

Return to:
Orange County Housing
and Community Development Division
525 E. South Street
Orlando, FL 32801-2891

**MULTI-FAMILY AFFORDABLE HOUSING
DEVELOPER'S AGREEMENT FOR
IMPACT FEE EXEMPTION
(OSPREY SOUND APARTMENTS)**

THIS MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION (the "**Agreement**") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 525 East South Street, Orlando, FL 32801, (the "**County**"), and **OSPREY SOUND APARTMENTS, L.P.**, a Florida limited partnership, whose address is 210 University Blvd., Suite 460, Denver, CO 80206 (the "**Owner**").

RECITALS

WHEREAS, the Owner owns that certain tract of real property, as described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Owner intends to develop a multi-family rental senior affordable housing project to be known as Osprey Sound Apartments, (the "Project") on the Property; and

WHEREAS, the County finds creating affordable housing opportunities for low to extremely low-income residents of Orange County, Florida to be a valid public purpose under the laws of Florida; and

WHEREAS, in accordance with Section 163.31801, F.S., as may be amended from time to time, the County amended Sections 23-32, 23-62, 23-98, and 23-183, Orange County Code, which, respectively, provide, in part, an opportunity for exemption from the payment of law enforcement, fire/rescue services, transportation, and parks & recreation impact fees (collectively, "County Impact Fees") for certain affordable housing projects; and

WHEREAS, the County supports the exemption of all or a portion of County Impact Fees for the purpose of providing affordable rental units for low to extremely low-income Orange County, Florida residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein as a material part of this Agreement.

Section 2. Definitions. In construing this Agreement, the following words, phrases and terms shall have the following meanings, unless the context requires otherwise:

- A. *Affordable* shall be defined as a rental development in which monthly rents including utilities do not exceed thirty percent (30%) of that amount which represents the percentage of the median adjusted gross annual income for an Eligible Household, as defined in F.S. § 420.907.
- B. *Affordable Units* shall be defined as those rental units described in Section 3 hereof.
- C. *Orlando Metropolitan Statistical Area ("MSA")* shall include the counties of Orange, Lake, Seminole, and Osceola in the State of Florida as well as the municipalities within their respective jurisdictions.
- D. *Senior Housing* shall be defined for purposes of this Agreement as housing that prohibits permanent residence (longer than 90 days) by persons under the age of eighteen (18) by recorded deed restriction, recorded declaration of covenants and restrictions, recorded plat restrictions, or other restrictions provided by law, and which qualifies as one of the three (3) types of communities designed for older persons as "housing for older persons" in the Housing for Older Persons Act, 42 U.S.C. § 3607(b).

Section 3. Scope of Project.

The Project shall consist of one hundred (100) affordable senior (62+ head of household) multi-family housing units in total at the rental project known as Osprey Sound Apartments on the Property. Of the total 100 units, 30 units shall be rented to households earning up to 50% AMI, 52 units shall be rented to households earning up to 60% AMI, and 18 units shall be rented to households earning up to 70% AMI; provided, however, the imputed incomes of the units may be changed throughout the Affordability Period to the extent permitted by FHFC, as long as after such change the average of the imputed incomes of the units remain at or below 60% of AMI, and a minimum of 30% of the total units must not exceed 50% AMI.

Section 4. Payment of Law Enforcement, Fire/Rescue, Transportation, and Parks and Recreation Impact Fees.

The Owner shall make payment of all law enforcement, fire/rescue, transportation, parks and recreation impact fees, and sewer and water connection fees upon submittal of their building permit application in accordance with the applicable provisions of Chapter 23, Impact Fees, Orange County Code. The Project is currently exempt from the payment of school impact fees, as a senior housing project, pursuant to Section 23-161(6).

- A. Section 23-32 (h) of Article II, Chapter 23, Orange County Code, provides that the payment of all or a portion of Law Enforcement Impact Fees may be exempted for housing that meets or exceeds the definition of "affordable" pursuant to Section 163.31801(11), Florida Statutes, 2023, provided the level and duration of such affordability is documented to the County's satisfaction prior to the granting of any impact fee exemption.
- B. Section 23-62 (i) of Article III, Chapter 23, Orange County Code, provides that the payment of all or a portion of Fire/Rescue Services Impact Fees may be exempted for housing that meets or exceeds the definition of "affordable" pursuant to Section 163.31801(11), Florida Statutes, 2023, provided the level and duration of such

affordability is documented to the County's satisfaction prior to the granting of any impact fee exemption.

- C. Section 23-98 (a)(11) of Article IV, Chapter 23, Orange County Code, provides that the payment of Transportation Impact Fees may be exempted for housing that meets or exceeds the definition of "affordable" pursuant to Section 163.31801(11), Florida Statutes, 2023, provided the level and duration of such affordability is documented to the County's satisfaction prior to the granting of any impact fee exemption.
- D. Section 23-183 (g) of Article VI, Chapter 23, Orange County Code, provides that the payment of all or a portion of Parks and Recreation Impact Fees may be exempted for housing that meets or exceeds the definition of "affordable" pursuant to Section 163.31801(11), Florida Statutes, 2023, provided the level and duration or such affordability is documented to the County's satisfaction prior to the granting of any impact fee exemption.
- F. Upon execution of this Agreement, and assuming continued compliance with the terms hereof, the Owner shall have documented the affordability of the Project to the County's satisfaction; provided, however, that only those units defined as Affordable Units hereunder shall be entitled to an exemption from County Impact Fees. The total amount of County Impact Fees exempted under this agreement is **Three Hundred Seventy-Eight Thousand Three Hundred Forty-Eight Dollars (\$378,348.00)**.
 - i. **Law Enforcement Impact Fee** – Twenty Thousand Nine Hundred Dollars (\$20,900.00);
 - ii. **Fire/Rescue Services Impact Fee** – Twenty-Five Thousand Eight Hundred Dollars (\$25,800.00);
 - iii. **Transportation Impact Fee** - Two Hundred Twenty-Nine Thousand Five Hundred Forty-Eight Dollars (\$229,548);
 - iv. **Parks and Recreation Impact Fee** - One Hundred Two Thousand One Hundred Dollars (\$102,100.00).

Section 5. Restrictive Covenant.

- A. The Owner acknowledges that this Agreement creates a restrictive covenant and that such covenant shall run with the Property.
- B. The Owner, its successors and assigns shall utilize the Property for the rental of one hundred (100) multi-family senior housing units (62+ head of household). In order to be deemed affordable, a rental development shall have monthly rents including utilities that do not exceed thirty percent (30%) of that amount which represents the percentage of the median adjusted gross annual income for an Eligible Household, as defined in F.S. § 420.907. For this Project specifically, 30 units shall be rented to households earning up to 50% AMI, 52 units shall be rented to households earning up to 60% AMI, and 18 units shall be rented to households earning up to 70% AMI. Rent levels of the 100 units shall be in accordance with Section 7 of this Agreement, for a period of twenty (20) years from the date of issuance of the first certificate of

occupancy for the Project Affordability Period. Provided further, however, that Owner's construction loan lender, permanent loan lender, or any subsequent mortgagee shall, at its option, have the right to foreclose on the Property with this restrictive covenant in place or, in the alternative, to pay to the County, the principal amount of Three Hundred Seventy-Eight Thousand Three Hundred Forty-Eight Dollars (\$378,348.00) in order to obtain from the County a release of the restrictive covenant provisions as set forth herein. Owner's construction loan lender, permanent loan lender or any other senior lender shall pay for the cost of recording any such release and any other expenses incident thereto.

Section 6. Income Verification.

- A. The Owner shall verify the household income of the occupants of the Affordable Units prior to the initial occupancy of such units, and thereafter Developer shall do so in accordance with FHFC requirements for 100% Affordable projects. Developer shall provide to the County a copy of FHFC's Annual Owner's Certificate of Housing Credit Program Compliance (form AOC-1) (**Exhibit "B"**) annually.
- B. The Owner shall maintain complete and accurate records of the income for each of the qualifying occupants and the rents charged for the Affordable Units. All records shall be maintained in accordance with Chapter 67-37, Florida Administrative Code. The Owner shall permit any duly authorized representative of Orange County to inspect the books and records upon reasonable notice.
- C. The Owner shall furnish to the County's Housing and Community Development Division an Annual Report demonstrating all Affordable Units are in compliance with this Agreement. Similar reports required by Florida Housing Finance Corporation may be used to satisfy this requirement. Copies shall be submitted on an annual basis subsequent to the issuance of the first certificate of occupancy for the Project.

Section 7. Rents, Lease Provisions, and Administration.

- A. The Owner agrees that the initial gross rents charged for the Affordable Units shall comply with the gross rent restrictions established by the Florida Housing Finance Corporation, or the HUD rent limits, whichever is more restrictive, adjusted for family size and number of bedrooms.
- B. The Owner may, for good cause, refuse to rent the Affordable Units to individuals or families who otherwise meet the income and eligibility guidelines set forth herein. Good cause may include, but shall not be limited to, the failure of the applicant to comply with the terms and conditions of past rental agreements.
- C. For purposes of complying with the requirements of this Agreement, if the income of an individual or family renting an Affordable Unit initially meets the applicable income limitation at the commencement of occupancy of the unit, the income of such individual or family shall be treated as continuing to not exceed the applicable income limits so long as the rent charged for such Affordable Unit remains in accordance with the gross rent restrictions established by the Florida Housing Finance Corporation and this Section 7. The preceding sentence shall cease to apply to any individual or family whose income, as of the most recent determination, exceeds one hundred- forty percent (140%) of the applicable income limit, if after such determination, but before

the next income determination, any affordable unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit for very low or low income tenants as defined in this Agreement.

- D. Owner shall not be deemed to have breached this Agreement if, in verifying the household income of the occupants of the Affordable Units, Owner (i) has relied in good faith upon information supplied to Owner by the occupant; (ii) has no reason to believe such information is false; and (iii) shall have complied with all requirements of this Agreement with respect to verification of household income.
- E. The Owner or its management company shall obtain a certification of income for each prospective tenant prior to admission to the Project. Source documentation for each adult household member shall be obtained to support income claims. The form of certification shall be as required by the Florida Housing Finance Corporation. Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household in order to ensure continuing compliance of the Project.
- F. The Owner shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation or disability. The Owner shall comply with the applicable provisions of the Human Rights Ordinance Chapter 22 of the Orange County Code, including, but not limited to, the Fair Housing provisions contained in Article IV, thereof, all as may be amended from time to time. The Owner shall abide by the following:
 - 1. The Owner shall provide rental information and attract eligible persons in the housing market area without regard to race, color, national origin, religion, sex, sexual orientation, or disability.
 - 2. The Owner shall employ the Equal Housing Opportunity slogan, logo or statement in all solicitations for tenants and posters with the fair housing logo will be prominently displayed at the Project.
 - 3. The Owner shall maintain records of its affirmative marketing efforts and keep them available for review by the County's Housing and Community Development Division staff.
 - 4. The Owner shall assess the success of its affirmative action efforts and when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.
- G. The Owner shall not evict or terminate the tenancy of any tenant of any unit within the Project other than for good cause and shall not increase the gross rent with respect to any Affordable Unit, except as permitted in Section 3.
- H. Upon receipt of the first certificate of occupancy, the Owner shall provide notice to the County that they have received their certificate of occupancy.

Section 8. Default; Remedies.

- A. If the Owner breaches any provision set forth in this Agreement, other than the affordability levels contained in Section 5 and the rental requirements contained in Section 7, the Owner shall cure the breach within thirty (30) days of receiving notice of such breach. In the event that the Owner is unable to cure the breach within the allotted thirty (30) days, the Owner shall request an extension of time not to exceed ninety (90) days. Any such request for extension shall be made in writing and shall be submitted to the County within the first thirty (30) days' time period. In such instances where the Owner is unable to correct the breach within the allotted thirty (30) day time period, the Owner shall commence such correction(s) within the ninety (90) days, and thereafter diligently pursue the same to completion within such period. In the event that the Owner fails to comply with the requirements of this Section, the Owner shall pay to the County the principal amount of Three Hundred Seventy-Eight Thousand Three Hundred Forty-Eight Dollars (\$378,348.00) which is equal to the total sum of County Impact Fees exempted pursuant to Section 4, hereof. Upon full repayment by the Owner to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.
- B. If the Owner rents any of the Affordable Units to individuals or families whose income is not in accordance with the affordability level provided for in Section 5 of this Agreement or rents any such unit above the applicable rental rate required in Section 7.A. such that the Project no longer qualifies as a qualified low-income housing project under Section 42 of the Internal Revenue Code, the Owner shall be deemed to be in default of this Agreement resulting in the disqualification of the Affordable Units. Upon the disqualification of any Affordable Unit(s) by Orange County, Owner shall pay to the County the principal amount of Three Hundred Seventy-Eight Thousand Three Hundred Forty-Eight Dollars (\$378,348.00) which is equal to the total sum of County Impact Fees exempted pursuant to Section 4, hereof. Upon full repayment by the Owner to the County of the total sum of the exempted County Impact Fees, this Agreement shall become null and void and shall automatically terminate.
- C. Notwithstanding the foregoing, the construction loan lender, permanent loan lender or the other senior lender shall have the right, but not the obligation, to cure any default and the parties hereto agree that any cure of any default made or tendered by the construction loan lender, permanent loan lender or other senior lender shall be deemed to be a cure by the Owner and shall be accepted or rejected as if made or tendered by the Owner.
- D. In addition to any other remedies contained herein, in the event of a breach of any material term of this Agreement, the County may avail itself of any remedy available at law or equity.

Section 9. Foreclosure.

- A. If Owner's construction loan lender, permanent loan lender, or any other senior lender (other than HUD) forecloses on the Property, such lender or subsequent mortgagee shall, at its option, have the right to foreclose with the restrictive covenant contained in Section 5 in place or, in the alternative, pay to the County the principal amount of Three Hundred Seventy-Eight Thousand Three Hundred Forty-Eight Dollars

(\$378,348.00) in order to obtain from the County a release of the restrictive covenant provision contained herein.

- B. Owner's construction loan lender, permanent loan lender, or any other senior lender (other than HUD), shall pay for the cost of recording any such release and any other expenses incident thereto. To the extent required by law, the rights, duties, and obligations in this Agreement shall be subordinate to the provisions of the first mortgage.

Section 10. Sale or Transfer of the Project or any Building. The Owner shall not sell, exchange, assign, convey, transfer or otherwise dispose of the Property, the Project, or any building in the Project without prior written notice to the County. The restrictions set forth in this Section 10 shall not be applicable to any transfer pursuant to or in lieu of a foreclosure or any exercise of remedies pursuant to the provisions of the first mortgage.

Section 11. Waiver of Breach. Waiver of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenants or conditions.

Section 12. Applicable Law. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement, any and all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida.

Section 13. Notices. Any notices required or allowed hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; (c) facsimile, or (d) U.S. Mail, Certified, Return Receipt. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs, any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

AS TO COUNTY: Orange County
 Housing and Community Development Division
 525 East South Street
 Orlando, FL 32801
 Attn: Manager

COPY: County Administrator
 Orange County Administration
 201 S. Rosalind Ave, 5th floor
 Orlando, Florida 32802

COPY: Email: Iris.Harkonen@ocfl.net
 Email: Nathan.Phillips@ocfl.net

AS TO OWNER: Osprey Sound Apartments, L.P.
210 University Blvd., Suite 460
Denver, CO 80206
Attn: Jonathan Gruskin

COPY: Stearns Weaver Miller Weissler Alhadeff and
Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attn: Brooke R. Perlyn

COPY: Affordable Housing Institute, Inc.
2121 Camden Road, Suite B
Orlando, FL 32803
Attn: Bryan C. Hartnett

Section 14. Incorporation of County Policies. This Agreement shall be read in conjunction with and be subject to all applicable County regulations, policies, resolutions and ordinances; such County regulations, policies, resolutions, and ordinances are incorporated herein by reference.

Section 15. Termination of Approvals. The County shall, in its sole discretion, have the right to terminate all approvals and acceptances granted by this Agreement in the event Owner fails to comply with any of the terms and conditions of this Agreement. All approvals granted by this Agreement are conditioned upon the continued compliance with the terms of this Agreement as well as the payment of the applicable impact fees at the appropriate time, including the payment of County Impact Fees as outlined in Section 4 hereof.

Section 16. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the County and Owner and no right or cause of action shall accrue to or for the benefit of any third party.

Section 17. Assignment. The County shall have the right to assign or transfer this Agreement in whole or in part to any properly authorized commission, authority, or other public agency empowered by law to serve the unincorporated area of Orange County, Florida. The Owner shall not assign, sell, bargain, convey or transfer its interest in this Agreement without the prior written consent of the County.

Section 18. Recordation of the Agreement. The parties hereto agree that a fully executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall be deemed a restrictive covenant which shall run with the Property and shall be binding upon Owner's successors and assigns. The County or any successor agency or entity will, from time to time and upon the request of the Owner, execute and deliver estoppel letters affirming the status of this Agreement.

Section 19. Severability. If any sentence, phrase, paragraph, provision, or portion of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity or the balance of this Agreement.

Section 20. Entire Agreement and Modification. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved and executed by the authorized representatives of the respective parties.

Section 21. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relations of principal/agent, employer/employee, or joint venture partnership between the parties.

Section 22. Land Use Approvals. This Agreement shall not be construed as granting, assuring, or in any way indicating any future grant of any land use, zoning, or density approvals, development approvals, permissions, or rights with respect to the Property.

Section 23. Effective Date; Term. This Agreement shall become effective upon the date of full execution by the authorized representatives of the Owner and the County, and, except as otherwise set forth in Section 8 hereof, shall terminate twenty (20) years from the date of issuance of the first certificate of occupancy for the Project.

Section 24. Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 25. Counterpart Signatures. This Agreement may be executed in one or more counterparts, all of which shall constitute, collectively, one and the same instrument.

***(REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW)***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

Deputy Clerk

(ADDITIONAL SIGNATURE PAGES TO FOLLOW)

"OWNER"

OSPREY SOUND APARTMENTS, LP,
A Florida limited partnership

BY: OSPREY SOUND UDG, LLC,
A Delaware limited liability company
Its: General Partner

By: [Signature]
Name: Jonathan A Gruskin, Manager

STATE OF Colorado)
COUNTY OF Denver) SS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization on this 12 day of February, 2025, by Jonathan A. Gruskin as Manager of OSPREY SOUND UDG, LLC, a Delaware limited liability company, the General Partner of OSPREY SOUND APARTMENTS, L.P., a Florida limited partnership, on behalf of the companies who is:

- ☒ Personally Known
☐ Produced Identification. ID Type: _____

[Signature]
Signature Notary Public
Print, Type/Stamp Name of Notary

MICHELLE AFFRUNTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174015895
MY COMMISSION EXPIRES APRIL 13, 2025

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Parcel ID: 15-23-29-0146-00-010

Physical Address: 1401 Duskin Avenue, Orlando, FL 32839

A parcel of ground described as Lot I and a portion of Lot 2, AMERICANA UNIT ONE, as recorded in Plat Book 4, Page 100, of the Public Records of Orange County, Florida, more particularly described as follows:

Commencing at the Southeast corner of the West 1/4 of the Southeast 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida, as a Point of Beginning; thence run North 89°35'43" West, along the South line of said Section 15, a distance of 632.04 feet to a point on the Easterly right of way line of Rio Grande Avenue; thence run along a curve concave to the Southwest with a chord bearing of North 24°11'12" West, a chord distance of 389.16 feet, with a radius of 470.37 feet, an arc distance of 401.21 feet to a Point of Tangency; thence run North 48°37'21" West, a distance of 142.08 feet; thence run North 60°38'54" East, a distance of 459.55 feet; thence run North 00°15'57" East, a distance of 412.56 feet; thence run North 89°30' East, a distance of 224.92 feet; thence run South 00°13'16" West, a distance of 125.29 feet; thence run North 89°30' East, a distance of 274.90 feet to a point on the East line of the West 1/4 of the Southeast 1/4 of said Section 15; thence run South 00°13'16" West, along said East line, a distance of 970.27 feet to the Point of Beginning.

ANNUAL OWNER'S CERTIFICATE (AOC) OF HOUSING CREDIT PROGRAM COMPLIANCE

To: Florida Housing Finance Corporation
 Attention: Compliance Department
 227 North Bronough Street, Suite 5000
 Tallahassee, FL 32301-1329
Compliance.Reporting@floridahousing.org

CC: Orange County Housing & Community Development Division
 525 E. South Street
 Orlando, FL 32801
Housing@ocfl.net

Certification Dates:	From:	Through:	
Property Name:		Project No:	
Property Address:		City:	ZIP:
TAX ID # of Ownership Entity:			

- ☐ No buildings have been Placed in Service
- ☐ At least one building has been placed in Service but owner elects to begin credit period in the following year.
- If either of the above applies, please check the appropriate box, and proceed to page 2 to sign and date this form.

The undersigned _____ on behalf of _____ (the "Owner"), hereby certifies that:

- The project meets the minimum requirements of: (check one)
 - ☐ 20 - 50 test under Section 42(g)(1)(A) of the Code
 - ☐ 40 - 60 test under Section 42(g)(1)(B) of the Code
 - ☐ 15 - 40 test for "deep rent-skewed" projects under Section 42(g)(4) and 142(d)(4)(B) of the Code
- There has been **no change in the applicable fraction** (as defined in Section 42(c)(1)(B) of the Code) for any building in the project:
 - ☐ **NO CHANGE**
 - ☐ **CHANGE**

If "**Change**", list on page 3 the applicable fraction to be reported to the IRS for each building in the project for the certification year.
- The owner has received a Tenant Income Certification from each low-income resident and documentation to support the certification at their initial occupancy; and has received an annual Tenant Income Certification from each low-income resident and documentation to support the certification, or the owner has a recertification waiver letter from the IRS in good standing, or the exception to annual current income determination requirement, of Subparagraph (A) of IRC section 142(d)(3), applies.
 - ☐ **YES**
 - ☐ **NO**
- Each low-income unit in the project has been rent-restricted under Section 42(g)(2) of the Code:
 - ☐ **YES**
 - ☐ **NO**
- All low-income units in the project are and have been for use by the general public (as defined in 26 CFR 1.42-9) and are used on a non-transient basis (except for transitional housing for the homeless provided under Section 42 (i)(3)(B)(iii) of the Code):
 - ☐ **YES**
 - ☐ **NO**
 - ☐ **HOMELESS**
- No finding of discrimination under the Fair Housing Act, 42 U.S.C 3601-3619, has occurred for this project. A finding of discrimination includes an adverse final decision by the Secretary of Housing and Urban Development (HUD), 24 CFR 180.680, an adverse final decision by a substantially equivalent state or local fair housing agency, 42 U.S.C 3616a(a)(1), or an adverse judgment from a federal court:
 - ☐ **NO FINDING**
 - ☐ **FINDING**
- Each building in the project is and has been suitable for occupancy, taking into account local health, safety, and building codes (or other habitability standards), and the state or local government unit responsible for making building code inspections did not issue a report of a violation for any building or low-income unit in the project:
 - ☐ **YES**
 - ☐ **NO**

If "**No**", state nature of violation on page 3 and attach a copy of the violation report as required by 26 CFR 1.42-5 and any documentation of correction.

Appendix Y – Housing Credit Annual Owner's Certification, Form AOC-1

8. There has been no change in the eligible basis (as defined in Section 42(d) of the Code) of any building in the project since last certification submission:
- ☐ NO CHANGE ☐ CHANGE
- If "Change", state nature of change (e.g., a common area has become commercial space, a fee is now charged for a tenant facility formerly provided without charge, or the project owner has received federal subsidies with respect to the project which had not been disclosed to the allocating authority in writing) on page 3:
9. All tenant facilities included in the eligible basis under Section 42(d) of the Code of any building in the project, such as swimming pools, other recreational facilities, parking areas, washer/dryer hookups, and appliances were provided on a comparable basis without charge to all tenants in the buildings:
- ☐ YES ☐ NO
10. If a low-income unit in the project has been vacant during the year, reasonable attempts were or are being made to rent that unit or the next available unit of comparable or smaller size to tenants having a qualifying income before any units were or will be rented to tenants not having a qualifying income:
- ☐ YES ☐ NO
11. If the income of tenants of a low-income unit in any building increased above the limit allowed in Section 42(g)(2)(D)(ii) of the Code, the next available unit of comparable or smaller size in that building was or will be rented to residents having a qualifying income:
- ☐ YES ☐ NO
12. An extended low-income housing commitment as described in section 42(h)(6) was in effect. Owner has not refused to lease a unit to an applicant based solely on their status as a holder of a voucher under Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437f; and the project otherwise meets the provisions, including any special provisions, as outlined in the extended low-income housing commitment:
- ☐ YES ☐ NO ☐ N/A
13. The owner received its credit allocation from the portion of the state ceiling set-aside for a project involving "qualified non-profit organizations" under Section 42(h)(5) of the code and its non-profit entity materially participated in the operation of the development within the meaning of Section 469(h) of the Code.
- ☐ YES ☐ NO ☐ N/A
14. There has been no change in the ownership or management of the project:
- ☐ NO CHANGE ☐ CHANGE
- If "Change", complete page 3 detailing the changes in ownership or management of the project.

Note: Failure to complete this form in its entirety will result in noncompliance with program requirements. In addition, any individual other than an owner or general partner of the project with legal signatory authority is not permitted to sign this form.

The project is otherwise in compliance with the Code, including any Treasury Regulations, the applicable State Allocation Plan, and all other applicable laws, rules and regulations. This Certification and any attachments are made UNDER PENALTY OF PERJURY.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

(Ownership Entity)

**EXPLANATION IF ANY PART OF QUESTIONS 1 - 14
ANSWERED "NO", "CHANGE" OR "FINDING"**

[illegible]

CHANGES IN OWNERSHIP OR MANAGEMENT

(to be completed **ONLY** if "CHANGE" marked for question 14 above)

TRANSFER OF OWNERSHIP

Date of Change:	
Taxpayer ID Number:	
Owner Entity Legal Name:	
General Partnership Name:	
Status of Partnership (LLC, etc):	

CHANGE IN OWNER CONTACT

Date of Change:	
Owner Contact Person Name:	
<i>Owner Contact Person shall be someone with legal signatory authority on behalf of the owner entity.</i>	
Owner Contact Address:	
Owner Contact City, State, ZIP:	
Owner Contact Phone:	
Owner Contact Fax:	
Owner Contact Email:	

CHANGE IN MANAGEMENT CONTACT

Date of Change:	
Management Co. Name:	
Management Co. Address:	
Management Co. City, State, ZIP:	
Management Co. Contact Person:	
Management Co. Contact Phone:	
Management Co. Contact Fax:	
Management Co. Contact Email:	