooms and 4 bedrooms respectively. Miami-Dade County offers subsidies in the range of \$50,000 to \$70,000 for low income residents. Typical terms of these subsidies are nominal monthly borrower/owner payments (ranging between \$0-50) with the principal balance forgivable as long as the affordability period (typically 20 to 30 years) is fulfilled. Generally, the maximum housing expense (mortgage or rental payment) of the household will not exceed 30%

of gross income in the respective programs efforts to insure affordability. Funding sources for the City of Miami and Miami-Dade County subsidies are HOME, NSP, and SHIP. The guidelines for the respective participating jurisdiction financing programs are attached (Attachment 4).

**Question #8: What will your housing units sell for? Please provide an illustration of how these housing units will be affordable to a household with an income of 80% of the median....**

The anticipated sales price is estimated between \$170,000 and \$205,000. At no time will the maximum sales price of the homes exceed the limits allowed by the government entities, City of Miami and Miami-Dade County, which are expected to provide subordinate financing to the low income resident at 80% or less of the Median Income. Currently the maximum sales price allowed for City of Miami low income buyers is \$236,000 and Miami Dade County is \$205,000. A typical development and financing scenario for the Applicant and the low-income end-buyer is attached (Attachment 5).

**Question #9: Provide a comparison of the low income limits for HOME program purpose and the low income limits per Revenue Procedure 96-32.**

The low income limits for the HOME program for the City of Miami and Miami-Dade County are attached (attachment 6). These low income limits under HOME are the same limits as Revenue Procedure 96-32 (low income defined as 80% of median income, very low defined as 50% of median income). Services of the Applicant will be provided primarily to residents at 80% or less of median income.

At all times of tenancy, the Applicant's rental housing projects shall conform to the "IRS safe harbor" for development for affordable housing, more specifically stating that there shall be a minimum of 75% of the project's units rented to low income residents, and at least 20% of the project's units occupied by very low income residents.

**Question#10: Provide a schedule of your rental charges.**

The maximum rent for all of the Applicant's projects shall not exceed the annual HUD calculated High HOME Rent Limit (Attachment 7). The 2010 HOME PROGRAM RENTS are attached. Rental real estate revenue is not expected until fiscal year 2013, at which time the appropriate HOME Rent limit will be utilized.

**Question #11: Provide copies of your draft homeowner contracts or agreements, and draft leases.**

Sample homeowner contracts and leases are attached (Attachment 8).

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 1  
RESUMES OF DIRECTORS



ELAINE HAYES BLACK

Resume

**PROFESSIONAL EXPERIENCE**

**LIBERTY CITY TRUST, Miami, FL** **2006-Present**  
**President/CEO.** Responsible for the administration of the daily activities as well as the redevelopment of the Liberty City/Model City community. The Liberty City Trust was created by the City of Miami Florida in November 2006 to facilitate the revitalization of the Liberty City/Model City jurisdictional boundaries I-95 west to the City of Miami boundary and State Road 112 north to the City of Miami boundaries. The Liberty City Trust in cooperation with the city of Miami -1- facilitate the development of affordable housing, both homeownership and rental and commercial development; -2- promote economic development/new investments/job creation; -3- provide assistance to current businesses; -4- attract new businesses; and create strategic partnerships within the community for housing, seniors, employment/jobs, youth and education.

**TOOLS FOR CHANGE, Miami, FL** **1989-2006**  
**Executive Director.** Responsible for program development and implementation identifying funding, ensuring compliance with funding requirements, supervising positive cash flow, accounts payable, document all payments processed. In charge of hiring and training incoming personnel in company policies and procedures. Act as liaison between clients and financing sources, provide businesses with technical assistance within the area of marketing, loan facilitation, government relations and determining business analysis. Contact community base groups, banking entities, legal and real estate firms, encouraging them to utilize small businesses. Devised a Micro enterprise System in order to provide training and loan assistance to start up or existing businesses with no credit or collateral. Created Commercial Development Guaranty Fund, providing guaranties for businesses and real estate loans approved by banks. Provide customized training for the telecommunication industry.

**PEOPLES NATIONAL BANK OF COMMERCE, Miami, FL** **1998**  
**Consultant/Executive Officer.** Executive management services were provided during the bank's audit by the Comptroller of the Currency and the Federal Reserve Bank while the Bank conducted a search for a permanent President.

**CITY OF PHILADELPHIA, Philadelphia, PA** **1986-1989**  
**Deputy Director of Commerce.** In charge of planning, developing and implementing policies and programs specifically designed to stimulate business growth and neighborhood revitalization. Initiated and managed effective development projects. Coordinated activities of Mayor's Small Business Advisory Council. Responsible for monitoring implementation of policies regarding economic development agencies. Followed up on requests and inquiries providing guidance to a wide variety of businesses and community based organizations. Identified funding sources for programs and organizations constantly encouraging investments within city and neighborhood projects. Responsible for reorganizing the Philadelphia Commercial Development Corporation, solicited and obtained State and Federal funding for projects and programs. Developed programs for minority, women-owned businesses and shopping centers in urban areas. Encouraged private investors.

**PHILADELPHIA COMMERCIAL DEVELOPMENT  
CORPORATION (PCDC), Philadelphia, PA**

**1978-1986**

**Vice President.** Managed Neighborhood Commercial Revitalization and Private/Community based investment activities. Planned, developed and implemented a program to promote private development. Coordinated public improvements closely working with architects and engineers to redesign retail areas. Oversaw Revolving Loan Programs and Venture Capital Fund in order to finance businesses and provide technical assistance.

**Manager.** Developed national model for Neighborhood Commercial Revitalization. Worked in conjunction with developers proposing investments in commercial areas. Designed community economic development programs for commercial and industrial areas. Managed and trained staff responsible for revitalization of 35 urban retail areas. Obtained funding for commercial development projects.

**Business Developer.** Structured financing for Small Business Administration (SBA), analyzed potential investment project, determined management capability, market potential and business knowledge for prospective clients. Prepared business financing packages to be presented before banks for financing purposes.

**INTERNATIONAL BUSINESS MACHINES (IBM), Philadelphia, PA**

**1977-1978**

**Marketing Representative.** Responsible for selling office systems. Conducted in-depth analysis of businesses to increase productivity of personnel and reduce operating costs. Developed and achieved new marketing approaches for office systems. Trained clients regarding use of various office systems. Completed IBM Management Training Program.

**FIRST PENNSYLVANIA BANK, Philadelphia, PA**

**1973-1977**

**Commercial Loan Officer.** Administered loan portfolio for regional businesses, coordinated Loan Committee meeting presentations and Federal audits of commercial loan accounts. Analyzed and developed new business opportunities. Acquired strong analytical and financial skills. Completed bank's Commercial Loan Training Program.

**MODEL CITIES ECONOMIC DEVELOPMENT  
CORPORATION, Philadelphia, PA**

**1971-1973**

**Intake Specialist.** Obtained excellent experience in financing and developing business opportunities for neighborhood areas businesses. Provided technical assistance to businesses and conducted Management Training Courses.

**PROVIDENT NATIONAL BANK, Philadelphia, PA**

**1969-1971**

**Assistant Branch Manager.** Supervised all phases of branch office operations. Developed procedure for control for Food Stamp Program. Solicited new accounts, evaluated and determined procedures to be followed related to commercial and consumer loan applications. Completed bank's Management Training Program.

**Elaine Hayes Black**  
**Resume**  
**Page 3**

**EDUCATION**

**VIRGINIA COMMONWEALTH UNIVERSITY, Richmond, VA** **1967-1969**  
B.S. in Management and Finance

**VIRGINIA STATE COLLEGE, Petersburg, VA** **1965-1967**  
Physics and Business Administration

**COURSES**

Economic Courses - Temple University, Philadelphia, PA  
Finance Courses - University of Pennsylvania, Philadelphia, PA  
Total Quality Management Certification - Florida International University

## Attachment No. 1

### ERIC THOMPSON

6511 N.W 12 AVENUE MIAMI, FL 33147

Ph: (305) 694-2757 – (754)-244-7822

Email: [Libertycouncil@aol.com](mailto:Libertycouncil@aol.com)

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#### Present:

- Interim Chairman Liberty City Trust
- Liaison Liberty Square Resident Council Inc
- Director of Liberty Square Community Library
- Elected Democratic Committeeman 2008 Primary election
- Vice-chairman Liberty City Democratic Club
- Board Member University of Miami Disparities & community Outreach Core
- Advisory committee member Family safety –Net first responders Service Partnership.

#### Work Experience

- Open Florida ACORN-Miami office in August 1998 and has served as its Head Organizer since that time. Under my direction, Florida ACORN has achieved a solid list of accomplishments. In Miami, Florida ACORN has 3,500 member families. I have maintained and supervised a staff of up to eight full-time field organizers. Working with Dade County Commission and Miami City Commission ACORN has secured improvements in city services in low and moderate income Miami neighborhoods -- including trash pick-up, tree trimming, and park upkeep. ACORN members also have secured the clean-up of four vacant lots and the boarding-up of four abandoned buildings in Buena Vista, and negotiated to win improved sanitation of public spaces in Liberty City. I also organized an annual ACORN "bank fair" in neighborhoods like Little Haiti, which is attended by over 500 low and moderate incomes, primarily immigrant, community members. As a result of working with Florida ACORN members' and meetings with the State Health Department, all forms and information about Florida's SCHIP (State Child Health Insurance) program will be printed in Creole and Spanish, in addition to English. The State also agreed to place a Creole translator in all Health Department offices.
- Florida State Minimum wage Campaign  
Head Organizer
- Special Assistant to the President of Overall Tenant Advisory Council Inc and Liaison to all Resident Council in Miami-Dade County.
- I have successfully implementing capacity building programs for public housing residents in Miami. And manage project activities in Miami for two ATU-TOP

ROSS grants: a 2000 ROSS Capacity Building grant serving two Miami developments and a 2001 ROSS Capacity Building grant serving five Miami developments. Under my management the project has accomplished key benchmark goals, including increasing resident participation in Resident Associations, developing resident leaders, referring residents to homeownership programs, and working with diverse public and private sector partners, the Miami Dade Housing Agency, Miami Dade Board of County Commissioners, Fannie Mae and City Bank, Miami- Dade County Housing Finance Agency to create the predatory lending task force Work in partnership with Project Vote to register 20,000 new Voter in Florida

- In addition to my direct experience directing projects serving public housing residents, I am uniquely qualified to coordinate programs that most effectively reach residents. Born and raised in Trinidad & Tobago, I was a tenant activist in the Lenox Housing Project in Flatbush, Brooklyn, and then joined the community organization ACORN 15 years ago. Recruited to the staff from ACORN membership, I rose in the organization to become Lead Organizer of the Bronx/Manhattan/Queens ACORN office, organizing neighborhood and tenant groups across Queens and the Bronx, working on large-scale borough-wide and citywide projects, and supervising staff  
Project Managers, responsible for overseeing project staffing and Implementation, ensuring that all staff, including the Project Coordinator, I am adequately trained, and trouble-shooting any issues that may arise in my Community.



**Attachment No. 1**

**Iris Hudson**

20710 N.W. 1<sup>st</sup> Court  
Miami, Florida 33169

(305) 651-6575 (Home)  
(786) 499-9057 (Cellular)

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**OBJECTIVE**

*To obtain a challenging and rewarding position in a corporate setting, which will utilize my knowledge, administrative skills, and varied work experience to enhance the organization's bottom line.*

**WORK EXPERIENCE**

6/02 - Present

**Finance Manager**  
**MODEL CITY COMMUNITY REVITALIZATION DISTRICT TRUST, Miami, Florida n/k/a LIBERTY CITY COMMUNITY REVITALIZATION TRUST**

Serve as Office Manager to ensure effective and efficient daily operations of the Trust; Responsible for coordinating, preparing and distribution of the agenda for all Trust Board meetings; Responsible for performing a variety of complex administrative support work in maintaining detailed records, taking and transcribing of meetings; Utilize Microsoft Word to compose, type and edit a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, format, accuracy and completeness; Independently respond to non-controversial correspondence, thus relieving the CEO/President of routine duties; Scheduling and maintaining the CEO's appointment calendar; Coordinating travel arrangements and itineraries; Responsible for handling a variety of employee relations matters including, but not limited to payroll, health insurance, on-boarding and training registrations; Responsible for payment of vendors in accordance with established procedures; Assist as needed with budget preparation as by organizing and typing data for financial/statistical reports and presentations; Create spreadsheets utilizing MS EXCEL for the purpose of providing a mechanism to track financial expenditures and revenue within trust accounts; Compile accounting reports and statements necessary to meet internal and external reporting requirements. Attend meetings for the President/CEO as required. Perform a variety of related duties as required.

10/99 - 06/02

**Administrative Assistant I**  
**CITY OF MIAMI, DEPARTMENT OF COMMUNITY DEVELOPMENT, Miami, Florida**

Responsible for scheduling a variety of appointments for the Assistant Director of the Office of Workforce Development; Served as department's liaison for scheduling medicals for prospective candidates who had been made offers of employment; Conducted departmental orientation for new employees within the Workforce Development Division, to assist in familiarizing them of City policies, departmental procedures and protocol; Issued uniforms, coordinated the set up of computer profiles and voice mail; Arranged and coordinated registration and cancellation of staff

scheduled to attend City-offered training programs. Supervised clerical staff; Drafted and typed a variety of correspondence, including forms, reports, memos, letters, legislation, keeping quality and confidentiality in mind; Utilized dictaphone to prepare correspondence; Assisted in implementing established procedures to improve operations; Prepared payroll utilizing screens in the Moore System; Entered requisitions for purchase in the SCI system, followed up with purchasing to track issuance of purchase orders, and with vendors to expedite product delivery; Categorized and logged records that were more than two years old for archiving in accordance with established Records retention schedules; Utilized customer service skills to assist in addressing problems presented by clients visiting the One Stop Center.

**05/95 - 10/99 Legal Secretary/Assistant  
LAW OFFICES OF ROGER BARRY DAVIS  
Miami, Florida**

Served as Office Manager ensuring effective and efficient operation of the law firm; Responsible for client billing and client account ledger sheet; Responsible for compilation of payroll data and submission of tax deposit forms to IRS and State of Florida Unemployment; Responsible for organization and maintenance of legal records and the law library; Responsible for scheduling cases, meetings, and other daily activities to keep counsel's calendar updated; Prepared various legal documents involving business, commercial, real estate and family law while maintaining confidentiality; Reviewed and submitted law journals and other legal publications identifying court decisions relating to pending cases to legal counsel; Transcribed complex legal documents.

**01/95 - 4/95 Judicial Assistant to County Court Judge  
STATE OF FLORIDA, DADE COUNTY COURTS  
Miami, Florida**

Responsible for scheduling cases, meetings, and other daily activities to keep counsel's calendar updated; Prepared various legal documents involving domestic violence while maintaining confidentiality; Responsible for organization and maintenance of legal records ensuring proper posting, filing and routing; Typing, filing and other clerical duties. Transcribed complex legal documents.

**2/89 - 10/94 Legal Secretary  
DUBBIN, BERKMAN, BLOOM & KARAN, P.A.  
Miami, Florida**

Responsible for scheduling cases, meetings, and other daily activities to keep counsel's calendar updated. Prepared legal documents in the areas of family, estate, planning and taxation law. Reviewed and submitted law journals and other legal publications identifying court decisions relating to pending cases to legal counsel. Machine transcription. Typing, filing and other clerical duties. Responsible for organization and maintenance of legal records and the law library.



**10/90 - 10/91 Legal Word Processor - Part-time**  
**THOMSON, MURARO, BOHRER & RAZOOK**  
**Miami, Florida**

Prepared legal documents in the area of taxation, labor, commercial & real estate law. Operated word processing equipment to type, edit, print and store document. Machine transcription. Typing, filing and other clerical duties.

**09/87 - 01/89 Legal Secretary**  
**KAPLAN, SICKING & BLOOM, P.A., Miami, Florida**

Responsible for scheduling cases, meetings, and other daily activities to keep counsel's calendar updated. Responsible for organization and maintenance of legal records and the law library. Prepared legal documents in the area of plaintiff personal injury. Reviewed and submitted law journals and other legal publications identifying court decisions relating to pending cases to legal counsel. Machine transcription. Typing, filing, and other clerical duties.

**12/87 - 2/88 Legal Word Processor Night**  
**FINE JACOBSON, et al., Miami, Florida**

Prepared legal documents in the area of taxation, family, commercial & real estate law. Operated word processing equipment to type, edit, print and store documents. Machine transcription. Typing, filing, and other clerical duties.

**11/85 - 5/87 Legal Secretary**  
**SHAPIRO, LESTER AND ABRAMSON, Miami, Florida**

Prepared legal documents in the area of real estate law. Operated word processing equipment to type, edit, print and store document. Machine transcription. Responsible for client billing. Typing, filing, and other clerical duties.

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**EDUCATION:**

Miami Dade College, Business Administration/Accounting  
Certified Financial Health Counselor - National Association of Certified Counselors  
Certificate Financial Accounting  
Certificate of Completion Delegated Small Purchases Training  
Certificate in Excel  
Certificate in Access

**COMPUTER PROFICIENCY**

Microsoft Excel, Microsoft Word, and Microsoft Outlook - 67 cwpm typing proficiency

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 2  
OCCUPANCY AGREEMENT WITH THE CITY

OCCUPANCY AGREEMENT

This document is to confirm the occupancy agreement reached regarding the request of Liberty City Community Economic Development Corporation ("LCCEDC") for the use of 1100 square foot office space located in the Liberty City community of the City of Miami, Fl., and controlled by the Liberty City Community Revitalization Trust (LCT). Here is a summary of the parties agreement.

- **Premises:** 4800 NW 12 Ave., Miami, Fl.
- **Term:** annually
- **Rent:** \$1.00 per annum.
- **Utilities:** LCT shall provide electricity, telephone, water, and internet access to the Premises
- **Special Condition of use:** This agreement is conditional upon the LCCEDC use of the facility for the sole purpose of carry out IRS' 501c3-defined exempt activities by providing relief to the poor and distressed residents of the Liberty City community, as defined by the LCCEDC boundary area map.
- **Execution:** The signatures below of the respective parties, (LCT and LCCEDC), authorized individuals shall constitute this agreement as binded and executed.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the duly authorized officers on the day and year first above written.

**Liberty City Community Revitalization Trust**

By: Marva Lightbourne  
Signature  
MARVA LIGHTBOURNE, SECRETARY  
Print name and title

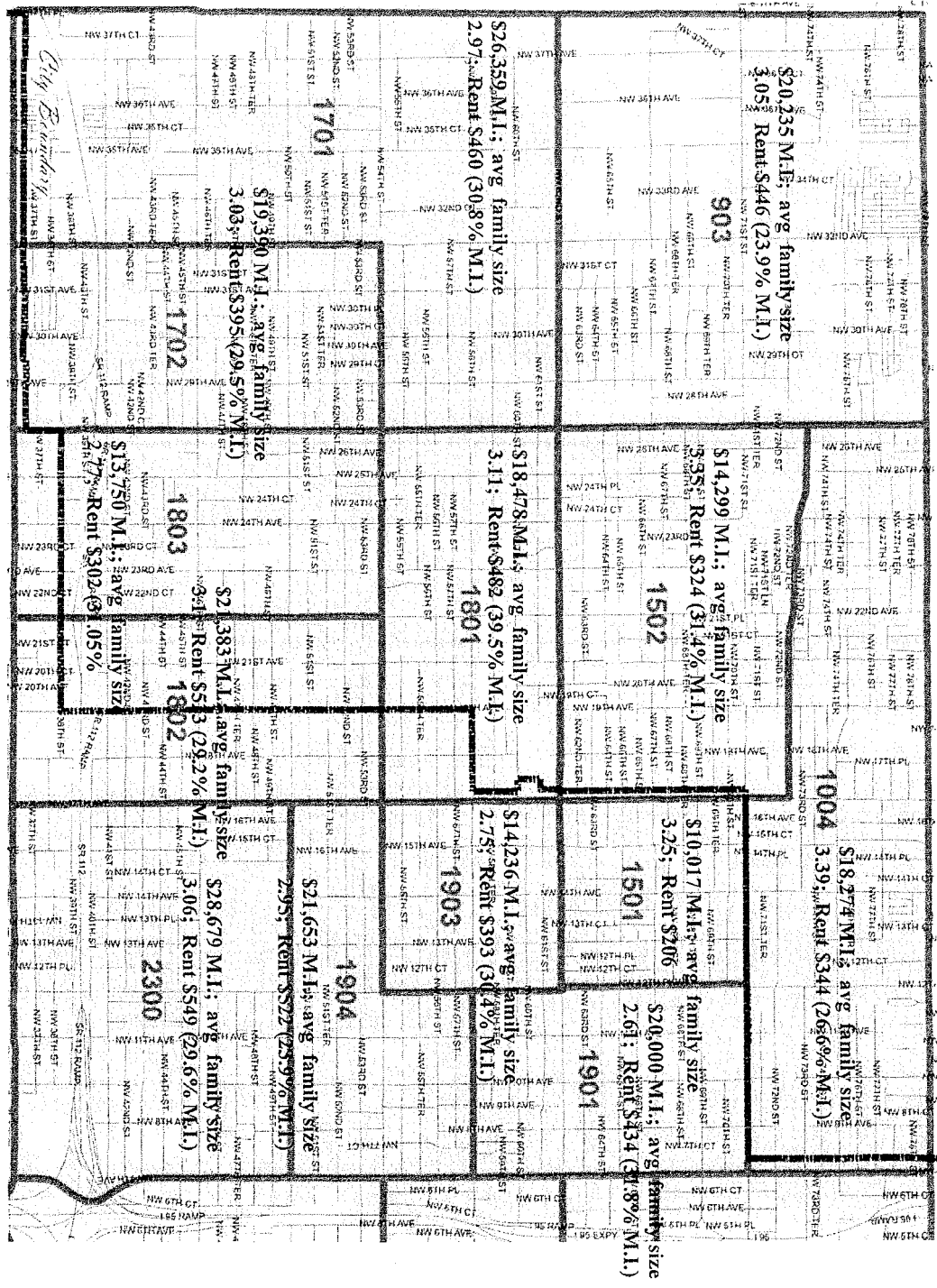
Date: 8/1/2010

**Liberty City Community Development Corporation**

By: Elaine H. Black  
Signature  
ELAINE H. BLACK, CHAIRMAN  
Print name and title

Date: 8/1/2010

Source:  
2000 U.S.  
Census Data



LCCEDC Boundary Area Averages:  
 National Averages: \$17,423 M.I.; Avg fam size 3.03 Rent \$414 (31.23% M.I.)  
 \$41,994 M.I.; Avg fam size 2.59 Rent \$602 (25.5% M.I.)

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 3  
REVENUE AND EXPENSE PROJECTIONS

Attachment No. 3



**Projected Revenues and Expenses from rental and sales of Real Estate**

		2010	2011	2012
#Units		0	10	15
Gross Sales Proceeds	\$202,500	\$0	\$2,025,000	\$3,037,500
Estimated Hard and Soft cost construction	\$170,000	\$0	\$1,700,000	\$2,550,000
Estimated profit <i>Net</i>		\$0	\$325,000	\$487,500

These revenues and expenses are in addition to the data contained in Part IX of the previously submitted Form 1023

Revenues from Technical Assistance to Small Businesses is projected Part IX-A-line#1

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 4  
GUIDELINES FOR THE RESPECTIVE PARTICIPATING  
JURISDICTION FINANCING PROGRAMS

## Attachment No. 4



### City of Miami Department of Community Development First-Time Homebuyer Program

The City's First-Time Homebuyer Program provides assistance up to the Basic Subsidy limits based on the number of bedrooms of the home being purchased, as annually determined by the U.S. Department of Housing & Urban Development (HUD) under the Basic Subsidy Mortgage Limits (Sec. 221 (d)(3) and 234 of the Federal Register). See Snapshot for details. This assistance can be used as down payment and closing cost assistance for eligible families to buy their first home.

To be eligible, you must:

1. Have an income less than or equal to 80% of the area median income, adjusted for family size.
2. Must not have owned a home in the past 3 years (exceptions will be made to single parents who are displaced homemakers).
3. Must not have filed bankruptcy within the past 24 months.
4. Purchase a property in the City of Miami with a maximum sales price of \$236,000.
5. Able to secure a mortgage with a participating lending institution (bank).

#### How Do I Get Started?

1. Pick up an application for the First-Time Homebuyer Program at the Department of Community Development or at any of the City's Neighborhood Enhancement Team (NET) locations. You can also download the application at [www.miamigov.com/communitydevelopment](http://www.miamigov.com/communitydevelopment)
2. Gather all documents listed in the "First-Time Homebuyer Checklist" (attached below), under the header "Provided by Homeowner".
3. Attend an approved Homebuyer Counseling workshop.
4. Contact any of the "Participating Lenders" to obtain a loan commitment and to be pre-qualified for a mortgage loan, subject to the City's down payment amount. To obtain the Participating Lender's list, please visit [www.miamigov.com/communitydevelopment](http://www.miamigov.com/communitydevelopment)
5. Search for a home in the City of Miami based on your pre-approved loan amount and within the maximum sales price limit of \$236,000.
6. Have your lender provide you with a full mortgage commitment.
7. Fill out the First-time Homebuyer Program application, include all proper documentation, and submit them to your lender. Have your lender submit your loan package to the City.
8. The terms of the City's loan are attached to this document.

The assistance will be provided on a first-ready, first-served basis. The City of Miami reserves the right to cancel any and all applications based on lack of funding availability.

For further information on the First-Time Homebuyer Program, please call (305)416-1927.





## First-Time Homebuyer Checklist

Please check every item submitted herein or provide an explanation and an anticipated date of submission. Failure to submit a complete file will result in delays or rejection of the file.

Included	Document	Provided by Homebuyer	Provided by Lender
	Reservation Letter		✓
	Application for Homebuyer Assistance	✓	
	Uniform Residential Loan Application (URLA 1003) properly signed by the applicant(s).		✓
	Uniform Underwriting and Transmittal Summary (form 1008)		✓
	Good Faith estimate and Truth in Lending forms (signed)		✓
	Credit report		✓
	Proof of income: i.e. <b>VOE (required)</b> , paystubs (last 60 days), social security award letter, pension statement, etc	✓	
	Verification of applicant's funds available for minimum down payment contribution.	✓	
	Income Tax returns for the past two (2) years	✓	
	Affordability Study		✓
	Bank statements for the last six (6) months.	✓	
	Rent verification (canceled rental payment checks or letter from landlord.)	✓	
	Sales contract	✓	
	Commitment letter from all other lenders.		✓
	Copy of property appraisal.		✓
	Certificate of Completion: Homebuyer Counseling Workshop.	✓	
	Copy of Social Security card for all adult (18 years and older) household members.	✓	
	Copy of State issued ID cards or Birth Certificates for all members of the household.	✓	
	Subordinate Commitment Letters to be received within 30 days of the City's Conditional Approval		✓

All of the documents listed in the table above must be submitted to the City of Miami for your file to be reviewed. If you have any questions regarding any of the documents listed above, please call our offices at (305)416-2012.



### Snapshot of First-Time Homebuyer Program Guidelines

**Income Limits:** Current year's income limits may be downloaded from:  
[www.miamigov.com/communitydevelopment](http://www.miamigov.com/communitydevelopment)

**Eligible Properties:**

- Single Family Residences;
- Townhomes;
- Condominiums;
- Property must be located in the City of Miami;
- Property must meet Housing Quality Standards as per 24 CFR 982.401.

**Eligible Buyers:**

- Must not have owned a home in the past 3 years;
- Household income less than or equal to 80% of the area median income adjusted for family size.
- Must be able to afford a monthly payment based on income and debt;
- Must contribute at least \$500 of personal funds towards down payment/ closing costs.

**Maximum Sales Price:** For new and existing properties is \$236,000.

**Loan Terms:**

- **Maximum Amount of Assistance:** Varies based on the number of bedrooms of the home being purchased and the financing needs of the applicant. The current maximum limits as determined by U.S. HUD under the Basic Statutory Mortgage Limits (Sec. 221 (d)(3) and 234, Federal Register) are listed in the chart below.

Calendar Year 2008 – Basic Statutory Mortgage Limits					
Number of bedrooms	0	1	2	3	4
Basic Subsidy	\$48,328	\$55,722	\$67,202	\$86,020	\$95,830

- 0% non-amortizing;
- Deferred payment 30-year loan;
- Payment of principal will be forgiven at end of maturity period provided that the homeowner resided in the house as their primary residence.

**Security:** The loan will be secured by a second mortgage on the property.

**First Mortgage Restrictions:** Term of the loan must be 30 years; fixed interest rate & cannot exceed more than 150 basis points over Freddie Mac's weekly average 30-year rate, as published in the Primary Mortgage Market Survey ("PMMS"); no prepayment penalties; Total percentage charged for Discount, Origination & Broker fees must not exceed 2 points; all other lending fees must be reasonable and cannot exceed \$500 or 0.5% of the loan amount, whichever is less.

**Other Restrictions:** Applicant must reside in purchased unit at all times. The loan will be due at sale, transfer of property or if the unit ceases to be the main residence of the applicant.

**Resale Restrictions:** If the owner sells and/ or transfer the house before the end of the City's mortgage term, the following provisions will apply:

- 1) The sale of the property must be pre-approved by the City, and the new buyers must meet the program's income limits in effect at the time AND the sales price must not exceed the maximum affordable sales price in effect at the time.
- 2) For any 'early' sale or transfer, the City shall share in any 'gain' realized, based on its pro-rated share of participation in the original purchase. Furthermore, if the sale occurs within the first 3 years, the City shall keep 100% of its pro-rated share of the 'gain', from year 3 up to year 20, the City's share of its pro-rated 'gain' shall decrease by 5% every year, while in turn, the owner's share shall increase by 5% each year. At year 20 up to the City's loan maturity, the owner shall retain 100% of the City's 'gain'.
- 3) This above share gain proposal terminates in the event of a foreclosure, with the lender required to provide the City the right of first refusal to purchase the loan at a negotiated price. In the event of a foreclosure, the City will recapture any amount of net proceeds available from the sale of the property.



## CITY OF MIAMI FIRST TIME HOMEBUYER PARTICIPATING BANKS



PRESTAMISTAS PARTICIPANTES EN EL PROGRAMA PARA  
COMPRADORES DE VIVIENDA POR PRIMERA VEZ

Ms. Robin Holley  
**Bank Atlantic**  
8201 N University Dr, 2nd FL  
Tamarac, FL 33321  
(954) 940-5429 (office)  
(954) 720-3234 (fax)  
[rholley@bankatlantic.com](mailto:rholley@bankatlantic.com)

Ms. Awilda Marrero  
**Chase Bank**  
Multiple locations; call for details  
(786) 255-8067 (office)  
(877) 314-7289 (fax)

Mr. Gene Simmons  
**City National Bank**  
25 West Flagler Street  
Miami, FL 33130  
(305) 577-7263 (office)  
(305) 577-7498 (fax)  
[eugene.simmons@citinational.com](mailto:eugene.simmons@citinational.com)

Ms. Susana Proenza  
**Eastern National Bank**  
799 Brickell Plaza, 10th Floor  
Miami, FL 33131  
(305)808-2243 (office)  
(305) 347-1511 (fax)  
[sproenza@enbfl.com](mailto:sproenza@enbfl.com)

Mr. Juan Rojas  
**Gibraltar Private Bank & Trust**  
220 Alhambra Circle, 5th FL  
Coral Gables, FL 33134  
(786) 207-4752 (office)  
(305) 447-6250 (fax)  
[jrojas@gibraltarprivate.com](mailto:jrojas@gibraltarprivate.com)

Ms. Erbi Blanco True  
**Great Florida Bank**  
15050 NW 79 Ct., Suite 200  
Miami Lakes, FL 33016  
(305)756-2393 (office)  
(786)427-8940  
[eblocotrue@greatfloridabank.com](mailto:eblocotrue@greatfloridabank.com)

Mr. Jorge Diaz-Silveira  
**Neighborhood Housing Services  
of South Florida**  
300 NW 12 Ave.  
Miami, FL 33128  
(305) 751-5511, ext. 1112 (office)  
(786) 513-2372 (fax)  
[JorgeD@mdnhs.org](mailto:JorgeD@mdnhs.org)

Mr. Robert Smith, II  
**Northern Trust Bank**  
700 Brickell Avenue  
Miami, FL 33131  
(305) 789-1533 (office)  
(305) 789-6217 (fax)  
[wrs2@ntrs.com](mailto:wrs2@ntrs.com)

Ms. Martha Delgado  
**Total Bank**  
1100 NW 72 Ave.  
Miami, FL 33126  
(305) 982-3100 (phone)  
(305) 982-3101 (fax)  
[martha@totalbank.com](mailto:martha@totalbank.com)

Ms. Rosandra Merchant  
**Wells Fargo, an affiliate of  
Wachovia Bank**  
163 Street Store  
800 N. Miami Beach Blvd.  
(305) 623-4307 (phone)  
(305) 430-1341 (fax)  
[rosandra.merchant@wachovia.com](mailto:rosandra.merchant@wachovia.com)

Ms. Odalys Nuñez  
**World Mortgage Corporation of  
Miami**  
8181 NW 36 St, Ste 31  
Miami, FL 33166  
(305) 718-4070 (office)  
(305) 718-4099 (fax)  
[Odalys@worldmortgageUSA.com](mailto:Odalys@worldmortgageUSA.com)

Mr. Roy Rodriguez  
**CitiBank N.A.**  
8750 Doral Blvd  
Doral, FL 33178  
Tel 305-470-7026  
Cell 786-218-4225  
Fax 866-741-5712  
[Roy1.Rodriguez@citi.com](mailto:Roy1.Rodriguez@citi.com)



City of Miami - Department of  
**Community  
Development**

**First Time Homebuyer Program Homebuyer Counseling Agencies**  
***Programa de Compradores por Primera Vez***  
***Agencias de Conserjería***

**Affordable Housing Centers of America**  
1439 W. Flagler Street, Suite C  
Miami, FL 33135  
(305) 631-9002 (office)  
(305) 631-9050 (fax)

**Brownsville CDC**  
2796 NW 46 St.  
Miami, FL 33142  
305-636-2046 (phone)  
305-636-2047 (fax)

**Cuban American National Council, Inc.**  
1223 SW 4 St.  
Miami, FL 33135  
305-642-3484, ext. 129 (phone)  
305-649-0302 (fax)

**Miami Beach CDC**  
945 Pennsylvania Avenue  
Miami Beach, FL 33139  
(305) 538-0090 (office)  
(305) 538-2863 (fax)

**Miami Dade Affordable Housing Foundation, Inc.**  
19 West Flagler Street, Suite 311  
Miami, FL 33130  
(305) 471-9750 (office)  
(305) 471-9754 (fax)

**Neighborhood Housing Services of South Florida**  
300 NW 12th Avenue  
Miami, FL 33128  
(305) 751-5511 (office)  
(305) 751-1122 (fax)

**NID-HCA Florida**  
610 NW 183 St., Suite 202  
Miami Gardens, FL 33169  
305-652-7616 (phone)  
305-652-8124 (fax)

**Opa Locka CDC**  
490 Opa Locka Blvd., Suite 20  
Opa Locka, FL 33054  
(305) 687-3545, ext. 238 (office)  
(305) 685-9650 (fax)

**Centro Campesino Farmworkers Center, Inc.**  
35801 SW 186 Ave.  
Florida City, FL 33034  
(305) 245-7738 (office)  
(305) 247-2619 (fax)

**Ser Jobs for Progress**  
5600 NW 36 St., Suite 561  
Miami, FL 33166  
(305) 871-2820, ext. 108 (office)  
305-871-5634 (fax)

**South Florida Board of Realists**  
610 NW 183 St., Suite 206  
Miami, FL 33169  
954-297-5011 (phone)  
305-653-8242 (fax)

**Vision to Victory Destination Home**  
13230 NW 7 Ave.  
North Miami, FL 33168  
305-691-3464 (phone)  
305-953-8327 (fax)

## Attachment No. 4



# Housing and Community Development

## First-time Homebuyer Programs

If you are looking for assistance in obtaining financing as a first-time homebuyer and you qualify under CDBG, HOME, SHIP, or Surtax income guidelines you may benefit thanks to our loan program between the Department of Housing and Community Development (HCD) of Miami-Dade County and local home mortgage lenders. Home buyers in Miami-Dade County now have a chance to own a home of their own at below-market mortgage rates. If you're a home buyer looking for a manageable mortgage, this new program may make it possible for you to buy the home you want right now. The Department of Housing and Community Development will work with you and local mortgage lenders to provide a second and/ or a third mortgage using the appropriate source of funds to bring your out of pocket costs to an affordable level.

The Miami-Dade County Department of Housing and Community Development (HCD) invites low- and moderate-income persons who are first-time homebuyers to apply for a mortgage loan subsidy through the County's loan program. [List of Currently Approved Lenders.](#)

## Features

### The Program

Miami-Dade County Department of Housing and Community Development (HCD) assists very low to moderate-income individuals and families with the purchase of a home as their primary residence, by processing a low-interest second mortgage. Depending on each individual(s) or families income, staff will determine if additional subsidy is necessary in order to qualify. Program participation is limited to "one time only" per family. A maximum 30-year fixed-interest mortgage is available for persons who qualify. You will also be required to obtain a first mortgage from an approved participating lender.

### Interest rate

The interest rate on the second mortgage will be between 0-6 percent (%).

### Who qualifies for the Program?

In general, individual(s) or families who do not own a home at the time of application. To be eligible you must: have an income not exceeding the limits; have been employed in the same line of work for at least 24 months; have a good, established credit history and be approved for credit by a participating lender; and be either a U.S. Citizen, or have obtained legal permanent residency immigration status.

### Down Payment Requirements

There is a minimum down payment requirement of three percent (3%). One percent (1%) must be from the borrowers own funds. The down payment required by USHUD for Section 8 Homeownership Demonstration Program is three percent (3%) of the purchase price, of which one percent (1%) of the purchase price must be from the borrower's own funds. The minimum down payment for the Infill Housing Initiative is one percent (1%) of the purchase price from the borrower's own funds.

### Required Monthly Payment Criteria

The maximum monthly payment including your house payment and all of your outstanding debts (including installment

loans, revolving credit cards, and child care expenses) can not exceed 45% of your gross monthly income.

Documentation required from buyers at the time of their appointment with HCD staff: After you have obtained an executed sales contract, the developer will provide you with contact information for an appointment with a Finance Advisor from HCD. The following is a list of documents that you are required to bring at the time of your appointment:

- Fully executed sales contract with at least 60 days remaining before expiring
- Two (2) years signed and dated Income tax Returns and W-2's with all applicable Schedules
- If applicable: Award letters for all other income: Social Security pension/retirement/SSI/welfare/disability
- If applicable: Pay stub for the last 30 days if VOE has not been obtained. (Evidence of VOE Request by Lender)
- Proof of legal residence: Resident Alien Card, INS Employment Authorization, I-94 (Cuban Citizens only). \*Please Note: Documents must be current at time of application and show proof of Dade County resident
- Picture ID (i.e., Driver License, Employment ID, etc) and Social Security Cards of all household members
- Most current six months bank statement for all accounts
- Birth Certificate(s) for all household members, Letter from guardianship/adoption (if applicable) and/or School Records
- If applicable: Divorce Decree and Property Settlement Agreement; Proof of receipt of child support for the prior 12 consecutive months; Provide proof of non-receipt and "good faith" effort to collect and avoid inclusion in annual income figure
- If applicable: Third Party Verification of Regular Cash Contribution Letter for non-court ordered child support; If the applicant is not receiving court-ordered child support, a letter from the Department of Revenue, Child Support Enforcement Office is required
- If applicable: Alternative credit letters of verification from the following utilities: Bellsouth, FPL, Auto/Life Insurance, Furniture – Only if borrower has limited credit or no established credit
- Certificate of Completion of Homebuyers Training Program

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### **Type of Acceptable Properties**

The following types of homes may be purchased upon approval by the County:

- Single family detached homes, townhouses, condominiums, twin-homes and studios

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### **Applicable Restriction on Properties**

The property must be in an area designated for residential housing; it must be occupied by the mortgagor(s) as his/her principal residence; it must have an expected economic life of not less than 30 years; and not provide a source of income to the mortgagor(s) (you cannot rent the property). Properties purchased under the program must be located in an approved County-funded development.

Please check back soon as we are in the process of gathering additional information.

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**INCOME AND MORTGAGE LIMITS  
Adjusted for Family Size**

FAMILY SIZE	30%	50%	80%	Median	120%	140%
	< E. LOW	<- V. LOW	<-LOW/MOD >	100%		
1	14,150	23,600	<b>37,750</b>	47,200	56,640	66,080
2	16,150	26,950	<b>43,100</b>	53,900	64,680	75,460
3	18,200	30,350	<b>48,500</b>	60,700	72,840	84,980
4	20,200	33,700	<b>53,900</b>	67,400	80,880	94,360
5	21,800	36,400	<b>58,200</b>	72,800	87,360	101,920
6	23,450	39,100	<b>62,500</b>	78,200	93,840	109,480
7	25,050	41,800	<b>66,850</b>	83,600	100,320	117,040
8	26,650	44,500	<b>71,150</b>	89,000	106,800	124,600

**SHIP limited to 120%** (Subject to periodic revisions by US HUD Effective March 19, 2009)  
(Income and Mortgage Limits REVISED April 6, 2009)

**SUBSIDY LEVELS BASED ON MEDIAN INCOME AND FAMILY SIZE  
MAXIMUM Subsidy Table**

Percentage of AMI	50% or below	80% or below	100% or below	Above 100%
Properties within entitlement cities providing assistance* up to:	\$60,000	\$50,000	\$40,000	\$30,000
Properties out of entitlement cities (unincorporated Miami-Dade) <sup>1</sup> up to:	\$80,000	\$70,000 ✓	\$60,000	\$50,000

\* Cities that provide homeownership assistance. <sup>1</sup> If the entitlement city does not have funding available or the borrower does not income qualify for the entitlement city funding, the borrower will receive the maximum amount allowed. Entitlement cities include Miami, Miami Beach, North Miami, Hialeah (Miami Gardens is in the process of becoming an entitlement city). On a case by case basis at the discretion of the OCED, the amount of subsidy can be increased for very low income borrowers (at or below 50% of median).

Funding Source for all funds	Surtax	SHIP	HOME/CDBG
Income Limit	Low income and moderate income households at or below 140% of MAI	Low income and moderate income households at or below 120% of MAI	Low Income Families at or below 80% of MAI
Maximum purchase price of property allowed by program (subject to change)	90% of the area median purchase price established by the United States Treasury Department.  (Code of Miami-Dade County, §29-7(E)(1))	90% of the area median purchase price established by the United States Treasury Department.  (Fla. Stat. §420.9075(5)(c))	Single Family Mortgage Limits Under Section 203(b) of the National Housing Act.  (24 CFR §92.254)
Purchase Price Limits for Spot Loans	\$205,000	\$205,000 †	\$205,000
INFILL PROPERTIES County infill lot provided to Developer without cost is \$175,000.	\$205,000	\$205,000	\$205,000
County Funded Developments	\$205,000	\$205,000	\$205,000

**ALL UNITS MUST MEET THE CRITERIA SUBMITTED TO THE COUNTY IN THE RFA FOR WHICH THEY WERE AWARDED FUNDING (ie, Purchase price, unit size, number of units, etc). NO EXCEPTIONS.**

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 5  
SAMPLE DEVELOPMENT AND FINANCING SCENARIO



Attachment No. 5



Sample Construction and Resale Scenario

Est Sales price-psf	112.5	\$202,500
Sqft footage	1800	
Cost per square foot	90	
Land cost		\$0
Construction cost		\$162,000
Expenses of Sale		\$8,000
<b>Total Construction-sale expenses</b>		<b><u>\$170,000</u></b>
<b>Estimated profit per home</b>		<b>\$32,500</b>

All net development revenue (profit) will be used to further the LCCEDC's exempt activities in the target area it serves.



**Attachment No. 5**

**Home-Buyer Pre-Qualification Form**

**Borrower:** John Doe                      **Co-Borro**  
**Property Address:**

	Annually	Monthly	DTI
<b>Borrower Income:</b>	\$45,000	\$3,750	
<b>Misc Income:</b>	\$0	\$0	
<b>Coborrower Income:</b>		\$0	
<b>Coborrower-Misc Income:</b>		\$0	

**Total Income:**                                      \$45,000                      \$3,750

<b>1st Mortgage Amt:</b>	\$109,170	5.50%
<b>Term:</b>	360	

Proposed 1st mortgage pmt		\$619.9	
Taxes Annually	\$3,000	\$250	
Insurance annually	\$1,800	\$150	
Proposed 2nd mortgage pmt			
Proposed 3rd mortgage pmt			

<b>Proposed Mortgage Payment- H/E ratio</b>	\$1,020	27.20%
Car Payment	\$500	
Credit Card Payments (total monthly)	\$0	
Student Loans	\$0	
Misc pmts mtly (child support, pmt agreements)	\$0	
<b>Total Montly Obligations DTI ratio:</b>	\$1,520	40.53%

<b>Sales Price</b>	\$205,000
City FTBH	\$95,830
City Employee	\$0
Miami-Dade Infill	
Miami-Dade Oced	
Other Grants	
<b>Amt needed to borrow:</b>	\$109,170

Subsidy Limits	Low Income Limits	Median Inc
3br 86,020	1 39,400	49,250
4br 95,830	2 45,000	56,250
City-NSP 70,000	3 50,650	63,313
Cty-Infill 70,000	4 56,250	70,313
	5 60,750	75,938
	6 65,250	81,563
	7 69,750	87,188
	8 74,250	92,813

<b>ANNUAL INCOME:</b>	\$45,000	<b>MONTHLY GROSS:</b>	\$3,750
<b>MUNICIPALITY:</b>	Miami	<b>FAMILY SIZE:</b>	4
<b>MEDIAN INCOME:</b>	\$70,313	64.00% OF MEDIAN,	
<b>NO. OF BEDROOMS:</b>	4	<b>MAX SUBSIDY:</b>	\$95,830

*Buyer first mortgage financing based on a institutional lender at market rates and terms.  
Typically the buyer's HE ratio shall not exceed 40% and overall DTI 45%*

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 6  
LIMITS FOR THE HOME PROGRAM FOR  
THE CITY OF MIAMI & MIAMI-DADE COUNTY

## Attachment No. 6

Code of Federal Regulations]  
[Title 24, Volume 1]  
[Revised as of April 1, 2004]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 24CFR92.2]

[Page 576-581]

### TITLE 24--HOUSING AND URBAN DEVELOPMENT

#### PART 92\_HOME INVESTMENT PARTNERSHIPS PROGRAM--Table of Contents

##### Subpart A\_General

#### Sec. 92.2 Definitions.

The terms ``1937 Act'', ``ALJ'', ``Fair Housing Act'', ``HUD'', ``Indian Housing Authority (IHA)'', ``Public Housing Agency (PHA)'', and ``Secretary'' are defined in 24 CFR 5.100.

Act means the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

Adjusted income. See Sec. 92.203.

Annual income. See Sec. 92.203.

Certification shall have the meaning provided in section 104(21) of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12704.

Commitment means:

(1) The participating jurisdiction has executed a legally binding agreement with a State recipient, a subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements to commit to a specific local project, as defined in paragraph (2), of this definition.

(2) Commit to a specific local project means:

(i) If the project consists of rehabilitation or new construction (with or without acquisition) the participating

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jurisdiction (or State recipient or subrecipient) and project owner have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project under which construction can reasonably be expected to start within twelve months of the agreement date. If the project is owned by the participating jurisdiction or State recipient, the project has been set up in the disbursement and information system established by HUD, and construction can reasonably be expected to start within twelve months of the project set-up date.

(ii)(A) If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or subrecipient) is acquiring the property with HOME funds, the participating jurisdiction (or State recipient or subrecipient) and the property owner have executed a legally binding contract for sale of an identifiable property and the property title will be transferred to the participating jurisdiction (or State recipient or subrecipient) within six months of

the date of the contract.

(B) If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or subrecipient) is providing HOME funds to a family to acquire single family housing for homeownership or to a purchaser to acquire rental housing, the participating jurisdiction (or State recipient or subrecipient) and the family or purchaser have executed a written agreement under which HOME assistance will be provided for the purchase of the single family housing or rental housing and the property title will be transferred to the family or purchaser within six months of the agreement date.

(iii) If the project consists of tenant-based rental assistance, the participating jurisdiction (or State recipient, or subrecipient) has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of Sec. 92.209.

Community housing development organization means a private nonprofit organization that:

- (1) Is organized under State or local laws;
- (2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- (3) Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A community housing development organization may be sponsored or created by a for-profit entity, but:
  - (i) The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.
  - (ii) The for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit entity may not appoint the remaining two-thirds of the board members; and
  - (iii) The community housing development organization must be free to contract for goods and services from vendors of its own choosing;
- (4) Has a tax exemption ruling from the Internal Revenue Service under section 501(c) (3) or (4) of the Internal Revenue Code of 1986 (26 CFR 1.501(c) (3)-1);
- (5) Does not include a public body (including the participating jurisdiction). An organization that is State or locally chartered may qualify as a community housing development organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members;
- (6) Has standards of financial accountability that conform to 24 CFR 84.21, ``Standards for Financial Management Systems;''
- (7) Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;

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- (8) Maintains accountability to low-income community residents by:
  - (i) Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations. For urban areas, ``community'' may be a

neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State); and

(ii) Providing a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing;

(9) Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization; and

(10) Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community before HOME funds are reserved for the organization. However, a newly created organization formed by local churches, service organizations or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community.

Family has the same meaning given that term in 24 CFR 5.403.

HOME funds means funds made available under this part through allocations and reallocations, plus program income.

Homeownership means ownership in fee simple title or a 99 year leasehold interest in a one- to four-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD. The ownership interest may be subject only to the restrictions on resale required under Sec. 92.254(a); mortgages, deeds of trust, or other liens or instruments securing debt on the property as approved by the participating jurisdiction; or any other restrictions or encumbrances that do not impair the good and marketable nature of title to the ownership interest. For purposes of the insular areas, homeownership includes leases of 40 years or more. For purposes of housing located on trust or restricted Indian lands, homeownership includes leases of 50 years. The participating jurisdiction must determine whether or not ownership or membership in a cooperative or mutual housing project constitutes homeownership under State law.

Household means one or more persons occupying a housing unit.

Housing includes manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing, single-room occupancy housing, and group homes. Housing also includes elder cottage housing opportunity (ECHO) units that are small, free-standing, barrier-free, energy-efficient, removable, and designed to be installed adjacent to existing single-family dwellings. Housing does not include emergency shelters (including shelters for disaster victims) or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities and student dormitories.

Insular areas means Guam, the Northern Mariana Islands, the United States Virgin Islands, and American Samoa.

Jurisdiction means a State or unit of general local government.

Low-income families means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Metropolitan city has the meaning given the term in 24 CFR 570.3.

Neighborhood means a geographic location designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or

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similar geographical designation that is within the boundary but does not encompass the entire area of a unit of general local government; except that if the unit of general local government has a population under 25,000, the neighborhood may, but need not, encompass the entire area of a unit of general local government.

Participating jurisdiction means a jurisdiction (as defined in this section) that has been so designated by HUD in accordance with Sec. 92.105.

Person with disabilities means a household composed of one or more persons, at least one of whom is an adult, who has a disability.

(1) A person is considered to have a disability if the person has a physical, mental, or emotional impairment that:

(i) Is expected to be of long-continued and indefinite duration;

(ii) Substantially impedes his or her ability to live independently;

and

(iii) Is of such a nature that such ability could be improved by more suitable housing conditions.

(2) A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that:

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and

(v) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated. Notwithstanding the preceding provisions of this definition, the term "person with disabilities" includes two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted with HOME funds, with the deceased member of the household at the time of his or her death.

Program income means gross income received by the participating jurisdiction, State recipient, or a subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income includes, but is not limited to, the following:

(1) Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

(2) Gross income from the use or rental of real property, owned by

the participating jurisdiction, State recipient, or a subrecipient, that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less costs incidental to generation of the income;

(3) Payments of principal and interest on loans made using HOME funds or matching contributions;

(4) Proceeds from the sale of loans made with HOME funds or matching contributions;

(5) Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions;

(6) Interest earned on program income pending its disposition; and

(7) Any other interest or return on the investment permitted under Sec. 92.205(b) of HOME funds or matching contributions.

Project means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building. For tenant-based rental assistance, project means assistance to one or more families.

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Project completion means that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under Sec. 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD. For tenant-based rental assistance, project completion means the final drawdown has been disbursed for the project.

Reconstruction means the rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.

Single room occupancy (SRO) housing means housing (consisting of single room dwelling units) that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both) if the project consists of new construction, conversion of non-residential space, or reconstruction. For acquisition or rehabilitation of an existing residential structure or hotel, neither food preparation nor sanitary facilities are required to be in the unit. If the units do not contain sanitary facilities, the building must contain sanitary facilities that are shared by tenants.

State means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive officer to act on behalf of the State with regard to the provisions of this part.

State recipient. See Sec. 92.201(b)(2).

Subrecipient means a public agency or nonprofit organization selected by the participating jurisdiction to administer all or a portion of the participating jurisdiction's HOME program. A public



agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The participating jurisdiction's selection of a subrecipient is not subject to the procurement procedures and requirements.

Tenant-based rental assistance is a form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. Tenant-based rental assistance under this part also includes security deposits for rental of dwelling units.

Transitional housing means housing that:

(1) Is designed to provide housing and appropriate supportive services to persons, including (but not limited to) deinstitutionalized individuals with disabilities, homeless individuals with disabilities, and homeless families with children; and

(2) Has as its purpose facilitating the movement of individuals and families to independent living within a time period that is set by the participating jurisdiction or project owner before occupancy.

Unit of general local government means a city, town, township, county, parish, village, or other general purpose political subdivision of a State; a consortium of such political subdivisions recognized by HUD in accordance with Sec. 92.101; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of this part. When a county is an urban county, the urban county is the unit of general local government for purposes of the HOME Investment Partnerships Program.

Urban county has the meaning given the term in 24 CFR 570.3.

Very low-income families means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are

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necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

[61 FR 48750, Sept. 16, 1996, as amended at 67 FR 61755, Oct. 1, 2002]

Effective Date Note: At 69 FR 16765, Mar. 30, 2004, Sec. 92.2 was amended by adding definitions of the terms ``ADDI funds,' ' `displaced homemaker', `first time homebuyer,' `single family housing,' and `single parent', and revising the definition of `state', effective Apr. 29, 2004. For the convenience of the user, the added text follows:

Sec. 92.2 Definitions.

\* \* \* \* \*

ADDI funds means funds made available under subpart M through allocations and reallocations.

\* \* \* \* \*

Displaced homemaker means an individual who:

(1) Is an adult;

(2) Has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and

(3) Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

\* \* \* \* \*

First-time homebuyer means an individual and his or her spouse who have not owned a home during the three-year period prior to purchase of a home with assistance under the American Dream Downpayment Initiative (ADDI) described in subpart M of this part. The term first-time homebuyer also includes an individual who is a displaced homemaker or single parent, as those terms are defined in this section.

\* \* \* \* \*

Single family housing means a one-to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

Single parent means an individual who:

(1) Is unmarried or legally separated from a spouse; and

(2) Has one or more minor children of whom the individual has custody or joint custody, or is pregnant.

\* \* \* \* \*

State means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive officer to act on behalf of the state with regard to the provisions of this part; however, for purposes of the American Dream Downpayment Initiative (ADDI) described in subpart M of this part, the term ``state'' does not include the Commonwealth of Puerto Rico (except for FY2003 ADDI funds).

## Attachment No. 6

Rev. Proc. 96-32, 1996-1 C.B. 717, 1996-20 I.R.B. 14.

### INTERNAL REVENUE SERVICE Revenue Procedure

#### LOW-INCOME HOUSING GUIDELINES

Released: May 1, 1996  
Published: May 13, 1996

26 CFR 601.201: Rulings and determination letters.

Low-income housing guidelines. Guidance on qualification for tax-exemption under section 501(c)(3) is provided for organizations that provide low-income housing. The guidance includes a safe-harbor procedure to determine qualification.

#### SECTION 1. PURPOSE

.01 This revenue procedure sets forth a safe harbor under which organizations that provide low-income housing will be considered charitable as described in § 501(c)(3) of the Internal Revenue Code because they relieve the poor and distressed as described in § 1.501(c)(3)-1(d)(2) of the Income Tax Regulations. This revenue procedure also describes the facts and circumstances test that will apply to determine whether organizations that fall outside the safe harbor relieve the poor and distressed such that they will be considered charitable organizations described in § 501(c)(3). It also clarifies that housing organizations may rely on other charitable purposes to qualify for recognition of exemption from federal income tax as organizations described in § 501(c)(3). These other charitable purposes are described in § 1.501(c)(3)-1(d)(2). This revenue procedure supersedes the application referral described in Notice 93-1, 1993-1 C.B. 290.

.02 This revenue procedure does not alter the standards that have long been applied to determine whether low-income housing organizations qualify for tax-exempt status under § 501(c)(3). Rather, it is intended to expedite the consideration of applications for tax-exempt status filed by such organizations by providing a safe harbor and by accumulating relevant information on the existing standards for exemption in a single document. Low-income housing organizations that have ruling or determination letters and have not materially changed their organizations or operations from how they were described in their applications can continue to rely on those letters.

#### SEC. 2. BACKGROUND OF SAFE HARBOR

.01 Rev. Rul. 67-138, 1967-1 C.B. 129, Rev. Rul. 70-585, 1970-2 C.B. 115, and Rev. Rul. 76-408, 1976-2 C.B. 145, hold that the provision of housing for low-income persons accomplishes charitable purposes by relieving the poor and distressed. The Service has long held that poor and distressed beneficiaries must be needy in the sense that they cannot afford the necessities of life. Rev. Ruls. 67-138, 70-585, and 76-408 refer to the needs of housing recipients and to their inability to secure adequate housing under all the facts and circumstances to determine whether they are poor and distressed.

.02 The existence of a national housing policy to maintain a commitment to provide decent, safe, and sanitary housing for every American family is reflected in several federal housing acts. See, for example, § 2 of the United States Housing Act of 1937, 42 U.S.C. § 1437; § 2 of the Housing Act of 1949, 42 U.S.C. § 1441; § 2 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701t; and §§ 101, 102, and 202 of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. §§ 12701, 12702, and 12721. Not all beneficiaries of these housing acts, however, are necessarily poor and distressed within the meaning of § 1.501(c)(3)-1(d)(2).

.03 In order to support national housing policy, the safe harbor contained in this revenue procedure identifies those low-income housing organizations that will, with certainty, be considered to relieve the poor and distressed. The safe harbor permits a limited number of units occupied by residents with

incomes above the low-income limits in order to assist in the social and economic integration of the poorer residents and, thereby, further the organization's charitable purposes. To avoid giving undue assistance to those who can otherwise afford safe, decent, and sanitary housing, the safe harbor requires occupancy by significant levels of both very low-income and low-income families.

.04 Low-income housing organizations that fall outside the safe harbor may still be considered organizations that offer relief to the poor and distressed based on all the surrounding facts and circumstances. Some of the facts and circumstances that will be taken into consideration in determining whether a low-income housing organization will be so considered are set forth in section 4.

.05 Low-income housing organizations may also qualify for tax-exempt status because they serve a charitable purpose described in § 501(c)(3) other than relief of the poor and distressed. Exempt purposes other than relief of the poor and distressed are discussed in section 6.

.06 To be recognized as exempt from income tax under § 501(c)(3), a low-income housing organization must not only serve a charitable purpose but also meet the other requirements of that section, including the prohibitions against inurement and private benefit. Specific concerns with respect to these prohibitions are set forth in section 7.

### SEC. 3. SAFE HARBOR FOR RELIEVING THE POOR AND DISTRESSED

.01 An organization will be considered charitable as described in § 501(c)(3) if it satisfies the following requirements:

(1) The organization establishes for each project that (a) at least 75 percent of the units are occupied by residents that qualify as low-income; and (b) either at least 20 percent of the units are occupied by residents that also meet the very low-income limit for the area or 40 percent of the units are occupied by residents that also do not exceed 120 percent of the area's very low-income limit. Up to 25 percent of the units may be provided at market rates to persons who have incomes in excess of the low-income limit.

(2) The project is actually occupied by poor and distressed residents. For projects requiring construction or rehabilitation, a reasonable transition period is allowed for an organization to place the project in service. Whether an organization's transition period is reasonable is determined by reference to all relevant facts and circumstances. For projects that do not require substantial construction or substantial rehabilitation, a one-year transition period to satisfy the actual occupancy requirement will generally be considered to be reasonable. If a project operates under a government program that allows a longer transition period, this longer period will be used to determine reasonableness.

(3) The housing is affordable to the charitable beneficiaries. In the case of rental housing, this requirement will ordinarily be satisfied by the adoption of a rental policy that complies with government-imposed rental restrictions or otherwise provides for the limitation of the tenant's portion of the rent charged to ensure that the housing is affordable to low-income and very low-income residents. In the case of homeownership programs, this requirement will ordinarily be satisfied by the adoption of a mortgage policy that complies with government-imposed mortgage limitations or otherwise makes the initial and continuing costs of purchasing a home affordable to low and very low-income residents.

(4) If a project consists of multiple buildings and each building does not separately meet the requirements of sections 3.01(1), (2), and (3), then the buildings must share the same grounds. This requirement does not apply to organizations that provide individual homes or individual apartment units located at scattered sites in the community exclusively to families with incomes at or below 80 percent of the area's median income.

.02 In applying this safe harbor, the Service will follow the provisions listed below:

(1) Low-income families and very low-income families will be identified in accordance with the income limits computed and published by the Department of Housing and Urban Development ("HUD") in Income Limits for Low and Very Low-Income Families Under the Housing Act of 1937. The term "very low-

income" is defined by the relevant housing statute as 50 percent of an area's median income. The term "low-income" is defined by the same statute as 80 percent of an area's median income. However, these income limits may be adjusted by HUD to reflect economic differences, such as high housing costs, in each area. The income limits are then tailored to reflect different family sizes. If HUD's program terminates, the Service will use income limits computed under such program as is in effect immediately before such termination. Copies of all or part of HUD's publication may be obtained by calling HUD at (800) 245-2691 (HUD charges a small fee to cover costs of reproduction).

(2) The retention of the right to evict tenants for failure to pay rent or other misconduct, or the right to foreclose on homeowners for defaulting on loans will not, in and of itself, cause the organization to fail to meet the safe harbor.

(3) An organization originally meeting the safe harbor will continue to satisfy the requirements of the safe harbor if a resident's income increases and causes the organization to fail the safe harbor, provided that the resident's income does not exceed 140 percent of the applicable income limit under the safe harbor. If the resident's income exceeds 140 percent of the qualifying income limit, the organization will not fail to meet the safe harbor if it rents the next comparable non-qualifying unit to someone under the income limits.

(4) To be considered charitable, an organization that provides assistance to the aged or physically handicapped who are not poor must satisfy the requirements set forth in Rev. Rul. 72124, 1972-1 C.B. 145, Rev. Rul. 79-18, 1979-1 C.B. 194, and Rev. Rul. 79-19, 1979-1 C.B. 195. If an organization meets the safe harbor, then it does not need to meet the requirements of these rulings even if all of its residents are elderly or handicapped residents. However, an organization may not use a combination of elderly or handicapped persons and low-income persons to establish the 75-percent occupancy requirement of the safe harbor. An organization with a mix of elderly or handicapped residents and low-income residents may still qualify for tax-exempt status under the facts and circumstances test set forth in section 4.

#### SEC. 4. FACTS AND CIRCUMSTANCES TEST FOR RELIEVING THE POOR AND DISTRESSED

.01 If the safe harbor contained in section 3 is not satisfied, an organization may demonstrate that it relieves the poor and distressed by reference to all the surrounding facts and circumstances.

.02 Facts and circumstances that demonstrate relief of the poor may include, but are not limited to, the following:

(1) A substantially greater percentage of residents than required by the safe harbor with incomes up to 120 percent of the area's very low-income limit.

(2) Limited degree of deviation from the safe harbor percentages.

(3) Limitation of a resident's portion of rent or mortgage payment to ensure that the housing is affordable to low-income and very low-income residents.

(4) Participation in a government housing program designed to provide affordable housing.

(5) Operation through a community-based board of directors, particularly if the selection process demonstrates that community groups have input into the organization's operations.

(6) The provision of additional social services affordable to the poor residents.

(7) Relationship with an existing 501(c)(3) organization active in low-income housing for at least five years if the existing organization demonstrates control.

(8) Acceptance of residents who, when considered individually, have unusual burdens such as extremely high medical costs which cause them to be in a condition similar to persons within the qualifying income limits in spite of their higher incomes.

(9) Participation in a homeownership program designed to provide homeownership opportunities for families that cannot otherwise afford to purchase safe and decent housing.

(10) Existence of affordability covenants or restrictions running with the property.

## SEC. 5. EXAMPLES

.01 Application of the safe harbor and the facts and circumstances test is illustrated by the following examples:

(1) Organization N operates pursuant to a government program to provide low and moderate income housing projects. Seventy percent of N's residents have incomes that do not exceed the area's low-income limit. Fifty percent of N's residents have incomes that are at or below the area's very low-income limit. Under the program, N restricts rents charged to residents below the income limits to no more than 30 percent of the applicable low or very low-income limits for N's area. N is close to meeting the safe harbor. N has a substantially greater percentage of very low-income residents than required by the safe harbor; it participates in a federal housing program; and it restricts its rents pursuant to an established government program. Although N does not meet the safe harbor, the facts and circumstances demonstrate that N relieves the poor and distressed.

(2) Organization O will finance a housing project using tax-exempt bonds pursuant to § 145(d). O will meet the 20-50 test under § 142(d)(1)(A). Another 45 percent of the residents will have incomes at or below 80 percent of the area's median income. The final 35 percent of the residents will have incomes above 80 percent of the area's median income. O will restrict rents charged to residents below the income limits to no more than 30 percent of the residents' incomes. O will provide social services to project residents and to other low-income residents in the neighborhood. Also, O will purchase its project through a government program designed to retain low-income housing stock. O does not meet the safe harbor. However, the facts and circumstances demonstrate that O relieves the poor and distressed.

(3) Organization R provides affordable homeownership opportunities to purchasers determined to be low-income under a federal housing program. The homes are scattered throughout a section of R's community. Beneficiaries under the program cannot afford to purchase housing without assistance. R's program makes the initial and continuing costs of mortgages affordable to the home buyers by providing assistance with down payments and closing costs. Homeowners assisted by R will have the following composition: 40 percent will not exceed 140 percent of the very low-income limit for the area, 25 percent will not exceed the low-income limit, and 35 percent will exceed the low-income limit but will not exceed 115 percent of the area's median income. R does not satisfy the safe harbor. However, the facts and circumstances demonstrate that R relieves the poor and distressed.

(4) Organization U will purchase existing residential rental housing financed using tax-exempt bonds issued in accordance with § 145(d). U will meet the minimum requirements of the 40-60 test of § 142(d)(1)(B). It will provide the balance of its units to residents with incomes at or above area median income levels. U has a community-based board of directors. U does not satisfy the safe harbor. Moreover, the facts and circumstances do not demonstrate that U relieves the poor and distressed.

(5) Organization V provides rental housing in a section of the city where income levels are well below the other parts of the city. All of V's residents are below the very low-income limits for the area, yet they pay rents that are above 50 percent of the area's very low-income limits. V has not otherwise demonstrated that the housing is affordable to its residents. Although the residents are all considered poor and distressed under the safe harbor, V does not relieve the poverty of the residents.

(6) Organization W provides homeownership opportunities to purchasers with incomes up to 115 percent of the area's median income. W does not meet the income levels required under the safe harbor. W's board of directors is representative of community interests, and W provides classes and counseling services for its residents. The facts and circumstances do not demonstrate that W relieves the poor and distressed.

## SEC. 6. EXEMPT PURPOSES OTHER THAN RELIEVING THE POOR AND DISTRESSED

.01 Relief of the poor and distressed, whether demonstrated by satisfaction of the safe harbor described in section 3 of this Revenue Procedure or by reference to the facts and circumstances test described in section 4, does not constitute the only exempt purpose that a housing organization may have. Such organizations may qualify for exemption without having to satisfy the standards for relief of the poor and distressed by providing housing in a way that accomplishes any of the purposes set forth in § 501(c)(3) or § 1.501(c)(3)-1(d)(2). Those purposes include, but are not limited to, the following:

(1) Combatting community deterioration is an exempt purpose, as illustrated by Rev. Rul. 68-17, 1968-1 C.B. 247, Rev. Rul. 68-655, 1968-2 C.B. 213, Rev. Rul. 70-585, 1970-2 C.B. 115 (Situation 3), and Rev. Rul. 76-147, 1976-1 C.B. 151. An organization that combats community deterioration must (1) operate in an area with actual or potential deterioration, and (2) directly prevent or relieve that deterioration. Constructing or rehabilitating housing has the potential to combat community deterioration.

(2) Lessening the burdens of government is an exempt purpose, as illustrated by Rev. Ruls. 85-1 and 85-2, 1985-1 C.B. 178. An organization lessens the burdens of government if (a) there is an objective manifestation by the governmental unit that it considers the activities of the organization to be the government's burdens, and (b) the organization actually lessens the government's burdens.

(3) Elimination of discrimination and prejudice is an exempt purpose, as illustrated by Rev. Rul. 68-655, 1968-2 C.B. 213, and Rev. Rul. 70-585, 1970-2 C.B. 115 (Situation 2). These rulings describe organizations that further charitable purposes by assisting persons in specific racial groups to acquire housing for the purpose of stabilizing neighborhoods or reducing racial imbalances.

(4) Lessening neighborhood tensions is an exempt purpose, as illustrated by Rev. Rul. 68-655, 1968-2 C.B. 213, and Rev. Rul. 70-585, 1970-2 C.B. 115 (Situation 2). It is generally identified as an additional charitable purpose by organizations that fight poverty and community deterioration associated with overcrowding in lower income areas in which ethnic or racial tensions are high.

(5) Relief of the distress of the elderly or physically handicapped is an exempt purpose, as illustrated by Rev. Rul. 72-124, 1972-1 C.B. 145, Rev. Rul. 79-18, 1979-1 C.B. 194, and Rev. Rul. 79-19, 1979-1 C.B. 195. An organization may further a charitable purpose by meeting the special needs of the elderly or physically handicapped.

## SEC. 7. OTHER CONSIDERATIONS

If an organization furthers a charitable purpose such as relieving the poor and distressed, it nevertheless may fail to qualify for exemption because private interests of individuals with a financial stake in the project are furthered. For example, the role of a private developer or management company in the organization's activities must be carefully scrutinized to ensure the absence of inurement or impermissible private benefit resulting from real property sales, development fees, or management contracts.

## SEC. 8. EFFECT ON OTHER DOCUMENTS

Notice 93-1 is superseded.

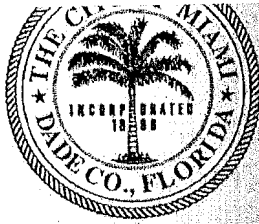
## SEC. 9. EFFECTIVE DATE

This revenue procedure is effective on [date of publication].

## DRAFTING INFORMATION

The principal authors of this revenue procedure are Lynn Kawecky and Marvin Friedlander. For further information regarding this revenue procedure, contact Mr. Kawecky at (202) 622-7305 (not a toll free number).

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# 2010

## INCOME LIMITS CHART

Household Size	Income Category		
	Very Low (50% of Median)	Low (80% of Median)	Moderate (120% of Median)
1	\$24,650	\$39,400	\$59,160
2	\$28,150	\$45,000	\$67,560
3	\$31,650	\$50,650	\$75,960
4	\$35,150	\$56,250	\$84,360
5	\$38,000	\$60,750	\$91,200
6	\$40,800	\$65,250	\$97,920
7	\$43,600	\$69,750	\$104,640
8	\$46,400	\$74,250	\$111,360

DEPARTMENT OF COMMUNITY DEVELOPMENT



Maximum Sales Price  
New and Existing  
Homes

**\$236,000**

Median Income

**\$52,200**



City of Miami • Department of  
**Community  
Development**



SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 7  
HOME RENT LIMIT

U. S. DEPARTMENT OF HUD 05/2010  
STATE: FLORIDA

----- 2010 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>Lakeland-Winter Haven, FL MSA</b>							
LOW HOME RENT LIMIT	461	494	593	685	765	843	922
HIGH HOME RENT LIMIT	580	623	749	857	936	1015	1093
For Information Only:							
FAIR MARKET RENT	620	684	788	999	1173	1349	1525
50% RENT LIMIT	461	494	593	685	765	843	922
65% RENT LIMIT	580	623	749	857	936	1015	1093
<b>Fort Lauderdale, FL HUD Metro FMR Area</b>							
LOW HOME RENT LIMIT	693	743	891	1030	1148	1268	1386
HIGH HOME RENT LIMIT	881	946	1137	1305	1436	1567	1697
For Information Only:							
FAIR MARKET RENT	1010	1130	1358	1878	2385	2743	3101
50% RENT LIMIT	693	743	891	1030	1148	1268	1386
65% RENT LIMIT	881	946	1137	1305	1436	1567	1697
<b>Miami-Miami Beach-Kendall, FL HUD Metro FMR Area</b>							
LOW HOME RENT LIMIT	616	660	791	914	1020	1125	1230
HIGH HOME RENT LIMIT	780	838	1007	1155	1269	1381	1494
For Information Only:							
FAIR MARKET RENT	878	994	1206	1542	1803	2073	2344
50% RENT LIMIT	616	660	791	914	1020	1125	1230
65% RENT LIMIT	780	838	1007	1155	1269	1381	1494
<b>West Palm Beach-Boca Raton, FL HUD Metro FMR Area</b>							
LOW HOME RENT LIMIT	660*	706*	848*	980*	1093*	1206*	1319*
HIGH HOME RENT LIMIT	838*	899*	1081*	1240*	1364*	1486*	1609*
For Information Only:							
FAIR MARKET RENT	910	1066	1259	1780	1834	2109	2384
50% RENT LIMIT	642	688	826	954	1065	1175	1284
65% RENT LIMIT	815	875	1032	1207	1326	1445	1564
<b>Naples-Marco Island, FL MSA</b>							
LOW HOME RENT LIMIT	633	678	813	940	1048	1157	1265
HIGH HOME RENT LIMIT	803	861	1036	1189	1306	1422	1539
For Information Only:							
FAIR MARKET RENT	918	1052	1185	1473	1533	1763	1993
50% RENT LIMIT	633	678	813	940	1048	1157	1265
65% RENT LIMIT	803	861	1036	1189	1306	1422	1539
<b>North Port-Bradenton-Sarasota, FL MSA</b>							
LOW HOME RENT LIMIT	572	613	736	850	948	1046	1144
HIGH HOME RENT LIMIT	724	777	934	1071	1175	1278	1382
For Information Only:							
FAIR MARKET RENT	871	953	1147	1465	1609	1850	2092
50% RENT LIMIT	572	613	736	850	948	1046	1144
65% RENT LIMIT	724	777	934	1071	1175	1278	1382

\* HOME Program Rent held at last year's level.  
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

11#

Real Estate Sale And Purchase
THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* PARTIES: LIBERTY CITY COMMUNITY & ECONOMIC DEVELOPMENT CORPORATION ("Seller"),
2\* and \_\_\_\_\_ ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and
5 any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:

- 7\* (a) Street address, city, zip: \_\_\_\_\_
8\* (b) Property is located in: MIAMI-DADE County, Florida. Real Property Tax ID No: \_\_\_\_\_
9\* (c) Legal description of the Real Property: \_\_\_\_\_

10\* together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
11 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

12 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date
13 of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s),
14 disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door
15 openers, and security gate and other access devices; and (ii) those additional items checked below. If
16 additional details are necessary, specify below. If left blank, the item below is not included:
17\*

- Refrigerator(s) Smoke detector(s) Pool barrier/fence Storage shed
Microwave oven Security system Pool equipment TV antenna/satellite dish
Washer Window/wall a/c Pool heater Water softener/purifier
Dryer Generator Spa or hot tub with heater Storm shutters and
Stand-alone ice maker Above ground pool panels

18 The only other items of Personal Property included in this purchase, and any additional details regarding
19\* Personal Property, if necessary, are: \_\_\_\_\_

20\* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

21\* (e) The following items are excluded from the purchase: \_\_\_\_\_

22\* 2. PURCHASE PRICE (U.S. currency):..... \$ \_\_\_\_\_

23\* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ \_\_\_\_\_

24\* The initial deposit made payable and delivered to "Escrow Agent" named below
25\* (CHECK ONE): [ ] accompanies offer or [ ] is to be made upon acceptance (Effective Date)
26\* or [ ] is to be made within \_\_\_\_\_ (if blank, then 3) days after Effective Date

27\* Escrow Agent Information: Name: \_\_\_\_\_

28\* Address: \_\_\_\_\_ Phone: \_\_\_\_\_

29\* E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

30\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if blank, then 3)
31\* days after Effective Date.....\$ \_\_\_\_\_

32\* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

33\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ \_\_\_\_\_

34\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

35\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
36\* transfer or other COLLECTED funds.....\$ \_\_\_\_\_

37\* NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

38\* 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

39\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_

40\* \_\_\_\_\_, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.

41\* Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
42\* counter-offer is delivered.

43\* (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or
44\* initialed this offer or final counter-offer ("Effective Date").

45\* 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur
46\* and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
47\* ("Closing") on \_\_\_\_\_ ("Closing Date"), at the time established by the Closing Agent.

- 50 **5. EXTENSION OF CLOSING DATE:**  
51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)  
52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,  
53 not to exceed 7 days.  
54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:  
55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'  
56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days  
57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,  
58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not  
59 occurred within \_\_\_\_\_ (if left blank, 14) days after Closing Date, then either party may terminate this  
60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby  
61 releasing Buyer and Seller from all further obligations under this Contract.
- 62 **6. OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall, at Closing, have removed all  
63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,  
64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or  
65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant  
66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from  
67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have  
68 accepted Property in its existing condition as of time of taking occupancy, except with respect to any items  
69 identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement,  
70 treatment or remedy.
- 71 **7. ASSIGNABILITY: (CHECK ONE)** Buyer  may assign and thereby be released from any further liability  
72 under this Contract;  may assign but not be released from liability under this Contract; or  may not assign  
73 this Contract.

#### 74 FINANCING

- 75 **8. FINANCING:**  
76  (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing  
77 contingency to Buyer's obligation to close.  
78  (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA  
79  VA loan on the following terms within \_\_\_\_\_ (if blank, then 30) days after Effective Date ("Loan  
80 Commitment Date") for: **(CHECK ONE):**  fixed,  adjustable,  fixed or adjustable rate loan in  
81 the principal amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Purchase Price, at an initial interest rate  
82 not to exceed \_\_\_\_\_ % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a  
83 term of \_\_\_\_\_ years ("Financing").
- 84 Buyer will make mortgage loan application for the Financing within \_\_\_\_\_ (if blank, then 5) days after  
85 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing  
86 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about  
87 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and  
88 Buyer's lender to disclose such status and progress to Seller and Broker.
- 89 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written  
90 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
91 further obligations under this Contract.
- 92 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of  
93 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by  
94 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and  
95 Seller from all further obligations under this Contract.
- 96 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not  
97 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;  
98 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions  
99 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is  
100 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of  
101 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller  
102 from all further obligations under this Contract.
- 103  (c) Assumption of existing mortgage (see rider for terms).  
104  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

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**CLOSING COSTS, FEES AND CHARGES**

**9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

**(a) COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
  - Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
  - Title search charges (if Paragraph 9(c)(iii) is checked)
  - HOA/Condominium Association estoppel fees
  - Recording and other fees needed to cure title
  - Seller's attorneys' fees
- Other: \_\_\_\_\_

Seller will pay the following amounts/percentages of the Purchase Price for the following costs and expenses:  
(i) up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and  
(ii) up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and  
(iii) up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then, sums equal to 125% of estimated costs to complete the applicable item(s) (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual cost of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

**(b) COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
  - Recording fees for deed and financing statements
  - Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
  - Survey (and elevation certification, if required)
  - Lender's title policy and endorsements
  - HOA/Condominium Association application/transfer fees
  - Loan expenses
  - Appraisal fees
  - Buyer's Inspections
  - Buyer's attorneys' fees
  - All property related insurance
- Other: \_\_\_\_\_

**(c) TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below **(CHECK ONE):**

- (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
- (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
- (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

**(d) SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

**(e) HOME WARRANTY:** At Closing,  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

**(f) SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an

154 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being  
155 imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may**  
156 **be paid in installments (CHECK ONE):**

157\*  (a) **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after**  
158 **Closing. Installments prepaid or due for the year of Closing shall be prorated.**

159\*  (b) **Seller shall pay the assessment(s) in full prior to or at the time of Closing.**

160 **IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.**

161 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
162 (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to  
163 STANDARD K.

#### 164 DISCLOSURES

#### 165 10. DISCLOSURES:

- 166 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
167 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
168 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
169 radon and radon testing may be obtained from your county health department.
- 170 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure,  
171 Seller does not know of any improvements made to the Property which were made without required  
172 permits or made pursuant to permits which have not been properly closed.
- 173 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
174 desires additional information regarding mold, Buyer should contact an appropriate professional.
- 175 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood  
176 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
177 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"  
178 or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may  
179 terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which  
180 Buyer accepts existing elevation of buildings and flood zone designation of Property.
- 181 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
182 required by Section 553.996, F.S.
- 183 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is  
184 mandatory.
- 185 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**  
186 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**  
187 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 188 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
189 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED**  
190 **TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
191 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**  
192 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**  
193 **COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 194 (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax  
195 Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash  
196 at Closing.
- 197 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are  
198 not readily observable and which have not been disclosed to Buyer.

#### 199 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

200 11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs,  
201 replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but  
202 not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance  
203 Requirement").

#### 204 12. PROPERTY INSPECTION AND REPAIR:

- 205 (a) **INSPECTION PERIOD:** By the earlier of 15 days after Effective Date or 5 days prior to Closing Date  
206 ("Inspection Period"), Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections  
207 described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d)  
208 below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's  
209 obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract  
210 does not close, Buyer will repair all damage to Property resulting from Buyer's inspections, return Property to  
211 its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its  
212 completion.

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

213 (b) **GENERAL PROPERTY INSPECTION AND REPAIR:**

214 (i) **General Inspection:** Those items specified in Paragraph 12(b)(ii) below, which Seller is obligated to repair  
215 or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in  
216 and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida  
217 license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection  
218 Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by  
219 delivering to Seller either a written notice or a copy of the portion of Professional Inspector's written report  
220 dealing with such items.

221 (ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage:  
222 ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The  
223 above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical,  
224 electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and  
225 shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio  
226 screens), fogged windows, and missing roof tiles or shingles will be repaired or replaced by Seller prior to  
227 Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic  
228 Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means  
229 operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic  
230 imperfections that do not affect Working Condition of the item, including, but not limited to, pitted marcite;  
231 tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes,  
232 scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in  
233 walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked  
234 roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair  
235 or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

236 (iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to  
237 bring items into the condition specified in Paragraph 12(b)(ii) above. Seller will, within 5 days after receipt of  
238 Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items  
239 estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection  
240 made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If  
241 Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and  
242 Seller together will choose, and equally split the cost of, a third Professional Inspector, whose written report  
243 will be binding on the parties.

244 If costs to repair General Repair Items equals or is less than the General Repair Limit, Seller will have repairs  
245 made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General  
246 Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the  
247 excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which  
248 repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair  
249 Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's  
250 continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party  
251 may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from  
252 all further obligations under this Contract.

253 (c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

254 (i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO  
255 Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation  
256 ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written  
257 report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO")  
258 means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying  
259 fungi, that damages or infests seasoned wood in a structure, excluding fences.

260 (ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO  
261 Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at  
262 Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller  
263 will, within 5 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by  
264 an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a  
265 copy delivered to Buyer. Seller will have treatments and repairs made in accordance with Paragraph 12(f)  
266 below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to  
267 Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may  
268 deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall  
269 make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property  
270 in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance  
271 Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this

272 Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and  
273 Seller from all further obligations under this Contract.

274 (d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

275 (i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to  
276 determine whether there exist any open or expired building permits or unpermitted improvements to the  
277 Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the  
278 existence of any open or expired building permits or unpermitted improvements to the Property.

279 (ii) **Close-Out of Building Permits:** Seller will, within 5 days after receipt of Buyer's Permit Inspection  
280 notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed  
281 person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit  
282 Limit have open and expired building permits identified by Buyer or known to Seller closed by the applicable  
283 governmental entity, and obtain and close any required building permits for improvements to the Property.  
284 Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired  
285 building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained  
286 required building permits for improvements to the Property. If final permit inspections cannot be performed due  
287 to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final  
288 inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit,  
289 thereby releasing Buyer and Seller from all further obligations under this Contract.

290 If cost to close open or expired building permits or to remedy any permit violation of any governmental entity  
291 exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may  
292 elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller  
293 accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive  
294 credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the  
295 other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing  
296 Buyer and Seller from all further obligations under this Contract.

297 (e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior  
298 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and  
299 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal  
300 Property are on the Property and to verify that Seller has maintained the Property as required by the  
301 Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all  
302 other contractual obligations.

303 (f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**

304 All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately  
305 licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality,  
306 value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except  
307 as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable  
308 repair, treatment and maintenance contracts and warranties to Buyer.

309 **ESCROW AGENT AND BROKER**

310 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds  
311 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
312 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions  
313 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting  
314 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent  
315 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties  
316 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow  
317 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall  
318 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction  
319 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such  
320 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,  
321 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate  
322 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve  
323 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

324 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
325 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable  
326 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.  
327 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is  
328 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing  
329 or termination of this Contract.

330 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
331 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate



332 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
333 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
334 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
335 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
336 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**  
337 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**  
338 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
339 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
340 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees  
341 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection  
342 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
343 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
344 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
345 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
346 recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services  
347 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such  
348 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective  
349 vendors and paying their other costs under this Contract whether or not this transaction closes. This  
350 Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes  
351 of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or  
352 termination of this Contract.

#### 353 **DEFAULT AND DISPUTE RESOLUTION**

##### 354 **15. DEFAULT:**

355 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
356 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the  
357 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this  
358 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further  
359 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity  
360 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon  
361 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,  
362 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay  
363 to Cooperating Broker.

364 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
365 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
366 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting  
367 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
368 performance.

369 This Paragraph 15 shall survive Closing or termination of this Contract.

##### 370 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 371 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be 372 settled as follows:

373 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
374 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under  
375 Paragraph 16(b).

376 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
377 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
378 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
379 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
380 may be resolved by instituting action in the appropriate court having jurisdiction of the matter.

381 This Paragraph 16 shall survive Closing or termination of this Contract.

##### 382 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 383 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 384 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to 385 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting 386 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### 387 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

##### 388 **18. STANDARDS:**

###### 389 **A. TITLE:**

390 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
391 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

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**STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

393 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or  
394 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the  
395 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject  
396 only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions  
397 and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
398 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
399 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to  
400 rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)  
401 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
402 unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the  
403 Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above,  
404 then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title  
405 Standards adopted by authority of The Florida Bar and in accordance with law.

406 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify  
407 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it  
408 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after  
409 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")  
410 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,  
411 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will  
412 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will  
413 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's  
414 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of  
415 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days  
416 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure  
417 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date  
418 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or  
419 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from  
420 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,  
421 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
422 thereby releasing Buyer and Seller from all further obligations under this Contract.

423 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
424 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable  
425 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such  
426 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than  
427 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey  
428 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior  
429 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
430 preparation of such prior survey, to the extent the affirmations therein are true and correct.

431 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
432 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

433 **D. LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and  
434 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent  
435 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease  
436 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by  
437 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)  
438 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver  
439 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing  
440 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
441 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who  
442 shall assume Seller's obligation thereunder.

443 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing  
444 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs  
445 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or  
446 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general  
447 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all  
448 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for  
449 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid  
450 or will be paid at Closing.

451 **F. TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract

452 **STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

453 which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.  
454 (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

455 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
456 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
457 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
458 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of  
459 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in  
460 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force  
461 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent  
462 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this  
463 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer  
464 and Seller from all further obligations under this Contract.

465 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
466 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described  
467 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by  
468 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

469 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

470 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the  
471 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title  
472 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

473 (ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale,  
474 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective  
475 instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.  
476 Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements,  
477 survey, base elevation certification, and other documents required by Buyer's lender.

478 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title  
479 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the  
480 escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to**  
481 **COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to  
482 Seller.

483 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
484 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow  
485 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period  
486 of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer  
487 shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt  
488 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds  
489 paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with  
490 such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to  
491 Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the  
492 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be  
493 available to Buyer by virtue of warranties contained in the deed or bill of sale.

494 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
495 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
496 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents  
497 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in  
498 which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by  
499 prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to  
500 Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current  
501 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing  
502 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be  
503 prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then  
504 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of  
505 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated  
506 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which,  
507 request shall be made to the County Property Appraiser for an informal assessment taking into account available  
508 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of  
509 current year's tax bill. This STANDARD K shall survive Closing.

510 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,  
511 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a

**STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

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walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

**T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

**ADDENDA AND ADDITIONAL TERMS**

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557  
558\*

**19. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> A. Condominium Assn.      | <input type="checkbox"/> L. Right to Inspect/<br>Cancel                         | <input type="checkbox"/> R. Rezoning                        | <input type="checkbox"/> Y. Seller's Attorney<br>Approval              |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> M. Defective Drywall                                   | <input type="checkbox"/> S. Lease Purchase/<br>Lease Option | <input type="checkbox"/> Z. Buyer's Attorney<br>Approval               |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> N. Coastal Construction<br>Control Line                | <input type="checkbox"/> T. Pre-Closing<br>Occupancy        | <input type="checkbox"/> AA. Licensee-Personal<br>Interest in Property |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> O. Insulation Disclosure                               | <input type="checkbox"/> U. Post-Closing<br>Occupancy       | <input type="checkbox"/> BB. Binding Arbitration                       |
| <input type="checkbox"/> E. FHA/VA Financing       | <input type="checkbox"/> P. Pre-1978 Housing<br>Statement (Lead<br>Based Paint) | <input type="checkbox"/> V. Sale of Buyer's<br>Property     | <input type="checkbox"/> Other _____                                   |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> Q. Housing for Older<br>Persons                        | <input type="checkbox"/> W. Back-up Contract                | _____  |
| <input type="checkbox"/> G. Short Sale             |   | <input type="checkbox"/> X. Kick-out Clause                 | _____  |
| <input type="checkbox"/> H. Homeowners' Insurance  |   |   | _____  |
| <input type="checkbox"/> I. FIRPTA                 |   |   | _____  |
| <input type="checkbox"/> J. Interest-Bearing Acct. |   |   | _____  |
| <input type="checkbox"/> K. "As Is"                |   |   | _____  |

559\* 20. ADDITIONAL TERMS: \_\_\_\_\_  
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**COUNTER-OFFER/REJECTION**

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 571\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 572 deliver a copy of the acceptance to Seller).

573\*  Seller rejects Buyer's offer.

574 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE**  
 575 **OF AN ATTORNEY PRIOR TO SIGNING.**

576 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

577 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*  
 578 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*  
 579 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*  
 580 *persons.*

581 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO  
 582 BE COMPLETED.

583\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

584\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

585\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

586\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

587 Buyer's address for purposes of notice	Seller's address for purposes of notice
588* _____	_____
589* _____	_____
590* _____	_____

591 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled  
 592 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent  
 593 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
 594 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
 595 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
 596 made by Seller or Listing Broker to Cooperating Brokers.

597* _____	_____
598 <b>Cooperating Sales Associate, if any</b>	<b>Listing Sales Associate</b>

599* _____	_____
600 <b>Cooperating Broker, if any</b>	<b>Listing Broker</b>

SUPPORT DOCUMENTATION FOR FORM 1023  
FOR  
LIBERTY CITY COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION  
FEIN# 27-1629040

ATTACHMENT 8  
SAMPLE HOMEOWNER CONTRACTS AND LEASES

# Residential Lease Agreement

This RESIDENTIAL LEASE AGREEMENT made and entered into this day of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the following two parties:

**LANDLORD:** LIBERTY CITY COMMUNITY ECONOMIC DEVELOPMENT CORPORATION

**TENANT(s):** \_\_\_\_\_

WHEREAS TENANT is desirous of leasing the Property described below from LANDLORD upon the terms and conditions as hereinafter set forth and WHEREAS the parties have reached an agreement with respect to the lease of said realty and wish to reduce the same into writing now, therefore in consideration of the rental monies hereinafter referred to, These mutual covenants of the parties is hereinafter referred to and other good and valuable consideration it is mutually agreed as follows:

(1) **AGREEMENT TO LEASE:** LANDLORD agrees to rent the residential real property hereinafter described below to Tenant upon the terms and conditions as hereinafter recited.

Unit # \_\_\_\_\_

Address: \_\_\_\_\_

(2) **USAGE:** The real property hereinafter described shall be used solely for that of a residence and for no other purpose. TENANT specifically agrees not to operate a business out of the subject real estate. TENANT shall not permit any unlawful or illegal activity on said realty with the full understanding that the resident family consist of the following adults:

Name	SS#	Driver's License
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and the following children

Name	Age	Name	Age
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and no more. The TENANT agrees not to have pets or animals of any kind except as is provided in Chapter 413 of the Florida Statutes.

(3) TERM: The term of this lease shall commence on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and end on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

After the initial term ends, this Lease Agreement shall continue for successive terms of one month each unless either party terminates it by giving the other party written notice at least 15 days prior to the expiration of the current month or unless this Lease Agreement is automatically terminated as permitted by paragraph 14 of this lease Agreement.

(4) RENTAL: The rent shall be \$ \_\_\_\_\_ per month. It shall be due and payable on the 1st day of every month, in advance, so long as this Lease Agreement is in force and effect. Rental shall be payable to the LANDLORD at the following address:

LIBERTY CITY COMMUNITY ECONOMIC DEVELOPMENT CORPORATION .  
4800 NW 12 Ave, MIAMI, FL 33127  
ATTENTION: PROPERTY MANAGER

or at such other place as LANDLORD may designate in writing. TENANT further agrees to pay an additional fee of five percent (5%) of the monthly rent for each rental payment received by the LANDLORD after the 5th of every month that the lease is in effect. Furthermore, in the event that TENANT has been served with a three day notice after the 5th day of the rental month, there will be an automatic \$15.00 administrative fee for the preparation and service of said notice.

(5) SECURITY DEPOSIT: Tenant shall pay a security deposit of \$ \_\_\_\_\_. This amount shall be paid at the time that the Tenant signs this Lease Agreement. The LANDLORD acknowledges receipt from the TENANT the sum of said deposit which shall be held in a non-interest bearing account by the LANDLORD as security for the full and faithful performance by TENANT of each and every term, covenant, and condition of this lease on the part of the TENANT. If any of the rents herein reserved or any other sum payable by TENANT to LANDLORD shall be overdue and unpaid or should the LANDLORD make payments on behalf of TENANT or should the TENANT fail to perform any of the terms of this lease then the LANDLORD may at his option and without prejudice to any other remedy which LANDLORD may have on account thereof appropriate and apply said deposit or so much thereof as may be necessary to compensate LANDLORD for payment of the rents or other sums due from TENANT or toward any loss, damage, or expense sustained by the LANDLORD resulting from such default on the part of the TENANT and on such event TENANT shall forthwith upon demand restore such security to the original sum deposited. It is specifically understood that any damages sustained by the LANDLORD is not limited to the amount of the security deposit. At the expiration of this Lease, Tenant shall immediately furnish to LANDLORD TENANT'S forwarding address.

(6) UTILITIES AND SERVICES: The party checked below shall be responsible for arranging for and paying for the following services and agrees to hold the other party harmless from any claims or demands made by such utility or supplier of services.



<u>Utilities and Services.</u>	<u>Landlord</u>	<u>Tenant</u>
(a) Gas	_____	_____
(b) Electricity	_____	_____
(c) Water	_____	_____
(d) Telephone	_____	_____
(e) Garbage Collection	_____	_____
(f) Sewer	_____	_____
(h) Lawn Maintenance	_____	_____
(i) Pest Control	_____	_____
(j) Air Conditioning	_____	_____
(k) Heating	_____	_____
(l) Other	_____	_____

LANDLORD shall not be liable for damage or for any interruption in the supply of any utility to the premises nor shall such interruption be any grounds for an abatement of any of the rents hereunder. TENANT shall not voluntarily, involuntarily, or by operation of law assign, transfer, mortgage or otherwise encumber this lease or any interest of TENANT herein in the whole or in part and agrees not to sublet the whole or any part of the realty.

(7) **APPLIANCE REPAIR/ALTERATIONS:** The TENANT shall not paint, decorate, remodel, otherwise embellish or change, and suffer or make any additions or alterations to be made in or to the leased premises without prior WRITTEN consent of the LANDLORD, nor make or suffer any waste on the demised premises. TENANT agrees to keep and maintain the demised premises and every part thereof in good order and condition and to deliver all real and personal property belonging to the LANDLORD in good clean and tenable order and condition excepting the ordinary wear and tear. The TENANT agrees with LANDLORD that during the term of this agreement the TENANT will at all times keep and maintain the leased premises and all equipment and fixtures herein in the same condition as they existed at the signing of this lease agreement, reasonable wear and tear excepted. No additional appliances, shelves, plumbing, or machinery shall be added or installed without prior WRITTEN consent of the LANDLORD. That the LANDLORD agrees that in the event of a failure of a major appliance through no fault of TENANT, reasonable wear and tear excepted, that if a repair cost shall exceed \$50.00 said cost shall be born by LANDLORD.

(8) **FIRE AND OTHER CASUALTY:** If the demised premises shall be destroyed by fire or other casualty so as to effectively render the premises untenable and the premises shall thereafter remain untenable for a period of two (2) weeks this agreement may be terminated by either party giving written notice of such election.

(9) **INDEMNITY:** TENANT agrees to indemnify and save the LANDLORD harmless from any and all liability, loss, or damage arising from any nuisance made or suffered on the demised premises by the TENANT, his family friends, relatives, invitees, agents, or servants, or from any carelessness, neglect, or improper conduct of any such persons. All personal property and any part of their residence within the control of the TENANT shall be at the sole risk of tenant. The LANDLORD shall not be liable for damages to or loss of any property of any kind which might be lost, damaged, or destroyed by fire, water, steam, defective refrigeration, elevator or otherwise while on the demised premises or in any storage space in the building or for any personal injury unless caused by the negligence of the LANDLORD. TENANT may maintain his own renter's insurance policy to cover such loses.

(10) KEYS AND LOCKS: LANDLORD will furnish TENANT with a key to all the locks on the premises and TENANT agrees to maintain said locks and keys and to deliver up the keys to the premises on the expiration and termination of this lease. Delivery of the keys by the TENANT to the LANDLORD or to anyone on his behalf shall not constitute a surrender or acceptance of surrender of the leased premises unless stipulated in writing by the LANDLORD. In the event that TENANT shall change any lock on the subject premises he shall forthwith provide the LANDLORD keys to such locks.

(11) REGULATIONS: TENANT agrees to conform to such lawful rules and regulations of which are reasonably related to the purpose and provisions of this lease as shall from time to time be established by LANDLORD in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are part and for the benefit, safety, and convenience of all the occupants of said building. The TENANT agrees to keep the unit clean; use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended; not litter the grounds or common areas of the complex; not destroy, deface, damage or remove any part of the unit, common areas, or project grounds; give the LANDLORD prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and remove garbage and other waste from the unit as required by the LANDLORD and State of Florida. The TENANT agrees not to engage in or permit any member of the TENANT'S household, guest or other person under the TENANTS control to engage in criminal activity; including drug-related criminal activity, the unlawful discharge of firearms, acts of violence or threats of violence, whether in the unit or elsewhere on or near the project. That under no circumstances will the TENANT allow or permit their guest, child or children to loiter, play in the halls, lobby, porches or staircases of said building or in any other way to annoy the TENANTS of other apartments. The LANDLORD does thereby reserve the right to terminate this lease at any time these conditions are permitted to exist. The TENANT must live in the unit and the unit must be the TENANT'S only place of residence. The TENANT shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Income Eligibility, The TENANT agrees not to assign this lease nor sub-let any part of the premises here leased, except with the WRITTEN consent of the owner and only at a price which shall be in amount not less than the proportional rate for the full term; not to use said premises for any purpose other than as a private dwelling for the members of the resident family. The TENANT agrees to pay the cost of all damages to the unit, common areas or project grounds, caused by the TENANT, or any of the resident family or guests, and do so within 30 days after receipt of the LANDLORD's demand for the repair charges; and rent for the period the unit is damaged whether or not the unit is habitable.

(12) DANGEROUS MATERIALS: TENANT shall not keep or have on the leased premises any article or thing of a dangerous, flammable, corrosive, or explosive character that might unreasonably increase the danger of fire or explosion on the leased premises or that might be considered hazardous by any responsible insurance company.

(13) RIGHT OF ENTRY: The LANDLORD may enter upon the demised premises at any reasonable time or in case of emergency to examine the condition thereof, to show the premises to respective purchasers, or tenants, or to make repairs thereto. At the election of the LANDLORD he may paint, clean, redecorate the premises, remove signs therefrom or post signs thereon, or replace or install pipes, wires, tubes, coverings plumbing and heating equipment therein. During the last thirty (30) days of the lease the

LANDLORD or his agent shall have privilege of displaying on the demised premises signs for the sale or rental of the property.

(14) **DEFAULT:** In the event of a default made by TENANT in the terms and conditions of this lease, the TENANT shall become tenant in sufferance thereby waiving all rights of notice to vacate said premises. LANDLORD shall be entitled to reenter and retake possession immediately of the demised premises. If any installment of rent shall remain unpaid for three (3) days after it shall be due, LANDLORD may take such action as is provided for him under the laws of the State of Florida. Each of the following shall be deemed a default and breach of lease agreement.

- (a) Failure to make payments as herein above provided or any part thereof.
- (b) Failure to do, observe, keep, and perform any of the terms, covenants, conditions, agreements, and provisions hereof.
- (c) The adjudication of the TENANT as bankrupt or the making by the TENANT of a general assignment for the benefit of creditors.

In the event of a default in this agreement a LANDLORD may at their option, terminate this agreement and shall be entitled to immediate possession of the subject realty and the LANDLORD may institute summary eviction or distress proceedings against the TENANT, take up other civil proceedings or actions to obtain possession of the premises. Further, the LANDLORD may consider any personal property belonging to the TENANT and left on the premises to be the property of the LANDLORD and the LANDLORD may dispose of such property in any manner LANDLORD shall deem proper and LANDLORD shall be relieved of all liability for doing so.

(15) **HOLDOVER BY TENANT:** Should TENANT remain in possession of the demised premises with the consent of the LANDLORD after the natural expiration of a lease, a new tenancy from month to month shall be created between the LANDLORD and TENANT which shall be subject to all the terms and conditions hereof but shall be terminable on fifteen (15) days written notice served by either LANDLORD or TENANT on the other party. In the event TENANT shall remain in possession of the demised premises without the consent of the LANDLORD, the LANDLORD may demand double rental for the property as provided for in Florida Statute, Chapter 83.

(16) **ATTORNEY'S FEES:** In the event that any legal action is filed concerning this Residential Lease Agreement, breach thereof, or arises out of the possession of the subject property by the TENANT, the LANDLORD shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney's fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by TENANT to LANDLORD within five days of rendition of a bill to TENANT concerning such costs and expenses.

(17) **RELATIONSHIP OF THE PARTIES:** Nothing contained in this lease shall be deemed to constitute or to construe to create the relationship of principal, agent, partnership, joint ventures, or any other relationship between the parties hereto other than the relationship of LANDLORD and TENANT. TENANT shall have no right, power, authority of right hereunder to incur or create any obligation with respect to the subject real estate that would create or constitute a lien or claim in favor of themselves or any other third parties.

(18) NO WAIVERS: The failure of the LANDLORD to insist upon strict performance of any provision of this lease or the failure of the LANDLORD to exercise any right, or options, or remedy shall not be construed as a waiver for the future of any such provision, right, option or remedy as a waiver of a subsequent breach thereof. The waiver of one breach of any term or condition contained in this agreement shall not be considered to be a waiver of that or any other term contained herein.

(19) NOTICES: Every notice, request or other communication to be given under this lease or by law shall be sent by the United States mail, postage prepaid, and shall be addressed to the LANDLORD of the address listed above and to the TENANT at the address of the property, or shall be served by individual service or by posting to the premises.

(20) RECORDING: This lease shall not be recorded among public records of Miami-Dade County and recording thereof shall constitute an additional breach of this agreement.

(21) PARTIAL-INVALIDITY: If any provision of this lease shall be held invalid, the remainder thereof shall not be affected by such partial invalidation.

(22) ENTIRE AGREEMENT: This lease including all exhibits, rider and addendum, if any, attached hereto sets forth the entire agreement between the parties. All prior conversations or writings between the parties hereto or the representative are merged herein and extinguished. This lease shall not be modified except by writing subscribed by all parties.

(23) BENEFIT: This agreement shall insure to the benefit of the heirs, executors and assigns the parties to this agreement.

(24) PERSONAL PROPERTY AND FURNISHINGS: The items of personal property and furnishings listed on Attachment 2, Unit Inspection, are included in this lease agreement and TENANT acknowledges receipt of the articles listed thereon and agrees to assume full responsibility for same and to replace all missing or damaged articles and to return said items at the termination or expiration of this lease in good condition, ordinary wear and tear excepted.

(25) CONSTRUCTION: This agreement shall be interpreted, and construed without references to any rule requiring that it be interpreted or construed against the party causing it to be drafted.

(26) ABANDONMENT: If at any time during the term of the lease TENANT abandons the demised premises or any part thereof, LANDLORD may, as LANDLORD's option, enter the premises by any means, without being liable for any prosecution therefor and without becoming liable to TENANT for damages or for any payment of any kind whatsoever, and LANDLORD may, at LANDLORD's discretion, as agent for TENANT, relet the demised premises or any part thereof, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at LANDLORD's option, hold TENANT liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if the lease had continued in force and the net rent for such period realized by LANDLORD by means of such reletting. If LANDLORD's right of reentry is exercised following

abandonment of the premises by the TENANT, then LANDLORD may consider any personal property belonging to TENANT and left on the premises to also have been abandoned, in which case LANDLORD may dispose of all such personal property in any manner that LANDLORD shall deem appropriate and is hereby relieved of all liability for so doing.

(27) The TENANT understands that the monthly rent is less than the market rent due on this unit because of government subsidy that was used to develop it. Each year, approximately 90 days prior to your renewal date, the Landlord may request information needed to recertify your eligibility. The TENANT agrees to provide information on his/her income, family composition or other factors as required by the LANDLORD. Failure of the TENANT to supply prior to the renewal date all required information on income, composition, and eligibility factors of the tenant household, including failure to meet the disclosure and verification requirement for social security numbers will be considered material noncompliance and cause for termination of tenancy. Providing false information can be cause for cancellation of this lease.

(28) RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guide lines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

(29) The TENANT certifies that he/she has received a copy of this Agreement and the following Attachments to this agreement and understands that these Attachments are part of this Agreement.

- (a) Attachment No. 1- Certification and Recertification of Tenant Eligibility.
- (b) Attachment No. 2- Unit Inspection
- (c) Attachment No. 3- House Rules
- (d) Attachment No. 4 - Drug-Free and Safe House

Wherefore, the parties by signing their names below agree to the terms of this Residential Lease Agreement.

**TENANT:**

\_\_\_\_\_  
Signature

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

**TENANT:**

\_\_\_\_\_  
Signature

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

**LANDLORD- LIBERTY CITY COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Authorized Agent

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