



INFILL HOUSING INITIATIVE PROGRAM GUIDELINES



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

Revised November 14, 2017

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Table of Contents

	<u>Page</u>
I. PURPOSE	5
II. DEFINITIONS	5
III. DEVELOPING INFILL PROGRAM PROPERTIES	9
A. Initial Preliminary Review	
B. Availability of County Property	
C. Not-for-Profit Developers Requesting Conveyance of County Lots Pursuant to Section 125.379 or Section 125.38, Florida Statutes	
D. Evaluation and Scoring of Proposals	
E. County Liens and Citations, County Deed and Tri-Party Agreement	
IV. NOT- FOR-PROFIT DEVELOPERS WHO REQUEST COUNTY LOTS UNDER SECTION 125.379 AND SECTION 125.38, FLORIDA STATUTES	16
A. Awarding Lots under Section 125.379 and Section 125.38, Florida Statutes	
B. Awarding County Lots	
V. DEVELOPING PRIVATELY-OWNED LOTS	16
A. Applying to the Infill Program	
B. Architectural Plans Review	
VI. SIGNAGE	17
VII. INFILL PROGRAM ASSISTANCE PROGRAMS	17
A. Homebuyer Assistance	
B. Infill Developer Assistance / Incentives	

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

VIII. MINIMUM INFILL UNIT SPACE REQUIREMENTS	18
A. Submittal	
B. Applicable State, Federal and Local Laws, Requirements and Codes	
C. Site Requirements	
D. Minimum Net Space Requirements	
E. Other Requirements	
F. Inspection Requirements	
G. Optional Provisions	
H. Duplexes, Triplexes, and Fourplexes	
IX. INFILL DEVELOPER’S PROGRESS REPORTS	24
X. EXTENSION REQUESTS	24
XI. BUILDING PERMIT EXPEDITE PROCESS	25
XII. QUALIFYING ELIGIBLE HOUSEHOLD/HOMEBUYER	25
A. Homeownership Counseling	
B. First Time Homebuyer Requirements	
C. Income Verification	
XIII. MAXIMUM SALE PRICE OF AFFORDABLE HOME	26
XIV. CLOSING PROCESS	26
XV. RELEASE OF COUNTY LIENS AND CITATIONS	28
XVI. REFUND OR DEFERRAL OF IMPACT FEES	28
XVII. RESALE AND REFINANCE PROCESS	29
A. Notice of Sale or Refinance	
B. Maximum Resale Price Multiplier Formula	
C. Capital Improvements	
D. Closing Process	

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

XVIII. RENTAL EXCEPTION PROCESS	31
XIX. ENFORCEMENT	32
A. Enforcement	
B. Notice(s) to Cure	
C. Disqualification of Infill Developers	
XX. PROGRAM FEES	33
XXI. INFILL PROGRAM CONTACT INFORMATION	34
EXHIBITS	
“A” Tri-Party Agreement	35
“B” Application for Private Lots	46
“C” Infill Developer’s Progress Report	47
“D” Application to Request Extension	49
“E” Application for Release of County Liens and Citations	51
“F” Impact Fee Refund Application	52
“G” Compliance Certificate (for resale or refinance)	54
“H” Rental Application	55
“I” Restrictive Covenant for Home Buyers	56
“J” Hold Harmless Affidavit	65

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

I. PURPOSE

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

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

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

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

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

II. DEFINITIONS

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

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

Maximum Sale Price: Up to \$205,000.00 for County-owned properties and \$215,000 for Private Properties or such other amount set by the Board of County Commissioners, not to exceed an amount affordable at the maximum target income range set forth in Chapter 17, Article VII of the Code of Miami-Dade County, taking into account (a) family size; (b) an annual fixed interest rate based on a thirty (30) year mortgage term; (c) payment of up to five percent (5%) down payment by a Eligible Household; and (d) an estimation of annual property taxes, assessments, loan insurance and financing fees, allowances for property maintenance and repairs, homeowners insurances, homeowner association fees, if any, and allowances for utilities. The sales price set forth herein, i.e. \$205,000.00 for County-owned properties and \$215,000.00 for Private Properties, shall remain the maximum sale price for said units for a period of one (1) year from the effective date of this Implementing Order. The Department Director shall annually review the affordability of the maximum sale price, and, in the event the Department Director determines that it is necessary to increase or decrease said sale price, the Department Director shall recommend a new sale price for approval by the Board of County Commissioners.

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

III. DEVELOPING INFILL PROGRAM PROPERTIES

A. Initial Preliminary Review

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

B. Availability of County Property

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

D. Evaluation and Scoring of Proposals

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

1. Proposer's Experience and Past Performance:

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

2. Development Team, Key Personnel and Functions:

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

3. Proposed Approach to Providing Services:

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

4. Building Plans for Proposed Models:

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

5. Proposers Financial Capacity:

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

B. Awarding County Lots

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

V. DEVELOPING PRIVATELY-OWNED LOTS

A. Applying to the Infill Program

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

B. Architectural Plans Review

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

VI. SIGNAGE

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

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

VII. INFILL PROGRAM ASSISTANCE PROGRAMS

A. Homebuyer Assistance

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

B. Infill Program Assistance/Incentives

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

VIII. MINIMUM INFILL UNIT SPACE REQUIREMENTS

A. Submittal

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

C. Site Requirements

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

D. Minimum Net Space Requirements

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

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

*Does not apply to multifamily new construction.

2. Bedroom Closet Dimensions (feet)

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

3. Linen Storage shall be provided as follows:

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

4. General Storage

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

b. General Storage Requirements (Square Feet)

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

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

5. Bathrooms

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

6. Kitchen

- a. Kitchen Minimum Space Requirements (square feet)

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

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

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

E. Other Requirements

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

F. Inspection Requirements

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

G. Optional Provisions

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

H. Duplexes, Triplexes and Fourplexes

1. Only side by side design will be approved.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

XI. BUILDING PERMIT EXPEDITE PROCESS

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

XII. QUALIFYING ELIGIBLE HOUSEHOLD/HOMEBUYER

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

A. Homeownership Counseling

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

B. First-Time Homebuyer Requirements

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

C. Income Verification

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

XIII. MAXIMUM SALE PRICE OF AFFORDABLE HOME

The Infill Program sets a maximum sale price for homes built through the Infill Program, and maximum sale price may or may not be the same as the maximum sale price set by County funding programs such as Surtax or SHIP. In the event said maximum sale prices differ, the applicable maximum sale price shall be the maximum sales price allowed by the Infill Program, **which is currently \$205,000 for County lots and \$215,000 for Private lots or appraised value, whichever is lower.**

XIV. CLOSING PROCESS

- A. Prior to closing and following the closing on an eligible home, the Infill Developer shall provide copies of the following documentation to the Infill Program:
 1. Certificate of Qualification for the Homebuyer
 2. Executed HUD Closing Statement

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

3. Recorded “Affordable Housing Restrictive Covenant” executed by buyer (See Exhibit “I”).
4. Recorded copy of Warranty Deed transferring title from the Infill Developer to the Qualified Household. **Said deed shall contain the following language:**

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

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

5. Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO).
6. The Infill Program will issue a Compliance Certificate stating that the sale meets the requirements of the Program, and said Certificate shall be processed after closing and the recordation in the public records of the deed and restrictive covenant. A certificate for resale of the property or refinance shall be recorded with the new Deed.
7. Additional requirements:
 - a. A final Certificate of Occupancy is required to close. (Note: loans are not authorized to close with a Temporary Certificate of Occupancy).
 - b. A “Hold Harmless Affidavit” will need to be executed by both the Buyer and Seller/Infill Developer prior to closing, stating that “the County is not responsible for code violations, County liens and citations, and open permits,” unless the County agrees to release County liens and citations in accordance with Infill Program Guidelines (Section XV). In addition, the affidavit shall state “The County shall be held harmless for any construction defect found in the home after the sale.” After the sale, the Developer/seller shall provide all copies of any communication it receives from the buyer relative to construction defects to the Department. During the first 12 months after closing, the County will assist the buyer to work with the seller to cure any construction defects.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

A. Refund of Impact fees

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

B. Deferral of Impact fees

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

A. Notice of Sale or Refinance

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

B. Maximum Resale Price Multiplier Formula

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

Example

Original Purchase Price in 2016	\$175,000.00
2016 HUD Area Median Income for Metropolitan Area	\$41,800.00
Resale Price Multiplier (175,000/48,100)	
Maximum Resale Price Formula	3.6383

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Example

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

C. Capital Improvements

1. Costs for capital improvements that are eligible for consideration to be added to the allowed "Maximum Resale Price" limit shall be documented reasonable costs for major structural or building envelope improvements including a complete re-roofing, replacement of all existing windows and doors and increasing the total square footage of the home.
2. At the sole discretion of the Department, substantial rehabilitation including upgrades to kitchen, bathrooms and flooring such as new energy star appliances, replacement of kitchen cabinets to wood and granite tops, replacement of flooring to ceramic/porcelain tile and upgrades to electrical, plumbing and HVAC, including replacement of central air-conditioning with high SEER rating, may be considered as capital improvements.
3. Documentation of reasonable costs shall be in the form of paid receipts provided by the owner/developer to the Department, which documents the itemized cost and date of improvements made after sale of the home.
4. Exception for foreclosure or abandonment, only:
 - When an infill home:
 - a) is abandoned by original buyer or;
 - b) is foreclosed and;
 - c) is dilapidated and;
 - d) the receiver/new owner wishes to substantially rehabilitate the home;
 - e) the County may, at its sole discretion, allow some or all of the substantiated rehabilitation costs to be added to the resale amount, not to exceed the current sales cap or appraised value, whichever is less.
5. Prior to beginning any capital improvements/rehabilitation, the owner shall submit in writing to the Department, the intended scope of work for preliminary approval. All work shall be permitted through the appropriate agency having jurisdiction. Following the completion of the work, proof that the permit has been closed shall be provided to the Department with other required documentation.

D. Closing Process

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

Attached herein is a Restrictive Covenant.

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

XVIII. RENTAL EXCEPTION PROCESS (SEE EXHIBIT H)

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

XIX. ENFORCEMENT

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

B. Notice(s) to Cure

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

C. Disqualification of Infill Developers

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

2. The Department will provide information, including any non-compliances, notices, violations, deficiencies, etc. for previous properties awarded or approved for the Infill Program, to the AHSC for consideration in recommending award of Infill Program lots.

XX. PROGRAM FEES

PROGRAM FEE SCHEDULE:

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Infill Housing Program Release of County Liens and Citations:

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

XXI. INFILL PROGRAM CONTACT INFORMATION

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES



EXHIBIT "A"

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

Date Received ___/___/___
Received By: _____

Prepared by/Return to:

TRI-PARTY AGREEMENT

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

RECITALS

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

NOW THEREFORE, the parties agree as follows:

1. Recital.

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

2. Restrictions.

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

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

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

This term shall survive the termination of this Agreement.

3. Reverter.

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

This term shall survive the termination of this Agreement.

4. Termination.

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

5. Notice to the County.

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

6. Procedure Upon Default.

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

11. Estoppel Certificate. The County and/or Borrower shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of the Loan), within 15 days after written request to Lender to do so, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether the Loan Documents have been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) that the Loan Documents are in full force and effect; (c) as to the existence of any default thereunder of which Lender has knowledge; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of the Borrower or the County of which they have knowledge; (e) as to the commencement and expiration dates of the term of the Loan Documents; and (f) as to any other matters as may be reasonably so requested. Any such certificate by the Borrower and/ or the County may be relied upon by Lender, any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on Borrower and/ or the County.

12. Notices. All notices, demand, or request, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be hand delivered or sent by either Federal Express or other recognized overnight delivery service, or by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party as provided below or at such other place as such party may from time to time designate in a notice to the other parties. Any notice shall be effective when hand delivered or three (3) days after the letter transmitting such notice is certified or registered and deposited in the United States mail.

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

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

with copy to: INSERT

If to Borrower, to: INSERT

with a copy to: INSERT

If to Lender, to: INSERT

with a copy to: INSERT

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

BORROWER:

[INSERT NAME]

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

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

Print or Stamp Name:

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

LENDER:

By: _____

Name: _____

Title: _____

STATE OF _____)

_____)

COUNTY OF _____)

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

of _____

Print or Stamp Name:

Notary Public, State

Commission No.:

My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT “A”

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION AND FOLIO]

EXHIBIT "B"
COUNTY DEED

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "B"



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

Date Received ___/___/___
Received By: _____

INFILL HOUSING INITIATIVE Application for Private Lots/Contact update

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

E-Mail Address _____

Mailing Address: _____

City _____, State _____ ZIP Code _____

Property Location _____ Folio No. _____

City _____, State _____ ZIP Code _____

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

Other required information:

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

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

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

Notary Public, State of Florida
My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "C"



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

Date Received : ___/___/___
Received By: _____

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

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

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

Name of Developer (Owner) _____

Phone No. _____ Cell Number: _____

E-Mail Address _____

Mailing Address: _____

City _____, State _____ ZIP Code _____

Property Address: _____

Folio No. _____

City _____, State _____ ZIP Code _____

Property Conveyance Date _____

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

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

Scheduled or actual Construction Start Date ___/___/___

Construction Percentage Complete: _____%

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

Sales Contract Date: ___/___/___

Submit Copy of Sales Contract and Name of Purchaser _____

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "D"



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

Date Received ___/___/___
Received By: _____

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

Name of Applicant (Owner) _____

Phone No. _____ Cell Number: _____

E-Mail Address _____ Mailing Address: _____

City _____, State _____ ZIP Code _____

Property Location _____ Folio No. _____

City _____, State _____ ZIP Code _____

Date in which Developer received title to lot (or for private lots, date of letter approving private lot into Infill Program) ___/___/___

Date submitted plans for processing ___/___/___ Processing No. _____

Date building permit issued ___/___/___ Permit No. _____

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

Criteria for Granting Extension

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

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

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

Signature of Applicant

___/___/___
Date

FOR OFFICIAL USE ONLY:

Extension Granted Pursuant to Resolution No. _____

Extension Expiration Date ___/___/___

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "E"



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

Date Received ____/____/____
Received By: _____

INFILL HOUSING INITIATIVE Application for Release of County Liens and Citations

Name of Applicant (Owner): _____

Tel. No. _____ E-Mail Address _____

Mailing Address: _____

City _____, State _____ ZIP Code _____

Property Location _____ Folio No. _____

City _____, State _____ ZIP Code _____

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

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

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

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

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

Applicant Signature

Date

Rev. 2/7/2017

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "F"



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

Date Received ___/___/___
Received By: _____

INFILL HOUSING INITIATIVE Impact Fee Refund Application

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

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

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

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

Mark "X" to sections that apply:

_____ Pursuant to Section 14 (d) (2) of Chapter 33E of the Code of Miami-Dade County (Road Impact Fee Ordinance) and Section VII. G. 2. of the Miami-Dade County Road Impact Fee Manual, as amended.

_____ Pursuant to Section 8.G.1 of Chapter 33J of the Code of Miami-Dade County (Fire & Emergency Medical Services Impact Fee Ordinance) and Section V. H.1 of the Miami-Dade County Fire & Emergency Services Impact Fee Manual, as amended.

_____ Pursuant to Section 7.G.1 of Chapter 33I of the Code of Miami-Dade County Ordinance (Police Services Impact Fee) and Section IV.D.1. of the Miami-Dade County Police Services Impact Fee Manual, as amended.

_____ Pursuant to Section 14.C of chapter 33H of the Code of Miami-Dade County (Park Impact Fee Ordinance) and Section XIII. C. (1) of the Miami-Dade County Park Impact Fee Manual, as amended.

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Impact Fee Refund Application (page 2)

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

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

Applicant Signature: _____ Date: _____

BELOW FOR OFFICIAL USE ONLY

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

Approved By: _____ Title: PHCD Director Date _____

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

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

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

Date _____

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "G"

**INFILL HOUSING INITIATIVE PROGRAM
Compliance Certificate**

This certificate shall be recorded with the deed.

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

Name of Buyer(s): _____:

Property Address: _____

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

I Certify that _____:

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

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

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

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

Resale Price Formula:

Current HUD Median Income:	\$ 48,100.00
Resale Price Multiplier (from original sale)	3.6552
Maximum Resale Price:	\$175,815.12

PHCD Director

Date

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "H"



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

Date Received: ___/___/___
Received By: _____

INFILL PROGRAM Rental Application

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

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

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

OWNER AFFIDAVIT

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

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

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

Notary Public, State of Florida

Effective Date: 05/01/16

My Commission Expires:

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "I"



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

INFILL HOUSING INITIATIVE AFFORDABLE HOUSING RESTRICTIVE COVENANT FOR HOMEBUYERS

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

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

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

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

Maximum Sale Price Up to \$205,000.00 for County-owned properties and \$215,000 for Private Properties or such other amount set by the Board of County Commissioners, not to exceed an amount affordable at the maximum target income range set forth in Chapter 17, Article VII of the Code of Miami-Dade County, taking into account (a) family size; (b) an annual fixed interest rate based on a thirty (30) year mortgage term; (c) payment of up to five percent (5%) down payment by a Eligible Household; and (d) an estimation of annual property taxes, assessments, loan insurance and financing fees, allowances for property maintenance and repairs, homeowners insurances, homeowner association fees, if any, and allowances for utilities. The sales price set forth herein, i.e. \$205,000.00 for County-owned properties and \$215,000.00 for Private Properties, shall remain the maximum sale price for said units for a period of one (1) year from the effective date of this Implementing Order. The Department Director shall annually review the affordability of the maximum sale price, and, in the event the Department Director determines that it is necessary to increase or decrease said sale price, the Department Director shall recommend a new sale price for approval by the Board of County Commissioners.

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

4. **Notice of Sale.**

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

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

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

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

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

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

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

6. **Resale and Transfer Restrictions:**

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

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

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

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

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

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

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

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

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

Witness:

Owner:

Print Name

Witness:

Owner:

Print Name:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My commission expires:

Notary Public

Print name: _____

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

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT “A”

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION AND FOLIO]

INFILL HOUSING INITIATIVE PROGRAM GUIDELINES

EXHIBIT "J"

Date: _____

(On Developer Letterhead)

Hold Harmless Affidavit

Address: _____

Folio Number: _____

To Whom It May Concern:

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

Buyer Signature

Buyer Name (Print Full Name)

Notary Public (Print Name)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

(Notary)

My Commission Expiration

Seller Signature

Seller Name (Print Full Name)

Name of Developer

Notary Public (Print Name)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

(Notary)

My Commission Expiration

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