

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

This space for recording

**AGREEMENT AUTHORIZING AFFORDABLE HOUSING
DENSITY BONUS AND IMPOSING COVENANTS AND
RESTRICTIONS ON REAL PROPERTY**

THIS AGREEMENT is made as of the _____ day of _____, 2005, by and between _____ (the "Developer") and the Collier County Board of County Commissioners (the "Commission"), collectively, the "Parties."

RECITALS:

A. The Developer owns a tract of real property described in Exhibit "A" attached hereto and incorporated herein (The "Property"). It is the Developer's intent to construct a maximum of _____ residential units (the "Units") at a density of _____ units per gross acre on the Property. The gross acreage of Property is _____ acres. The number of affordable Units constructed by Developer shall be _____, representing _____ percent of the total number of residential Units in the development.

B. In order to construct the Units, the Developer must obtain a density bonus from the Commission for the Property as provided for in the Collier County Affordable

Housing Density Bonus Ordinance No. 90-89, now codified by Ordinance 04-41, as Land Development Code (LDC) § 2.06.00 *et seq.*, which density bonus can only be granted by the Commission and utilized by the Developer in accordance with the strict limitations and applicability of said provisions.

C. The Commission is willing to grant a density bonus to the Developer authorizing the construction of _____ bonus Units on the Property, if the Developer agrees to construct affordable Units as specified in this Agreement.

NOW, THEREFORE, in consideration of the approval and grant of the density bonus of _____ units per acre requested by the Developer and the benefits conferred thereby on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Commission hereby covenant and agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Developer Agreements. The Developer hereby agrees that it shall construct _____ affordable Units which Units shall be sold in accordance with the terms and conditions of this Agreement and as specified by the attached Appendices A & B, Exhibits A, B, & C, and Appendix C, which Appendices are incorporated by reference herein and which constitute a part of this Agreement.

a. The following provisions shall be applicable to the affordable Units:

(1) Defined terms: In the event of a conflict between terms as defined in the LDC or in Ordinance No. 90-89, Section 4, the definitions of the LDC will control when applying or interpreting this Agreement. In addition to these defined terms and the applicability of LDC § 2.06.04 "Phasing" shall mean: (a) the phased construction of buildings or structures in separate and distinct stages as shown on a PUD master plan, subdivision master plan or site development plan; or (b) in developments where phased construction is not depicted on a PUD master plan, subdivision master plan or site

development plan, the construction of buildings or structures in a clearly defined series of starts and finishes that are separate and distinct within the development.

(2) Median Income. For the purposes of this Agreement, the median income of the area as defined by the U.S. Department of Housing and Urban Development (HUD) shall be the then current median income for the Naples Metropolitan Statistical Area, established periodically by HUD and published in the Federal Register, as adjusted for family size as shown on the tables attached hereto as Appendix A, Exhibit C, which Exhibit shall be adjusted from time to time in accordance with any adjustments that are authorized by HUD or any successor agency. In the event that HUD ceases to publish an established median income as aforesaid, the Parties hereto shall mutually agree to another reasonable and comparable method of computing adjustments in median income.

(3) Eligibility and Qualification of Owner. Family income eligibility is a three-step process: 1) submittal of an application by a prospective Owner; 2) verification of family housing unit provided under the affordable housing density bonus program prior to being qualified at the appropriate level of income (moderate income) in accordance with this Section; 3) certification of eligible Owner by the Financial Administration and Housing Department.

The Developer shall be responsible for qualifying Owners by accepting applications, verifying income and obtaining income certification for all affordable units in the subject development. All applications, forms and other documentation required by this Agreement shall be provided to the Financial Administration and Housing Department. Qualification by the Developer of any persons as an eligible Owner family shall be subject to review and approval in accordance with the monitoring and enforcement program in LDC §§ 2.06.05 and 2.06.06, respectively.

(a) Application. A potential owner shall apply to the developer, owner, manager, or agent to qualify as a low income family for the purpose of owning and

occupying an affordable housing unit pursuant to the affordable housing density bonus program. The Preliminary Application for Affordable Housing Unit shall be provided by the Financial Administration and Housing Department as shown in Appendix B, Exhibit A, attached to this Agreement and incorporated by reference herein.

(b) Income Verification and Certification. No affordable housing Unit in the development shall be sold whose household income has not been verified and certified in accordance with this Agreement and LDC § 2.06.05.

(c) Income Verification. The Developer shall obtain written verification from the potential occupant (including the entire household) to verify all regular sources of income (including the entire household). The most recent year's federal income tax return for the potential occupants (including the entire household) may be used for the purpose of income verification, attached to the Affordable Housing Applicant Income Verification form, including a statement to release information, occupant verification of the return, and a signature block with the date of application. The verification shall be valid for up to one hundred eighty (180) days prior to occupancy. Upon expiration of the 180 day period, the information may be verbally updated from the original sources for an additional 30 days, provided it has been documented by the person preparing the original verification. After this time, a new verification form must be completed. The Affordable Housing Applicant Income Verification form shall be provided by the Financial Administration and Housing Department as shown in Appendix B, Exhibit B, attached to this Agreement and incorporated by reference herein.

(d) Income Certification. Upon receipt of the Preliminary Application for Affordable Housing Unit and Affordable Housing Applicant Income Verification form, the Developer shall require that an income certification form be executed by the potential occupant (including the entire household) prior to occupancy of the affordable housing unit by the occupant. Income certification shall assure that the potential occupant has an appropriate household income which qualifies the potential occupant as an eligible

family to occupy an affordable housing unit under the affordable housing density bonus program. The Affordable Housing Applicant Income Certification form shall be provided by the Financial Administration and Housing Department as shown in Appendix B, Exhibit C, is attached to this Agreement and is incorporated by reference herein.

Random inspection of files containing required documentation to verify occupancy in accordance with this Agreement and LDC § 2.06.00, may be conducted by the Financial Administration and Housing Department upon reasonable notice.

(4) Annual Progress and Monitoring Report. The Developer shall provide the Financial Administration and Housing Department an annual progress and monitoring report regarding the delivery of affordable housing units throughout the period of their construction and occupancy. The annual progress and monitoring report shall, at a minimum, provide any information reasonably required to insure compliance with LDC § 2.06.00, or subsequent amendments thereto. The report shall be filed on or before September 30 of each year and the report shall be submitted by the Developer to the Financial Administration and Housing Department. Failure to complete and submit the monitoring report to the Financial Administration and Housing Department within sixty (60) days from the due date shall result in a penalty of up to fifty dollars (\$50.00) per day unless a written extension not to exceed thirty (30) days is requested prior to expiration of the sixty (60) day submission deadline. No more than one such extension may be granted in a single year.

(5) Occupancy Restrictions. No Affordable Unit in any building or structure on the Property shall be occupied by the Developer, any person related to or affiliated with the Developer, or by a resident manager.

3. Density Bonus. The Commission hereby acknowledges that the Developer has met all required conditions to qualify for a density bonus, in addition to the base residential density of _____ units per acre, and is therefore granted a density bonus of _____ density bonus units per acre, for a total density (total =

density bonus units per acre X gross acreage) of _____ units/ac, pursuant to LDC § 2.06.00 The Commission further agrees that the Developer may construct thereon, in the aggregate a maximum number of _____ units on the Property provided the Developer is able to secure building permit(s) from Collier County.

4. Commission Agreement. During the term of this Agreement, the Commission acting through the Financial Administration and Housing Department or its successor(s) covenants and agrees to prepare and make available to the Developer any general information that it possesses regarding income limitations and restrictions which are applicable to the affordable Unit.

5. Violations and Enforcement

a. Violations. It shall be a violation of this Agreement and LDC § 2.06.00 to sell or occupy, or attempt to sell or occupy, an affordable housing unit provided under the affordable housing density bonus program except as specifically permitted by the terms of this Agreement; or to knowingly give false or misleading information with respect to any information required or requested by the Financial Administration and Housing Department or by any other persons pursuant to the authority which is delegated to them by LDC § 2.06.00 Collier County or its designee shall have full power to enforce the terms of this Agreement. The method of enforcement for a breach or violation of this Agreement shall be at the option of the Commission by criminal enforcement pursuant to the provisions of Section 125.69, Florida Statutes, or by civil enforcement as allowed by law.

b. Notice of Violation for Code Enforcement Board Proceedings. Whenever it is determined that there is a violation of this Agreement or of LDC § 2.06.00, that should be enforced before the Code Enforcement Board, then a Notice of Violation shall be issued and sent by the appropriate department by certified return-receipt requested U.S. Mail, or hand-delivery to the person or developer in violation.

The Notice of Violation shall comply with the requirements for such Notices.

c. Certificate of Occupancy. In the event that the Developer fails to maintain the affordable units in accordance with this Agreement or LDC § 2.06.00, as amended, at the option of the Commission, building permits or certificates of occupancy, as applicable, may be withheld for any future planned or otherwise approved unit located or to be located upon the Property until the entire project is in full compliance with this Agreement and with LDC § 2.06.00, as amended.

6. Assignment by Commission. The Commission may assign all or part of its obligations under this Agreement to any other public agency having jurisdiction over the Property provided that it gives the Developer thirty (30) days advance written notice thereof. The Developer may not assign, delegate or otherwise transfer all or part of its duties, obligations, or promises under this Agreement to any successor in interest to the Property without the express written consent of the Commission, which consent may be withheld for any reason whatsoever. Any attempt to assign the duties, obligations, or promises under this Agreement to any successor in interest to the Property without the express written consent of the Commission as required by this Section shall be void *ab initio*.

7. Severability. If any section, phrase, sentence or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and all other provisions shall remain effective and binding on the Parties.

8. Notice. Any notices desired or required to be given under this Agreement shall be in writing and shall either be personally delivered or shall be sent by mail, postage prepaid, to the Parties at the following addresses:

To the Commission: Collier County Financial Administration and

Housing Department
2800 North Horseshoe Drive
Naples, Florida 34104

To the Developer:

With copy to:

Any Party may change the address to which notices are to be sent by notifying the other Party of such new address in the manner set forth above.

9. Authority to Monitor. The Parties hereto acknowledge that the Collier County Financial Administration and Housing Department or its designee, shall have the authority to monitor and enforce the Developer's obligations hereunder.

10. Indemnify. The Developer hereby agrees to protect, defend, indemnify and hold Collier County and its officers, employees, and agents harmless from and against any and all claims, penalties, damages, losses and expenses, professional fees, including, without limitation, reasonable attorney's fees and all costs of litigation and judgments arising out of any claim, willful misconduct or negligent act, error or omission, or liability of any kind made by Developer, its agents or employees, arising out of or incidental to the performance of this Agreement.

11. Covenants. The Developer agrees that all of its obligations hereunder shall constitute covenants, restrictions, and conditions which shall run with the land and shall be binding upon the Property and against every person then having any ownership interest at any time and from time to time until this Agreement is terminated in accordance with Section 14 below. However, the Parties agree that if Developer transfers or conveys the Property to another person or entity, Developer shall have no further obligation hereunder and any person seeking to enforce the terms hereof shall look solely to Developer's successor in interest for the performance of said obligations.

12. Recording. This Agreement shall be recorded at County's expense in the official records of Collier County, Florida.

13. Entire Agreement. The Parties hereto agree that this Agreement constitutes the entire Agreement between the Parties hereto and shall inure to and be binding upon their respective heirs, successors, and assigns.

14. Termination. Each affordable housing unit shall be restricted to remain and be maintained as the required affordable housing as provided in the LDC §2.06.04.

15. Modification. This Agreement shall be modified or amended only by the written agreement of both Parties.

16. Discrimination.

a. The Developer agrees that neither it nor its agents shall discriminate against any owner or potential owner because of said owners race, color, religion, sex, national origin, familial status, or handicap.

b. When the Developer advertises, sells or maintains the affordable housing unit, it must advertise sell, and maintain the same in a non-discriminatory manner and shall make available any relevant information to any person who is interested in purchasing such affordable housing unit.

c. The Developer agrees to be responsible for payment of any real estate commissions and fees for which it is liable in the purchase and sale of affordable units.

e. The affordable housing units shall be intermixed with, and not segregated from, the market rate dwelling units in the development.

f. The square footage, construction and design of the affordable housing units shall be the same as market rate dwelling units in the development. All physical amenities in the dwelling units, as described in item number seven (7) of the Developer Application for Affordable Housing Density Bonus shall be the same for market rate units and affordable units. For developments where construction takes

place in more than one phase, all physical amenities as described in item number seven (7) of the Developer Application for Affordable Housing Density Bonus shall be the same in both the market rate units and the affordable units in each phase. Units in a subsequent phase may contain different amenities than units in a previous phase so long as the amenities for market rate units and affordable units are the same within each phase and provided that in no event may a market rate unit or affordable unit in any phase contain physical amenities less than those described in the Developer Application.

17. Phasing. The percentage of affordable housing units to which the Developer has committed for the total development shall be maintained in each phase and shall be constructed as part of each phase of the development on the Property. Developer commits to _____ percent affordable housing units for this project, with _____ percent of the units in each phase as built consisting of affordable units.

18. Disclosure. The developer shall not disclose to persons, other than the potential buyer or lender of the particular affordable housing unit or units, which units in the development are designated as affordable housing units.

19. Consistency. This Agreement and authorized development shall be consistent with the Growth Management Plan and land development regulations of Collier County that are in effect at the time of development. Subsequently adopted laws and policies shall apply to this Agreement and to the development to the extent that they are not in conflict with the number, type of affordable housing units and the amount of affordable housing density bonus approved for the development.

20. Affordable Housing Density Bonus Development Agreement. This Agreement is a distinct and separate agreement from "development agreements" as defined by Section 163.3220, Fla. Stat., as amended.

21. Preapplication. Developer has executed and submitted to the

Development Services Department the Developer Application for Affordable Housing Density Bonus, a copy of which is attached to this Agreement as Appendix C and incorporated by reference herein.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

23. Further Assurances. The Parties hereto shall execute and deliver, in recordable form if necessary, any and all documents, certificates, instruments, and agreements which may be reasonably required in order to effectuate the intent of the Agreement. Such documents shall include but not be limited to any document requested by the Developer to exhibit that this Agreement has terminated in accordance with the provisions of paragraph 14 above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Deputy Clerk

By: FRED W. COYLE, CHAIRMAN

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

DEVELOPER:

Witnesses:

By:

Witness
Printed Name _____

Witness
Printed Name _____

By: _____

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement Authorizing Affordable Housing Density Bonus And Imposing
Covenants And Restrictions On Real Property was acknowledged before me by
_____ as _____ of
_____, who is personally
known to me or has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____,
2005.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

APPENDIX A, EXHIBIT A

NUMBER OF AFFORDABLE HOUSING UNITS/MONTHLY BASE RENTS

| | NUMBER OF UNITS | | BASE RENT | |
|--|------------------------|-----------------|------------------|-----------------|
| | Single Family | Multi Family | Single Family | Multi Family |
| LOW INCOME (60% MI) | | | | |
| Efficiency | _____ | _____ | _____ | _____ |
| 1 Bedroom | _____ | _____ | _____ | _____ |
| 2 Bedroom | _____ | _____ | _____ | _____ |
| 3 Bedroom | _____ | _____ | _____ | _____ |
| 4 Bedroom | _____ | _____ | _____ | _____ |
| TOTAL | _____ | _____ | | |
| VERY LOW INCOME (50% MI) | | | | |
| Efficiency | _____ | _____ | _____ | _____ |
| 1 Bedroom | _____ | _____ | _____ | _____ |
| 2 Bedroom | _____ | _____ | _____ | _____ |
| 3 Bedroom | _____ | _____ | _____ | _____ |
| 4 Bedroom | _____ | _____ | _____ | _____ |
| TOTAL | _____ | _____ | | |
| VERY-VERY LOW INCOME (25%-50% MI) | | | | |
| Efficiency | _____ | _____ | _____ | _____ |
| 1 Bedroom | _____ | _____ | _____ | _____ |
| 2 Bedroom | _____ | _____ | _____ | _____ |
| 3 Bedroom | _____ | _____ | _____ | _____ |
| 4 Bedroom | _____ | _____ | _____ | _____ |

TOTAL _____

- (1) Base residential density allowed in this development _____ units/acre.
- (2) Gross acreage _____ .
- (3) Maximum number of affordable housing density bonus units allowed in this development pursuant to LDC Section 2.06.00. _____ units.
- (4) Gross residential density of this development (including affordable housing density bonus units) _____ units/acre.
- (5) Percentage of affordable units pledged by the developer (as a percent of the total number units in the development) _____ %.

APPENDIX A, EXHIBIT B

AFFORDABLE HOUSING DENSITY BONUS RATING SYSTEM

LDC § 2.06.03, provides for calculation of a density bonus for developers pledging to construct affordable units within their development. Included in this Exhibit B are instructions for and the tables with which to calculate the density bonus for a particular project. Exhibit C contains the current median income and acceptable rents for low and very low income households in Collier County.

The affordable housing density bonus rating system shall be used to determine the amount of the affordable housing density bonus which may be granted for a development based on household income level, number of bedrooms per affordable housing unit, type of affordable housing units (owner-occupied or rental, single-family or multi-family) and percentage of affordable housing units in the development. To use the affordable housing density bonus rating system, Tables A and B, below, shall be used. Tables A and B shall be reviewed and updated if necessary on an annual basis by the Board of County Commissioners or its designee.

First, choose the household income level (moderate, low, or very low) of the affordable housing unit(s) proposed in the development, and the type of affordable housing units (owner-occupied or rental, single-family or multi-family, where applicable) to be provided, as shown in Table A. Then, referring again to Table A, choose the number of bedrooms proposed for the affordable housing unit(s). An affordable housing density bonus rating based on the household income level and the number of bedrooms is shown in Table A.

After the affordable housing density bonus rating has been determined in Table A, locate it in Table B, and determine the percent of that type of affordable housing unit proposed in the development compared to the total number of dwelling units in the development. From this determination, Table B will indicate the maximum number of residential dwelling units per gross acre that may be added to the base density. These additional residential dwelling units per gross acre are the maximum affordable housing density bonus (AHDB) available to that development. Developments with percentages of affordable housing units which fall in between the percentages shown on Table B shall receive an affordable housing density bonus equal the lower of the two percentages it lies between plus 1/10th of a residential dwelling unit per gross acre for each additional percentage of affordable housing rental units in the development. For example, a development which has 24% of its total residential dwelling units as affordable housing units, and which has an affordable housing density bonus rating of "four" will receive an affordable housing density bonus (AHDB) of 4.4 residential dwelling units per gross acre for the development.

Where more than one type of affordable housing unit (based on level of income and number of bedrooms shown in Table A) is proposed for a development, the affordable housing density bonus for each type shall be calculated separately in Table B. After the affordable housing density bonus calculations for each type of affordable housing unit have been completed in Table B, the affordable housing density bonus for each type of unit shall be added to those for the other type(s) to determine the maximum affordable housing density bonus available for the development. In no event shall the affordable housing density bonus exceed eight (8) dwelling

units per gross acre.

APPENDIX A, EXHIBIT B

AFFORDABLE HOUSING DENSITY BONUS RATING SYSTEM

Please calculate your density bonus in the space provided below. Attach additional pages if necessary.

TABLE A: AFFORDABLE HOUSING DENSITY BONUS RATING

| LEVEL OF HOUSEHOLD <u>INCOME</u> | <u>NUMBER OF BEDROOMS/UNIT</u> | | |
|---|--------------------------------|-----------------|----------------------|
| | <u>EFFICIENCY AND 1</u> | <u>2</u> ___ | <u>3 OR MORE</u> |
| 80% MI= MODERATE (OWNER-OCCUPIED, SINGLE-FAMILY) | 0 | 1* | 1* |
| 60% MI= LOW (OWNER-OCCUPIED OR RENTAL SINGLE-FAMILY OR MULTI- FAMILY) | 2 | 3 | 4 |
| 50%MI= VERY LOW (OWNER OCCUPIED OR RENTAL, SINGLE-FAMILY OR MULTI-FAMILY) | 3 | 4 | 5 |

*For cluster housing developments in the Urban Coastal Fringe, add 1 density bonus to obtain 2.

**TABLE B: AFFORDABLE HOUSING DENSITY BONUS
(ADDITIONAL AVAILABLE DWELLING UNITS PER GROSS ACRE)**

| <u>AFFORDABLE HOUSING DENSITY BONUS RATING</u> | <u>% OF AFFORDABLE HOUSING UNITS</u> | | | |
|--|--------------------------------------|------------|------------|------------|
| | <u>10%</u> | <u>20%</u> | <u>30%</u> | <u>40%</u> |
| 1 | 0 | 0 | 1 | 2 |
| 2 | 0 | 1 | 2 | 3 |
| 3 | 2 | 3 | 4 | 5 |
| 4 | 3 | 4 | 5 | 7 |
| 5 | 4 | 5 | 7 | 8 |

APPENDIX A, EXHIBIT C

INCOME AND RENT LEVELS FOR THE LOW AND MODERATE INCOME.

Pursuant Chapter 74, Section 74-402 (a)(1); Collier County Code of Laws and Ordinances, moderate income is 61% to 80% of the median income, low income is 51% to 60% of the median income and very low income is less than 50% of the median income.

MEDIAN INCOME 2005
 Naples, MSA (Collier County)

\$63,300

NUMBER OF MEMBERS IN FAMILY

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
|-----|----------|----------|----------|----------|----------|----------|----------|----------|
| 80% | 39,100 | 44,650 | 50,250 | 55,850 | 60,300 | 64,750 | 69,250 | 73,700 |
| 60% | 29,340 | 33,480 | 37,680 | 41,880 | 45,240 | 48,600 | 51,960 | 55,260 |
| 50% | 24,450 | 27,900 | 31,400 | 34,900 | 37,700 | 40,500 | 43,300 | 46,050 |
| 35% | 17,115 | 19,530 | 21,980 | 24,430 | 26,390 | 28,350 | 30,310 | 32,235 |
| 25% | 12,225 | 13,950 | 15,700 | 17,450 | 18,850 | 20,250 | 21,650 | 23,025 |

RECOMMENDED RENTAL RATES

The Florida Housing Finance Corporation (FHFC) calculates rents to use in the State Apartment Incentive Loan (SAIL) and the Low-Income Rental Housing Tax Credit (LIHTC) programs. The rents given below are based on 2001 data from FHFC. Utility costs are provided from the County's Section 8 Rental Assistance Program which is administered by the Collier County Housing Authority.

HOUSING COSTS BASED ON 30% FAMILY INCOME

| | ONE BEDROOM UNIT | TWO BEDROOM UNIT | THREE BEDROOM UNIT | FOUR BEDROOM UNIT |
|-----|---------------------------------|---------------------------------|-----------------------------------|----------------------------------|
| 80% | \$1,046 | \$1,256 | \$1,451 | \$1,618 |
| 60% | \$785 | \$942 | \$1,089 | \$1,215 |
| 50% | \$654 | \$785 | \$907 | \$1,012 |
| 35% | \$458 | \$549 | \$635 | \$708 |
| 25% | \$327 | \$392 | \$453 | \$506 |

UTILITY ALLOWANCES

| LOCATION | ONE B/R UNIT | TWO B/R UNIT | THREE B/R UNIT | FOUR B/R UNIT |
|---|-------------------------|-------------------------|---------------------------|--------------------------|
| Naples and Coastal Collier County | 71.00 | 91.00 | 128.00 | 156.00 |
| Immokalee and East of Everglades Blvd. | 67.00 | 106.00 | 148.00 | 173.00 |
| Golden Gate | 96.00 | 144.00 | 186.00 | 211.00 |

YOU MUST DEDUCT UTILITIES TO CALCULATE NET RENTS.

APPENDIX B, EXHIBIT A

PRELIMINARY APPLICATION FOR AFFORDABLE HOUSING UNIT

Date Occupancy Desired: _____ Date of Application: _____ Amt. Of Sec. Deposit: _____

Your Name: _____ Race/National Origin: Handicap: Yes ___ No ___

Co-Tenant Name _____ Race/National Origin: Handicap: Yes ___ No ___

Present Address: _____

Street City State Zip Telephone No.

Name of Landlord _____ How Long at this Address: _____

Landlord's Address:

Street City State Zip Telephone No.

If you have resided at your present address less than 3 years, please state previous address:

Street City State Zip Telephone No.

Name of Previous Landlord

Street City State Zip Telephone No.

APPLICANT:

Present Employers Name _____

Address and Telephone No. _____

How long with Present Employer: _____ Job Title _____

Gross Salary: Hourly \$ _____ Weekly \$ _____ Every 2 Weeks \$ _____ Monthly \$ _____

Social Security Number _____ Birth Date --- _____

Previous Employers Name _____

Address and Telephone No. _____

How long with Previous Employer _____ Job Title _____

CO-TENANT:

Present Employers Name _____

Address and Telephone No. _____

How long with Present Employer: _____ Job Title _____

Gross Salary: Hourly \$ _____ Weekly \$ _____ Every 2 Weeks \$ _____ Monthly \$ _____

Social Security Number _____ Birth Date _____

Previous Employers Name _____

Address and Telephone No. _____

How long with Previous Employer _____ Job Title _____

NAMES OF ALL WHO WILL OCCUPY APARTMENT BIRTH DATE SEX AGE SOCIAL SECURITY

1. _____
2. _____
3. _____

PERSONAL REFERENCES (Not Relatives)

1. Name: _____ Address: _____ How Long Known: _____
2. Name: _____ Address: _____ How Long Known: _____

APPENDIX B, EXHIBIT B

AFFORDABLE HOUSING APPLICANT INCOME VERIFICATION

Date: _____

Applicant's Name: _____ Social Security Number _____

Co-Tenant's Name: : _____ Social Security Number _____

Present Address: _____
Street City State Zip Telephone No.

I hereby make application for a single family unit at _____.

I hereby declare and reveal all of my sources of income.

I am aware that to leave out, omit or fail to report my assets or forms of income from pensions, stocks, bonds, real property rent, sale or ownership is a fraudulent act punishable by law. Knowingly falsifying information on this form is cause for refusal of occupancy.

I hereby certify that this will be my permanent residence and that I have no other assisted housing.

I understand that this information is for the purpose of computing my annual income to determine my qualification to buy an affordable housing unit. I understand that I am not required to surrender my ownership or rights or claimed property, pensions or capital gains, etc.

| | <u>Applicant</u> | | <u>Co-Occupant</u> | |
|----------------------------|------------------|------------------|--------------------|------------------|
| | Amount Received | Frequency of Pay | Amount Received | Frequency of Pay |
| Wages/Salary | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Bonuses | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Tips | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Commissions | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Interest Income | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Trust Fund Income | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Unemployment | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Workman's Compensation | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Welfare | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Food Stamps | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Social Security | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Social Security Disability | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Supplemental SSI | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Family Assistance | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Child Support | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Veterans Benefits | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Widows Benefits | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

| | | | | |
|---|----------|----------|----------|----------|
| Union Pension | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Self-Employment Business, Silent Partner, etc. | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Private Insurance Pension | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| TOTAL ANNUAL INCOME | \$ _____ | \$ _____ | | |

THE VERIFICATION HERE REQUESTED MAY TAKE THE FORM OF THE MOST RECENT YEAR'S INCOME TAX RETURN FOR EACH OCCUPANT WHO HAS FILED AND WILL OCCUPY THE AFFORDABLE UNIT.

THE SAME MUST BE EXECUTED FOR EACH OCCUPANT OF THE HOUSEHOLD WHO CONTRIBUTED TO THE ANNUAL HOUSEHOLD INCOME. FAILURE TO REPORT ALL SOURCES OF HOUSEHOLD INCOME WILL RESULT IN DISQUALIFICATION FOR TENANCY IN AFFORDABLE HOUSING UNIT.

DEVELOPER APPLICATION FOR AFFORDABLE HOUSING DENSITY BONUS

Pursuant to LDC § 2.06.01 please complete this form and submit it with any accompanying documentation to the Community Development & Environmental Services Division, 2800 North Horseshoe Drive, Naples, Florida 34104. A copy must also be provided to the Financial Administration and Housing Department.

All items requested must be provided.

1. Please state what zoning districts are proposed by the applicant, if any, on the property and the acreage of each; _____

2. Has an application for rezoning been requested in conjunction with the affordable housing Density bonus?

_____ Yes _____ No

If yes, state date of application _____, and if the request has been approved, state the Ordinance number _____.

3. Gross density of the proposed development. _____ units/acre.

Gross acreage of the proposed development. _____ acres.

4. Are affordable housing density bonus units sought in conjunction with an application for a planned unit development (PUD)? _____ Yes _____ No.

If yes, please state name and location of the PUD and any other identifying information. _____

5. Name of applicant _____

Name of land developer if not the same as Applicant: _____

6. Please complete the following tables as they apply to the proposed development.

TABLE I Total Number of Units in Development

| Type of Unit | Rental | Owner Occupied |
|---------------|--------|----------------|
| Efficiency | _____ | _____ |
| One Bedroom | _____ | _____ |
| Two Bedroom | _____ | _____ |
| Three Bedroom | _____ | _____ |
| Other Bedroom | _____ | _____ |
| TOTAL | _____ | _____ |

TABLE II Number of Affordable Housing Units

| | Total Number of Affordable Units in Development | | Proposed Use for Density Bonus Units | |
|------------------------|---|-----------------------|--------------------------------------|-----------------------|
| | <u>Rental</u> | <u>Owner Occupied</u> | <u>Rental</u> | <u>Owner Occupied</u> |
| MODERATE INCOME | | | | |
| 80% MI | | | | |
| Efficiency | _____ | _____ | _____ | _____ |
| 1 Bedroom | _____ | _____ | _____ | _____ |
| 2 Bedroom | _____ | _____ | _____ | _____ |
| 3 Bedroom | _____ | _____ | _____ | _____ |
| Other | _____ | _____ | _____ | _____ |
| TOTAL | _____ | _____ | _____ | _____ |

LOW INCOME

60% MI

| | | | | |
|--------------|-------|-------|-------|-------|
| Efficiency | _____ | _____ | _____ | _____ |
| 1 Bedroom | _____ | _____ | _____ | _____ |
| 2 Bedroom | _____ | _____ | _____ | _____ |
| 3 Bedroom | _____ | _____ | _____ | _____ |
| Other | _____ | _____ | _____ | _____ |
| TOTAL | _____ | _____ | _____ | _____ |

**VERY LOW INCOME
50%MI**

| | | | | |
|--------------|-------|-------|-------|-------|
| Efficiency | _____ | _____ | _____ | _____ |
| 1 Bedroom | _____ | _____ | _____ | _____ |
| 2 Bedroom | _____ | _____ | _____ | _____ |
| 3 Bedroom | _____ | _____ | _____ | _____ |
| Other | _____ | _____ | _____ | _____ |
| TOTAL | _____ | _____ | _____ | _____ |

7. Please provide a physical description of the affordable units by type of unit (moderate, low, very low income) and by number of bedrooms. Include in your description, for example, the square footage of each type of unit, floor coverings used throughout the unit (carpeting, tile, vinyl flooring); window treatments; appliances provided such as washer/dryer, dishwasher, stove, refrigerator; bathroom amenities, such as ceiling exhaust fans; and any other amenities as applicable. Attach additional pages as Exhibit "D" if needed.

8. Please supply any other information which would reasonably be needed to address this request for an affordable housing density bonus for this development. Attach additional pages if needed.
