ORANGE COUNTY HOUSING FINANCE AUTHORITY

AGENDA PACKAGE

Board of Directors' Meeting

Wednesday, December 4, 2019 – 8:30 a.m.

ORANGE COUNTY ADMINISTRATION BUILDING
201 SOUTH ROSALIND AVE – ORLANDO, FL 32801



W.D. MORRIS EXECUTIVE DIRECTOR

BOARD OF DIRECTORS

MERCEDES MCCALL
CHAIRWOMAN

VERNICE ATKINS-BRADLEY *VICE CHAIRWOMAN*

SASCHA RIZZO BOARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

MEMORANDUM

TO:	Mercedes McCall, Chairwoman, OCHFA Vernice Atkins-Bradley, Vice Chairwoman, OCHFA Sascha Rizzo, Board of Directors, OCHFA Curtis Hunter, Board of Directors, OCHFA Albert Hanks, Board of Directors, OCHFA Warren S. Bloom, General Counsel, Greenberg Traurig Mike Watkins, General Counsel, Greenberg Traurig Sylvia S. Penneys, Bond Counsel, Greenberg Traurig Bruce Giles-Klein, Bond Counsel, Greenberg Traurig David Jones, Financial Advisor, CSG Advisors Helen H. Feinberg, Senior Managing Underwriter, RBC Capital Markets Donald Peterson, Co-Managing Underwriter, Raymond James Tim Wranovix, Co-Managing Underwriter, Raymond James Stephanie Stone, Assistant County Attorney – Orange County Fred Winterkamp, Manager, Fiscal and Business Services – Orange County
FROM:	Olympia Roman, Office Supervisor
DATE:	November 22, 2019
RE:	DECEMBER 4, 2019 BOARD OF DIRECTORS' AGENDA

Enclosed is the Directors' meeting agenda package; scheduled as follows:

Date: Wednesday, December 4, 2019

Time: 8:30 a.m.

Location: Orange County Administration Center

Commissioner's Chambers

201 Rosalind Avenue - Orlando, Florida 32801

If you have any questions, need additional information, or you will not be attending the meeting, please contact me as soon as possible at (407) 894-0014.

W.D. MORRIS
EXECUTIVE DIRECTOR

December 4, 2019 ~ 8:30 A.M.

AGENDA

BOARD OF DIRECTORS

MERCEDES MCCALL
CHAIRWOMAN

VERNICE ATKINS-BRADLEY *VICE CHARWOMAN*

SASCHA RIZZO BOARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS

BOARD MEMBER

PUBLIC COMMENT

CONSENT AGENDA

A. GENERAL ADMINISTRATION

Adoption of November 6, 2019, Board of Directors Meeting minutes.
 Adoption of November 6, 2019, Board Work-Session Meeting minutes.

Pg. 2-3
Pg. 4

B. EXECUTIVE DIRECTOR'S OFFICE

Opportunity Zones Status.

Pg. 5-7

C. FINANCIAL MANAGEMENT

 Acknowledgement of the consolidated balance sheet for the Operating Fund; acknowledgement of combined statement of rev(s)/ exp(s)/ changes in retained earnings; acknowledgement of FY 2020, operating fund comparison of budget vs. actual; acknowledgement of FY 2020, operating fund comparison of actual revenues & expenses; acknowledgement summary of OCHFA's operating fund investments.

Pg. 8-18

Pg. 41-97

D. PROGRAM OPERATIONS

Acknowledgement of the Current Status of the Single-Family HRB Program.
 Acknowledgement of the Multi-Family Audit Period October – November 2019.

Pg. 19-27
Pg. 28-40

DISCUSSION AGENDA

A. EXECUTIVE DIRECTOR

1. Consider approval of the proposed Multi-Family Tax-Exempt Bonds, Reimbursement Resolution for Jernigan Gardens Apartments, not-to-exceed \$43MM.

B. OTHER BUSINESS

2211 E. Hillcrest Street, Orlando, Florida 32803 | Office (407) 894-0014 | Fax (407) 897-6679 | Website: www.ochfa.com

ORANGE COUNTY HOUSING FINANCE AUTHORITY

BOARD OF DIRECTORS

M. McCall | V. Atkins-Bradley | S. Rizzo | C. Hunter | A. Hanks

NAY BY VOICE VOTE:

OFFICIAL MEETING MINUTES

Meeting:	Board of Dir	ectors Meeting	S Meeting Date: Wednesday, November 6, 2019 Tin Administration Center – Commissioners Chambers – 1st Fl., 201 S. Rosalind Ave., Or		
Location:	Orange Co	unty Administration Cer			
Board Memb	<u>ers</u>	OCHFA Staff PRESENT		OCHFA Professionals PRESENT	BCC Staff PRESENT
Mercedes Mc	Call	W.D. Morris Executive Director	Rosalind Natal	Warren Bloom General Counsel, Greenberg Traurig	Stephanie St. Louis Stone Assistant Attorney
Vernice Atkins Vice Chairwoman	s-Bradley	Kayode Adetayo Chief Financial Officer	Chaynae Price	Mike Watkins Bond Counsel, Greenberg Traurig	
Sascha Rizzo Board Member	1	Frantz Dutes Director Program Operations	Tyler Patz Staff	Sylvia S. Penneys Bond Counsel, Greenberg Traurig	
Curtis Hunter Board Member		Olympia Roman Staff	Birva Parikh Staff	David Jones Financial Advisor – CSG Advisors, Inc.	
Albert Hanks Board Member				Helen Feinberg Managing Underwriter, RBC Capital Markets	
				Tim Wranovix Co-Managing Underwriter, Raymond James	
				James Audette Trustee, SunTrust Bank	
MEETING OPE	ENED				
There being a q	luorum, Chair	woman, Mercedes McCa	all, called the meetir	ng to order at 8:30 a.m.	
PUBLIC COM	MENT(s)				
No comment(s)					
CONSENT AG	ENDA				
ACT	ION TAKEN				

A. GENERAL ADMINISTRATION

MOTION / SECOND:

1. Adoption of the October 2, 2019, Regular Board of Directors Meeting minutes.

There being no discussion, the Board approved Consent Agenda items.

V. Atkins-Bradley/ C. Hunter

B. EXECUTIVE DIRECTOR'S OFFICE

C. FINANCIAL MANAGEMENT

Acknowledgement Summary of OCHFA's Operating Fund Investments. Acknowledgement of the consolidated balance sheet
for the Operating Fund; acknowledgement of combined statement of rev(s)/ exp(s)/ changes in retained earnings;
acknowledgement of FY 2020, operating fund comparison of budget vs. actual; acknowledgement of FY 2020, operating
fund comparison of actual revenues & expenses; acknowledgement summary of OCHFA's operating fund investments.

AYE BY VOICE VOTE: All Present

D. PROGRAM OPERATIONS

- 1. Acknowledgement of the Current Status of the Single-Family HRB Program.
- 2. Acknowledgement of the Multi-Family Audit Period September October 2019.

ABSTAINED:

DISCUSSION AGENDA

A. EXECUTIVE DIRECTOR

CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTION AND ASSOCIATED DOCUMENTS FOR THE MULTI-FAMILY TAX-EXEMPT BONDS FOR THE PROPOSED ORLANDO SENIOR NEW CONSTRUCTION DEVELOPMENT APARTMENTS.

W.D. Morris, Executive Director, addressed the Board regarding consideration of the Reimbursement Resolution for Multi-Family Tax-Exempt Bonds, in the amount of \$50,000,001, for the proposed Orlando Senior New Construction Apartments. He stated that the proposed development was submitted by Dominion, the Developer; and that the proposed development is new construction for senior living, located at the intersection of East Colonial Drive and SR 417, in Orlando. He then stated that the proposed senior independent living community would consist of 1-bd, 2-bd and 3-bd units; with rents ranging from \$818-\$1,134 per month; and that 100% of the units are restricted to age 62+; and that the community is designed to be a rent-to-market, where the partnership would pay all utilities.

Mr. Morris stated that the applicant for Orlando Senior New Construction Apartments is Orlando Leased Housing Associates XIII, LLLP; and the General Partner is Orlando Leased Housing Associates XIII, LLLP; and that the investment banker is RBC Capital Markets and Trustee is U.S. Bank. He then stated that the bonds are proposed to be issued in the not-to-exceed amount of \$50,000,001; and that the bonds are to be interest only, at a fixed rate during construction, then amortized over a 35-year period with a 15-year term after conversion to permanent financing. He concluded by stating that the proposed development debt coverage ratio is 1.11, exceeding the Authority's minimum threshold criteria of 1.10. Brief discussion ensued.

ACTION TAKEN						
There being no furth	ner discussion, the Board approv	ved the Reimbursemer	nt Resolution 20	019-03 for Multi-Family Ta	ax-Exempt Bonds for	
the proposed Orlan	do Senior New Construction Ap	artments, not-to-exce	ed \$50,000,001	1; authorization for staff a	nd Bond Counsel to	
take the required steps to proceed with the process, and with subsequent submission to the Division of Bond Financing.						
MOTION / SECOND:	S. Rizzo/ V. Atkins-Bradley	AYE BY VOICE VOTE:	All Present	NAY BY VOICE VOTE:	ABSTAINED:	

OTHER BUSINESS

ACKNOWLEDGEMENT OF UCF STUDENTS IN ATTENDANCE

Chairwoman McCall, recognized and acknowledged UCF Business Students in the audience.

OCHFA BOARD WORK-SESSION REMINDER

Mr. Morris reminded the Board of its Board Work-Session, to discuss Central Florida Opportunity Zones, immediately following its current, regular board meeting.

ADJOURNMENT

There being no further business, Chairwoman, Mercedes McCall, adjourned the meeting at 8:43 a.m.

ATTEST:	
W.D. MORRIS EXECUTIVE DIRECTOR	MERCEDES F. McCALL CHAIRWOMAN
END OF MINUTES PREPARED BY OLYMPIA ROMAN	

ORANGE COUNTY HOUSING FINANCE AUTHORITY

BOARD OF DIRECTORS

M. McCall | V. Atkins-Bradley | S. Rizzo | C. Hunter | A. Hanks

OFFICIAL MEETING MINUTES

Meeting:	Board of Directors – Board Work-session	Date:	Wednesday, November 6, 2019	Time:	9:00am
Location:	Orange County Administration Center – Co	ommissione	ers Chambers – 1st Fl., 201 S. Rosalind A	Ave., Orlando	, FL.

Board Members PRESENT		OCHFA Staff PRESENT		OCHFA Professionals PRESENT	BCC Staff PRESENT
Mercedes McCall Chairwoman	Curtis Hunter Board Member	W.D. Morris Executive Director	Rosalind Natal Staff	Warren Bloom General Counsel, Greenberg Traurig	Stephanie St. Louis Stone Assistant Attorney
Vernice Atkins-Bradley Vice Chairwoman	Albert Hanks Board Member	Kayode Adetayo Chief Financial Officer	Chaynae Price Staff	Mike Watkins Bond Counsel, Greenberg Traurig	
Sascha Rizzo Board Member		Frantz Dutes Director Program Operations		Sylvia S. Penneys Bond Counsel, Greenberg Traurig	
		Olympia Roman Staff		David Jones Financial Advisor – CSG Advisors, Inc.	
				Tim Wranovix Co-Managing Underwriter, Raymond James	
				James Audette Trustee, SunTrust Bank	

MEETING OPENED

There being a quorum, Chairwoman, Mercedes McCall, called the meeting to order at 9:00 a.m.

DISCUSSION

CENTRAL FLORIDA OPPORTUNITY ZONES

Chairwoman, Mercedes McCall, addressed the Board regarding a presentation by Greenberg Traurig (a collaboration of Warren Bloom, General Counsel and James Lang, Tax Counsel) discussing Central Florida's Opportunity Zones and its possible impacts on affordable housing (multi & single family). She then asked Mr. Lang to approach the Board. Mr. Lang began his presentation by stating his background was in the area of tax-credits and tax-incentives. He then provide the Board with a detailed presentation, emphasizing that the program is an "Incentive/ Tax-Incentive" and not a formal program. His presentation highlighted: qualified opportunity zones; facts and fiction of the incentive and market updates; qualified opportunity funds; and new proposed regulation overview. Discussion ensued.

ADJOURNMENT

There being no further business, Chairwoman, Mercedes McCall, adjourned the meeting at 9:51 a.m.

ATTEST:	
W.D. MORRIS EXECUTIVE DIRECTOR	MERCEDES F. McCALL CHAIRWOMAN
END OF MINUTES PREPARED BY OLYMPIA ROMAN	

W.D. MORRIS

EXECUTIVE DIRECTOR

CONSENT

BOARD OF DIRECTORS

MEMORANDUM

MERCEDES MCCALL
CHAIRWOMAN

VERNICE ATKINS-BRADLEY

VICE CHAIRWOMAN

SASCHA RIZZO BOARD MEMBER

CURTIS HUNTER

BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

TO:	OCHFA Board of Directors
FROM:	W.D. Morris, Executive Director
DATE:	November 20, 2019
RE:	OPPORTUNITY ZONES TAX INCENTIVE INFORMATION DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING

BACKGROUND

Enclosed for your information, is an article regarding the use of Opportunity Zones tax incentives, to assist in providing financing for an affordable housing development within the city of Orlando. A combination of 9% Housing Credits and Opportunity Zone equity, provided \$20.8MM for a development having a Total Development Cost (TDC) of approximately \$28MM. In this particular case, the Tax-Credits Investor utilized the Tax-Incentives via the Opportunity Zones incentives, to provide gap financing for the development. The 9% housing credits are allocated by Florida Housing Finance Corporation (FHFC) only. According to the article, this development is one of the first in the nation to combine Opportunity Zone tax incentives and 9% Housing Credits.

ACTION REQUESTED

-information only-





Opportunity Zone Development Profile



Parramore Oaks

Location: Orlando, FL

Congressional District: Florida 10th

Opportunity Fund Partner: Alliant

QOZ Investor: **SunTrust**

Investment Date: Q1 2019

Project Details: New energy-efficient apartment building for families; mixed-income with 96 affordable homes and 24 market-rate homes

New Energy-Efficient and Affordable Homes Further Community-Driven Strategy for Inclusive Growth

Parramore Oaks will bring 120 new energy-efficient homes and a boost of economic activity to a downtown Orlando, FL community which has been a priority investment area for more than three decades. Developed in partnership with Alliant affiliate Invictus Development, Parramore Oaks is located in a Downtown Orlando Redevelopment Area where the city is pursuing reinvestment and revitalization efforts with an emphasis on providing more homes, cultural arts, retail, and transit options. A comprehensive plan for the Parramore neighborhood was developed in recent years through the "Enhance Central Florida" process—a community-generated plan for sustainable, inclusive transit-oriented development around several SunRail stations. The comprehensive plan called for new affordable and market-rate homes as a measure to prevent resident displacement given an increased desire to live in downtown Orlando.

The mid-rise apartment development will cater to families at various income levels, providing a mix of 96 affordable and 24 market-rate one-, two-, and three-bedroom homes. Of the affordable homes, 12 will be available to those earning up to 40 percent of Area Median Income (AMI)—half of which are reserved for people with special needs and/or those transitioning out of homelessness—and 84 homes will be available to those earning up to 60 percent of AMI. Some rent restrictions could reduce housing costs by as much as 50 percent compared to market-rate rent in this neighborhood, and these homes will remain affordable for the next 50 years.

Parramore Oaks is designed to meet green building and energy efficiency standards of the ICC 700 National Green Building Standard, providing a healthy living environment for residents and allowing for cost-efficient operations. Residents will also benefit from the property's community space, which will include onsite staff support, exercise/fitness room, library, computer center, meeting space, as well as free activities and workshops. A half-acre city park is located across the street, and residents can easily access jobs, services, and amenities within one mile.

Projected Impact*

Full-Time Equivalent Jobs Supported (excludes construction)	54
Construction Jobs Supported	81
Total Wages Generated	\$7.3 million
Local Fee Revenue due to Construction	\$648,000
State and Local Tax Revenue due to Ongoing Operations	\$780,000 annually

*The National Association of Home Builders' National Impact of Home Building model was used to project the economic impact of this investment. These estimates are calculated on a nationwide basis and actual local impact may vary.

Community Stats	Census Tract 0104	Orlando- Kissimmee- Sanford MSA	
Median Family Income:	\$20,650	\$61,344	
Poverty Rate:	51%	15%	
Adults Not Working:	53%	26%	
Minority Population:	93%	52%	
Bachelor's Degree or Higher:	17%	30%	
Housing Vacancy:	18%	9%	

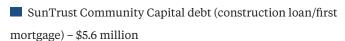




Opportunity Zone Development Profile

Capital Stack and Phasing

As is typical in financing real estate, multiple sources of funding have been leveraged for this project. The chart below illustrates both the different sources of financing used to date and the point in which each source was accessed during development.



Housing Credit and Opportunity Zone equity – \$20.8 million

City of Orlando Community Redevelopment Agency

debt - \$1.1 million

Deferred Developer Fee – \$500,000

Total Development Cost: Approximately \$28 million



Florida Housing is proud to be a part of financing much-needed additional affordable units constructed near downtown Orlando, in an Opportunity Zone that further encouraged the development.

Harold "Trey" Price
 Executive Director, Florida Housing
 Finance Corporation

About the Investment

Parramore Oaks is one of the first developments to combine the Opportunity Zone tax incentive with 9 percent Housing Credits, which were allocated by the Florida Housing Finance Corporation. SunTrust Community Capital (SunTrust) provided a construction loan, which will ultimately be replaced with permanent financing (first mortgage). SunTrust also provided an equity investment leveraging both the Housing Credit and Opportunity Zones tax incentives.

The City of Orlando Community Redevelopment Agency contributed a \$1.1 million zero-interest loan, and Alliant's affiliated developer, Invictus, deferred a portion of its developer fee. Both provided additional financing relief in the capital stack, allowing the project to move forward.

The Impact of Opportunity Zones Financing

The location of Parramore Oaks in a designated Opportunity Zone resulted in very strong Housing Credit equity pricing of \$0.985 per \$1.00 of Housing Credit allocated.

By combining a tax-advantaged Opportunity Zone investment with 9 percent Housing Credits, the developer was able to reduce the amount of debt borrowed, resulting in interest cost savings. This cost savings allowed for lower rents throughout the development, including those affordably priced for very low-income residents, and enabled the 50-year commitment to maintaining affordable rents.

Leveraging the Opportunity Zone tax incentive with significant resources from the Florida Housing Finance Corporation and a local contribution in the form of a loan from the City of Orlando Community Redevelopment Agency was instrumental to targeting rents at levels affordable to existing community residents.



About Opportunity Zones

Opportunity Zones are a new national investment tool designed to spur economic growth and community development by encouraging long-term private equity investment in distressed urban, suburban, and rural communities across America. In 2018, local leaders in every state, U.S. territory, and Washington, D.C. supported the nomination of more than 8,700 low-income census tracts for Opportunity Zone designation. Individuals and companies can receive a series of graduated tax benefits based on the amount of time invested in a Qualified Opportunity Fund, which must have 90 percent of assets invested in real estate or operating businesses located in Opportunity Zones. The Opportunity Zones policy is based on the bipartisan *Investing in Opportunity Act*, which was championed by a regionally and politically diverse coalition of congressional cosponsors.



TO:

FROM:

DATE:

November 21, 2019

CONTACT:

W.D. MORRIS
EXECUTIVE DIRECTOR

CONSENT ITEM

BOARD OF DIRECTORS

MERCEDES MCCALL
CHAIRWOMAN

VERNICE ATKINS-BRADLEY

VICE CHAIRWOMAN

SASCHA RIZZO

ROARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS

BOARD MEMBER

OCHFA Board of Directors
W.D. Morris, Executive Director
Olukayode Adetayo, Chief Financial Officer

RE: OCHFA CONSOLIDATED BALANCE SHEET FOR THE OPERATING FUND FOR THE PERIOD ENDING OCTOBER 31, 2019.

DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING.

MEMORANDUM

Attached for your review is the OCHFA's Operating Fund Balance Sheet. The Operating Fund includes all funds namely: the General Fund, the Low Income Housing Fund and the Homeownership Assistance Program Fund.

The majority of the funds in the General Fund are invested in Certificate of Deposits and GNMA's. The GNMA's yield approximately 5.0700%. Part of the Authority's funds are invested in Certificate of Deposits yielding 2.75%. The remaining funds are invested in the US Bank Money Market. The Authority earned an average of 2.608% interest income on all investments.

Orange County Housing Finance Authority

Operating Fund Balance Sheet

As of October 31, 2019

		GENERAL FUND	LOW INCOME	HOMEOWNERSHIP ASSISTANCE FUND	COMBINED TOTALS
		1 0112	HOOSING FOND	AGGIGTANGE TONE	TOTALO
Assets					
	Cash	2,950,028.19	1,207,316.72	1,776,906.85	5,934,251.76
* * * * *	Investments	4,150,020.41	0.00	70,147.70	4,220,168.11
	GNMA/FNMA Securities	12,567,074.12	0.00	0.00	12,567,074.12
	Accounts Receivable	361,251.44	0.00	47,780.87	409,032.31
	Loan Receivable	709,114.44	0.00	0.00	709,114.44
	Notes Receivable	3,151,661.21	26,700.00	0.00	3,178,361.21
	S/F 2014 A GNMA Collateral / Rcvbl	4,060,955.67	0.00	0.00	4,060,955.67
	GF - FHLB GNMA Collateral / Rcvbl	2,662,424.92	0.00	0.00	2,662,424.92
	Mortgage Receivable	0.00	375,774.98	5,186,096.81	5,561,871.79
* * * *	Allowance for Doubtful Accounts	0.00	(317,066.89)	(1,177,735.67)	(1,494,802.56)
	Investment Income Receivable	18,602.79	0.00	0.00	18,602.79
	Mortgage & GNMA/FNMA Income Receivable	2,751,508.56	0.00	5,261.66	2,756,770.22
	Deferred FRS Pension Contributions	441,417.00	0.00	0.00	441,417.00
	Interfund Receivable/Payable	17,560,894.18	4,775,793.63	(7,735,578.35)	14,601,109.46
	Prepaid Expenses	210.96	0.00	0.00	210.96
	Fixed Assets	286,191.44	0.00	0.00	286,191.44
	Total Assets	51,671,355.33	6,068,518.44	(1,827,120.13)	55,912,753.64
Current	liabilities:				
	Other Payables	285,886.33	0.00	0.00	285,886.33
	FRS Net Pension Liability	1,084,734.00	0.00	0.00	1,084,734.00
	Accounts Payables	1,290,630.79	0.00	0.00	1,290,630.79
	Total liabilities	2,661,251.12	0.00	0.00	2,661,251.12
	Retained Earnings Previous Period	48,876,467.13	6,064,488.47	(1,829,385.05)	53,111,570.55
	Net Income (Loss)	133,637.08	4,029.97	2,264.92	139,931.97
	Total Liabilities & Retained Earnings	51,671,355.33	6,068,518.44	(1,827,120.13)	55,912,753.64

^{****} A reserve account is set up to allow for percentage of the Down Payment Assistance Notes Receivable to be recognized as doubtful accounts based on industry standards. (Approximately 3%). The actual notes receivable remain on the books while the doubtful account is set up as a contra asset account.

^{***} This balance includes a \$629,942.76 difference between the GNMA'S book value and market value recorded at 9/30/2019 (GASB 31).



W.D. MORRIS
EXECUTIVE DIRECTOR

CONSENT ITEM

BOARD OF DIRECTORS

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VICE CHAIRWOMAN

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BOARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

MEMORANDUM

	T0: OCHFA Board of Directors			
	FROM: W.D. Morris, Executive Director			
	CONTACT: Olukayode Adetayo, Chief Financial Officer			
DATE: November 21, 2019		November 21, 2019		
_	RE:	OCHFA COMBINED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN RETAINED EARNINGS FOR THE PERIOD ENDING OCTOBER 31, 2019. DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING.		

Attached for your review are the OCHFA's Operating Fund Statement of Revenues, Expenses, and Changes in Retained Earnings. The Operating Fund includes all funds namely: the General Fund, the Low Income Housing Fund, and the Homeownership Assistance Program Fund.

Attachments

Orange County Housing Finance Authority

Combined Statement of Revenues, Expenses, and Changes in Retained Earnings

For The 1 Period Ending October 31, 2019

Operating Fund

	General	Low Income	Homeownership	Current
	Fund	Hsg Fund	Assistance Fund	YTD
Revenue:				_
Administrative Fees	122,270.19	0.00	0.00	122,270.19
Other Revenue	10,691.87	4,029.97	1,000.00	15,721.84
Investment Income	1,239.20	0.00	172.07	1,411.27
Income from Loans, GNMAs	69,802.43	0.00	1,572.85	71,375.28
Total Revenues	204,003.69	4,029.97	2,744.92	210,778.58
Expenses				
General and Administrative	69,146.90	0.00	480.00	69,626.90
Rebate Expense	900.00	0.00	0.00	900.00
Other Expenses	319.71	0.00	0.00	319.71
Total Expenses	70,366.61	0.00	480.00	70,846.61
Net Income (Loss)	133,637.08	4,029.97	2,264.92	139,931.97
Retained Earnings Beginning of Year	48,876,467.13	6,064,488.47	-1,829,385.05	53,111,570.55
Retained Earnings End of Year	49,010,104.21	6,068,518.44	(1,827,120.13)	53,251,502.52



W.D. MORRIS
EXECUTIVE DIRECTOR

CONSENT ITEM

BOARD OF DIRECTORS

MEMORANDUM

MERCEDES MCCALL
CHAIRWOMAN

VERNICE ATKINS-BRADLEY VICE CHAIRWOMAN

SASCHA RIZZO
BOARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

TO:	OCHFA Board of Directors		
FROM: W.D. Morris, Executive Director			
CONTACT:	Olukayode Adetayo, Chief Financial Officer		
DATE:	November 21, 2019		
RE:	OCHFA FISCAL YEAR 2019 OPERATING FUND – COMPARISON OF BUDGET VS. ACTUAL AS OF OCTOBER 31, 2019. DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING		

Attached for your attention is the comparison of the Budgeted Revenues and Expenses for Fiscal Year 2019 vs. the Actual Revenues and Expenses for the period ending October 31, 2019.

Attachments

	Statement of Earnings			
For Th	ne 1 Period Ending October 3	1, 2019		
	Fiscal Year 2020	Year To Date	Budget	%age
	Budget	Revenue	Remaining	Budget
	_	Received	YTD	Remaining YTD
evenue:				
2010 SERIES A	\$86,630	\$0	\$86,630	100
2011 SERIES A	\$26,830	\$1,535	\$25,295	94
2011 SERIES B	\$8,878	\$0	\$8,878	100
2014 SERIES A	\$12,456	\$0	\$12,456	100
2017 SERIES A	\$24,226	\$0	\$24,226	100
2018 SERIES A	\$28,754	\$0	\$28,754	100
CHARLESTON CLUB APTS	\$19,060	\$0	\$19,060	100
HANDS 2001 F	\$9,090	\$5,160	\$3,930	43
THE LANDINGS ON MILLENIA	\$24,280	\$0	\$24,280	100
LEE VISTA APARTMENTS	\$36,600	\$18,000	\$18,600	51
COVE AT LADY LAKE	\$23,955	\$11,828	\$12,128	51
LAKESIDE POINTE APARTMENTS	\$17,790	\$8,745	\$9,045	51
ALTA WESTGATE APARTMENTS	\$33,450	\$0	\$33,450	100
LAKE HARRIS COVE APTS	\$23,862	\$11,826	\$12,036	50
MARBELLA COVE	\$12,555	\$0	\$12,555	100
MARBELLA POINTE	\$22,950	\$11,475	\$11,475	50
OVIEDO TOWN CENTER PHASE I	\$16,020	\$0	\$16,020	100
OVIEDO TOWN CENTER PHASE II	\$10,000	\$0	\$10,000	100
OVIEDO TOWN CENTER PHASE III	\$10,000	\$0	\$10,000	100
OVIEDO TOWN CENTER PHASE IV	\$10,000	\$0 \$0	\$10,000	100
LAUREL OAKS I	\$23,280	· ·	\$23,280	100
LAUREL OAKS II ROLLING ACRES I	\$21,510	\$0 \$5.456	\$21,510	100
ROLLING ACRES I	\$10,400 \$10,000	\$5,156 \$5,000	\$5,244 \$5,000	50 50
FOUNTAINS @ MILLENIA II	\$10,000	\$5,000	\$10,000	100
FOUNTAINS @ MILLENIA III	\$10,163	\$0	\$10,163	100
FOUNTAINS @ MILLENIA IV	\$11,500	\$0	\$11,500	100
SOUTHWINDS	\$16,125	\$0	\$16,125	100
POST VISTA POST FOUNTAINS	\$17,490	\$0	\$17,490	100
SPRING LAKE COVE I	\$10,725	\$0	\$10,725	100
SPRING LAKE COVE II	\$10,000	\$0	\$10,000	100
CHATHAM HARBOR APTS	\$56.700	\$0	\$56,700	100
CRESTWOOD APARTMENTS	\$18,990	\$0	\$18,990	100
LAKE SHERWOOD APARTMENTS	\$16,110	\$0	\$16,110	100
OAK HARBOR APARTMENTS	\$22,200	\$0	\$22,200	100
RIVER RIDGE APARTMENTS	\$28,830	\$0	\$28,830	100
SEVILLE PLACE APARTMENTS	\$19,590	\$0	\$19,590	100
NASSAU BAY APARTMENTS	\$107,303	\$0	\$107,303	100
DEAN WOODS APARTMENTS	\$10,000	\$6,285	\$3,715	37
BUCHANAN BAY	\$39,842	\$0	\$39,842	100
WESTWOOD PARK APTS	\$49,500	\$0	\$49,500	100
VISTA PINES APTS	\$66,000	\$33,000	\$33,000	50
HANDS	\$5,940	\$2,970	\$2,970	50
ALHAMBRA TRACE APTS	\$2,580	\$1,290	\$1,290	50
BOND FINANCING FEES	\$187,500	\$0	\$187,500	100
GAIN ON SALE OF GNMA'S	\$50,000	\$0	\$50,000	100
OTHER REVENUES	\$245,000	\$5,030	\$239,970	98
OTHER REVENUE TBA	\$0	\$10,692	(\$10,692)	
INV INCOME	\$41,878	\$1,227	\$40,651	9
INV INCOME CD OPERATING FUND	\$110,000	\$184	\$109,816	100
FHLB HELD SECURITIES GNMA/FNMA INCOME	\$0	\$2,102	(\$2,102)	
MORTGAGE INCOME HFA OF WINTER PARK	\$9,000	\$553	\$8,447	9
INTEREST INCOME ON WESTLAKES PHASE I	\$7,500	\$610	\$6,890	9
MORTGAGE INCOME HABITAT LOC	\$5,700	\$837	\$4,863	8
MORTGAGE INCOME CITY VIEW LOAN PARTICIPATION		\$1,064	\$2,936	7
GNMA/FNMA INCOME	\$575,208	\$44,276	\$530,931	9
MASTER ACC FUND GNMA/FNMA INCOME	\$183,800	\$20,360	\$163,440	89
2006 A DPA MORTGAGE INTEREST	\$600	\$27	\$573	9

2007 A DPA MORTGAGE INTEREST	\$10,300	\$701	\$9,599	93
2007 B DPA MORTGAGE INTEREST	\$10,300	\$765	\$9,535	93
2009 A NIBP DPA MORTGAGE INTEREST	\$500	\$8	\$492	98
	\$2,495,550	\$210,779	\$2,284,771	92
	Fiscal Year 2020	Year To Date	Budget	%age
	Budget	Expenses	Remaining	Budget
	Buugot	Incurred	YTD	Remaining YTD
s and expenses:		mourrou	110	rtomaning 112
SALARIES AND WAGES	\$898,048	\$79,066	\$818,982	9.
SHIPPING	\$2,500	\$56	\$2,444	9
TRAVEL/CONFERENCE/ TRAINING	\$36,000	\$1,968	\$34,032	9
CASUAL LABOR/STUDENT ASST.	\$3.000	\$0	\$3,000	10
OFFICE MAINTENANCE	\$19,000	\$1,110	\$17,890	9
BUILDING MAINTENANCE	\$12,500	\$238	\$12,263	9
TELEPHONE	\$25,000	\$1,344	\$23,656	9
POSTAGE	\$3,000	\$0	\$3,000	10
OFFICE SUPPLIES	\$8,000	\$70	\$7,930	
OFFICE FURNITURE	\$1,000	\$0	\$1,000	1
PUBLICATIONS	\$2,000	\$325	\$1,675	
PRINTING/ANNUAL REPORT	\$6,500	\$0	\$6,500	1
EQUIPMENT / COMPUTER / PRINTER	\$7,000	\$0	\$7,000	10
MARKETING	\$22,500	\$0	\$22,500	1
CONTRACTOR SERVICES	\$20,000	\$4,030	\$15,970	
SEMINARS/EDUCATION	\$18,000	\$0	\$18,000	1
EMPLOYEE BENEFITS HEALTH/LIFE	\$132,000	\$9,878	\$122,122	
UNEMPLOYMENT COMPENSATION	\$2,000	\$0	\$2,000	1
OTHER INSURANCE & TAXES	\$1,200	\$0	\$1,200	1
ANNUAL AUDIT	\$54,000	\$0	\$54,000	10
LEGAL ADVERTISING	\$4,000	\$0	\$4,000	10
LEGAL FEES	\$15,000	\$0	\$15,000	1
MEMBERSHIP	\$7,500	\$1,480	\$6,020	
PAYROLL TAXES	\$68,701	\$3,923	\$64,778	
MISCELLANEOUS EXPENSE	\$5,000	\$10	\$4,990	1
LOSS ON DPA FORECLOSURES	\$10,000	\$0	\$10,000	1
FLORIDA RETIREMENT SYSTEM	\$76,065	\$6,975	\$69,090	
457 DEFERRED COMP EMPLOYER CONTRIBUTION EXP	\$44,902	\$4,117	\$40,785	
LIMITED HRA	\$9,300	\$951	\$8,350	
TERM LEAVE	\$15,000	\$0	\$15,000	1
FILE STORAGE	\$2,400	\$0	\$2,400	1
LOCAL MILEAGE REIMBURSEMENT	\$2,000	\$0	\$2,000	10
EQUIPMENT MAINTENANCE	\$7,000	\$0	\$7,000	1
INSURANCE COVERAGES	\$50,000	\$0	\$50,000	1
RESERVE FOR REPLACEMENT BLDG	\$5,000	\$0	\$5,000	1
FHLB LOAN INTEREST COLLATERAL EXP	\$0	\$35	(\$35)	
FINANCIAL ADVISORY SERVICES	\$25,000	\$0	\$25,000	1
PERFORMACE AWARD PROGRAM	\$93,194	\$0	\$93,194	10
CUSTODY FEE	\$7,000	\$480	\$6,520	(
ADMIN EXPENSE BANK/TRUSTEE	\$1,000	\$0	\$1,000	11
REBATE FEE EXPENSE	\$8,000	\$900	\$7,100	
OPERATING CONTINGENCY RESERVE	\$20,000	\$0	\$20,000	1
1994 EXCESS GNMA INTEREST EXP	\$0	\$57	(\$57)	
1995 EXCESS GNMA INTEREST EXP	\$0	\$32	(\$32)	
			, , ,	
LOSS ON SALE	\$0	\$230	(\$230)	



W.D. MORRIS
EXECUTIVE DIRECTOR

CONSENT ITEM

BOARD OF DIRECTORS

MERCEDES MCCALL
CHAIRWOMAN

VERNICE ATKINS-BRADLEY

VICE CHAIRWOMAN

SASCHA RIZZO BOARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

MEMORANDUM

TO: OCHFA Board of Directors		
FROM: W.D. Morris, Executive Director		
CONTACT: Olukayode Adetayo, Chief Financial Officer		
DATE:	November 21, 2019	
RE:	OCHFA FISCAL YEAR 2019, OPERATING FUND – COMPARISON OF ACTUAL REVENUES AND EXPENSES FOR THE PERIODS ENDING OCTOBER 31, 2018 AND OCTOBER 31, 2019. DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING	

Attached for your review is the comparison of the Actual Revenues and Expenses for the periods ending October 31, 2018 and October 31, 2019.

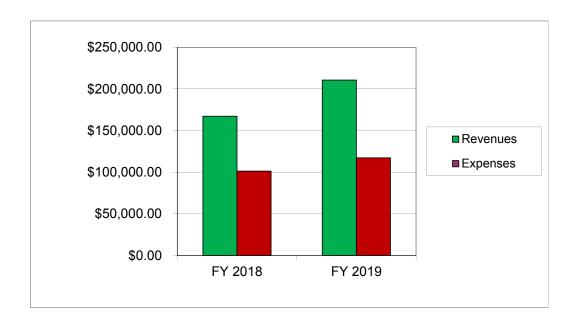
Attachments

Actual Revenues and Expenses Comparison For the Period Ending October 31, 2019

	FY 2018	FY 2019	$\% \Delta$
Revenues	\$167,385.00	\$210,779.00	26%
Expenses	\$101,382.00	\$117,275.00	16%

Revenues increased this year compared with last year. This is due to adjustments in the prior year that are not present in the current year. The overall change in revenues is 26%.

Overall expenses increased slightly this year compared to last year due to higher salaries and benefits. The overall change in expenses is 16%.





W.D. MORRIS
EXECUTIVE DIRECTOR

CONSENT ITEM

BOARD OF DIRECTORS

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BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

MEMORANDUM

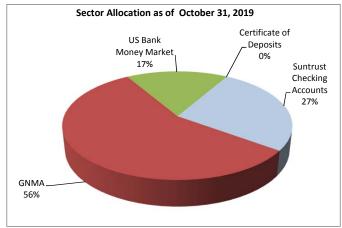
TO:	OCHFA Board of Directors		
FROM: W.D. Morris, Executive Director CONTACT: Olukayode Adetayo, Chief Financial Officer DATE: November 21, 2019			
		RE:	SUMMARY OF OCHFA'S OPERATING FUND INVESTMENTS. DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING

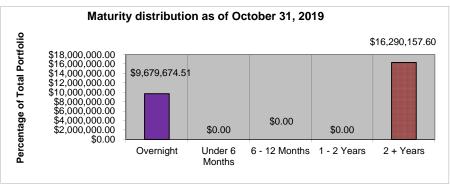
As of October 31, 2019 the total investments in the Operating Fund of the Orange County Housing Finance Authority was \$25,969,832.11, producing an average yield of 2.608% as shown in the Summary of Accounts. If you have any questions on this matter do not hesitate to ask me.

Attachments

Orange County Housing Finance Authority Summary of Accounts as of October 31, 2019

					Average Yield
Account	Account #	Institution	Ending Balance ¹	Net Interest Earned ¹	(Annualized)1
Operating Fund	215252054184-000	Suntrust Bank	\$2,949,938.59	\$0.00	0.0000%
Low Income Housing Fund	215252054192-000	Suntrust Bank	\$1,207,316.72	\$4,029.97	1.0000%
Homeownership Assistance Fund	1000042656834	Suntrust Bank	\$1,776,906.85	\$0.00	0.0000%
Custody Account	129142000	US Bank Money Market	\$3,445,266.37	\$4,120.07	1.3000%
Custody Account	129142000	US Treasury Note	\$0.00	\$0.00	1.2500%
Custody Account	129142000	US Bank Certificate of Deposit	\$0.00	\$2,444.44	2.7500%
Custody Account	129142000	GNMA - OCHFA Investment	\$12,567,074.12	\$45,427.66	5.0700%
Custody Account	141763000	US Bank Money Market /NIBP	\$70,147.70	\$172.07	1.3000%
Custody Account	261060000	US Bank Money Market /Turnkey	\$230,098.28	\$251.60	1.3000%
FHLB Collateral	28786	FHLBank Atlanta	\$636,725.84	\$0.00	5.4900%
FHLB Tranch 2	28786	FHLBank Atlanta	\$3,086,357.64	\$0.00	3.5000%
Total			\$25,969,832.11	\$56,445.81	2.608%





\$9,679,674.51

W.D. MORRIS
EXECUTIVE DIRECTOR

CONSENT ITEM

BOARD OF DIRECTORS

MERCEDES MCCALL

VERNICE ATKINS-BRADLEY VICE CHAIRWOMAN

SASCHA RIZZO BOARD MEMBER

CURTIS HUNTER

ALBERT HANKS
BOARD MEMBER

MEMORANDUM

TO:	OCHFA Board of Directors
FROM:	W.D. Morris, Executive Director
CONTACT:	Frantz Dutes, Director Program Operations
DATE:	November 21, 2019
RE:	STATUS REPORT: 2018-A HOMEOWNER REVENUE BOND PROGRAM; TBA "TURNKEY" MORTGAGE LOAN PROGRAM DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING.

BACKGROUND

The **Authority's SERIES 2018-A Homeowner Revenue Bonds (HRB) Program** was authorized by the Board on October 3, 2018 for the aggregate principal amount not-to-exceed TWENTY MILLION DOLLARS (**\$20MM**) of Homeowner Revenue Bond Program proceeds. The Board authorized Staff to begin a pipeline of loans for future issuance. The 2018A (HRB) Program offers a 30-year loan product. The Down Payment Assistance (DPA) is currently at \$7,500, and is a 30-year deferred loan at 0% interest.

<u>PRODUCTS</u>	INTEREST RATES	ORIGINATION FEE
Zero Point	4.250%	1%

Commencing from the initial reservation date there is an aggregate total of Twenty Eight Million Three Hundred Thirty Thousand Thirty Two Dollars (\$28,330,032) financed by the Single Family Acquisition, and Single Family Custody Account. Under the Authority's Advance Loan Program, any loans originated in excess of the principal amount will be "rolled" into the next Single Family Bond Issue. This will mitigate the Authority's overall risk.

As of **November 21,, 2019**:

- One Hundred Seventy Seven (177) loans originated: 174-FHA; 1-VA; 2-USDA-RD.
- The Authority's 2018A DPA program has financed or committed an aggregate total of: Nine Hundred Twenty-Two Thousand Five Hundred Dollars (\$922,500). The aggregate total reported does not include Fifty Four (54) loans, and the associated DPA, Four Hundred Five Thousand Dollars (\$405,000) which was financed by the Florida Housing Finance Agency (FHFA) under the Hardest Hit Fund (HHF) Program.
- The 2018A loan origination activity reported has been adjusted by Three Million One Hundred Ninety-Eight Thousand Three Hundred Sixteen Dollars (\$3,198,316). As we transitioned from the 2017A to the 2018A bond issue, the reporting system used by our Program Administrator is unable to prorate the loans originated between the two bond issues, consequently some of the 2017A loan originations were reported in the loan origination activity for the 2018A bond issue.
- The loan origination activity reported reflects a total of Thirty One Million Five Hundred Twenty-Eight Thousand Three Hundred Forty-Eight Dollars (\$31,528,348).

The Reservation Period start date was **November 8, 2018**, and Final Delivery end date is March **15, 2020**.

BACKGROUND

The Authority's TBA "Turnkey" Mortgage Loan program was authorized by the board on August 2, 2017. This conventional loan program is a partnership with OCHFA, Freddie Mac, and Raymond James and Associates. Since the inception of the program an aggregate total of Eleven Million Thirteen Thousand Four Hundred Sixty Six Dollars (\$11,013,466) has been financed. The Down Payment Assistance is currently at \$7,500, and is a 30 year deferred loan at 0% interest.

As of November 21, 2019:

- Sixty Two (62) loans originated
- Financed or committed an aggregate total of Four Hundred Seventy Two Thousand Five Hundred Dollars (\$472,500) in Down Payment Assistance

ACTION REQUESTED: For information only.

Orange County HFA

Demographic Analysis Report

ORIGINATION SUMMARY REPORT

ORIGINATOR SUMMARY	LOANS	AMOUNT	% OF TOTAL
Atlantic Bay Mortgage Group, LLC.	5	\$907,829.00	2.82%
Bank of England	10	\$1,858,634.00	5.65%
Broker Solutions Inc. DBA New American Funding	5	\$912,634.00	2.82%
Centennial Bank	6	\$969,568.00	3.39%
DHI Mortgage Co., Ltd.	2	\$435,936.00	1.13%
Embrace Home Loans, Inc.	16	\$2,625,426.00	9.04%
Envoy Mortgage, Ltd	13	\$2,320,865.00	7.34%
Equity Prime Mortgage, LLC	10	\$1,983,728.00	5.65%
Fairway Independent Mortgage Corporation	23	\$4,111,918.00	12.99%
FBC Mortgage, LLC	24	\$4,709,067.00	13.56%
Guaranteed Rate, Inc.	1	\$73,641.00	0.56%
Hamilton Group Funding, Inc.	4	\$618,748.00	2.26%
HomeBridge Financial Services Inc.	3	\$412,290.00	1.69%
IBERIABANK Mortgage Company	2	\$352,140.00	1.13%
Land Home Financial Services, Inc.	13	\$2,169,898.00	7.34%
loanDepot.com, LLC	1	\$210,123.00	0.56%
Movement Mortgage, LLC	2	\$314,203.00	1.13%
Paramount Residential Mortgage Group, Inc.	1	\$194,167.00	0.56%
Waterstone Mortgage Corporation	36	\$6.347.533.00	20.34%

CITY SUMMARY

177

CITY	LOANS	AMOUNT	% OF TOTAL
Altamonte Springs	1	\$132,554.00	0.56%
Apopka	18	\$3,484,941.00	10.17%
Casselberry	2	\$430,065.00	1.13%
Clermont	1	\$209,142.00	0.56%
Deland	1	\$148,992.00	0.56%
Eustis	3	\$503,608.00	1.69%
Fern Park	1	\$188,030.00	0.56%
Fruitland Park	1	\$184,179.00	0.56%
Groveland	2	\$309,283.00	1.13%
Intercession City	1	\$143,355.00	0.56%
Kissimmee	32	\$5,793,505.00	18.08%
Lady Lake	1	\$203,148.00	0.56%
Leesburg	4	\$740,090.00	2.26%
Maitland	1	\$162,894.00	0.56%
Mascotte	5	\$1,045,092.00	2.82%
Oakland	1	\$122,735.00	0.56%
Ocoee	5	\$941,984.00	2.82%
Orlando	69	\$11,467,897.00	38.98%
Oviedo	1	\$242,526.00	0.56%
Saint Cloud	14	\$2,598,418.00	7.91%
Sanford	5	\$1,043,628.00	2.82%
Tavares	4	\$729,777.00	2.26%
Umatilla	2	\$369,036.00	1.13%
Winter Park	2	\$333,469.00	1.13%
TOTAL	177	\$31,528,348.00	100.00%

COUNTY SUMMARY

LOANS	AMOUNT	% OF TOTAL
24	\$4,442,347.00	13.56%
95	\$16.401.985.00	53.67%
46	\$8,261,851.00	25.99%
12	\$2,422,165.00	6.78%
	24 95	24 \$4.442.347.00 95 \$16.401.985.00 46 \$8,261,851.00

TOTAL 177 \$31,528,348.00 100.00%

HOUSEHOLD ANNUAL INCOME REPORT

ANNUAL INCOME	LOANS	% OF TOTAL
\$15,000-\$29,999	5	2.82%
\$30,000-\$44,999	57	32.20%
\$45.000-\$59.999	84	47.46%
\$60.000-\$74.999	30	16.95%
\$75.000-\$89.999	1	0.56%
TOTAL	177	100.00%

TOTAL

HOUSEHOLD SIZE REPORT

HOUSEHOLD SIZE	LOANS	% OF TOTAL
1 - One person	50	28.25%
2 - Two persons	51	28.81%
3 - Three persons	38	21.47%
4 - Four persons	33	18.64%
5 - Five persons	4	2.26%
6 - Six persons	1	0.56%

TOTAL 177 100.00%

100.00%

\$31,528,348.00

LOAN AMOUNT REPORT				
LOAN AMOUNT	LOANS	% OF TOTAL		
\$50,000-\$75,000	1	0.56%		
\$100,000-\$125,000	12	6.78%		
\$125,000-\$150,000	28	15.82%		
\$150.000-\$175.000	50	28.25%		
\$175,000-\$200,000	32 36	18.08% 20.34%		
\$200,000-\$225,000 \$225,000-\$250,000	36 15	8.47%		
\$250.000-\$275.000	3	1.69%		
TOTAL	177	100.00%		
	PUR	CHASE PRICE REPORT		
PURCHASE PRICE	LOANS	% OF TOTAL		
\$75,000-\$100,000	1	0.56%		
\$100,000-\$125,000	7	3.95%		
\$125,000-\$150,000	24	13.56%		
\$150,000-\$175,000	43	24.29%		
\$175,000-\$200,000	40	22.60%		
\$200,000-\$225,000	38	21.47%		
\$225,000-\$250,000	19	10.73%		
\$250,000-\$275,000	4	2.26%		
\$275,000-\$300,000	1	0.56%		
TOTAL	177	100.00%		
	L	OAN TYPE REPORT		
LOAN TYPE	LOANS	% OF TOTAL		
FHA	174	98.31%		
USDA-RHS VA	2	1.13% 0.56%		
TOTAL	177	100.00%		
TOTAL				
	PRC	PERTY TYPE REPORT		
PROPERTY TYPE	LOANS	% OF TOTAL		
1 Unit Single Family Detached	154	87.01%		
Condominium Rowhouse	2 2	1.13% 1.13%		
Townhouse	19	10.73%		
TOTAL	177	100.00%		
		EGORY TYPE REPORT		
TYPE	LOANS	% OF TOTAL		
Existing	150	84.75%		
New	27	15.25%		
Unspecified	0	0.00%		
TOTAL	177	100.00%		
	TARGE	ET/NON TARGET REPORT		
TYPE LOAN		% OF TOTAL		
	\$850,292.00	3.39%		
NON TARGET 17	1 \$30.678.056.00	96.61%		
TOTAL 177	7 \$31,528,348.00	100.00%		
	,, ,	,		
	INTERE	ST RATE LISTING REPORT		
RATE		COUNT	AMOUNT	% OF TOTAL
4.2500%		26	\$4.820.869.00	14.69%
4.3750%		.4	\$798,159.00	2.26%
4.5000%		14	\$2,496,849.00	7.91%
4.7500% 4.8750%		39 25	\$6,994,310.00 \$4,470,724.00	22.03% 14.12%
5.0000%		58	\$10,081,687.00	32.77%
5.2500%		11	\$1,865,750.00	6.21%
		- 11	1.,150,1.00.00	J.E1 /01

177

\$31,528,348.00

TOTAL

Pg. 22

100.00%

INTEREST RATE RANGES REPORT

RATE	LOANS	% OF TOTAL
4.2500% - 4.4900%	30	16.95%
4.5000% - 4.7400%	14	7.91%
4.7500% - 4.9900%	64	36.16%
5.0000% - 5.2400%	58	32.77%
5.2500% - 5.4900%	11	6.21%
TOTAL	177	100 00%

FIRST TIME HOMEBUYER REPORT

FIRST TIME HOMEBUYER	LOANS	% OF TOTAL
No	0	0.00%
Yes	177	100.00%
TOTAL	177	100.00%

ADDITIONAL MORTGAGE REPORT

ADDTL MTG PROGRAM \ PRIMARY MTG PROGRAM	LOANS	AMOUNT	AVERAGE LOAN
Orange DPA 2018 \ Orange 2018A SF Program	123	\$922,500.00	\$7,500.00

GENDER REPORT	
% OF TOTAL	
52.54% 47.46% 0.00%	
47.46%	
0.00%	
0.00%	

TOTAL 177 100.00%

LOANS

93

84 0

GENDER

FEMALE NONBINARY UNDISCLOSED

MALE

RACE REPORT

DESCRIPTION	LOANS	% OF TOTAL
Asian	1	0.56%
Asian & White	1	0.56%
Black/ African American	51	28.81%
Missing	1	0.56%
Other	6	3.39%
Tenant Declined to Respond	5	2.82%
White	112	63.28%

TOTAL 177 100.00%

ETHNICITY REPORT

ETHNICITY	LOAN	AMOUNT	% OF TOTAL
HISPANIC	77	\$14,013,753.00	43.50%
NON HISPANIC	90	\$15,764,252.00	50.85%
OTHER	10	\$1.750.343.00	5.65%
TOTAL	177	\$31,528,348.00	100.00%

RACE BY ETHNICITY REPORT

RACE	HISPANIC	NONHISPANIC	OTHER	LOANS	% OF TOTAL
Asian	0	1	0	1	0.56%
Asian & White	0	1	0	1	0.56%
Black/ African American	1	49	1	51	28.81%
Missing	1	0	0	1	0.56%
Other	2	0	4	6	3.39%
Tenant Declined to Respond	0	1	4	5	2.82%
White	73	38	1	112	63.28%
TOTAL	77	90	10	177	100.00%

PIPELINE REPORT

PROGRAM PIPELINE	LOANS	AMOUNT	% OF
Reservation	4	\$947,213.00	2.26%
UW Certification	15	\$2,618,241.00	8.47%
eHP Compliance	3	\$476,214.00	1.69%
Pooled	3	\$581,842.00	1.69%
Investor/Trustee	152	\$26,904,838.00	85.88%
TOTAL	177	\$31.528.348.00	100.00%

PROGRAM SUMMARY

AVERAGE PRINCIPAL	\$178,126.26
AVERAGE PURCHASE PRICE:	\$183,429.44
AVERAGE DPA AMOUNT:	\$7,500.00
AVERAGE AGE OF PRIMARY	40
AVERAGE HOUSEHOLD SIZE:	2
AVERAGE EMPLOYED IN HOUSEHOLD:	1
AVERAGE HOUSEHOLD ANNUAL	\$49,674.83

CODE ORU

NAME Orange 2018A SF Program

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Orange County HFA

Demographic Analysis Report Orange Freddie Mac Program

ORIGINATION SUMMARY REPORT

ORIGINATOR SUMMARY	LOANS	AMOUNT	% OF TOTAL
Atlantic Bay Mortgage Group, LLC.	2	\$335,620.00	3.23%
Bank of England	3	\$597,475.00	4.84%
Broker Solutions Inc, DBA New American Funding	11	\$2,098,607.00	17.74%
Christensen Financial, Inc.	5	\$841,605.00	8.06%
Columbus Capital Lending LLC	1	\$124,925.00	1.61%
Envoy Mortgage, Ltd	2	\$425,810.00	3.23%
Fairway Independent Mortgage Corporation	7	\$1,163,733.00	11.29%
FBC Mortgage, LLC	5	\$1,042,905.00	8.06%
Guaranteed Rate, Inc.	1	\$116,850.00	1.61%
Hamilton Group Funding, Inc.	1	\$142,590.00	1.61%
Land Home Financial Services, Inc.	3	\$625,421.00	4.84%
Movement Mortgage, LLC	1	\$135,800.00	1.61%
Waterstone Mortgage Corporation	20	\$3,362,125.00	32.26%

TOTAL 62 \$11,013,466.00 100.00%

CITY SUMMARY

CITY	LOANS	AMOUNT	% OF TOTAL
Altamonte Springs	3	\$399,050.00	4.84%
Apopka	7	\$1,206,571.00	11.29%
Casselberry	2	\$206,625.00	3.23%
Clermont	1	\$106,400.00	1.61%
Eustis	1	\$164,803.00	1.61%
Fruitland Park	1	\$169,750.00	1.61%
Kissimmee	8	\$1,631,197.00	12.90%
Mascotte	1	\$204,188.00	1.61%
Mount Dora	1	\$169,750.00	1.61%
Ocoee	2	\$439,560.00	3.23%
Orlando	25	\$4,382,462.00	40.32%
Oviedo	1	\$261,250.00	1.61%
Saint Cloud	3	\$597,650.00	4.84%
Sanford	2	\$351,120.00	3.23%
Sorrento	1	\$232,275.00	1.61%
Tavares	1	\$161,500.00	1.61%
Winter Springs	2	\$329,315.00	3.23%
TOTAL	62	\$11,013,466.00	100.00%

COUNTY SUMMARY

COUNTY	LOANS	AMOUNT	% OF TOTAL
Lake	7	\$1,208,666.00	11.29%
Orange	35	\$6,178,943.00	56.45%
Osceola	10	\$2,078,497.00	16.13%
Seminole	10	\$1,547,360.00	16.13%

TOTAL 62 \$11,013,466.00 100.00%

HOUSEHOLD ANNUAL INCOME REPORT

ANNUAL INCOME	LOANS	% OF TOTAL
\$15,000-\$29,999	1	1.61%
\$30,000-\$44,999	21	33.87%
\$45,000-\$59,999	24	38.71%
\$60,000-\$74,999	11	17.74%
\$75,000-\$89,999	5	8.06%
TOTAL	62	100 00%

HOUSEHOLD SIZE REPORT

HOUSEHOLD SIZE	LOANS	% OF TOTAL
1 - One person	25	40.32%
2 - Two persons	14	22.58%
3 - Three persons	8	12.90%
4 - Four persons	11	17.74%
5 - Five persons	3	4.84%
6 - Six persons	1	1.61%

TOTAL 62 100.00%

		LOAN A	MOUNT REPORT		
LOAN AMOUNT		LOANS	% OF TOTAL		
\$75,000-\$100,000		2	3.23%		
\$100,000-\$125,000		6	9.68%		
\$125,000-\$150,000 \$150,000-\$175,000		8 15	12.90% 24.19%		
\$175,000-\$200,000		11	17.74%		
\$200,000-\$225,000		13	20.97%		
\$225,000-\$250,000		5 2	8.06%		
\$250,000-\$275,000			3.23%		
TOTAL		62	100.00%		
		PURCHAS	SE PRICE REPORT		
PURCHASE PRICE \$75,000-\$100,000		LOANS 2	% OF TOTAL 3.23%		
\$100,000-\$125,000		4	6.45%		
\$125,000-\$150,000		7	11.29%		
\$150,000-\$175,000		11	17.74%		
\$175,000-\$200,000		11	17.74%		
\$200,000-\$225,000 \$225,000-\$250,000		14 11	22.58% 17.74%		
\$250,000-\$275,000		1	1.61%		
\$275,000-\$300,000		1	1.61%		
TOTAL		62	100.00%		
		LOAN	TYPE REPORT		
LOAN TYPE FreddieMac HFA Advar	ntage	LOANS 62	% OF TOTAL 100.00%		
TOTAL	nago	62	100.00%		
			TY TYPE REPORT		
DDODEDTY TYPE					
PROPERTY TYPE 1 Unit Single Family De	tached	LOANS 48	% OF TOTAL 77.42%		
Condominium	Addition	10	16.13%		
Duplex w/approval		2	3.23%		
Rowhouse Townhouse		1 1	1.61% 1.61%		
TOTAL		62	100.00%		
TOTAL					
			RY TYPE REPORT		
TYPE		LOANS	% OF TOTAL		
Existing New		59 3	95.16% 4.84%		
Unspecified		0	0.00%		
TOTAL		62	100.00%		
			ON TARGET REPORT		
		TARGETARC	N TANGET KEI OKT		
TYPE	LOANS	AMOUNT	% OF TOTAL		
TARGET	2	\$335,555.00	3.23%		
NON TARGET	60	\$10,677,911.00	96.77%		
TOTAL	62	\$11,013,466.00	100.00%		
DATE		INTERESTRA	ATE LISTING REPORT	AMOUNT	9/ OF TOTAL
RATE 4.5000%			COUNT 2	AMOUNT \$354,050.00	% OF TOTAL 3.23%
4.6250%			1	\$240,560.00	1.61%
4.7500% 4.8750%			5 6	\$1,085,750.00 \$1,009,560.00	8.06% 9.68%
5.0000%			1	\$179,550.00	1.61%
5.1250% 5.2500%			2 18	\$327,240.00 \$2,999,840.00	3.23% 29.03%
5.2500%			20	\$2,999,840.00 \$3,441,481.00	29.03% 32.26%
5.5000%			4	\$781,307.00	6.45%
TOTAL				•	100.00%
		INTEREST RA	ATE RANGES REPORT		
RATE	LOANS		% OF TOTAL		
4.5000% - 4.7400% 4.7500% - 4.9900%	3 11		4.84% 17.74%		
4.7500% - 4.9900% 5.0000% - 5.2400%	11 3		17.74% 4.84%		
5.2500% - 5.4900%	38		61.29%		
5.5000% - 5.7400%	7		11.29%		
TOTAL	62		100.00%		

Pg. 26

FIRST TIME HOMEBUYER REPORT

FIRST TIME HOMEBUYER	LOANS	% OF TOTAL
No	2	3.23%
Yes	60	96.77%

TOTAL 62 100.00%

ADDITIONAL MORTGAGE REPORT

ADDTL MTG PROGRAM \ PRIMARY MTG PROGRAM	LOANS	AMOUNT	AVERAGE LOAN
Orange AIS \ Orange Freddie Mac Program	19	\$30,500.00	\$1,605.26
Orange DPA 2017 \ Orange Freddie Mac Program	28	\$210,000.00	\$7,500.00
Orange DPA 2018 \ Orange Freddie Mac Program	35	\$262,500.00	\$7,500.00

GENDER REPORT

GENDER	LOANS	% OF TOTAL
MALE	36	58.06%
FEMALE	26	41.94%
NONBINARY	0	0.00%
UNDISCLOSED	0	0.00%
TOTAL	62	100.00%

RACE REPORT

DESCRIPTION	LOANS	% OF TOTAL
American Indian/ Alaskan Native & Black/ African	1	1.61%
Black/ African American	14	22.58%
Black/African American & White	1	1.61%
Other	5	8.06%
White	41	66.13%

TOTAL 62 100.00%

ETHNICITY REPORT

ETHNICITY	LOAN	AMOUNT	% OF TOTAL
HISPANIC	23	\$4,037,981.00	37.10%
NON HISPANIC	39	\$6,975,485.00	62.90%
OTHER	0	\$0.00	0.00%
TOTAL	62	\$11,013,466.00	100.00%

RACE BY ETHNICITY REPORT

RACE	HISPANIC	NONHISPANIC	OTHER	LOANS	% OF TOTAL
American Indian/ Alaskan Native & Black/ African American	1	0	0	1	1.61%
Black/ African American	0	14	0	14	22.58%
Black/African American & White	1	0	0	1	1.61%
Other	3	2	0	5	8.06%
White	18	23	0	41	66.13%
TOTAL	23	39	0	62	100.00%

PIPELINE REPORT

PROGRAM PIPELINE	LOANS	AMOUNT	% OF TOTAL
Reservation	1	\$198,850.00	1.61%
UW Certification	1	\$240,560.00	1.61%
eHP Compliance	2	\$468,510.00	3.23%
Purchased/Servicer	3	\$557,750.00	4.84%
Investor/Trustee	55	\$9,547,796.00	88.71%
TOTAL	62	\$11.013.466.00	100.00%

PROGRAM SUMMARY

AVERAGE PRINCIPAL MORTGAGE:	\$177,636.55
AVERAGE DPA AMOUNT:	\$6,134.15
AVERAGE AGE OF PRIMARY BORROWER:	38
AVERAGE HOUSEHOLD SIZE:	2
AVERAGE EMPLOYED IN HOUSEHOLD:	1
AVERAGE HOUSEHOLD ANNUAL INCOME:	\$51,925.56



W.D. MORRIS EXECUTIVE DIRECTOR

CONSENT ITEM

MEMORANDUM

BOARD OF DIRECTORS

MERCEDES MCCAL	I
CHAIRWOMAN	

VERNICE ATKINS-BRADLEY VICE CHAIRWOMAN

SASCHA RIZZO BOARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

TO:	OCHFA Board of Directors				
FROM:	W.D. Morris, Executive Director				
CONTACT:	Mildred Guzman, Administrator – Program Operations				
DATE:	DATE: November 21, 2019				
RE:	MULTI-FAMILY OCCUPANCY/ INSPECTION REPORT DECEMBER 4, 2019 - REGULAR BOARD OF DIRECTORS' MEETING.				

OCCUPANCY REPORT

The Occupancy Report for the period of October 24 to November 21, 2019, was 98% for all units and 94% for units meeting set-aside requirements.

Multi-Family Rental Occupancy and Set-aside Summary - A summary of the occupancy and set-aside average rates for each period by property is provided.

MULTI-FAMILY INSPECTION REPORT

Four audits were conducted during the same period: Oviedo Town Center Apartments Phase I, II, III, & IV. Copy of each report is included for your information.

ACTION REQUESTED

For information only.

Multi-Family Occupancy Report

3eginReportingPeriod: 10/24/2019 EndReportingPeriod: 11/21/2019									
Property: (Status, Address)	Total Units	Occupied Units	Occup.	Prior Month Occu%	Occupied Unit	Cocup.	w Income: Prior Month Occup.%	Flag%	Comments
Alta Westgate (Westgate Apts), Act 6872 Alta West Drive, Orlando	240	240	100%	100%	240	100%	100%	40%	
Anderson Oaks, Active 708 Anderson St, Orlando	12	12	100%	100%	12	100%	100%	100%	
Boca Vista(Chantham Harbor Refu 545 Nantucket Court, Altamonte Springs	324 s	299	92%	92%	65	20%	20%	20%	
Charleston Club Apts, Active 500 Fox Quarry Lane, Sanford	288	286	99%	99%	244	85%	85%	40%	
City View (West Church St), Active 595 West Church Street, Orlando	266	257	97%	97%	141	53%	53%	40%	
Club at Eustis, Active 2750 David Walker Dr, Eustis	96	95	99%	99%	95	99%	99%	40%	
Cove at Lady Lake, Active 735 S. Hwy 27/441, Lady Lake	176	172	98%	98%	172	98%	98%	40%	
Crestwood Apartments, Active 3121 Crestwood Circle, St. Cloud	216	216	100%	100%	216	100%	100%	40%	
Dean Woods, Active 9808 Dean Woods Place, Orlando	48	48	100%	100%	48	100%	100%	100%	
Delaney Apartments, Active 507 Delaney Avenue, Orlando	8	8	100%	100%	8	100%	100%	100%	
Emerald Villas (Seville Place), Acti 5450 Cholla Way, Orlando	264	263	100%	100%	263	100%	100%	40%	
Fountains at Lee Vista, Active 5743 Bent Pine Dr, Orlando	508	481	95%	95%	269	53%	53%	31%	
Fountains at Millenia II, Active 5316 Millenia Blvd., Orlando	32	32	100%	100%	32	100%	100%	40%	
33 TO Millerlia Divu., Orialiuo									

Thursday, November 21, 2019 Page 1 of 4

Property: (Status, Address)	Total Units	Occupied Units	Occup.	Prior Month Occu%	Occupied Unit	Cocup.	W Income: Prior Month Occup.%	Flag%	Comments
Fountains at Millenia III, Active 5316 Millenia Blvd., Orlando	82	80	98%	98%	80	98%	98%	40%	
Fountains at Millenia IV, Active 5316 Millenia Blvd, Orlando	100	99	99%	99%	99	99%	99%	40%	
Goldenrod Pointe Apartments, Acti 3500 N Goldenrod Road, Orlando	70	69	99%	99%	69	99%	99%	60%	
Governors Manor, Active 2861 LB McLeod Rd, Orlando	120	119	99%	99%	119	99%	99%	75%	
Green Gables (Alhambra Trace), A 5201 Via Alizar Dr, Orlando	95	93	98%	98%	93	98%	98%	100%	
Kensington Oaks, Active 440 S. Mellonville Ave, Sanford	20	20	100%	100%	20	100%	100%	75%	
Lake Davis Apartments, Active 1301 Catherine Street, Orlando	36	36	100%	100%	36	100%	100%	75%	
Lake Harris Cove Apts, Active 32511 Lake Harris Cove Avenue, Lees	152 burg	150	99%	99%	114	75%	75%	40%	
Lake Jennie I, Active 1301 Santa Barbara Dr, Sanford	25	25	100%	100%	25	100%	100%	75%	
Lake Jennie II, Active 1312 Santa Barbara Dr, Sanford	40	39	98%	98%	39	98%	98%	75%	
Lake Sherwood Apartments, Activ 1826 London Crest Drive, Orlando	90	90	100%	100%	90	100%	100%	40%	
Lakeside Pointe, Active 1403 Old Harbor Blvd., Leesburg	128	126	98%	98%	126	98%	98%	40%	
Lancaster Villas, Active 800 W. Lancaster Rd, Orlando	145	141	97%	97%	141	97%	97%	100%	
Landings at Carver Park, Active 1150 Conley Street, Orlando	56	56	100%	100%	56	100%	100%	40%	
Landings on Millennia, Active 5150 Millenia Boulevard, Orlando	336	333	99%	99%	252	75%	75%	40%	

Thursday, November 21, 2019 Page 2 of 4

						Lov	w Income:		
Property: (Status, Address)	Total Units	Occupied Units	Occup. %	Prior Month Occu%	Occupied Unit	Occup. %	Prior Month Occup.%	Flag%	Comments
Landon Pointe Apartments, Active 1705 Grande Pointe Avenue, Orlando	276	265	96%	96%	265	96%	96%	40%	
Landon Trace Townhome(Buchana 1813 Buchanan Bay Circle, Orlando	228	224	98%	98%	224	98%	98%	100%	
Landstar Park Apartments, Active 1001 Landstar Drive, Orlando	156	154	99%	99%	154	99%	99%	40%	
Laurel Oaks I (Sleepy Hollow Apart 2700 Laurel Hollow Dr., Leesburg	144	125	87%	87%	125	87%	87%	40%	
Laurel Oaks II (Sleepy Hollow Apar 2700 Laurel Hollow Dr., Leesburg	108	94	87%	87%	94	87%	87%	40%	
Lee Vista Club Apartments, Active 5903 Lee Vista Blvd, Orlando	312	311	100%	100%	311	100%	100%	40%	
Marbella Cove, Active 7528 Marbella Pt. Drive, Orlando	104	104	100%	100%	104	100%	100%	0%	
Marbella Pointe, Active 7528 Marbella Pt. Drive, Orlando	120	120	100%	100%	120	100%	100%	40%	
Mendel Villas, Active 3538 Aristotle Ave, Orlando	32	32	100%	100%	32	100%	100%	100%	
Nassau Bay Apartments, Active 5200 North Orange Blossom Trail, Orla	492 ndo	488	99%	99%	488	99%	99%	100%	
Oak Harbor Apartments, Active 5770 Harbor Chase Circle, Orlando,	176	175	99%	99%	175	99%	99%	20%	
Oviedo Town Center Ph IV, Active 450 Fontana Circle #105, Oviedo	24	24	100%	100%	24	100%	100%	40%	
Oviedo Town Center Ph. I, Active 450 Fontana Circle #105, Oviedo	106	106	100%	100%	106	100%	100%	40%	
Oviedo Town Ph. II, Active 450 Fontana circle #105, Oviedo	34	34	100%	100%	34	100%	100%	40%	
Oviedo Town Ph. III, Active 450 Fontana circle #105, Oviedo	72	72	100%	100%	72	100%	100%	40%	

Thursday, November 21, 2019 Page 3 of 4

				-			w Income:	Ī	
Property: (Status, Address)	Total Units	Units Units	Occup.	Prior Month Occu%	Occupied Unit	Occup. %	Prior Month Occup.%	Flag%	Comments
Palm Groves Gardens, Active 3944 W.D. Judge Drive, Orlando	142	140	99%	99%	138	97%	97%	75%	
Pebble Creek, Active 1317 Boulder Dr, Kissimmee	72	72	100%	100%	72	100%	100%	100%	
River Ridge Apartment Homes, Act 9957 Hidden River Drive #106, Orlando	160	159	99%	99%	159	99%	99%	40%	
Rolling Acres I, Active 824 CrR 466, Lady Lake	104	102	98%	98%	102	98%	98%	40%	
Rolling Acres II, Active 824 CR 466, Lady Lake	35	35	100%	100%	35	100%	100%	40%	
SouthWinds Cove, Active 3400 Southwinds Cove Way, Leesburg	112	110	98%	98%	88	79%	79%	40%	
Spring Lake Cove I, Active 1508 Spring Lake Cove Lane, Fruitland	96 I Park	93	97%	97%	74	77%	77%	40%	
Spring Lake Cove II, Active 1508 Spring Lake Cove Lane, Fruitland	48 I Park	45	94%	94%	45	94%	94%	40%	
Vista Pines Apartments, Active 401 N Chickasaw Trail, Orlando	238	234	98%	98%	234	98%	98%	40%	
Westwood Park Apartments, Activ 11037 Laguna Bay Dr, Orlando	178	178	100%	100%	178	100%	100%	40%	
Willow Key Apartments, Active 5590 Arnold Palmer Dr, Orlando	384	386	101%	101%	386	101%	101%	40%	
Total Units:	7,926				1				

 Current Period Summary:
 7,767
 98%
 7,003
 94%

 Prior Period Summary:
 7,767
 98%
 7,003
 94%

Total Number of Properties: 54

Thursday, November 21, 2019 Page 4 of 4

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803

PH: (407)894-0014 FAX: (407)897-6679

	<u>OI</u>	N-SITE PROF	PERTY EXA	MINATIO	<u> NC</u>			
Oviedo Town Center P l 450 Fontana Circle #105				Audit Date: Audit Time:			11/19/2019 10:00:00 AM	
Oviedo, FL 32765-					Set Asi	de Res	striction:	40.00%
Total Units: 106								
			Rental Pri					
Efficiency:	1Bedro	om: 2 B	edrooms:	<u>3 Be</u>	<u>drooms</u>	4	Bedroom	<u>1S</u>
\$	\$ 66	32 \$	808	\$	930	\$	1044	
Twenty percent (20% compliance with the B	ond Progra							mine
		44/04/	0040					
		11/21/	2019					
Examiner: Mildred Guzn	nan		reparation		Acknov	vledge	Receipt	and Return
Examiner: Mildred Guzn		Date of P			Acknov	vledge	Receipt	and Return

Thursday, November 21, 2019 Page 1 of 2

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803

PH: (407)894-0014 FAX: (407)897-6679

Oviedo Town Center Ph. I	Audit Date: 11/19/2019						
Examine Areas:	Result:						
1. Buildings	Acceptable						
2. Walks Driveways	Acceptable						
3. Steps	Acceptable						
4. Porches	Acceptable						
5. Windows	Acceptable						
6. Roof	Acceptable						
7. Fence	Acceptable						
8. Landscaping	Acceptable						
9. Amenities	Acceptable						
	Includes: Business/computer Center, Car Care Center, club House, Fitness/Exercise Gym, Picnic Area, Playground, Pool, Washer & Dryer Hookup, Volleyball Court						
10. Unit Condition	0						
Inspected Unit: None avail	able						
30-Day Cure Required for E	Exterior Conditions No						

Additional Comments

NOTICE: These inspections are made for the Authority's use only and in no way are intended to benefit bondholders, residents, or any other person or entity. Moreover, these inspections are superficial only and do not represent the work-product of any environmental engineers, structural engineers, or other engineering professionals and are not to be relied upon by any person or entity.

Thursday, November 21, 2019 Page 2 of 2

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803 PH: (407)894-0014 FAX: (407)897-6679

	Г 11. γ	40 <i>1 </i>	<i>7</i> 01 4 1	AA. (40)	י ופטן ו	-0013	
	0	N-SITE PRO	PERTY EXA	MINATION			
Oviedo Town Ph. II 450 Fontana circle #105 Oviedo, FL 32765- Total Units: 34	5			Α	udit Dat udit Tim et Aside		11/19/2019 10:00:00 AM 40.00%
		Propert	y Rental Pr	icing			
Efficiency:	1Bedro	oom: 2	Bedrooms:	3 Bedro	oms	4 Bedroom	<u>าร</u>
\$ 662	\$ 80	07 \$	930	\$		\$	
Twenty percent (20% compliance with the E	o) of the low Bond Progra	am Requirer	ible residen nents. The	t files were following	e reviev		
			/2019		cknowle	edge Receipt	and Paturn
Examiner: Mildred Guz	man	Date of I	Preparation	^	CKITOWIC	age Necelpt	and Netuill
Report Distribution: , R	esident Man	ager		_			
Tar	nmy Rumrill	- Concord M	anagement	_			

Page 1 of 2 Thursday, November 21, 2019

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803

PH: (407)894-0014 FAX: (407)897-6679

Oviedo Town Ph. II	Audit Date: 11/19/2019
Examine Areas:	Result:
1. Buildings	Acceptable
2. Walks Driveways	Acceptable
3. Steps	Acceptable
4. Porches	Acceptable
5. Windows	Acceptable
6. Roof	Acceptable
7. Fence	Acceptable
8. Landscaping	Acceptable
9. Amenities	Acceptable
	ter Center, Car Care Center, club House, Fitness/Exercise a, Playground, Pool, Washer & Dryer Hookup, Volleyball Court
10. Unit Condition	0
Inspected Unit: none availa	able
30-Day Cure Required for E	Exterior Conditions No

Additional Comments

NOTICE: These inspections are made for the Authority's use only and in no way are intended to benefit bondholders, residents, or any other person or entity. Moreover, these inspections are superficial only and do not represent the work-product of any environmental engineers, structural engineers, or other engineering professionals and are not to be relied upon by any person or entity.

Thursday, November 21, 2019 Page 2 of 2

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803

PH: (407)894-0014 FAX: (407)897-6679

		ON-SITI	E PRO	PERTY EXA	MI	<u>NATION</u>			
Oviedo Town Ph. III 450 Fontana circle #10 Oviedo, FL 32765-	5					Audit I Audit T Set As	ime:		11/19/2019 10:00:00 AM 40.00%
Total Units: 72									
		Pr	operty	Rental P	rici	ng			
Efficiency:	<u>11</u>	Bedroom:	<u>2 l</u>	Bedrooms:		3 Bedrooms		4 Bedroon	<u>18</u>
\$	\$	664	\$	808	\$	931	\$	1044	
compliance with the No discrepancies were		rogram Re	equiren	nents. The	e fo	llowing resul	t wa	s found:	
			11/21	/2019					
Examiner: Mildred Guz	zman	Da	ate of F	reparation	_	Acknow	wled	ge Receipt	and Return
Report Distribution: , F	Resident	Manager							
Та	mmy Ru	mrill - Cond	cord Ma	anagement					

Thursday, November 21, 2019 Page 1 of 2

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803

PH: (407)894-0014 FAX: (407)897-6679

Oviedo Town Ph. III		Audit Date:	11/19/2019
Examine Areas:	Result:		
1. Buildings	Acceptable		
2. Walks Driveways	Acceptable		
3. Steps	Acceptable		
4. Porches	Acceptable		
5. Windows	Acceptable		
6. Roof	Acceptable		
7. Fence	Acceptable		
8. Landscaping	Acceptable		
9. Amenities	Acceptable		
	ter Center, Car Care Center, club House, F. a, Playground, Pool, Washer & Dryer Hooku		
10. Unit Condition	0		
Inspected Unit: none availa	able		
30-Day Cure Required for E	Exterior Conditions No		

NOTICE: These inspections are made for the Authority's use only and in no way are intended to benefit bondholders, residents, or any other person or entity. Moreover, these inspections are superficial only and do not represent the work-product of any environmental engineers, structural engineers, or other engineering professionals and are not to be relied upon by any person or entity.

Additional Comments

Thursday, November 21, 2019 Page 2 of 2

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803 PH: (407)894-0014 FAX: (407)897-6679

ON-SITE PROPERTY EXAMI Oviedo Town Center Ph IV 450 Fontana Circle #105 Oviedo, FL 32765- Total Units: 24	NATION Audit Date: Audit Time: Set Aside Restriction:	11/19/2019 10:00:00 AM 40.00%
450 Fontana Circle #105 Oviedo, FL 32765-	Audit Time:	10:00:00 AM
Oviedo, FL 32765-	Audit Time:	10:00:00 AM
	Set Aside Restriction:	
Total Units: 24		
Property Rental Pric	ng	
Efficiency: 1Bedroom: 2 Bedrooms:	3 Bedrooms 4 Bedroor	<u>ns</u>
\$ \$ 662 \$	\$ 1044	
i		
Management Company: Concord Management		
Manager Assisting: Timothy Naïve		
File Examination Conclusion: 30 Days C	ure Required for File Condition	n: No
Twenty percent (20%) of the lower and eligible resident f	iles were reviewed to dete	rmine
compliance with the Bond Program Requirements. The fo	llowing result was found:	
No discrepancies were found		
11/21/2019		
Examiner: Mildred Guzman Date of Preparation	Acknowledge Receipt	and Return
Report Distribution: Marisol , Resident Manager		
Tammy Rumrill - Concord Management	-	
rammy ramm - concord management		

Page 1 of 2 Thursday, November 21, 2019

ORANGE COUNTY HOUSING FINANCE AUTHORITY 2211 E. HILLCREST STREET, ORLANDO, FL. 32803

PH: (407)894-0014 FAX: (407)897-6679

Oviedo Town Center Ph IV	Audit Date: 11/19/2019
Examine Areas:	Result:
1. Buildings	Acceptable
2. Walks Driveways	Acceptable
3. Steps	Acceptable
4. Porches	Acceptable
5. Windows	Acceptable
6. Roof	Acceptable
7. Fence	Acceptable
8. Landscaping	Acceptable
9. Amenities	Acceptable
	uter Center, Car Care Center, club House, Fitness/Exercise ea, Playground, Pool, Washer & Dryer Hookup, Volleyball Court
10. Unit Condition	0
Inspected Unit: None ava	ilable
30-Day Cure Required for	Exterior Conditions No

NOTICE: These inspections are made for the Authority's use only and in no way are intended to benefit bondholders, residents, or any other person or entity. Moreover, these inspections are superficial only and do not represent the work-product of any environmental engineers, structural engineers, or other engineering professionals and are not to be relied upon by any person or entity.

Additional Comments

Thursday, November 21, 2019 Page 2 of 2



W.D. MORRIS
EXECUTIVE DIRECTOR

DISCUSSION ITEM

BOARD OF DIRECTORS

MERCEDES MCCALL
CHAIRWOMAN

VERNICE ATKINS-BRADLEY VICE CHAIRWOMAN

SASCHA RIZZO

BOARD MEMBER

CURTIS HUNTER
BOARD MEMBER

ALBERT HANKS
BOARD MEMBER

MEMORANDUM

TO:	OCHFA Board of Directors
FROM:	W.D. Morris, Executive Director
DATE:	November 21, 2019
RE:	CONSIDER APPROVAL OF THE REIMBURSEMENT RESOLUTION FOR MULTI-FAMILY TAX-EXEMPT BONDS APPLICATION, SUBMITTED BY THE MILLENNIA HOUSING DEVELOPMENT COMPANIES, FOR THE PROPOSED JERNIGAN GARDENS APARTMENTS, NOT-TO-EXCEED \$43MM. DECEMBER 4, 2019 REGULAR BOARD OF DIRECTORS' MEETING

BACKGROUND

On November 7, 2019, the Authority received the Jernigan Gardens Apartments proposal under the 2019 Open Cycle Allocation Process. The Open Cycle process allows developers to submit Multi-Family proposals for the Authority's consideration throughout the year, or as long as Volume Cap Allocation remains available. Subsequent to Board approval, staff will engage Professionals and proceed with the underwriting process.

The applicant for Jernigan Gardens Apartments is The Millennia Housing Development Ltd. The investment banker is RBC Capital Markets.

CURRENT

The proposal involves the acquisition and rehabilitation of, a 256-unit community. The community will offer two and three bedroom units. The proposed development is located at 1488 Mercy Drive, in Orlando. The proposed development will consist of ninety-six (96) 2-bd/2-ba; and one hundred sixty (160) 3-bd/2-ba — with rents ranging from \$1,190 — \$1,435 per month. This proposed development will be supported by a HUD (Housing Urban Dev) Housing Assistance Plan (HAP), contracted to subsidize the rents for a 20-year period. The proposed development Set-Aside will be 100% at 60% AMI (Area Median Income).

The Multi-Family Mortgage Revenue Bond (MMRB) are proposed to be issued in the not-to-exceed amount of \$43MM. The bonds are to be interest only, at a fixed rate for approximately 18 to 24 months and while outstanding will be collateralized with cash or treasury notes. Upon construction competition, the bonds will be paid-off from the permanent loan funds and Tax-Credit Equity proceeds. The proposed development Debt Coverage Ratio is 1.11, exceeding the Authority's required minimum threshold criteria of 1.10. The sources of funds during construction anticipates the following:

SOURCES	FUNDS
(a) First Mortgage of	\$39,960,000.00
(b) Housing Tax-Credit Equity in the amount of	\$4,050,833.00
(c) PNC Equity Bridge Loan of	\$13,000,000.00
(d) Deferred Developer Fee in the amount of	\$6,650,055.00
(e) Deferred Developer Fee paid after construction completion	\$1,629,682.00
(f) Construction Period Income of	\$3,285,767.00
(g) Working Capital of	\$799,200.00
Total development costs is projected to be	\$69,375,537.00

Enclosed for your review are copies of the Proformas Analysis, Reimbursement Resolution 2019-04 and supporting information.

ACTION REQUESTED

Board approval of the Reimbursement Resolution 2019-04 for Multi-Family Tax-Exempt Bonds for the proposed Jernigan Gardens Apartments, not-to-exceed \$43MM; authorization for staff and Bond Counsel to take the required steps to proceed with the process, and with subsequent submission to the Division of Bond Financing.

RESOLUTION NO. 2019-04

A RESOLUTION DECLARING THE OFFICIAL INTENT OF ORANGE COUNTY HOUSING FINANCE AUTHORITY TO REIMBURSE ITSELF AND/OR JERNIGAN GARDENS FL TC, LP FROM THE PROCEEDS OF DEBT FOR CERTAIN EXPENSES TO BE INCURRED WITH RESPECT TO A CERTAIN MULTIFAMILY HOUSING PROJECT; AND AUTHORIZING CERTAIN INCIDENTAL ACTIONS.

WHEREAS, in connection with the acquisition and rehabilitation of a certain multifamily housing residential rental facility described herein by Orange County Housing Finance Authority (the "Issuer") through a loan to Jernigan Gardens FL TC, LP (the "Owner"), the Issuer and the Owner expect to incur expenses for which the Issuer and/or the Owner will advance internal funds; and

WHEREAS, the Issuer intends to reimburse itself and the Owner for all or a portion of such expenses from the proceeds of debt to be issued by the Issuer and loaned to the Owner.

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY HOUSING FINANCE AUTHORITY:

- **1. <u>Findings</u>**. It is hereby found, ascertained, determined and resolved that:
- (a) There is a shortage of low, middle and moderate housing available as rentals in Orange County, Florida;
- (b) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise;
- (c) The financing, rehabilitation and construction of rental housing for low, middle, and moderate income persons and families in Orange County, Florida, constitutes a public purpose;
- (d) A multifamily housing project consisting of 256 units, located at 1488 Mercy Drive, Orlando, Orange County, Florida 32808, to be acquired and rehabilitated by the Owner, to be known as Jernigan Gardens Apartments (the "Development"), will assist in alleviating the shortage of rental housing for low, middle and moderate income residents of Orange County;
- (e) The Owner has requested the Issuer to issue revenue bonds (the "Bonds") in an amount which, together with other available funds, will be sufficient to finance the cost of the acquisition and rehabilitation of the Development and to pay other costs and fees incidental to the issuance of the Bonds. The Bonds are to be secured by certain assets, revenues and moneys described in the trust indenture securing such bonds. By virtue of the provisions of Section 142 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations in effect thereunder or under the 1954 Code, the interest on the Bonds will be excludable from gross income for federal income tax purposes if certain criteria fixed by said provisions (the "Tax Requirements") are met;

- (f) The Tax Requirements provide, among other things, that if, as in the case of the Development, the original use of a development commences (or the acquisition of a development occurs) on or after the date that obligations are issued to provide such development, an official intent with respect to such obligations must be adopted by the issuer of such obligations within 60 days after the commencement of the construction or acquisition of such development;
- (g) The Owner has agreed or will agree (i) to make all units available for rental by members of the general public and (ii) not to rent any unit to the owner of the Development or to any person related (as defined in said Treasury regulations) to such owner.
- **2. Declaration of Official Intent**. The Issuer hereby declares its official intent to reimburse itself and the Owner from the proceeds of tax-exempt debt to be incurred by the Issuer or the Owner, respectively, for expenses incurred with respect to the Development within 60 days prior to the date of this Resolution and subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation § 1.150-2. The tax-exempt debt to be issued to finance the Development is expected not to exceed an aggregate principal amount of \$43,000,000.
- **3. Further Authorization**. The Issuer hereby authorizes Staff, General Counsel and Bond Counsel to negotiate and prepare a plan of financing and to commence the structuring of a debt instrument or instruments to provide up to \$43,000,000 in tax-exempt financing for the Development in order to maintain rental units for low, middle, or moderate income persons and families in a qualifying housing development, including reimbursement for qualified costs incurred pursuant to Treasury Regulation § 1.150-2. The financing of the qualifying housing development shall, however, be conditioned upon the following:
- (a) The plan of financing for the development shall include a rent schedule to be approved by the Issuer.
- (b) The plan of financing shall include tenant income restriction provisions in compliance with section 142(d) of the Code.
- (c) The owner shall not discriminate in the use, occupancy or rental of the units against persons or families with children.
- (d) Any non-revenue units for Owner use, such as models and manager apartments, must be financed at Owner's expense from other than Bond proceeds.
- **4.** <u>Conditions</u>. In the event that the Issuer and the Owner are unable to reach an agreement with respect to the terms and details of the Bonds or the contracts therefor, or if other circumstances prevent the issuance of the Bonds, there shall be no resultant liability on either the Issuer or the Owner nor shall any third party have any rights against either the Issuer or the Owner by virtue of this resolution. The obligation of the Issuer to issue the Bonds pursuant to this Resolution is further conditioned upon the following:
- (a) The information contained in the application of the Owner and now on file with the Issuer shall not change in any material respect. Any such material change shall be brought to the

attention of the Issuer immediately in writing for further consideration by the Issuer and its General Counsel and Bond Counsel.

- (b) A public hearing shall have been conducted as required by Section 147(f) of the Code.
- (c) Upon issuance and delivery of the Bonds there shall be delivered to the Issuer an opinion of Bond Counsel to the effect that the Bonds are valid and binding obligations of the Issuer and that interest on the Bonds is excludable from gross income for federal income tax purposes.
- (d) The Bonds shall be issued and delivered within 12 months from the date of adoption of this Resolution, unless such date is extended by action of the Issuer.
- **5.** Other Conditions. The Owner has agreed to comply with all land use restrictions relating to tax-exempt financing including but not limited to those promulgated pursuant to Section 142(d) of the Code. The Owner acknowledges that the adoption of this resolution in no way implies final approval of the proposed transaction, such transaction being subject to all policies, guidelines and procedures of the Issuer and a majority affirmative vote of its Board.
- **6.** <u>Incidental Action</u>. Any member of the Issuer and General Counsel and Bond Counsel to the Issuer are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORANGE COUNTY HOUSING FINANCE AUTHORITY
ACTIONIT
By:[Vice] Chairman

Effective Date. This Resolution shall take effect immediately upon its adoption.

7.

Passed this 4th day of December, 2019.

W.D. Morris EXECUTIVE DIRECTOR

BOARD OF DIRECTORS

MERCEDES MCCALL CHAIRMAN

VERNICE ATKINS-BRADLEY VICE CHAIRMAN

SASCHA RIZZO ROARD MEMBER

CURTIS HUNTER BOARD MEMBER

ALBERT HANKS BOARD MEMBER

MEMORANDUM

TO:	W.D. Morris, Executive Director
FROM:	Frantz Dutes, Director Program Operations
DATE:	November 20, 2019
RE:	JERNIGAN GARDEN APARTMENTS

I have completed my preliminary review of an application for tax exempt bond financing for the acquisition, and rehabilitation of Jernigan Garden Apartments, fka Windsor Cove Apartments. The proposed development will consist of 256 affordable housing units. The application was submitted by Jernigan Gardens FL TC, LP. As presented the project has a 1.11 Debt Service Coverage (DSC) ratio, which exceeds our minimum DSC of 1.10. The developer, Millennia Housing Development, Ltd. (Jernigan Gardens TC Investment LLC) has a long standing history of acquiring, preserving, and rehabilitating multi-family residential rental properties receiving rental or other subsidies from the U.S. Department of HUD, USDA Rural Development, and expiring tax credit properties nationally. The proposed development is located at 1488 Mercy Drive, Orlando, Florida 32808. The following is a summary of the Unit Bedroom Mix, and Proposed Rental Rates anticipated at stabilization:

Units	Popul	AMI ation Served	Bedroom(s)	Stabilized Rental Rates
96		60%	2	\$ 1,190
160		60%	3	\$ 1,435

It is anticipated that the acquisition, and rehabilitation of Jernigan Garden Apartments will be financed through a combination of Tax Exempt Bonds, HUD insured 221(d)(4) loan, Deferred Developer Fees, and an allocation of 4% Low Income Tax Credits from FHFC. The development will be financed with a bond issue of up to \$43,000,000. Once construction is completed in approximately 18 months, the bonds will be repaid. During construction, the proceeds of the FHA insured 221(d) (4) mortgage will be used as the collateral for the bonds, and the proceeds of the bonds will be used to pay for project costs incurred. Additionally, Deferred Developer Fees in the amount of approximately \$10,835,000 will be repaid from available cash flow. The Developer will set aside 5% of the units as "Type A" ADA accessible units. Upon successful rehabilitation of the units, HUD will execute a Housing Assistance Plan (HAP) contract to subsidize the rents for a period of 20 years.

C: Olukayode Adetayo, Chief Financial Officer

I recommend submission of Jernigan Garden Apartments as presented to the board for

approval.

PROFORMA ANALYSIS

JERNIGAN GAEDEN APARTMENTS

20-Nov-2019

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30	U	\mathbf{r}	C	LJ.	

CONSTRUCTION		ļ	PERMANENT	1
		\$	39,960,000.00	First Mortgage
\$	8,279,737.00	\$	6,650,055.00	Deferred Dev. Fee
\$	1,970,249.00	\$	1,970,249.00	Const. Period Inc. (Exp)
\$	39,960,000.00	\$		Bonds/Tax Exempt
\$	4,050,833.00	\$	19,479,715.00	LIHTC Equity
\$	13,000,000.00			PNC Equity Bridge Loan
\$	799,200.00			Working Capital
\$	1,315,518.00	\$	1.315.518.00	Const. Period Inc. (Cash)
	.,,	~	.,,	z z z z z z z z z z z z z z z z z z z

1) The first mortgage will be financed as follows:				
\$41,596,200.00	HUD 223(f) Loan			
3.95%	Rate			
40.00	Term - Years			
\$2,070,663.00	Debt Service/Yearly			
\$172,555.00	Debt Service/Monthly			

DEBT SERVICE CALCULATION:

\$ 69,375,537.00 \$ 69,375,537.00 TOTAL SOURCES

USI	USES: (TOTAL DEVELOPMENT COSTS)						
\$	27,500,000.00	\$	27,500,000.00	Acquisition Cost			
\$	19,462,791.00	\$	19,462,791.00	Construction			
\$	599,500.00	\$	599,500.00	Architectural & Eng.			
\$	3,790,472.00	\$	3,790,472.00	Financing Costs			
\$	310,000.00	\$	310,000.00	Legal Fees			
\$	1,327,714.00	\$	1,327,714.00	Closing Costs			
\$	355,741.00	\$	355,741.00	Tax Credit Fees			
\$	10,835,000.00	\$	10,835,000.00	Developers Fee			
\$	5,194,319.00	\$	5,194,319.00	Total Owner Cost			
\$	69,375,537.00	\$	69,375,537.00	TOTAL USES			

Short Term Bonds Will be Paid at Completion of Construction				
\$39,960,000.00	Principal Amount			
	Rate			
18	Term-Months			
	Debt Service/Monthly			
	Debt Service/Yearly			

VARIANCE:

Income Analysis:

*Set-Asides: 97% @ 60% Area Median Income					
Unit/Type: Bd/ Ba	Number of Units	Net Rent	Monthly Income		Annual Income
2/1	96	\$ 1,190.00	\$114,240.00	\$	1,370,880.00
3/1	160	\$ 1,435.00	\$229,600.00	\$	2,755,200.00

90 \$ 4,126,080.00	\$343,840.00	2,625.00	256 \$	TOTAL
GROSS INCOME \$4,126,080.0	GROSS IN			
OTHER INCOME \$87,990.0	OTHER IN			
\$4,214,070.0				
OLLECTION LOSS \$210,703.00	Less 5% Vacancy+0% COLLECTION			
E GROSS INCOME \$4,003,367.0	EFFECTIVE GROSS IN			
AL EXPENSES \$ 1,700,543.00	TOTAL EXPEN			
TING INCOME \$2,302,824.00	NET OPERATING INC			
T SVC PYMTS \$ 2,070,663.00	ANNUAL DEBT SVC PY			
ERAGE RATIO 1.1	DEBT COVERAGE RA			

(B)

(A)/(B)



U.S. Department of Housing and Urban Development Southeast Regional Center

> Five Points Plaza 40 Marietta St. Atlanta, Georgia 30303-2806 http://www.hud.gov/local/atl/atlmfho.html

May 24, 2019

Tom Mignona Millennia Housing Development, Ltd. 1300 Key Tower, 127 Public Square Cleveland, OH 44114

Dear Mr. Mignona:

Subject: Jernigan Gardens (fka Windsor Cove), FL29-E000-006 Mark Up to Market, Post-Rehab Rents Confirmation

This letter serves to confirm that the U.S. Department of Housing and Urban Development (HUD) Southeast Multifamily Hub has authorized a 20-year Housing Assistance Payments Contract (HAP) to Jernigan Gardens, formerly known as Windsor Cove, in Orlando, Florida. This renewal will be effective at the closing of the HUD Section 221d4 loan, currently in processing in our Jacksonville office.

Post-rehab rents have been approved **contingent upon the successful completion of the transfer of the project's existing Mark to Market Use Agreement.** The rents may take effect at the Section 221d4 loan closing provided that the necessary recorded documents to verify the completion of the Use Agreement transfer have been submitted to HUD. The post-rehab rents have been established at \$1,190 for the two-bedroom units and \$1,435 for the three-bedroom units. The form HUD-93182, Addendum to Renewal Contract, as well as the Preservation Exhibit, will be required to be executed at the time of the 20-year HAP execution.

If you have any questions, you may contact Kathy Davis of my staff at 615-515-8550, or via email at <u>Kathy.Davis@hud.gov</u>.

Sincerely,

For Faye Mobley, Resolution Branch Chief Southeast Multifamily Region

Kathy Davis







PROJECT NARRATIVE

JERNIGAN GARDENS (FORMERLY KNOWN AS WINDSOR COVE APARTMENTS)

The Jernigan Gardens project will consist of the renovation of the apartment complex located at 1488 Mercy Drive in Orlando, Florida. The existing complex is approximately 16.8 acres and comprises of several surface parking lots, a community building, a maintenance building, a laundry building, and (28) two-story apartment buildings.

The apartment buildings consist of 256 two bedroom and three bedroom units. Per HUD requirements, 5%, or (13) total units will be converted to 'Type-A' ADA accessible- (5) two bedroom and (8) three bedroom units. Once complete, the complex will consist of a total of (91) – two bedroom / one bath, (152) – three bedroom / one bath, (5) ADA – two bedroom / one bath apartments, and (8) ADA – three bedroom / one bath apartments. 2%, or (6) hearing impaired units are also proposed. There are no non-rental units in this project.

The existing structure that houses the management offices is out-dated and worn, and does not meet the needs of the residents in terms of services or amenities. A new community building will be built in it's place, and include a new fitness/ activity room, computer lab, a large community room and kitchen, offices, maintenance room, and new bathrooms. There will be outdoor seating with a trellis structure and a new patio as part of the exterior improvements. The laundry building and maintenance buildings will be renovated to accommodate new laundry facilities.

Each of the two-story, stucco-brick cmu block apartment buildings will be renovated and improved with new windows and doors, new roofing with a breezeway entry feature, new stairs, new exterior trim, landscaping and site amenity work. The new breezeway feature will be provided in different color and material palettes to create a variety of building looks throughout the complex. The new community building will have an exterior trellis, porch and patio for seasonal resident events coordinated by management and available for residents use for gatherings. There will be new mail kiosks and picnic pavilion, repaired property fences, new exterior light poles and dusk-to-dawn lights, signage, site furniture and landscaping. This large site will be accented with walking paths and dumpster pads with enclosures, expanded playground, and new basketball half-court will be included in the exterior improvements.

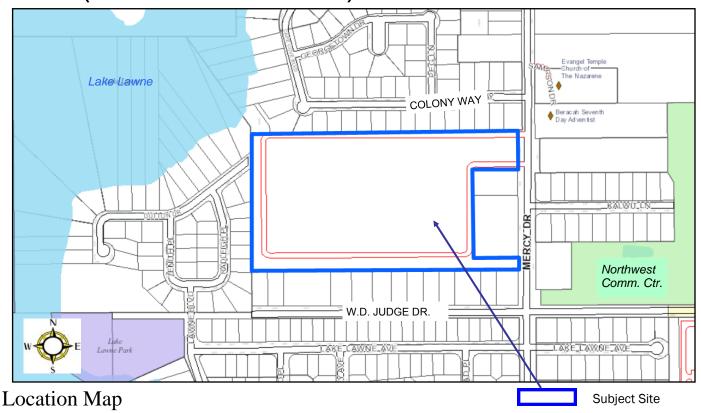
Interior renovations will include complete unit interior upgrades with new high-efficiency furnaces and central A/C, new water heaters, new eco-friendly cabinets and countertops, low-flow plumbing fixtures. Most units shall receive new EnergyStar appliances and all new lighting. Bathtubs to be refurbished and surrounds to be replaced. New finishes are proposed in a modern "Florida style" with plank flooring and lighter colors. Unit entry doors are to be replaced with secure steel doors along with over 80% of new interior unit doors, and both provided with lever door hardware. New hard wired smoke detectors are to be installed throughout.



Staff Report to the Board of Zoning Adjustment April 24, 2018

VAR2018-10010 ITEM #6

JERNIGAN GARDEN APARTMENTS (WINDSOR COVE) 1488 MERCY DR.



SUMMARY

Applicant

Matthew Solomon The Millenia Companies

Owner

GMF- Windsor, LLC

Project Planner

Jim Burnett, AICP

Property Location: 1488 Mercy Dr. (Parcel ID #20-22-29-4550-01-000, on the west side of Mercy Dr., between Colony Way and W.D. Judge Dr.) (±16.85 acres, District 5).

Applicant's Request: The applicant/ owner is in the process of renovating the 256-unit Windsor Cove Apartments, requiring a variance to reduce the minimum required parking, from 488 spaces to 394 spaces, and eight (8) landscape and buffer-related variances.

Staff's Recommendation: Approval of variances A-E and G-I, per the condi-

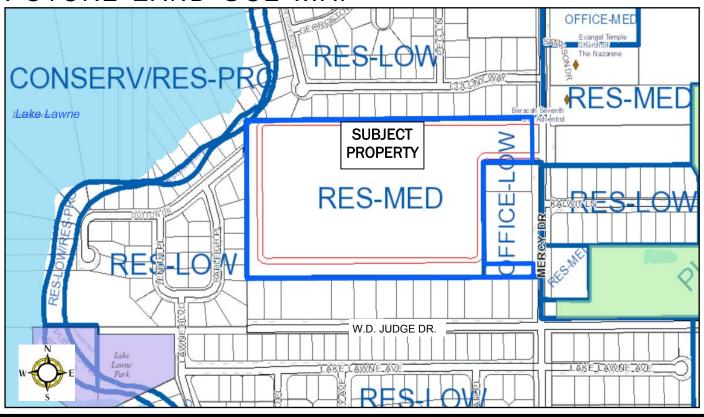
tions in this report, and denial of variance F.

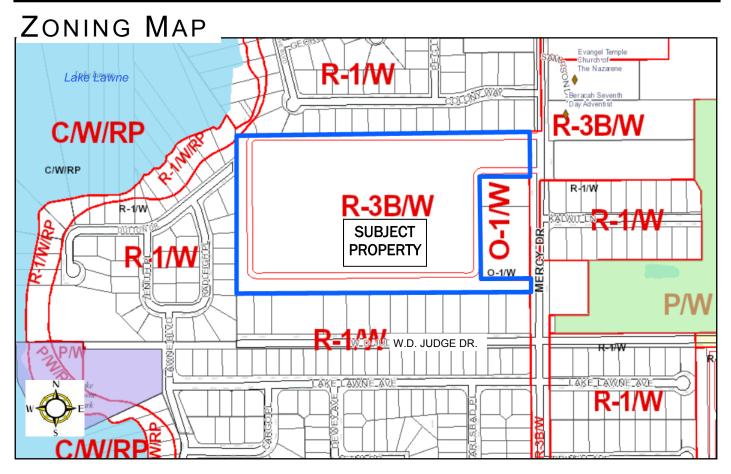
Public Comment: Courtesy notices were mailed to property owners within 300 ft. of the subject property the week of April 8, 2018. As of the published date of this report, staff has not received any questions or comments about the variance requests.

Post BZA: At the April 2018 BZA meeting, the applicant withdrew Variance F irrigation waiver; thus, the BZA unanimously recommended approval of variances A-I, minus variance F.

Updated: April 25, 2018

FUTURE LAND USE MAP





PROJECT ANALYSIS

Project Description

The subject property consists of a 256-unit apartment complex consisting of twenty-nine (29) 2-story apartment buildings, a leasing office/maintenance/police substation and several surface parking lots, all on a 16.85-acre lot in the Mercy Drive neighborhood. The owner/applicant intends to undertake a major renovation of the apartment complex, large enough to require that the entire site be brought up to Code, so the following variances are being sought:

- A. Variance of 94 spaces to allow 394 spaces, where a minimum 488 spaces are required;
- B. Waive planting of trees under overhead power lines;
- C. Reduced buffer along the north lot line (within a 2 ft. strip);
- D & E. Waive landscaping along east lot line next to vacant lot and convenience store;
- F. Waive automatic irrigation requirement;
- G. Waive or greatly reduce parking row island widths;
- H. Waive need for parking row islands every 10 spaces; and
- I. Waive required buffer landscaping along west and south lot lines.

The property is zoned R-3B/W (Medium Intensity Residential Development, Wekiva Overlay), with much of the property designated as Residential Medium Intensity on the City's Future Land Use Map. A small portion of the property (southeast corner) has Office Low Intensity future land use. Adjacent uses, zoning and future land use designations are shown in Table 1 below.

	Table 1 - Project Context				
	Future Land Use	Zoning	Adjacent Use		
North	Residential Low Intensity (RES-LOW) and RES-LOW/ Resource Protection (RES-PRO)	R-1/W (One-Family Residential, Wekiva Overlay) & R-1/W/RP (same as above, with Resource-Protection Overlay)	Single-Family Homes & Lake Edge Wetlands		
East	Office Low Intensity (OFFICE-LOW) & (across Mercy Dr.) RES-LOW	O-1/W (Low Intensity Office - Residential, Wekiva Overlay) & R-3B/W (Medium Intensity Residential Development, Wekiva Overlay)	Vacant Lots & Single-Family Homes		
South	RES-LOW	R-1/W	Single-Family Homes		
West	RES-LOW & RES-LOW/RES-PRO	R-1/W	Single-Family Homes		

Previous Actions:

- 1972: Property annexed into the City (City Doc. #10439) and platted as Lake Lawne Apartments.
- 1973: Twenty-nine (29) 2-story apartment buildings, a leasing/maintenance office and several surface parking lots constructed (police substation added in recent years).
- 2012: Current owner (GMF-Windsor, LLC) purchased the property.
- 10/2017: Administrative Master Plan requested for planned renovations to the apartment complex (MPL 2017-10033), wherein parking and landscape deficiencies were noted (need for variances).

Conformance with the LDC

As previously noted, the property is zoned R-3B/W, which allows multifamily uses not to exceed 21 dwelling units per acre (du/ac). With a lot size of 733,966 sq. ft., the 16.85-acre lot could allow a maximum 354 units but only 256 units exist or are proposed via the renovation. The variance request involves reduced

parking and landscaping/buffers throughout the complex, so applicable development standards for multi-family uses below 75 ft. in height (LDC Section 58.572) are provided in Table 2 (right).

Analysis

<u>Variance A Parking Reduction</u> - LDC Section 61.322, Figure 26, requires a minimum 1.75 spaces for each 2-bedroom unit, and 2 spaces for each 3+ bedroom unit. With 96 2-bedroom and 160 three (3) or more bedroom units, a minimum 488 parking spaces are required for the apartment complex. In 2000, the Orange County Property Appraiser (OCPA) showed the apartment com-

Table 2	Table 2 Building Site Standards				
	Standard	Existing			
Overall Bldg. Site	Mean Width = 85 ft. Depth = 125 ft.	646.5 ft. 1289.9 ft.			
Building Setbacks	Front (F) = 25 ft. Sides (N & S) = 20 ft. Rear (R) = 35 ft.	F = 44 ft. NS = 35 ft. SS = 86 ft. R = 83 ft.			
Bldg. Separation	20 ft.	≥23 ft.			

plex to have 474 spaces (14 fewer than the Code minimum), and in recent years, the number of spaces was further reduced to 416 spaces (85% of the minimum required parking spaces). Per information provided for the administrative master plan (MPL2017-10033), site improvements will now further reduce minimum parking to 394 spaces (20% less than the minimum required).

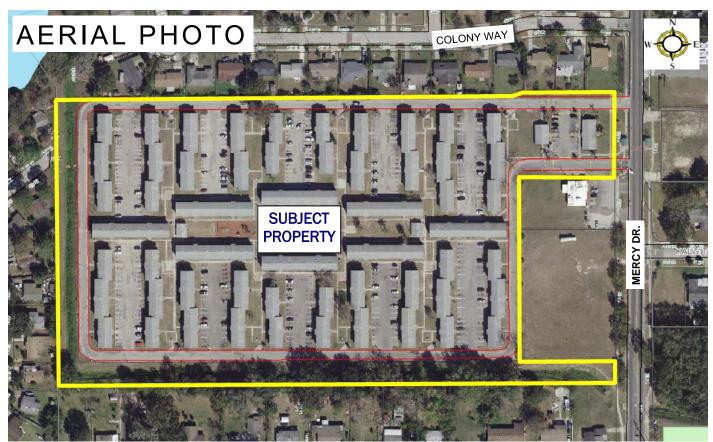
Historically, a large number of residents of the former Windsor Cove apartments either did not drive or did not own vehicles, instead of relying on local transit or friends and relatives for transportation to and from the complex. That trend will likely continue, requiring fewer than the minimum required number of parking spaces. Because staff did not have the power to allow less than the minimum required parking, a variance is required.

The City's Transportation Dept. and Planning staff supports the requested parking reduction, as follows:

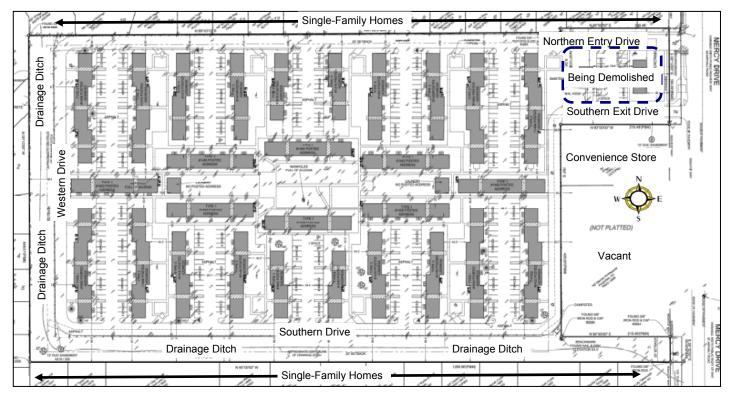
- a) The renovation of existing buildings and parking areas (and removal of sparse landscaping areas) is not beneficial to the redevelopment;
- b) The targeted user group for the complex is very likely to have a lower vehicle ownership rate than is typical for the general Orlando rental community;
- c) The higher than average number of bedrooms per unit in this complex are targeted toward families, not young professionals or students, with below average occupancy by vehicle-owning adults;
- d) The Mercy Dr. area is better served by transit than most Orlando neighborhoods; and
- e) A parking space to dwelling unit ratio of 1.54 is still substantially higher than the 1.0 to 1.2 ratio that is used in many apartment complexes serving lower income populations in other portions of the country similar to Orlando.

The renovated parking lots will still need to conform to City Code and to the City's Engineering Standards Manual relative to dimensions, configuration, pavement markings, surfaces, and access unless specific modifications are approved by the appropriate City Official or variances granted by the Board of Zoning Adjustment (BZA) and City Council.

<u>Landscape & Buffer Variances</u> (eight (8) total) - Staff looked at existing buffers and landscaping on the apartment complex as part of the review for the administrative master plan. The to-be renovated apart-



2017 SURVEY



ment complex abuts single-family uses to the north, west (across a 50-ft. wide drainage area) and south

(across another drainage area), and vacant land and a convenience store to the east. LDC Section 60.219, Figures 8 and 9, requires a Bufferyard "A" adjacent to the single-family homes on the north side, to consist of "a minimum 7-ft. wide landscaped area with trees, evergreen shrubs and vegetative cover over the remainder, or a minimum 5-ft. wide landscaped area with a 6-ft. tall wall and the same requirements as a 7-ft. wide buffer."

The applicant has requested relief from the requirement for trees to be in the initial 11 ft. (deep) x 230 ft. (long) northern buffer strip near the main entrance (<u>Variance B, see photo at right</u>), owing to overhead power lines located on the north lot line for the entire length of the northern driveway. The buffer narrows to 2+ ft. (depth) further west along the remaining 968 ft. length of the

northern access drive and the applicant requests a waiver of all buffer requirements for this area (<u>Variance C</u>).

The northern access drive (see photos at right) is overly wide (20+ ft.) and existing asphalt could be removed along the entire length of said drive to provide close to a Code-compliant buffer, but the applicant's costs to do so are (supposedly) prohibitive. Instead, staff supports Variance B, waiving of the tree requirement, in favor of the planting of crape myrtle shrubs and flowering thorny plants along the existing fence line, to break up the monotony of the chain link fence and to thwart anyone trying to scale the fence (to access the rear yards of the single-family homes along the north lot line). Staff cannot totally support Variance C to waive the landscape requirement along the 2+ ft. deep strip, instead favoring the planting of more crape myrtle shrubs and thorny plants in the strip extending to the western end of the northern driveway.



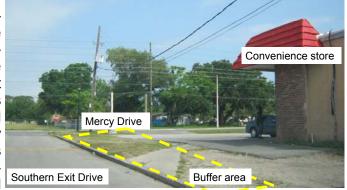
Northern Entry Drive

<u>Variances D & E</u> deal with required buffers and landscaping adjacent to a vacant lot and convenience store to the east of the complex, west of Mercy Dr. Code requires a Bufferyard "A" next to the adjacent vacant parcel to the east. A Bufferyard "B", requiring "a 10 ft. wide landscaped area with trees, evergreen shrubs and vegetative cover **or** an 8-ft. wide area with a 6-ft. wall and the same requirements as a 10-ft. wide buffer", is required abutting the convenience store to the east and south of a new community building (which will be replacing the existing offices, maintenance building and police substation located between the north and south access drives, see survey above). A 6 ft. tall metal picket fence is located on the east lot line, which is also the eastern edge of the southern exit drive, leaving no room for



required landscaping or buffers (see photo at right). As was also the case with the northern access drive, this drive is overly wide (20+ ft.) and existing asphalt could be removed along the entire length of said drive to provide a more Code-compliant buffer (or additional parallel parking), but the applicant stated that costs would be prohibitive. Staff supports <u>Variance D</u>, waiver of required buffer landscaping adjacent to the vacant lot, in favor of increased landscaping on the west side of the drive, between the drive and the adjacent apartment buildings.

As for <u>Variance E</u>, waiver of required buffer landscaping behind and next to the convenience store, the same condition applies behind (west of) the convenience store (driveway is edged by a picket fence on the lot line, leaving no room for buffer landscaping). But when the southern access drive turns east towards Mercy Dr., there is ample unfettered room for minimal landscaping, with openings to allow tenants to freely enter the convenience store grounds. Staff supports the variance behind the convenience store, but recommends that Code-compliant landscaping be introduced



into the buffer between the southern exit drive and the convenience store.

With <u>Variance F</u>, the applicant is requesting total waiver of the irrigation requirements of LDC Section 60.229(a), in favor of manual watering of all newly planted landscaping. Staff believes that, even with drought-tolerant and xeric plantings and the use of a watering truck during the first year of planting, newly installed plantings will die without installed irrigation systems. Thus, staff is recommending **denial** of this variance (options are provided on page 8 and again in the Conditions section of this report).

<u>Variances G and H</u> ask for relief from LDC Sections 61.312(a) and (b) relative to existing and proposed parking row island widths and the number of parking spaces in a row without the need for a parking island. The applicant/owner intends to install new landscaping on the interior portions of the complex, including

within existing and proposed parking islands. Requiring larger parking islands and construction of additional parking islands would further reduce minimum required parking, which, with the approval of Variance A, will already be lower than other apartment complexes elsewhere in the City. For these reasons, staff supports Variances G and H.

<u>Variance I</u> requests similar buffer relief along the western and southern access drives as is being requested along the north side of the northern access drive (Variance C) and along the east side of the southern access drive (Variances D & E). Both the western and much of the southern access drives abut deep drainage ditches within 50-ft. wide ease-







U. S. Department of Housing and Urban Development
Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4439

Chad Perrone, MAP Underwriter Berkadia Commercial Mortgage 10 Milk Street, Suote 720 Boston, MA 02108

Subject:

Firm Commitment for Insurance Upon Completion Jernigan Gardens Apartments, Section 221(d)(4)

Project No. 067-35531

Orlando, Orange County, Florida

It is HUD's pleasure to offer you this Firm Commitment. Enclosed please find the Commitment for Insurance Upon Completion together with forms HUD 92264 and 92264A. Please return one copy of this document, executed with your and the borrower's original signatures, to this office within 10 days.

Also provided with this letter are the Property Insurance Requirements and Schedule, a memo of guidance regarding the title policy, and MARS Certification.

Please note that the clearance of all special conditions is conducted through our review of the entire closing package. Therefore, you should provide evidence of completion of repairs to your attorney to be included in the closing package submission.

If you are submitting closing documents prior to rate lock, please clarify in the cover letter the loan terms to assist in our review. You are encouraged to submit the rate lock amendment request simultaneously, if applicable.

The location for closing will be determined by HUD's Office of General Counsel. Unless other arrangements are made in advance, the Lender, Lender's counsel and Mortgagor must personally attend the closing. Please contact Roland Battles, Closing Coordinator, for the assignment of HUD's Closing Attorney. Your attorney should submit THREE sets of draft closing documents to the attention of Mr. Battles in Jacksonville who will coordinate the review and ONE set of documents to the Closing Attorney. If you have any questions, please contact Rochelle Wilkerson, Senior Underwriter at (904) 208-6012.

Very sincerely yours,

Barbara S. Williams

Branch Chief, Underwriting Multifamily, Southeast Region

Enclosures

HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

COMMITMENT for Insurance of Advances (Sections 207, 220, 221, 241(a) and 231)

OFFICE OF HOUSING Multifamily Production

U.S. Department of Housing and Urban Development

WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

FHA Project No.:

067-35531

Project Name:

Jernigan Gardens Apartments

Project Address:

1488 Mercy Drive

Orlando, FL 32808

Berkadia Commercial Mortgage	Jernigan Gardens FL TC, LP
("Lender")	("Borrower")
10 Milk Street, Suite 720	4000 Key Tower, 127 Public Square
Boston, MA 02108	Cleveland, OH 44114
("Lender Address")	("Borrower Address")

We understand that you, as Lender, have agreed to make a loan to Borrower (the "Loan") in an amount not exceeding the Maximum Loan Amount (defined below), evidenced by a note (the "Note") to be secured by a security instrument (the "Security Instrument") covering real property as shown on the legal description of the property attached hereto as Exhibit A ("Project").

It is your intention to present the said Note and Security Instrument to the U.S. Department of Housing and Urban Development ("HUD") for mortgage insurance under the section of the National Housing Act (the "Act") identified further below and the Regulations thereunder now in effect (the "Regulations").

HUD hereby agrees to insure said Note and Security Instrument under the provisions of the Act and Regulations upon the following conditions, all of which must be satisfied before this commitment letter (hereinafter referred to as the "Commitment") is enforceable against HUD.

Lender and Borrower expressly acknowledge and agree that each numbered item contained in this Commitment, including those in <u>Exhibit B</u>, is an independent condition that must be satisfied before HUD is legally obligated to accept the Note and Security Instrument for mortgage insurance. The HUD action that signifies its acceptance of said Note and Security Instrument for mortgage insurance is the "Initial Endorsement" (initial Loan closing for insured advances) or "Final Endorsement" (final Loan closing for insured advances).

The conditions contained herein may include various references to the Multifamily Accelerated Processing Guide (the "MAP Guide"), the Federal Housing Administration Multifamily Program Closing Guide (the "FHA Closing Guide"), and HUD "Program Obligations" (as defined in the Security Instrument). All applicable provisions of the MAP Guide, FHA Closing Guide, and Program Obligations are hereby incorporated by reference and must be addressed to the satisfaction of HUD prior to Initial Endorsement and Final Endorsement.

The definition of each capitalized term used in this Commitment is indicated with quotation marks, and preceded or followed by data, information, narrative, or reference to another document.

FHA Project No.	067-35531		
"Section of the Act"	221		
"Firm Commitment Effective Date"	See below		
"Firm Commitment Term"	60		Days.
"Maximum Loan Amount"	\$36,179,800		
Mannin Loan Amount	Thirty-Six Million One Hundred Hundred Dollars	i Seventy-N	line Thousand Eight

MIP owed at Initial Endorsement (This amount is shown for informational purposes only. The amount must be consistent with the upfront amount calculated pursuant to condition I.15 below. If there is a conflict, the amount established by condition I.15 controls.)	\$180,899	
Upfront capitalized MIP percentage rate (For informational purposes only.)	0.25	%
Annual MIP percentage rate (For informational purposes only.)	0.25	% Per Annum
"MIP Category"		
"Section 50 Signatories"		

"Perma	nent Financing"	
"Permanent Interest Rate"	. 4.50	% Per Annum
"Amortization Period"	480	Months Piece "A" (if applicable) Piece "B" (if applicable)
"Initial Principal Payment Month"	25	Months after date of Initial Endorsement
"Principal and Interest Payment Amount"	\$170,188	Per Month Piece "A" (if applicable) Piece "B" (if applicable)

"Additional Funding Sources"		
"Secondary Financing"	Seller Note – PNC Bank \$6,000,000	[Insert numeric amount for each source]
"Tax Credit Equity"	LIHTC Equity \$17,877,139	[Insert numeric amount for each source]
"Bridge Loan"	PNC Bank \$9,400,000	[Insert numeric amount]
"Bonds"	N/A	
"Bonds"	N/A	

	"Construction Terms"	
"Construction Contract Amount"	\$17,983,297	
"Construction Term"	19	Months
"Surety Bond Amounts"	100%	
"Construction Period Interest Rate"	N/A	% Per Annum
"Cost Certification"	EXEMPT	

"Drawing and Specifications"	Renovations to Jernigan Gardens F.K.A. Windsor Cove Apartments
	See Exhibit B
"Deferred Drawing & Specifications"	N/A
"Survey"	4/18/17
	Mark G. Leist - Bock & Clark Corp.

"Current Davis-Bacon Wage Decision"

(Note, this box (and Exhibit F) must be verified (and updated, if necessary) to ensure the accuracy of the wage decision(s) immediately prior to Initial Endorsement.)]

Orange County	County
FL	State
FL190077	General Decision No.
N/A	Modification No.
"Residential"	Construction Category

"Reserves, Insurance an	d Escrows"	
"Initial Reserve for Replacement Deposit Amount"	N/A	Prior to Closing
"Annual Reserve for Replacement Amount"	\$64,000	Per Year
"Monthly Reserve for Replacement Payment Rate"	\$5,333.33	Per Month

"Inspection Fee Amount"	\$92,604
"Exam Fee Amount"	\$108,539
"Flood Insurance"	NOT REQUIRED
"Property Insurance Coverage Amount"	\$16,824,098
"Estimated Insurable Value"	\$21,030,123
"Maximum Allowable Property Insurance Deductible"	\$25,000

"Working Capital Deposit Escrow Amount"	\$723,5969	
"Additional Project Capital Amount"	\$25,667,393	
"Maximum Contractor's Fee"	\$978,610	
"Off-site Improvement Cost"	\$169,002	
"Assurance of Completion Amount for Off-Site Improvements"	N/A	
"Demolition Cost"	\$169,002	
"Initial Operating Deficit Deposit"	\$1,970,222	
"Operating Deficit Period"	12	Months after the date of Final Endorsement

"ADDITIONAL & DEAL-SPECIFIC CONDITIONS"		
Additional & Deal-Specific Conditions are identified in Exhibit B	SEE EXHIBIT B	

I. UNIFORM CONDITIONS - FIRM COMMITMENT

- 1. Firm Commitment Acceptance; Corrections. The Borrower's and Lender's acceptance of the Commitment must be evidenced by the return of a fully executed copy to HUD on or before ten (10) business days from the Firm Commitment Effective Date. This Commitment and exhibits referred to herein, and the Act and Regulations constitute the entire agreement among the parties, and the signature of the Borrower and Lender below hereof evidences acceptance of the terms. Notwithstanding anything to the contrary contained in this Commitment, Borrower and Lender agree to revise and execute any documents HUD determines necessary to complete the Loan closing in accordance with Program Obligations, and/or correct ministerial or clerical errors in the Commitment that are inconsistent with the loan application and supporting documents.
- 2. <u>Firm Commitment Term</u>. This Commitment shall expire after the Firm Commitment Term unless extended by HUD. Upon such expiration, all rights and obligations of the respective parties shall cease, and pursuant to 24 C.F.R. § 200.47, HUD shall not insure the Note and

HUD Office of Housing, Multifamily Production
Commitment for Insurance of Advances (Sections 207, 220, 221, 241(a) and 231) (HN 2018-03; as of April 6, 2018)
Page 6 of 18

Security Instrument. Prior to any extension of this Commitment, HUD may, at its option, reexamine this Commitment to determine whether it shall be extended in the same amount, or shall be amended to include a lesser amount. The Firm Commitment Term shall commence on the Firm Commitment Effective Date.

- (a) Reopening of Expired Firm Commitment. A request for the reopening of this Commitment received within ninety (90) days of its expiration must be accompanied by the reopening fee of \$.50 per \$1,000 of the amount of the expired commitment.
- 3. No Material Adverse Change. Prior to Initial Endorsement the Lender must certify that there has been no material adverse change to the: (a) underwriting assumptions stated on the attachments to this Commitment; (b) financial condition or creditworthiness of the Borrower, or principals thereof; (c) Borrower's ability to perform its obligations or responsibilities under the loan documents; or (d) Project; and no event has occurred, or circumstances exist that may result in such material adverse effect.
- 4. Third Party Updates. HUD may require submission of updated third-party reports and underwriting, which will be subject to HUD review and approval, to extend this Commitment beyond its original expiration. HUD may elect to not insure the Note and Security Instrument as a consequence of any material adverse change to such reports or underwriting.
- 5. Compliance with Laws and HUD Requirements. The Borrower, Lender, and Project shall comply with all Program Obligations, and all applicable state and local laws. All certificates, documents and agreements required by this Commitment and required for closing are on HUD forms or, if no HUD form is available, must be approved by HUD. The closing procedures and requirements in the FHA Closing Guide are followed, including procedures for changes to closing documents when requested. To the extent any condition references a specific form number, HUD may require the use of any renumbered, successor, or otherwise formally updated version.
- 6. <u>Draft Closing Documents</u>. Draft closing documents shown in comparison form against the model forms, conforming to the terms of this Commitment, must be submitted not less than fifteen (15) business days prior to Initial Endorsement and/or Final Endorsement. After review, the place and date of the closing will be designated, at which time the documents and exhibits in final form shall be delivered to HUD for approval. Borrowers and Lenders must use the most recent closing checklists for Initial Endorsement and Final Endorsement found here: https://www.hud.gov/QGC_Multifamily_Closing_Documents_Checklist
- 7. Closing Statement Certification. Upon closing, the Lender must submit a certified loan closing statement signed by the Lender and Borrower that itemizes the disbursement of Loan proceeds and Borrower's cash contribution, if any. The statement regarding the disbursements must be specific and list the amounts to be paid to satisfy the Borrower's obligations for: (1) existing or other indebtedness in a refinancing transaction, (2) repairs, (3) discounts, (4) financing fees, (5) legal expenses, (6) organizational expenses, (7) title and recording costs, and (8) any Lender required escrows for GNMA, taxes, or insurance. The

certified closing statement signed by the Borrower and Lender must include the following certification:

WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 U.S.C. 1001, 1010, 1012; 13 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

- 8. Assurance of Permanent Financing. Prior to Initial Endorsement, the Lender must provide HUD with a commitment for a permanent loan or other firm written assurance demonstrating that permanent financing will be available at the rate shown in the firm commitment application. The form of assurance must address, but is not limited to the: (1) source of financing; (2) term; (3) interest rate; (4) extension provisions; (5) dates for delivery of the permanent mortgage; and (6) any conditions that are, will be part of, or will impact on the permanent financing arrangements.
- 9. <u>Electronic Documents</u>. Acceptance of this Commitment includes the Lender's agreement to provide, within five (5) business days after closing, a CD or USB flash drive containing electronic copies of the fully executed and otherwise collected closing documents. The CD or USB flash drive should be submitted to the assigned HUD closing coordinator and the HUD closing attorney.
- 10. <u>HUD Review</u>. HUD reserves the right to examine the Lender's file materials related to the underwriting of the Note and Security Instrument at any time during the ten (10) -year period following Initial or Initial/Final (as applicable) Endorsement. If there is evidence of fraud or misrepresentation by the Lender, HUD reserves its legal rights under the contract of mortgage insurance and Mortgagee Review Board requirements. The Lender agrees to retain, in accessible files, all materials related to the underwriting of the Note and Security Instrument for a period of ten (10) years, even though the Note and Security Instrument itself may be sold to another entity.

UNIFORM CONDITIONS - SECURITY

- 11. <u>Form of the Note and Security Instrument</u>. The Note and Security Instrument to be insured shall be in the form prescribed by HUD for use in connection with loans insured under the Act in the locality in which the property is situated.
- 12. <u>First Lien Security Interest</u>. The Borrower and Lender, as applicable, shall provide a security agreement, UCC financing statements, and such other documents as required under State law, granting Lender and HUD a perfected first lien security interest in the UCC Collateral (as that term is defined in the Security Instrument, form HUD-94000M) for the duration of the insured Note and Security Instrument (subject only to liens for taxes and

- assessments that are not delinquent). For § 241 loans only, the preceding provision is modified to substitute "second" in lieu of "first."
- 13. <u>Title Policy</u>. Prior to Initial Endorsement and again prior to Final Endorsement, the Borrower shall present to HUD an ALTA Loan title policy and title policy endorsements in conformity with the FHA Closing Guide in effect on the date of this Commitment. The title policy must indicate that fee simple title to the property (or, if approved by HUD, a leasehold estate therein) is vested in the Borrower free of all exceptions to title, other than those specifically determined to be acceptable by HUD, on the date of Initial Endorsement and Final Endorsement (as applicable). Said title policy shall by its terms inure to the benefit of the Lender and/or the U.S. Department of Housing and Urban Development, as their interests may appear. Lender and Borrower each agree that as a condition of this Commitment, title exceptions must be acceptable to HUD.
- 14. <u>Survey</u>. Prior to Initial Endorsement, and again prior to Final Endorsement, the Borrower shall present to HUD an ALTA/NSPS Survey of the Project and Surveyor's Report dated within 120 days of the closing, in form and substance satisfactory to HUD.
- 15. <u>Upfront Mortgage Insurance Premium</u>. Upon Initial Endorsement, the Lender shall pay to HUD, in advance, the "Upfront Mortgage Insurance Premium," which is defined by multiplying the Maximum Loan Amount by the upfront mortgage insurance premium rate published in the <u>Federal Register</u> pursuant to 24 C.F.R. 207.254 that is applicable to the Loan's Section of the Act and MIP Category, as of the Firm Commitment Effective Date.
- 16. Changes in Tax Credit Allocation or Other Governmental Assistance. Pursuant to Form HUD-2880, this Commitment is based on Borrower certifications regarding the absence or use of Tax Credits or Other Government Assistance. Any change to the Borrower's financial position relating to Tax Credits or Other Government Assistance must be reflected in an updated Form HUD-2880. HUD reserves the right to unilaterally alter any and all of its underwriting determinations, and/or revise the terms of this Commitment or Regulatory Agreement in accordance with the change in Tax Credit Allocation or Other Governmental Assistance. This condition survives through Final Endorsement.

UNIFORM CONDITIONS - AUTHORITY & OWNERSHIP

17. Borrower Authority. The Borrower must possess the powers necessary for complying with Program Obligations for insurance of the Note and Security Instrument. Prior to Initial Endorsement, there shall be delivered to HUD and the Lender (a) copies of ownership entity documentation that complies with applicable requirements of HUD, including a copy of the instrument under which the Borrower entity is created, together with copies of all instruments or agreements necessary under the laws of the applicable jurisdiction to authorize execution of the other closing documents, and (b) a regulatory agreement in the form prescribed by HUD for use in connection with loans insured under the Act (the "Regulatory Agreement").

- 18. Section 50 Signatory. Section 50 of the Regulatory Agreement shall apply to the individuals or entities identified above as Section 50 Signatories. It is a condition of this Commitment that none of the Section 50 Signatories may withdraw or be substituted without HUD's prior written approval.
- 19. Previous Participation (2530) Review. Any individuals and entities in control of the Project are subject to a previous participation review as set forth in 24 C.F.R. part 200, subpart H (as may be amended from time to time) ("Controlling Participants") and other Program Obligations ("Previous Participation").

Any individual or entity who is subject to the Previous Participation regulations but who has not already received Previous Participation approval or who may later become involved with the Project, is subject to said Previous Participation review, mortgage credit review, and Office of Foreign Assets Control (OFAC)/Terrorism checks and verifications as required by the U.S. Patriot Act, prior to Initial Endorsement or Final Endorsement (as applicable). HUD's obligations under this Commitment remain subject to satisfactory resolution of any adverse items found by HUD during HUD Previous Participation review, as determined by HUD.

A closing date shall not be set until appropriate clearance and HUD approval is obtained for all participants. Previous Participation Certifications may be submitted to HUD electronically via the Active Partners Performance System (APPS) or via paper form HUD-2530, or as directed by HUD. Controlling Participants who opt to file a paper form HUD-2530 must also register at Business Partner Registration HUD Multifamily. To register, and for more information, please visit:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/apps/appsmfhm.

20. Changes in Ownership/Financial Support. HUD has materially relied on the representations made in the firm commitment application as to the identity of all entities and individuals having an ownership interest (directly or indirectly) in the Borrower entity. It is a condition of this Commitment that any change to such entities or individuals requires a written request to HUD for written approval of the change, and any such change shall be subject to HUD's credit review and Previous Participation clearance prior to Initial Endorsement and Final Endorsement. Additionally, the withdrawal of any entity or individual relied on for financial capacity prior to Initial or Final Endorsement requires prior approval by HUD.

UNIFORM CONDITIONS - PROJECT

21. Property Insurance Coverage. Prior to issuance of the Permission to Occupy or prior to Final Endorsement as applicable, the Borrower must provide evidence to Lender that all required insurance complies with Program Obligations. Property insurance, including fire and other property insurance as required by the Security Instrument, shall be in full force and effect and coverage must equal the Property Insurance Coverage Amount with a deductible that equals the Maximum Allowable Property Insurance Deductible.

22. Reserve for Replacement. The Regulatory Agreement shall provide, among other things, for the establishment of a reserve fund for replacements (the "Reserve for Replacement") under the control of the Lender by payment of the Annual Reserve for Replacement Amount, to be accumulated monthly at the Monthly Reserve for Replacement Payment Rate, commencing on the date of the first payment to principal as established in the Note and Security Instrument, unless a later date is agreed upon by HUD. In addition to the Annual Reserve Fund for Replacement Amount, there shall be an initial deposit in the amount of not less than the Initial Reserve for Replacement Deposit Amount made to the Reserve for Replacement by the Borrower at the time of Initial Endorsement. If applicable, attached hereto as Exhibit D, is the Reserve for Replacement Funding Schedule which supports the per annum and initial deposits to the Reserve for Replacement. The Annual Reserve for Replacement Amount shall be subject to change in accordance with Program Obligations.

II. PROGRAM CONDITIONS (New Construction/Substantial Rehabilitation)

1. Note Terms.

(a) The Note shall bear interest at the Construction Period Interest Rate during the "Construction Period." As used herein, the Construction Period shall begin on the date of Initial Endorsement and end on the cost cut-off date approved by HUD (or such other date as may be approved by HUD). The Construction Period is scheduled to last for the number of months identified above as the Construction Term. After the Construction Period ends, the Note shall bear interest at the Permanent Interest Rate and shall be payable in the manner set forth below. (If the Note does not specify a Construction Period Interest Rate, the Note shall bear interest at the Permanent Interest Rate and shall be payable in the manner set forth below.)

Note: Any change in the interest rate may require reprocessing of the mortgage insurance application and amendment of this Commitment prior to Initial Endorsement.

- (b) Payments of interest only on the outstanding principal balance shall be due and payable on the first day of each month, commencing not later than the first day of the month following Initial Endorsement and continuing through the first day of the month immediately prior to the date on which the first monthly payment of principal is due.
- (c) The first payment to principal (commencement of amortization) shall be due on the first day of the Initial Principal Payment Month. The Note and Security Instrument shall be payable on a level annuity basis in the amount identified above as the Principal and Interest Payment Amount. Monthly principal and interest payments due prior to, or on the first day of the month after Final Endorsement shall be adjusted to the extent that the full principal amount of the Note and Security Instrument has not yet been advanced in order for such payments to equal the sum of (i) interest on the outstanding principal balance plus (ii) the regularly scheduled principal amortization payments due on the Note and Security Instrument assuming that the full amount thereof has been advanced. The Amortization Period shall begin on the due date of the first repayment of the principal.

- (d) Upon Final Endorsement, the Borrower must be current with respect to all payments required by the Note and Security Instrument, including all deposits required to be made with the Lender for mortgage insurance premiums, fire and other property insurance premiums, ground rents, water rates, taxes and other assessments.
- 2. Project Construction. The Project shall be constructed or substantially rehabilitated (as applicable) on the property shown on Exhibit A in accordance with a Construction Contract (HUD-92442M), approved by HUD, and with the project's final Drawings and Specifications filed with HUD and identified in the index attached hereto as Exhibit C. The Drawings and Specifications, which include "General Conditions of the Contract for Construction" (AIA Document A201) and "Supplementary Conditions of the Contract for Construction" (HUD-92554M), shall be identified in a manner acceptable to HUD by the following parties or their authorized agents: Borrower, design architect, architect administering the Construction Contract, contractor, and if applicable, the contractor's surety. HUD encourages Borrowers to utilize energy saving devices and methods.
- 3. Changes to Drawings and Specifications. Any change in the Drawings and Specifications or in the related conditions upon which this Commitment is based, that may occur after the date hereof, shall be explained in writing, or in a supplementary application if required by HUD, and must be approved by HUD prior to Initial Endorsement. Any such change must be brought to the attention of HUD immediately upon occurrence, and must be documented as a project change order and approved by both HUD and the Lender. HUD's approval of any change described above is subject to the procedures set forth in Chapter 12 of the MAP Guide.
- 4. <u>Building Agreements</u>. Approval of advances of insured loan proceeds in accordance with the Building Loan Agreement (Form HUD-92441M) must be obtained on a form prescribed by HUD prior to the date of each advance to be insured. A Contractor's Prevailing Wage Certificate is included with the Contractor's Requisition Form (HUD-92448) and shall be filed with the request for approval of each advance that includes a payment for construction costs. HUD's execution of Applications for Insurance of Advances of Mortgage Proceeds (Form HUD-92403) shall be required only for advances made at Initial Endorsement and Final Endorsement and for advances of all or part of the contractor's retainage, and the Lender shall have the authority to approve all other advances of Loan proceeds. The Current Davis-Bacon Wage Decision, as identified above, applies as of the Firm Commitment Effective Date, but must be verified, and updated as necessary, prior to Initial Endorsement.
- 5. Davis Bacon Wage Requirements. The HUD Closing Coordinator will contact the HUD Office of Davis Bacon and Labor Standards ("DBLS") at least two (2) weeks prior to the start of construction to determine whether a wage conference is necessary. If determined necessary, authorized representatives from the Borrower, general contractor, and any subcontractors specified by DBLS must attend the conference (all subcontractors are encouraged to attend). Initial Endorsement is contingent on the Borrower having obtained a wage decision from DBLS effective for the date of Initial Endorsement.

- 6. <u>Pre-Construction Conference</u>. A pre-construction conference must be held the day of Initial Endorsement or, if requested and HUD scheduling permits, at an earlier date. Required attendees include authorized representatives from the Lender, Borrower, general contractor, architect, and sureties.
- 7. Estimated Progress Schedule of Work. No fewer than ten (10) calendar days prior to Initial Endorsement, an Estimated Progress Schedule of Work must be submitted by the general contractor for review and approval by HUD. The progress schedule is required by the AIA General Conditions, which is an integral part of the FHA Construction Contract, Form HUD-92442M.
- 8. <u>E&O Insurance</u>. Prior to Initial Endorsement, both the design architect and supervising architect shall provide evidence of errors and omissions (liability) insurance and shall agree to maintain errors and omissions insurance through acceptance of the 12-month warranty inspection.
- 9. <u>Asbestos O&M Plan/Lead Based Paint Survey</u>. Should any asbestos-containing materials, lead paint or other environmental contaminants be encountered in the course of demolition or construction, such contaminants are to be handled in accordance with all applicable federal, state, and local requirements.
- 10. <u>Section 106 Consultation</u>. If an archaeological site, human remains, or cultural resources of tribal interest are revealed during the project's construction, HUD must be notified. HUD will contact responders to the Section 106 consultation, as applicable.
- 11. <u>HUD Inspection and Inspection Fee.</u> During the course of construction, HUD shall at all times have access to the property and the right to inspect the progress of construction, and the Inspection Fee Amount shall be paid at or before Initial Endorsement. The inspection of construction by a representative of HUD shall be only for the benefit and protection of HUD. The inspection fee is subject to change based on the resizing of the Note and Security Instrument prior to Initial Endorsement.
- 12. <u>HUD Application Fee ("Exam Fee")</u>. Prior to Initial Endorsement, the Lender shall also pay to HUD an application fee (also known as an "Exam Fee") equal to the Exam Fee Amount set forth above, in accordance with Chapter 3 of the MAP Guide.
- 13. <u>Completion Assurance</u>. At or prior to Initial Endorsement, there shall be submitted to HUD assurance of completion of the Project in the form of (i) Payment and Performance Bonds reflecting the Surety Bond Amounts set forth above and issued by a surety acceptable to HUD, or (ii) a completion assurance agreement reflecting a deposit of the Completion Assurance Agreement Amount set forth above.
- 14. <u>Escrows</u>. At or before Initial Endorsement, the Lender or its nominee shall collect escrowed funds (in the form of cash and/or, except with respect to clause (c) below, one or more unconditional and irrevocable letters of credit) to be applied to the following items:

- (a) Working Capital Deposit Escrow Amount. Funds for application to taxes, mortgage insurance premiums, property insurance premiums and assessments required by the terms of the Security Instrument accruing subsequent to Initial Endorsement, and not from Loan proceeds, in the amount identified above as the Working Capital Deposit Escrow Amount.
- (b) Additional Project Capital Amount. Funds required over and above Note and Security Instrument proceeds for completion of the Project in the amount identified above as the Additional Project Capital Amount. This sum represents the difference between HUD's estimate of the total cash required for carrying charges, financing, and for construction of the Project, including contractor's fees and overhead, architect's fees, and other fees, and the maximum amount of the Note and Security Instrument to be insured. These funds may be reduced by (i) so much of the contractor's fees up to Maximum Contractor's Fee or BSPRA (as applicable), as the closing documents show that are not to be paid in cash, and (ii) amounts that have been prepaid by or on behalf of the Borrower, as evidenced by a certification of the Borrower.
- (c) Off-site Improvement Cost & Demolition Cost. Funds for application to the costs of off-site improvements in the amount identified above as the Off-site Improvement Cost, and the amount identified above as the Demolition Cost.
- (d) Initial Operating Deficit Deposit. Funds in the amount identified above as the Initial Operating Deficit Deposit held in escrow either by cash, a letter of credit, or excess mortgage proceeds, or excess land equity, if any, for application to the Project expenses beginning on the later of (1) the date on which all or part of the Project receives a certificate of occupancy, or (2) the date on which the residents first occupy the Project, and ending on the later of (1) the Operating Deficit Period or (2) the date by which the Project has demonstrated to HUD's satisfaction that the Project has achieved a debt service coverage ratio (including Mortgage Insurance Premium) of at least 1.0 for six consecutive months (break-even occupancy).
- (e) At Initial Endorsement, the Lender shall deliver to HUD a Lender's Certificate (form HUD-92434M) evidencing the escrow of funds corresponding to the accounts described in (a) (d) above. All funds deposited with the Lender or its nominee under this paragraph shall be held and disbursed by the Lender or its nominee in accordance with the applicable Program Obligations.
- 15. Occupancy Approval. To the extent that the Borrower has not done so prior to Initial Endorsement, the Borrower must provide to HUD evidence/documentation from the appropriate local/state local authorities showing approval or conditional approval for the occupancy of the Project prior to any actual occupancy of the Project (or applicable portion thereof).

- 16. <u>Tenant Security Deposits</u>. If the Project is currently occupied, the Borrower must provide proof of a tenant security deposit account prior to Initial Endorsement. The Borrower agrees that it will comply with the Regulatory Agreement covering Security Deposits.
- 17. Cost Certification and Cost Savings. Borrower must provide a Cost Certification (under Forms HUD-92330 and 92330-A) unless HUD has determined that the Project is exempt from this requirement pursuant to Program Obligations as indicated in the table above. Any interest savings resulting purely from a differential between the processed interest rate and the actual final interest rate may not be construed as excess funds offsetting costs in other categories at the time of cost certification. To the extent that the amount of the Note and Security Instrument set forth in this Commitment has been determined based upon replacement cost, any such savings must be applied as a reduction in the amount of the Note and Security Instrument or placed in the Reserve for Replacement account (if permitted by Program Obligations) or other use as deemed appropriate as project betterment by HUD.
- 18. Continuing Obligations & Final Endorsement. Once HUD endorses the Note and Security Instrument for mortgage insurance upon satisfaction of all conditions required prior to Initial Endorsement, pursuant to 24 C.F.R. § 200.100(b), Borrower and Lender shall continue to be obligated to satisfy all remaining conditions contained herein that must be satisfied before Final Endorsement. Upon completion of the Project in accordance with the Drawings and Specifications, the Note will be finally endorsed for insurance to the extent of the advances of Note and Security Instrument proceeds approved by HUD, subject to reduction as provided in the Act and Regulations.

Place Closing Coordinator and OGC Closing Attorney contact information in a cover letter or intro letter.

[Balance of page intentionally left blank]

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT acting by and through the Secretary:

Authorized Agent		
Southeast Regional/Satellite Cent	ter	
This Commitment, including Exhibit B conve hereby agree to be bound by the terms he		hereby accepted by the undersigned, and
Each signatory below hereby certifies such an this Commitment and all supporting documentate, and complete. This Commitment burpose of influencing an official action of buy HUD as a true statement of the facts confidence.	mentation has been m HUD in ins	provided by such signatory are true, and, presented, and delivered for the suring the Loan, and may be relied upon
BORROWER:		Jernigan Gardens FL TC, LP
Date:	By:	
	Name:	
	Title:	
LENDER:		Berkadia Commercial Mortgage
Date:	By:	
	Name:	
	Title:	

Date: 4-30-19

HUD Office of Housing, Multifamily Production
Commitment for Insurance of Advances (Sections 207, 220, 221, 241(a) and 231) (HN 2018-03; as of April 6, 2018)
Page 17 of 18

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT acting by and through the Secretary:

Authorized Agent

067-35531 Jernigan Gardens Apartments

Southeast Regional/Satellite Center

This Commitment, including Exhibit B conwe hereby agree to be bound by the terms he		hereby accepted by the undersigned, and
Each signatory below hereby certifies such so this Commitment and all supporting docu accurate, and complete. This Commitment I purpose of influencing an official action of I by HUD as a true statement of the facts cont	mentation has been m HUD in ins	provided by such signatory are true, ade, presented, and delivered for the suring the Loan, and may be relied upon
BORROWER:		Jernigan Gardens FL TC, LP
Date: 5-6-19	By:	Jack Fredo
	Name:	FRANK T SINITO
	Title:	MUNAGING MEMBER
LENDER:		Berkadia Commercial Mortgage
Date:	Ву:	
	Name:	
	Title:	
HUD Office of Hou Commitment for Insurance of Advances (Sections 20	using, Multifa 7, 220, 221.	mily Production 241(a) and 231) (HN 2018-03; as of April 6, 2018)

Page 17 of 18



June 20, 2019

U. S. Department of Housing and Urban Development Jacksonville Field Office Charles Bennett Federal Building 400 West Bay Street Suite 1015 Jacksonville, Florida 32202-4439

Chad Perrone VP – Underwriter Berkadia Commercial Mortgage 10 Milk Street, Suite 720 Boston, MA 02108

Dear Mr. Perrone:

SUBJECT:

Amendment ONE to Firm Commitment to Insure Upon Completion

MAP Section 221(d)(4)

Jernigan Gardens Apartments – 067-35531

Orlando, Orange County, Florida

It is our pleasure to approve your request to extend the Commitment. By copy of this letter the Commitment issued on April 30, 2019 is herein amended to approve a 90-day extension of the Commitment from June 29, 2019 to September 27, 2019.

All other terms and conditions of the Commitment remain in full force and effect.

Very sincerely yours,

Barbara S. Williams

Branch Chief, Underwriting Team

Multifamily Southeast Region



September 11, 2019

U. S. Department of Housing and Urban Development Jacksonville Field Office Charles Bennett Federal Building 400 West Bay Street Suite 1015 Jacksonville, Florida 32202-4439

Chad Perrone VP – Underwriter Berkadia Commercial Mortgage 10 Milk Street, Suite 720 Boston, MA 02108

Dear Mr. Perrone:

SUBJECT: Amendment TWO to Firm Commitment for Insurance of Advances

MAP Section 221(d)(4)

Jernigan Gardens Apartments – 067-35531

Orlando, Orange County, Florida

It is our pleasure to approve your request to extend the Commitment. By copy of this letter the Commitment issued on April 30, 2019 as amended June 20, 2019 is herein amended to approve an additional 90-day extension of the Commitment from September 27, 2019 to December 31, 2019. Please note that additional extensions may not be approved.

All other terms and conditions of the Commitment remain in full force and effect.

Very sincerely yours,

Barbara S. Williams

Branch Chief, Underwriting Team

Multifamily Southeast Region

Franz Dutes

From: Sent:

Tom Mignogna tmignogna@mhmltd.com/ Thursday, November 21, 2019 11:50 AM

To:

Franz Dutes

Cc:

oroman@ochfa.com; David Jones; James Wells

Subject: FW: Windsor

Attachments:

Fed Reg 2018-25440 - 2019 OCAF.pdf

Franz,

A little more detail on the Gain to Lease...

Yesterday's email outlined that the Gain to Lease line item in the proforma takes into account the mid year rent increase in the HUD rental income for the property, this is called the HUD Operating Cost Adjustment Factor (or OCAF). The OCAF Adjustment is similar to a cost of living adjustment in HAP rent schedules. The annual HUD Adjustment Factors are published annually and can be found at this link: https://www.huduser.gov/portal/datasets/aaf.html#2019.

Attached is a copy of the federal register 83-226 2018, establishing the 2019 OCAF adjustment factor. You will see on page 2 of the attachment the published OCAF adjustment for Florida is 2.9%.

Below is a Construction Period Source and Use Analysis for your records...

Source Analysis	
First Mortgage (Bonds/HUD 221d4/Berk)	\$ 39,960,000
Tax Credit LP Equity (1st Installmt 20%)	4,050,833
Working Capital	799,200
	-
Construction period income (exp)	1,970,249
Construction period income (cash)	1,315,518
PNC Equity Bridge Loan	13,000,000
Developer Fee [paid post construction]	1,629682
Deferred Developer Fee	6,650,055
Total Sources	\$ 69,375,537

•••	•	
	Use Analysis	
	Total Acquisition	\$
	Total Construction	
	Total Architectural and Engineering	
	Total Legal	
	Total Closing Cost	
	Total Financing Fees	
	Total Tax Credit Agency Fees	
	Total Owner Cost	
	Total Developer Fee	
	Total Project Cost	\$

Regards, TM

Tom Mignogna

Senior Tax Credit Developer



Millennia Housing Development, Ltd.

4000 Key Tower | 127 Public Square | Cleveland, Ohio 44114-1309

(216)520-1250 Office | (216)236-0465 Direct

(440)221-0113 Cell

(216)447-9646 Fax

tmignogna@mhmltd.com | MailScanner has detected a possible fraud attempt from "www.millenniacompanies.com"

claiming to be themillenniacompanies.com

From: Tom Mignogna [mailto:tmignogna@mhmltd.com]

Sent: Wednesday, November 20, 2019 2:10 PM

To: Franz Dutes <fdutes@ochfa.com> Cc: James Wells < iwells@mhmltd.com>

Subject: RE: Windsor

Franz - thank you for walking through the source and use and proforma with us. We appreciate the efforts that OCHFA is taking for this project.

Below, please find our clarifications to the project underwrite raised in our call.

Project Summary Tab

Sources - Construction Period Income (Expense) - Is sourced by project income and is applied to project uses, during construction period (and thereafter) which are typically paid for by property income, such as: construction loan interest, taxes and insurance.

Sources - Construction Period Income (Income) - Is sourced by project income and available for project costs. It does not include Construction Pd Income being carved out to pay construction loan interest, taxes and insurance.

20 Year Proforma Tab

Gain to Lease - The Gain to Lease Line encompasses the HUD OCAF increase of the HAP Rent Schedule which comes into effect typically mid year and which the Income Projection tab (which identifies the residential rent income) doesn't capture. This underwriting model breaks out that mid-year 2% rent increase and captures the income.

Investor Service Fee - The annual fee to the tax credit equity investor (PNC Bank), below the line, out of surplus cash.

Projected Permanent and Construction Period Source Statements

Est. Permanent Sources of Financing

Source Analysis

First Mortgage (HUD 221d4/Berkadia)

\$ 39,960,000

Total Sources	\$ 69,375,537	
Deferred Developer Fee	6,650,055	
Construction period income (cash)	1,315,518	
Construction period income (exp)	1,970,249	
Tax Credit Limited Partner Equity (PNC Bank)	19,479,715	

Est. Construction Sources of Financing

Source Analysis	
First Mortgage (Bonds/HUD 221d4/Berkadia)	\$ 39,960,000
Tax Credit LP Equity (First Installment 20%)	4,050,833
Working Capital	799,200
Construction period income (exp)	1,970,249
Construction period income (cash)	1,315,518
PNC Equity Bridge Loan	13,000,000
Developer Fee [paid after construction]	1,629,682
Deferred Developer Fee	6,650,055
Total Sources	\$ 69,375,537

Regards, TM

From: Tom Mignogna

Sent: Wednesday, November 20, 2019 9:33 AM

To: Franz Dutes < fdutes@ochfa.com >

Subject: FW: Windsor

From: James Wells < jwells@mhmltd.com Sent: Wednesday, November 20, 2019 9:32 AM To: Tom Mignogna tmignogna@mhmltd.com

Subject: Windsor

Project Name		Windsor Cove Apartments	Apartments		:	Total Acquisition	\$ 27,500,000 \$	107,422	
Location				First Mortgage	\$ 39,960,000	Total Construction	19,462,791	76,027	
14	188 Mercy Driv	'e, Orange County	1488 Mercy Drive, Orange County Courty, Orlando, FL, 32808	Limited Partner Equity	19,479,715	Total Architectural and Engineering	599,500	2,342	
Type		4% LIHTC,FHA debt	'HA debt		•	Total Legal	. 310,000	1,211	
Number of Units	256				•	Total Closing Cost	1,327,714	5,186	
Square Footage	101,205	Estimate		Construction period income (exp)	1,970,249	Total Financing Fees	3,790,472	14,807	
Projected Cost Per Square Foot	\$685.50	Time	9:42 AM	Construction period income (cash)	1,315,518	Total Tax Credit Agency Fees	355,741	1,390	
Date		November 20, 2019	10, 2019	Capital Contribution	•	Total Owner Cost	. 5,194,319	20,290	
Income Restrictions		Units	%	Deferred Developer Fee	6,650,055	Total Developer Fee	10,835,000	42,324	61.38%
Thir	Thirty Percent		0.00%	Total Sources	\$ 69,375,537	Total Project Cost	\$ 69,375,537 \$	270,998	
Fort	Forty Percent		0.00%						
Fift	Fifty Percent		0.00%	CALCULATION OF TAX CREDIT EQUITY	MIL BOULLY	Seller Proceeds Analysis	/sis		
Sixt	Sixty Percent	256	100.00%						
Mar	Market Rate		0.00%	Eligible Basis (Acq.)	22,000,000				
Projected Net Operating Income \$2,334,729	334,729			Eligible Basis (NC/RH)	36,241,763				
Net Developer Fee	\$4,184,945	5 38.62%	%	Additional Basis Deductions	•				
	\$836,989			QCT/DDA Increase	130.00%				
	Bond analysis	alysis		Total Qualified Basis (Acq.)	22,000,000				
Total Eligible Basis			58,241,763	Total Qualified Basis (NC/RH)	47,114,292				
			4,125,000	Applicable Fraction	100.00%				
			62,366,763	Applicable Credit Rate (Acq.)	3.17%				
Times 57%			27%	Applicable Credit Rate (NC/RH)	3.17%				
Required Bonds			35,549,055		2,190,923				
				Maximum Allocated Credit	5,000,000				
Permanent Bonds			43,000,000	Total 10-Year Credit	21,909,230	Deferred Developer Fee Analysis			
Additional traunche of Bonds		-		Investment Rate	0.8900	Cashflow through year 10	\$ 5,220,077	-	
Total Bonds			43,000,000	I otal Projected investor Equity	19,479,715	Deferred developer fee			
						Developer fee paid	No		
			17.00	Approval					
Development Company President							Date		
Development Company VP							Date		
Management Company - Expenses only							Date		
							Date		

	Total	Total Cost 1	HC Eligible	Per Unit		Total Cost	Total Cost HC Eligible	Per Unit		Total Cost	HC Eligible	Per Unit
Acquisition					Closing Cost				Owner Cost	•		
gailding.	\$ 23.3	\$ 23,375,000	¥F	91,309	Appraisal	15,000	15,000	56	Replacement reserves	•		
Land (addil 10% for commercial space)	l'i	4,125,000		16,113	Market Study/Rent Comp	00076	9,000	85	Organization Expense	12.500		67
Total Acquisition	27.5	27,500,000	Ī	107,422	. Title Insurance Fees	300,000	225,000	1,172	Operating Reserves	¥ 1,865,518		7,286
					Recording Foes	17,500		89	Insurance reserve			•
Construction Cost					Continued title fees	5,000	5,000	20	R/E ian reserve	•		•
pre construction	61	250,000	250,000	. 77.6	Construction Insurance	100'001	50,021	391	Broker Fee (M&M)	7,000,000	1,000,000	3,906
Bond Premium	-	100,291	100,291	392	Transfer Taxes	192,500		752	Non-Profit Developer fee			•
Hard Construction Costs	16.40	16,404,206	16,404,206	64,079	Mortgage Tax	201,705			Developer Fee	10,835,000	10,835,000	12.324
Other - non cligible work	2	120,806		472	Intangible tax	115,260	-		Relocation	384,000	384,000	1.500
General Requirements	6,00%	984,252	984,252	3.845	Real Estate Taxes	371,708	204,439	1,452	Furnishings	250,000	250,000	770
Contractor Overhead	2.00% 33	328,084	328,084	1,282	Total Closing Cost	1,327,714	208,460	3,948	Owner's Contingency	1,652.501	1.652.501	6,455
Contractor Profit	6.00% 98	984,252	984,252	3,845					Lease-up reserve	30,000		117
NEI Contract	819,1	168,171,818	\$19,051,085	068'728	Financing Cost				Total Owner Cost	16,029,319	14,121,501	62,615
Contractors GL Insurance & Other Fees					Application fee (.3%)	119,880		891				
Site security	ĸ	200,000	200,000	926	Permanent loan fee (1%)	399,600		1.561				
Permit	5.	90,900	90,900	355	Construction loan fee (1%)	•	•					
Total Construction	19,46	19,462,791	19.341,985	76,171	HUD MIP (.25%)	,						
					HUD inspection fee (.5% of rehab)	•		,	Total Project Cost	S 752,275,93 S	36,241,763 \$	269,905
Architectural and Engineering					Bond issuer fee (11%)	430,000		1,680				
Architect Fees- Design & Inspection	38.	382,375	382,375	1,494	GNMAE fee	7,500		29	De	Developer Fee Test		
Architect Fees- Other	*	82.625	82.625	323	soft cost contingency	75,000		293	Acquisition	18.0%		\$H.950,000
Civil Engineer Fees	7	000'01	40,000	156	Volume cap application	2,000		×	Rehabilitation	18.0%		\$6.523.517
Arch and cost reviewer	ν.	50,000	50,000	195	Bank fees	7,500		39				
Sıınçı-Alıa	7	20,000	20,000	78	Trustee fees	35,000	35,000	137				
Pluse One Environmental		8,000	8.000	- F.	Orange County Application Sec	43,000	43,000	168				
Phase Two Environmental/Asbestos		9,000	9,000	55	Orange County Initial Bond Financing fee	129,000	129,000	504				
SE blue print		7.500	7,500	29	Orange County Remaining Bond Financing fee	150,500	150,500	288				
Total Architectural and Engineering	99	599,500	599,500	2,342	Orange County Annual Admin Fee	258,000	258,000	1,008				
					Orange County underwriter foc	14,492	14,492	57				
Legal					Jssuer counsel fee - Printing	7,500	7,500	29				
Legal Fecs-Owner	12:	125,000	75,000	488	Issuer counsel fee - Printing	107.500	107.500	120				
Legal Focs-Owners Rep PMC-TH	21	25,000	25.000	86	Bond Consol Fee	73,000	73,000	285	Developer fee			\$11,473,517
Legal Fess-Perm Lender	35	50,000		195	Issuer Financial Advisor fees	45,500	45,500	178				
Legal Fess-Regulatory	7.	75,000	•	293	Predevelopment Loan Interest	,						
Legal Fecs-Bond Counsel		•			Construction Loan Interest	1.498.500	674,325	5.854				
Legal Fees-Underwriter Counsel	26	35,000		137	Negative Arbitrage	387,000		1.512				
Total Legal	310	310,000	100,000	1,211	Total Financing Fees	3,790,472	1,537,817	14.807				
					Tax Credit Agency Cost							
					Housing Credit Application Fee	2,500		10				
					Housing Credit Reservation Fee	136,933		535				
				-	Compliance Monitoriing Fee	183,808		817				
Ρį					Energy audit		•					
					Cost Certification	25,000	25,000	8/6				
0					Needs Assessment	7,500	7,500	53				
					Total Tax Caudit Assesser Can-							

Windsor Cove Apartments - Debt Analysis

\$ 4,126,080 Gross Potential Rent \$ 6.0000% 1,020,732 17,203 Less: Vacancy, Credit Loss 5.0% 1,623,743 Total Operating Expenses 1,623,743 1,623,743 Total Operating Expenses 1,623,743 1,623,743 Total Expenses 300 1,700,543 Total Debt Service Coverage 2,030,093 1,15 Debt Service Coverage 1,08031207% 1,08031207% Total Interest Rate 1,08031207% \$ 39,962,102 Maximum Mortgage DSCR \$ 400 1,000,000,000 Total Interest Rate 1,08031207% 1,000,000,000,000 Total Interest Rate 1,08031207% 1,000,000,000,000 Total Interest Rate 1,08031207% 1,08031207% Total Interest Rate 1,08031207% 1,08031207% Total Interest Rate 1,08031207% 1,000,000,000,000 Total Interest Rate 1,08031207% 1,000,000,000 Total Interest Rate 1,08031207% 1,000,000 Total Interest Rate 1,08031207% 1,000,000,000 Total Interest Rate 1,08031207% 1,000,000 Total Interest Rate 1,080312	HUD Income Analysis Operating Expense Analysis	\$ 4,126,080 Gross Potential Rent \$ 4,126,080 Loss 3.0% (123,782) Less: Vacancy, Credit Loss 5.0% (206,304)	ne 17,203 Plus: Laundry Income 17,203 HFA Admin Exp. 1,340 Commercial Income - Commer		Total Operating Expenses 1,508,543	76,800 Replacement Reserves 1,700,543 Total Expenses	2,334,729 NET OPERATING INCOME	LIHTC Debt Analysis	2,334,729 Net Operating Income	Less Debt Service: First Mortgage 2,073,275 Net Operating Income*	200000	304,637 Cash Flow		st Rate 3.75%	0.000% Service Fee 0 1.08031207% Initial Curtail 1.0803		
--	--	--	--	--	------------------------------------	---	--------------------------------	---------------------	--------------------------------	---	--------	-------------------	--	---------------	--	--	--

DSOR COVE APARTMENTS - INCOME ANALYSIS	,是一个大学的,他们是一个大学,他们就是一个大学的,也是一个大学的,也是一个大学的,也是一个大学的,也是一个大学的,也是一个大学的,也是一个大学的,也是一个大学的							Sixty Percent	60% 30% OF MAXIMUM NET TOTAL	UM Section 8 Proposed P	RENT UTILITY UNIT SUBSIDY rents MONTHLY	INCOME ALLOWANCE RENT MARKET HAP FMR	31,260 9,378 782 . 782 . 1,004	37,500 11,250 938 - 938 253 1,190 114,240 1,190 1,190	229,600		343 840	Warket Rate	MARKET 30% OF MAXIMUM NET TOTAL	JM Section 8 Proposed P	SUBSIDY rents		ŧ					343,840	
ANALYSIS		*						· · · · · · · · · · · · · · · · · · ·	NET			RENT	782	938	1,083	1,209			NET				,	•	'	•			
TIS INCOME									_	LESS	UTILLITY	ALLOWANCE				- 6			I	LESS	UTILITY	ALLOWANCE							
PARRIVIEN								ercent	_		-	E						Rate	_			- Fe3	-	-	•	'			
COVE A								Sixty P	30% OI		MEDIA	INCOM						Market			MEDIAL	INCOM		1	•				
WINDSOR									%09	INCOM			31,26			48,36	2		MARKE	RATE			-	1		1			
W											L	(SQ. FT.)	•	9//	1,043	1	241,376		_		LIVING AREA	(SQ. FT.)	,	,	,	,	,	241,376	
	INCOME	24,300	27,800	31,250	34,700	37,500	40,300				NO. OF	LIVING UNITS	•	96	160	,	256				NO. OF	LIVING UNITS	•	•	,	•	,	256	
	FIFTY PERCENT INCOME	One	Two	Three	Four	Five	Six				TIND	TYPE	1 BR, 1 BA	2 BR, 1 BA	3 BR, 1 BA	4 BR, 1 BA	TOTALS	The second secon			UNIT	TYPE	1 BR, 1 BA	2 BR, 1 BA	3 BR, 1 BA	4 BR, 1 BA	TOTALS	TOTAL UNITS	TOTAL ANNUAL INCOME

		MIM	SO	WINDSOR COVE AP	A	ARE	ARTMENTS - OPBRATTING EXPENSE BUDGET	Basnaa	Tab(in		
Payroll		Annual	Ā	Per Unit	Per	r Foot			Annual	Per Unit	Per Foot
Office Salaries	<i>\$</i> -	35,360	€\$	138	S	0.35	Taxes				
Manager Salary		54,080		211		0.53	Real Estate Taxes		371,708	1.452	3.67
Maintenance Salary		151,840		593		1.50	Misc. Taxes/Permits		11,802	, 46	0.12
Payroll Taxes & Benefits		45,717		179		0.45		Total	383,511	1.498	3.79
Total	tal	286,997		1,121		2.84	Insurance		•		X
		,					Property/Liability Ins.		100,041	391	66.0
Administrative		102,658		401		1.01					
							Management Fees				
Maintenance		451,208		1,763		4.46	Management Fees	·	158,110	618	1.56
							Other Expenses .		ı	•	
Contract Services				•				Total	158,110	618	1.56
Utilities	ı						Total Operating Expenses		1,623,743	6,343	16.04
Electricity		52,516		205		0.52				•	
Water		41,365		162		0.41	Replacement Reserve		76,800	300	0.76
Gas ·		1,226		5		0.01					
Sewer		46,112		180		0.46					
Steam Charges		ı		1				Total \$	1,700,543	\$ 6.643	\$ 16.80
Telephone		ι		,						ļ	
Total	al	141,219		552		1.40					

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				Used 5%		Eliminated Birminated Eliminated Eliminated	Assumed S7 PUPM with on 80% of the units. Inflated Historical 2%		Included Minimal Amount Included reasonable estimate See payroll tab Inflated historical 3% Eliminated Isliminated Used 4% management fee N/A See payroll tab N/A Used Millennia comparable Used Sa PUPM Used Millennia comparable Used 53 PUPM Used Millennia comparable Used 0.5% Inflated historical 3%
-	CTED Per Unit	16,118	16,118	(806)	15,312		67 51 8 8 2 129	15,440	6 10 10 10 10 145 145 12 12 12 12 59 36 23 77 6 6 6 18 18 18 18 18 18 18 18 18 18 18 18 18
	PROJECTED Amount Per l	4,126,080	4,126,080	(206,304)	5.00% 3,919,776		17,203 13,076 2,175 521 32,975	3,952,751	1,500 2,500 4,680 66,560 37,147 158,110 5,000 9,210 9,210 19,764 11,530 1,530 19,764
	ment Per Unit	13,964 (6,150) 23 (61)	11,507	(6)	12,204		62 0 0 94	12,298	6 6 7 8 7 8 8 7 8 8 8 8 8 8 8 8 8 8 8 8
	Adjustement Amount Per	3,574,825 (1,574,441) 5,760 (15,515)	1.990,629	(1,519)	2,111,252		15,979 256 43 10 16,288	2,127,540	1,500 2,384 2,300 4,680 5,245 1,082 6,572 6,572 3,000 9,216 5,800 17,496 147,560
	1 2019 Per Unit	2,153 6,150 (23) 90	12,344	(1,283)	7,065		25 8 25	7,130	0 0 0 1411 1411 1541 1541 1541 1541 1541
	Amount Per L	551,255 1,574,441 (5,760) 15,515	2,135,451	(328,445)	20,41%	172	1,224 12,820 2,132 511 511	1,825,383	116 200 200 61,315 36,065 6,532 89,939 8,939 1,857 1,208 1,208 1,305
	Per Unit	1,821 6,340	12,078	(873)	7,288	31	57	7,377	1 152 6 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
	Amount Per	466,280 1,623,140	2,089,420	(223,611)	10 70%	8,062	14,587	1,888,458	202 1,562 67,483 57,869 95,768 95,768 17,689 17,689 10,000 11,8 962 33,998 442,497
	Description	Gross Potential Rental Income - Residential Rental Income - Tenant Assist. Rental Income - Commercial Rental Income - Cell Tower	Rental Income - Misc. Special Claims Revenue	Vacancies Vacancies - Residential Free Rent / Write Off	Vacancy % Net Rent Revenue	Financial Revenues Interest Income (Checkbook) Interest subside interest income - Rep. Reserve Interest Income - Investments	Other Revenue Laundry & Vending Inc. NSF & Late Charges Damages & Cleaning Fees Forfeired Tenant Deposit Other Revenue	Total Revenue	Expenses: Administrative Expenses Conventions & Meeting Management Consultants Advertising Eviction/Moving Costs Other Renting/Screening Exp Office Expenses Temporary Labor Management Fee Innovative Housing Manager Salaries Temployes rent free unit Legal Expense Audit Expense Bookkeeping-Acct. Fees Audit Expense Admit Expense Admin/MES/Training/Educ
	Account	\$120.00 \$121.00 \$140.00 \$145.00	5190.00	5210.00 5290.00		5410.00 5430.00 5440.00 5490.00	5910.00 5920.00 5930.00 5940.00 5990.00		6203.00 6204.00 6210.00 6210.00 6235.00 6310.00 6311.00 6321.00 6321.00 6330.00 6350.00 6350.00 6350.00 6350.00

				Inflated higher of '18 or '19 by 6%, or 2% remediated	Inflated higher of '18 or '19 by 6% or 3% respectively	Inflated higher of '18 or '19 by 6% or 3% respectively	Increased to actual expected expense			See payroll tab	Inflated historical 3%	Inflated historical 3%	Inflated historical 3%	Inflated historical 3%	per MHM Security Director budget (additional \$50k year 1 and 2)	See payroll tab	Inflated historical 3%	Inflated historical 3%	See payroll tab	Inflated historical 3%	Inflated historical 3%	Inflated historical 3%	Inflated historical 3%	N/A	Inflated historical 3%	Assumes 30% turnover at 400 per unit	Assumes 30% tumover at 200 per unit	Inflated historical 3%	Included reasonable estimate				See real estate tax tab See payroll tab	Used Millennia comparable	Used Lesser of 4% over historical or \$500 PUPA based on 22nd avenue	Used Millennia comparable	See payroll tab	Used Millennia comparable				
	CTED	Per Unit		205	162	S	180	552		114	'n	24	36	317	586	4	∞	69	423	15	707	,	47	•	٠	183	73	m	34	2,234	2,534		1,452	36	391	7	35	` .	2,067	6,343		
ınts	PROJECTED	Amount		57 516	41,365	1,226	46,112	141,219		29,120	1,310	6,221	9,233	6 150	150,000	12,480	2,083	17,579	108,160	7,883	18 202	104,01	11,971		٠	46,911	18,725	702	8,750	571.848	K4K required at		371,708 21.632	9,961	100,041	1,842	9,085	2001	529,269	1,623,743	900 062 6	000,525,4
partme imptions	ment	Per Unit		ő	, 50	_	176	415		114	0		- (> 0	136	(106)	0	7	4	⊣ •	. r	١,	_	•		120	99	0	34	627	K+K		1,217	!	15	0	25	; ,	1,956	3,850		
Windsor Cove Apartments Expense Assumptions	Adiustement	Amount		25.012	1,205	374	45,135	71,725		29,120	38	181	269	7 364	34,732	(27,189)	61	512	11,235	230	402,	ים	349		•	30,720	15,360	50	8,750	108,486			311,635	290	3,848	54	6,349		338,355	666,126		
Winds Exp	2019	Per Unit		107	157	m	ব	271			Ś	. 24	S .	O 80	450	155	∞	29	379	50	69	,	45			63	13	m		1,810			235	38	376	_	11		746	3,741		
	Annualized 2019	Amount	,	27 504	40,160	852	217	69,493			1,272	6,040	8,964	787 87	115.268	39,669	2,023	17,067	96,925	7,653	17,672	7/0,7	11,623			16,191	3,365	681		463,363			60,073	9.671	96,193	1,788	2,736	25.	190,913	957,617		
	udit	Per Unit		194	117	2	'n	319		705	257	206		428	612								45	٠.	. 1		•	4	737	2,992			240 92		466	•	6 4	43	668	5,937		
	2018 Audit	Amount		49 543	30,049	1,157	857	81,606		180,458	65,873	52,842		108 750	156,741		,				٠,٠		11,510		•		•	1,000	188,673	765,847			61,325 23,502		119,414	. ;	2,336	10,965	230,047	1,519,997		
		Description	Utilities Expense	Electricity	Water	Gas	Sewer		Operating/Maint, Expenses	Janitor/Cleaning Payroll	Cleaning Supplies/Uniforms	Janitor/Cleaning Contract	Exterminating Contract	Carbage & Trash Removal	Security/Alarm Sys/Fire Prot.	Grounds Payroll	Grounds Supplies/Equipment	Grounds Contract	Repairs/Maintenance Payroll	Repairs/Maint, Mat.& Supplies	Appliances	Elevator Maint /Contract	Heat/Cooling Repairs	Swim Pool Maint/Contract	Snow Removal	Decorating Contract	Decorating Supplies/Materials	Vehicle Maint/Repairs/Lease/Mi	Misc. Maint./Operating			Taxes & Insurance	Reai Estate Taxes Pavroll Taxes	MiscTaxes/Lic/Dues/Fees/Permit	Property Insurance	Fidelity Bond Insurance	Workmen's Compensation Health Ins /Other Emn Benefits	Other Insurance		Total operating expenses		
		Account	6420 00	6450.00	6451.00	6452.00	6453.00				6515.00	6517.00	6519.00	6525.00	6530,00	6535.00	6536.00	6537.00	6540.00	6541.00	6543.00	6545.00	6546.00	6547.00	6548.00	6560.00	6561.00	6570.00	00'0659				6710.00	6719.00	6720,00	6721.00	6722.00	6729.00		F		

	Payroll	Payroll Assumptions	Suo	
•				Windsor Cove
Position	Hours	\$ per hour	Annual	Apartments
Property Manager	2,080		54,080	54,080
Assistant Manager	2,080	\$17.00	35,360	35,360
Administrative	2,080	\$15.00	31,200	31,200
Leasing Manager Historical Powoll	- Admin	\$15.00		120,640
		- 4		4 . 1 . 0 /
Maintenance Supervisor Maintenance Tech	2,080	\$20.00	41,600	41,600
Custdial	2.080		29,200	29,200
Grounds/Custodian	1,040	\$12.00	12.480	12.480
				149,760
Historical Payroll	· O&M	A C C - Langer Mark Mark Communication of the Mark Mark Mark Mark Mark Mark Mark Mark		96,925
FTE's	7.50		u	270,400
Workers Compensation	Rate			
Property Manager	0.013200			714
Assistant Manager	0.013200			467
Leasing Manager	0.013200			714
Maintenance Supervisor	0.050030			2.081
Maintenance Tech	0.050030			3,330
Custdial Grounds/Custodian	0.050030 0.050030			1,457
			1 11	6,085
Employee Benefits Assumes 5 people decline	\$ 500	Per FTE / mo		15,000
Payroll Taxes	8.00%			21,632
TOTAL				316,117

ríments s	culation		8,513,178	$\frac{100}{8,513,178}$	60,073.33	0.71% ned by not-for-profit	aison	24,750,000	(1,024,000)	23,726,000 109,842.59 102,079.00
Windsor Cove Apartments Tax Analysis	Real Estate Tax Calculation	20-22-29-4550-01-000	Market value of	Current Assessed Value	Current R/E Tax	Calculated tax rate * * Not Applicable as property is currently owned by not-for-profit	Total R/E Tax Comparison	Total Purchase Price	Less: FF&E Reserves Seller Note	Revised Appraised Value Projected R/E Taxes per unit Comparable R/E tax per unit

x assessment rate $\frac{70\%}{}$	Calculated Assessed Value 16,608,200	x local tax rate $\frac{2\%}{}$	Calculated Real Estate Taxes 371,708	Transfer and Mortgage Tax Calculation	les Price 27,500,000	ansfer Tax 192,500	First Mortgage Amount Second Debt Amount (Seller Note) Bridge Loan amount 57,630,000	rdgage Tax 201,705	
x assessmen	Calculated A	x local tax ra	Calculated	Trans	Sales Price	Fransfer Fax	First Mortga Second Debt Bridge Loan	Mortgage Tax	

A. ()					Wi	ndsor Cove	Apartmen	partments - 15 Year projectio	projection	S						
Description	Construction	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Vear 13	Vear 14	Veer 15
Rental Income - Residential	4,126,080	4,208,602	4,292,774	4,378,629	4,466,202	4,555,526	4,646,637	4,739,570	4,834,361	4,931,048	5,029,669	5,130,262	5,232,867	5.337.524	5.444.274	5 553 159
Gain-to-lease	55,015	56,115	57,237	58,382	59,549	60,741	61,955	63,194	64,458	65,747	67,062	68,403	69.771	71, 167	72.590	74 042
(Less) Vacancies - Residential	(209,055)	(210,430)	(214,639)	(218,931)	(223,310)	(227,776)	(232,332)	(236,979)	(241,718)	(246,552)	(251,483)	(256,513)	(261,643)	(266.876)	(272,214)	(858)
	3,972,040	4,054,287	4,135,372	4,218,080	4,302,441	4,388,490	4,476,260	4,565,786	4,657,101	4,750,243	4,845,248	4.942.152	5.040.995	5.141.814	5 244 650	5 349 543
Financial and Other Revenues		•														
Laundry Income	17,203	17,547	17,898	18,256	18,621	18,993	19,373	19,760	20,155	20,558	20.969	21.388	21.816	22 252	799 66	73 151
Commercial Income	(5,760)	(5,875)	(5,993)	(6,113)	(6,235)	(6,360)	(6,487)	(6,617)	(6,749)	(6,884)	(7,022)	(7,162)	(7.305)	(7.451)	(7,600)	(7.75)
Other income	15,772	16,087	16,409	16,737	17,072	17,413	17,761	18,116	18,478	18.848	19.225	19.610	20 002	20.402	20.810	2000
	27,215	27,759	28,314	28,880	29,458	30,046	30,647	31,259	31,884	32.522	33.172	33.836	34 513	35 203	35 907	36.625
	3,999,255	4,082,046	4,163,686	4,246,960	4,331,899	4,418,536	4,506,907	4,597,045	4,688,985	4,782,765	4,878,420	4,975,988	5,075,508	5,177,017	5,280,557	5,386,168
Administrative Expenses	381.408	392.850	404 635	416 774	877 678	442 156	455.421	460 083	162 156	102 650	002.013					
Utilities Expense	141 219	145.455	140.810		150.042	167.621	14.00	00000	400,100	147,030	0.2,200	106,120	045,/90	560,110	5/6,913	594,221
Onemine Maint Expanses	571 848	200.005	610,641		130,943	105,711	108,023	1/5,081	1/8,892	184,259	189,786	195,480	201,344	207,385	213,606	220,014
per Francisco	071,040	900,000	900,074		043,620	662,929	682,817	703,301	724,400	746,132	768,516	791,572	815,319	839,779	864,972	890,921
Keal Estate Laxes (3% increases)	3/1,/08	382,859	394,345		418,361	430,912	443,839	457,154	470,869	484,995	499,545	514,531	529,967	545,866	562,242	579,109
laxes & Insurance	157,560	162,287	167,156		177,336	182,656	188,135	193,780	199,593	205,581	211,748	218,101	224,644	231,383	238,324	245.474
Total operating expenses	1,623,743	1,672,456	1,722,629	1,774,308	1,827,537	1,882,364	1,938,834	1,996,999	2,056,909	2,118,617	2,182,175	2.247.641	2.315.070	2 384 522	2 456 057	2 529 739
Net Operating Income	2,375,512	2,409,590	2,441,057	2,472,651	2,504,362	2,536,173	2,568,073	2,600,045	2,632,075	2,664,148	2,696,244	2,728,348	2,760,438	2 792 496	2 824 500	2.856.429
•										- 46 - 40		d e				5 March 197 197 197 197 197 197 197 197 197 197
(Less) RR Deposits	, ;	(76,800)	(79,104)	(81,477)	(83,921)	(86,439)	_	(91,703)	(94,454)		(100,207)		(106,309)	(109,498)	(112,783)	(116.167)
(Less) Debt Services:	(1,498,500)	(2,030,093)	(2,030,093)	(2,030,093)	(2,030,093)	(2,030,093)	(2,030,093)	'	1	(2,030,093)	(2,030,093)	(2,030,093)	(2,030,093)	(2,030,093)	(2,030,093)	(2,030,093)
Debt Service Coverage Ratio *	1.59	1.15	1.16	1.18	1.19	12.1	1.22			1	1.28	1	1.31	1.32	1.34	1.35
Initial Cash Flow **	877,012 302,697		331,860 361,082 390,348	361,082	390,348	419,641	448,948	478,249	507,528	536,768	565.945	595.042	624 036	657 905	681.624	710-169
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Less Investor compose for	12 800	12 164	13 600				- 00	' '						•		ı
201 50014 500 10100 101	12,000	10,101	13,300	13,76/	14,40/	14,839	15,284	15,/42	16,215	,	1	17,718	18,250	18:797	19,361	19,942
Distributable cashrow	864,212	289,513	318,280	347,095	375,941	404,802					548,743	577,324	605,787	634,107	662,263	690,227
Less Del, developer lec		(6,650,055)	(6,347,357)	'	(5,654,416)	(5,264,068)	(4,844,427)	ا ~	•		,	(2,306,989)	_	(1,087,910)	(435,006)	,
7	877,012	(6,347,357)	(6,015,497)	(5,654,416)	(5,264,068)	(4,844,427)	(4,395,479)	(3,917,230)	(3,409,701)	(2,872,934)	(2,306,989)	(1,711,947)	(1,087,910)	(435,006)		
uses saidine		•	•				1					•	•		227,257	690,227
Total Oring Cash Low	The section of the se				4	7. A.	- 7 7								227,257	
						2000 1000M	ž			Š		;	į			
						Income 10	2.20		Expenses 105%	ž,		Facancy	5.0%			-



November 15, 2019

Mr. Frank Sinito Chief Executive Officer Millennia Companies 4000 Key Tower 127 Public Square Cleveland, OH 44114

Subject: Jernigan Gardens (fka Windsor Cove) - Section 221(d)(4) Substantial Rehabilitation

Dear Mr. Sinito:

Berkadia Commercial Mortgage LLC ("Berkadia") is pleased to present you with this proposal to provide financing for Jernigan Gardens in Orlando, FL, a 256-unit apartment complex supported by a Project Based Housing Assistance Payment ("HAP") contract covering all units. The insured loan will be processed under Section 221(d)(4) substantial rehabilitation, providing construction and permanent financing for the project. This is an estimate of the terms and conditions that could be offered subject to formal underwriting and approval of Berkadia's credit committee and HUD.

BORROWER:

Jernigan Gardens FL TC, LP. A single asset entity formed as a Low Income Housing Tax Credit ("LIHTC") limited partnership. General Partner of the company is owned by an affiliate of Millennia Housing Development.

PURPOSE:

Substantial rehabilitation of a 256-unit apartment complex known as Jernigan Gardens (fka Windsor Cove) in Orlando, Florida, utilizing Tax-Exempt short term housing revenue bonds and 4% LIHTC equity infusion. All units are supported by Section 8 Project-based HAP.

LOAN AMOUNT:

\$41,596,200 (current estimate based on debt service)

LOAN TO COST:

Not to exceed 90% due to support from project based

Section 8 contract.

DEBT SERVICE:

Ratio of 1:1.11 due to support from project based Section 8

contract.

INTEREST RATE:

3.70% Note Rate estimate, determined at time of rate lock, plus 0.25% mortgage insurance premium due to support

from project based Section 8 contract.

TERM & AMORTIZATION:

40 year amortized term + interest only Construction period; or 75% of estimated remaining useful life determined by

HUD.

DEBT SERVICE:

Level amortization at estimated monthly debt service

(principal and interest only) of \$166,167.06 .

FINANCING FEE:

1.00% of the Insured Loan Amount, payable at close to

Berkadia.

PERMANENT PLACEMENT FEE:

0.25% of the Insured Loan Amount, payable at close to

Berkadia; includes all lender legal, closing, and processing

costs.

HUD FEE:

Application Fee of 0.30% of the Insured Loan Amount,

payable to HUD prior to Application + MIP and inspection at

closing and during construction.

ASSUMPTIONS:

Project must receive Tax Credit/Volume Bond Cap allocation. LIHTC investor will approve final HUD underwriting guidelines related to loan to cost and debt

underwriting guidelines related to loan to cost and debt service constraints. LIHTC installments will meet HUD

underwriting guidelines.

The above is subject to a Firm Commitment issued by HUD as well as preparation and review of the scope of work by a third party architectural and cost reviewer, market study analyst, and appraisal performed by Berkadia/HUD approved vendors. Please note that the interest rate stated above is the current market rate. The actual rate is locked in at the time of closing and may be more or less than the above.

We are pleased to offer this financing and appreciate the opportunity to work with Millennia Housing Development on this transaction. If you have any questions, I can be reached at (617) 531-8911 or gemma.geldmacher@berkadia.com.

SIGNED:

By:

Betyadia Commercial Mortgage LLC

Gemma Geldmacher Senior Director



U. S. Department of Housing and Urban Development Jacksonville Field Office Charles Bennett Federal Building 400 West Bay Street Suite 1015 Jacksonville, Florida 32202-4439

September 11, 2019

Chad Perrone VP – Underwriter Berkadia Commercial Mortgage 10 Milk Street, Suite 720 Boston, MA 02108

Dear Mr. Perrone:

SUBJECT:

Amendment TWO to Firm Commitment for Insurance of Advances

MAP Section 221(d)(4)

Jernigan Gardens Apartments - 067-35531

Orlando, Orange County, Florida

It is our pleasure to approve your request to extend the Commitment. By copy of this letter the Commitment issued on April 30, 2019 as amended June 20, 2019 is herein amended to approve an additional 90-day extension of the Commitment from September 27, 2019 to December 31, 2019. Please note that additional extensions may not be approved.

All other terms and conditions of the Commitment remain in full force and effect.

Very sincerely yours,

Barbara S. Williams

Branch Chief, Underwriting Team

Multifamily Southeast Region

Amount	43,000,00	43,800,60
Description	Windsor-Isk Exempt Bond App Fee	
(Date) Invoice	life chk abo	
Property Account	develp 1910	

DAIE:11/19/19 CK4:4149 IOTAL:843,000.00** BANK:OPERÛ3 - MILLEMNIA DEV - TRISTATE PAVEE:ORANGE GRUNY HOUSING FINANCE AUTHORITY(orange)



Exhibit C

September 30, 2019

Project Schedule of Values

Proj	ject	Overview

 Buildings
 Total # of Units
 Total Cost
 Cost per Unit

 28
 256
 \$19,100,000
 \$74,609.38

2ST/96-2BR/160-3BR

5-2BRADA/8-3BRADA

6 - Hearing/Visually Impaired Unit

cention.	245,906 Gross SF \$ 77.6	
SECTION	DESCRIPTION	20 y 2.5
02060	Demolition	BUDGET
02050	Hazmat Abatement Allowance	\$ 722,8
02351	Helical Piers Allowance	\$ 375,0
02200	Site Work	\$ -
02800	Fencing	\$ 486,5
02870	Site Furnishings	\$ 45,1
02950	Landscaping	\$ 123,5
		\$ 321,4
03100	Concrete	\$ 383,4
04200	Masonry	\$ 199,7
05100	Structural Steel	\$ 800,8
05500	Misc Metals	\$ 131,0
06100	Rough Carpentry	\$ 978,4
06200	Finish Carpentry	
06600	Exterior Finish Carpentry/Siding	7-2
07210	Building Insulation	\$ 469,0
07411	Waterproofing	\$ 24,4
07500	Roofing	\$ -
07600	Fireproofing	\$ 598,3
08110	Steel Doors and Frames	§ 14,00
08610	Windows	\$ 725,4
09220		\$ 687,7
	Stucco Patching and Repair	N
09250	Gypsum Board Assemblies	\$ 1,015,80
09260	Acoustical Ceilings	N
09300	Ceramic Tile	\$ 142,5
09650	Resilient Flooring	
09910	Painting	
10100	Miscellaneous Specialties	\$ 696,1
10400	Signago	\$ 56,10
10801	Toilet Accessories In Misc. Specialties	\$
11400	Window Blinds	\$ 77,42
11452	Appliances	\$ 54,36
12370	Pre-Manufactured Casework	\$ 425,36
15300	Fire Protection	\$ 1,025,35
		\$ -
	Plumbing	\$ 1,173,94
	HVAC	\$ 1,273,04
16100	Electrical & Fire Alarm	\$ 1,829,02
	Subtotal:	
	<u> </u>	\$ 16,102,23
	General Conditions 6%	\$ 966,13
	P & P Bond	\$ 170,68
	GL & WC Insurance	\$ 206,86
	Overhead 2%	\$ 322,04
	Fee 6%	the state of the s
	Builder's Risk	By Owne
	Total Construction Contract:	\$ 18,734,10
	Owner Paid Direct Costs	
	Preconstruction to Date	\$ 250,00
	Building Permit and permit Service Allowance	
	Cost Certifications and other Fees	
	cost certifications and other rees	\$ 25,00
		\$