



**HFA OF MIAMI-DADE COUNTY, FLORIDA
SINGLE FAMILY LOAN PROGRAM
PROGRAM INVITATION AND GUIDELINES**

The Housing Finance Authority of Miami-Dade County, Florida (the “Issuer”) invites you to apply for the Single Family Loan Program for First-Time Homebuyers with exceptions (the “Program”) as a Participating Lender.

- ❖ Continuous Single Family Lending Program for borrowers purchasing a home in Miami-Dade County
- ❖ Revolving funds to purchase first mortgage loans – current mortgage rate of 3.125% for FHA, VA and RD; to be adjusted periodically based on market conditions
- ❖ Down Payment Assistance 0% deferred second mortgage loans available in an amount up to \$10,000
- ❖ Optional Mortgage Credit Certificates provided offering a credit on the borrower’s income taxes of up to 50% of the annual interest on the mortgage (subject to an annual cap of \$2,000)
- ❖ FHA/VA/RD First Mortgage Loans Only
- ❖ 1% origination fee and 0% discount fee
- ❖ Program targeted to first time homebuyers (households who have never owned a home or have not owned a home in 3 years) except in target areas and veterans
- ❖ Participating Lender net profit of 2.50% per loan

Participation Requirements

	<p>Lender Documentation Requirements</p> <p>Please return 1 executed signature page of the following:</p> <ul style="list-style-type: none"> • Lender Acknowledgement & Acceptance (S-1) • Participating Lender Information (Exhibit A) • Master Mortgage Origination & Servicing Agreement (MOA) • First Amendment to Universal MOA • Mortgage Credit Certificate <p>Return signature pages to: Housing Finance Authority of Miami-Dade County Attn: Adela Garcia 7855 NW 12 Street, Suite 202 Doral, Florida 33126</p>
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	Master Servicer Approval: If the Lender is not already approved to originate loans by the Master Servicer, U. S Bank National Association – please contact lender.management@usbank.com and request a Lender Agreement packet for the Miami-Dade county program.
Lender Training	Once paperwork has been submitted, please contact eHousing regarding Lender onboarding. Send email to onboarding@ehpuniversity.com

For more information or to obtain the required documents please visit:
<http://www.ehousing.cc/miamidade12.htm>

This invitation constitutes a solicitation of offers to participate in the Program and does not bind the Issuer. The Issuer reserves the right to modify the terms of the Program at any time prior to its acceptance of Offers to Participate. The Issuer also reserves the right to waive compliance with one or more requirements of the Program on a case-by-case basis.

Lenders' comments or questions about any of the enclosed documents are encouraged and should be directed to any of the following:

Sheryl Krocek Housing and Development Services, Inc. Business Development Manager (954) 217-9597 ext. 263 Sheryl.Krocek@hdsoftware.com	Adela Garcia Housing Finance Authority of Miami-Dade County, Florida (305) 594-2518 agarcia@hfamiami.com
Sue Denihan eHousingPlus (954) 217-0817 ext. 281 sue@ehousing.cc	Helen Feinberg RBC Capital Markets (727) 895-8892 helen.feinberg@rbccm.com

Eligible Lending Institutions:

Every lending institution (including commercial banks, savings and loan associations and mortgage bankers) which (i) is currently participating in the local private home lending market within Miami-Dade County (ii) with respect to GNMA eligible mortgage loans, is an FHA approved mortgagee, and/or a RD approved lender, if applicable, and if a VA approved lender, with automatic approval authority preferred, if applicable, (iii) with respect to HFA Preferred conventional mortgage loans to be purchased under Fannie Mae or Freddie Mac programs is to

be an approved lender in good standing, as applicable (iv) can make the representations and warranties and covenants set forth in the Master Origination Agreement (hereinafter defined), among the Master Servicer (as hereinafter defined), the Program Administrator (as hereinafter defined), the Issuer and the Participating Lenders (as hereinafter defined) and is willing to originate fixed rate First Mortgage Loans in conformity with the mortgage origination standards of FHA, VA, and/or RD and (v) meets the requirements set forth in the Master Origination Agreement and this Invitation, shall be permitted to submit an Offer to Originate in the Issuer's Program.

Program Overview:

The Issuer hereby invites Participating Lenders (as hereinafter defined) to participate in its Single Family Loan "Participation Program" ("Single Family Program") by execution and delivery to the Issuer of these Program Invitation and Guidelines. The Issuer has found and determined that the following terms, conditions and parameters shall be applicable to and effective for the origination of First Mortgage Loans (the "Program Determinations") in conjunction with the funding of its program using mortgage revenue bonds or other sources and declares and determines that the Program Determinations shall form and be an integral part, along with a Master Mortgage Origination Agreement, (the "Master Origination Agreement"), among the Issuer, the lending institutions participating in the program described herein (collectively, the "Participating Lenders"), Housing and Development Services, Inc., d/b/a ehousingPlus, ("Program Administrator"), and Wells Fargo Bank, National Association, as Trustee (the "Trustee"), as supplemented and amended by these Program Determinations. The undertaking and agreement to be bound by the Program Determinations is evidenced by the execution hereof by each party hereto. Except as expressly provided herein, the provisions of the Master Origination Agreement are hereby incorporated by reference. In the event of any conflict between the terms of these Program Determinations and the Master Origination Agreement, the provisions hereof shall prevail. Please note that the Housing Finance Authority of Miami-Dade County has recently adopted a "Universal Mortgage Origination Agreement" that is identical to the agreements adopted by the Housing Finance Authority of Hillsborough County and the Housing Finance Authority of Pinellas County. If your institution has executed an agreement with either of these HFAs, you may simply need to sign an additional signature page to evidence your acceptance of the agreement.

Program Terms and Conditions:

First Mortgage Loans: The Issuer plans to make available first mortgage financing for qualifying households purchasing residences anywhere in Miami-Dade County. The Issuer expects to finance First Mortgage Loans with the proceeds of Bonds or from other sources of debt or capital available to the Issuer. First Mortgage Loans may only be made to home buyers who meet the Income Limits set forth below, where the purchase price of the residence is within the Purchase Price Limits set forth below. **Purchasers must be first time homebuyers** unless the home is located in a designated targeted area census tract listed in the Program Administrator's

Guidelines or **unless the borrower qualifies as a veteran as further described herein**. In addition buyers must have a minimum FICO credit score of 660 on FHA, and 640 for VA, RD, Freddie Mac HFA Advantage and Fannie Mae HFA Preferred loans (the mid score must be 660 or 640 or above). In addition, the borrower's debt to income ratio must not exceed 45%.

Mortgage Interest Rates. The First Mortgage Loan terms are expected to be as set forth below, provided the mortgage interest rate may be changed at any time by the Issuer at its sole discretion:

- 3.125%* (current market rate) for for FHA/VA/RD loans with 1% origination fee and 0% discount fee

*Based on current market conditions. The program rate will be reset periodically based on market conditions.

Mortgage Term. All First Mortgage Loans shall bear a fixed rate of interest, have level payments, and be fully amortizing over a 30-year term.

Mortgage Insurance. All First Mortgage Loans must be insured by FHA, VA, RD.

2nd Mortgage Loans. Second Mortgage Loans in the amount of up to \$10,000 are available in Miami-Dade County for use with program First Mortgage Loans.

- The Second Mortgage Loan can be used for down payment and closing costs. Second Mortgage Loans bear interest at a rate of 0% and must be repaid in full on the earlier of 30 years (final repayment date of the First Mortgage Loan), or upon sale or re-financing, transfer of title, or rental of the home. Maximum income and purchase price limits are the same as the limits for First Mortgage Loans. Please note, the HFA will fund the second mortgage loans at loan closing. Lenders will submit a form three days prior to closing, and the HFA will arrange for payment to be advanced.

Targeted Area Census Tracts. Homes located within the following census tracts are federally designated Targeted Areas, and are exempt from the first time homebuyer requirement:
2.18, 2.19, 4.11, 4.13, 5.03, 5.05, 6.08, 7.10, 7.11, 7.12, 8.06, 8.07, 9.03, 10.04, 10.06, 14.01, 14.02, 15.01, 16.05, 18.03, 19.03, 19.04, 20.01, 20.03, 20.04, 22.02, 24.02, 24.03, 24.04, 25.01, 25.02, 26, 28, 29, 30.03, 30.04, 31, 34, 36.01, 36.02, 43.03, 44.04, 49.01, 51.02, 51.03, 51.04, 52.01, 52.02, 53.02, 53.03, 53.04, 54.05, 54.06, 54.09, 54.10, 55.01, 57.03, 63.01, 66.02, 89.04, 90.20, 90.21, 90.26, 90.40, 90.46, 93.07, 93.15, 100.15, 102.07, 109, 110.01, 111.01, 113, 114.03, 114.04, 135, 9807

Veteran's Exception. Veterans need not be first-time homebuyers. For the Veterans Exception, "veteran" is defined as "a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable."

The Mortgagor Affidavit has a checkbox that states: "Mortgagor (Co-mortgagor) meets the requirements to qualify as a "veteran" as defined in 38 U.S.C. Section 101 and has not previously obtained a loan financed by single family mortgage revenue bonds utilizing the exception to the first-time homebuyer requirement for Residences to Veterans under Section 143(d)(2)(D). Attached hereto are true and correct copies of my discharge or release papers, which demonstrate that such discharge or release was other than dishonorable."

Homebuyer Education. All buyers (any person on the Deed other than co-signers) must attend an approved homebuyer education course. The Issuer provides a link to an online homebuyer education course on its website at hfamiami.com.

Maximum Current Annual Household Income Limits

Maximum Current Annual Household Income limits are as stated below, which amounts may be re-determined by the Issuer and provided to the Master Servicer and Program Administrator for dissemination to Participating Lenders, from applicable median income figures published by the United States Department of Housing and Urban Development from time to time.

	1 or 2 Person Households	3 or More Person Households
Target Areas	\$108,480	\$126,560
Non-Target Areas	\$90,400	\$103,960

Maximum Acquisition Price:

	Non- Targeted Area	Targeted Area
Miami-Dade County	\$334,280	\$420,787

The foregoing amounts may be re-determined by the Issuer, and provided to the Program Administrator for dissemination to Participating Lenders, from "Safe Harbor" average area purchase prices published from time to time by the United States Treasury Department or from surveys or other compilations of acquisition prices that in the opinion of recognized counsel represent acceptable methods for determination of such average acquisition prices for purposes of Section 143 of the Code and in compliance with any requirements for the County. Acquisition Price limits are also subject to the applicable FHA/VA/RD limits for the County.

Loan Documentation. First Mortgage Loans must meet all applicable GNMA/FNMA/Freddie Mac underwriting guidelines, as applicable, and must further be eligible to be securitized in GNMA/FNMA/Freddie Mac Certificates.

Closing Costs and Charges. The Participating Lender shall collect from the borrower or seller a Bond Loan Application fee of \$225 payable to the Program Administrator, and a Tax Service Fee of \$80 and a Funding Fee of \$400, both payable to the Master Servicer and netted at loan purchase.

Mortgage Credit Certificates “MCCs”

MCC Benefit: Unless otherwise directed by the HFA, all borrowers under the program accessing a first mortgage loan and down payment assistance in the program may receive a Mortgage Credit Certificate (“MCC”). The MCC program was authorized by Congress as a means of providing housing assistance to families of low and moderate income. MCCs provide borrowers with a federal income tax credit. The annual amount of the tax credit is equal to a percentage of interest paid on the home mortgage each year. The percentage of tax credit is set by the HFA, but in any event may not exceed 50% of the interest paid. The Authority will determine the percentage on a loan-by-loan basis applying a sliding scale in order to maximize the benefit to the borrower. However, if the percentage is greater than 20%, there is a cap on the annual tax credit of \$2,000. The actual amount of tax credit for each borrower depends on the amount of interest paid on the mortgage loan, the % of tax credit provided by the HFA, and the amount of annual federal income tax liability of the borrower. At the present time, each of the HFAs have established the MCC percentage as 50%. All or a portion of the unused mortgage credit may be carried forward for up to three years to offset future income tax liability.

Tax Requirements for MCCs: MCCs are subject to all of the requirements set forth herein such as the income and purchase price limits and the first time homebuyer requirement. In addition, there is a potential for borrowers to owe a recapture tax during the first nine years if the home ceases to be the homebuyer’s primary residence. There will only be an amount owed if the borrower’s income exceeds limits allowed at that time and if there is a gain on the sale of the home.

MCCs Available for non-HFA first mortgage loans: Your institution may apply to have access to MCCs that are not originated under the HFA’s first and second mortgage program. In these cases, the institution will be required to execute a MCC agreement and receive training from ehousingPlus. MCCs that are issued in conjunction with a lender’s first mortgage must accompany a fixed rate 15 year or 30 year mortgage loan. **Please note that down payment assistance mortgages of \$15,000 will only be provided to borrowers accessing a HFA First Mortgage Loan and they may not accompany a lender’s first mortgage/MCC.**

Total Lender Profit and Loan Delivery Requirements:

First Mortgage Loans delivered, cleared of all exceptions and eligible for purchase within 60 days of the Reservation Date (“Timely Purchase”), will be purchased by the Master Servicer at a price that results in net lender profit of 2.50% of the par amount of FHA/VA/RD Loans. First Mortgage Loans not delivered, cleared of all exceptions, and eligible for purchase within 60 days of the Reservation Date will be automatically cancelled unless the Participating Lender requests an extension of time in writing to the Program Administrator prior to the expiration date (“Late For Purchase”). Extensions of up to 30 days will be considered by the Program Administrator. An extension fee of \$500 will be imposed if the extension is approved, regardless of whether or not the First Mortgage Loan is closed and presented for purchase. The penalty will be deducted from the Mortgage Loan purchase price at the time of purchase by the Master Servicer. For any First Mortgage Loan in which an extension has been requested but the First Mortgage Loan is not delivered for purchase, the Participating Lender shall be required to pay the fee penalty directly to the Issuer within 15 days from date of notice. The Participating Lender will be unable to make additional reservations in the program until all extension penalties have been paid to the Issuer. First Mortgage Loans that are late for purchase and not delivered within the authorized extension period will be cancelled.

Program funds available for First Mortgage Loans will be made available through the Timely Delivery Procedure described below, on a pooled first-come, first-served basis. Participating Lenders may utilize a reservation for either Existing or New Construction residences, provided however, the First Mortgage Loan is expected to be closed and a closed loan file delivered to the Master Servicer within the timeframes described below. There are no separate Builder Allocations for origination of New Construction Loans that are not expected to be closed and delivered within the time parameters set forth below. Participating Lenders may also use First Mortgage Loans for rehabilitation loans meeting the guidelines under the FHA 203(KS) program for the origination fees permitted and in accordance with Program requirements outlined in the Lender Manual.

No Participating Lender may impose a requirement for a minimum loan amount.

Prior to accepting reservations for First Mortgage Loans a Participating Lender must have previously executed the Master Origination Agreement, return the executed Program Determinations as directed by Issuer, obtain approval from the program Master Servicer, U. S. Bank National Association, and complete Lender training. To obtain the Master Origination Agreement, please visit <http://www.ehousing.cc/miamidade12.htm> or contact Patt or Sue Denihan (contact info provided on page 2).

Timely Delivery Procedures
(65 days from Rate Lock to First Mortgage Loan Purchase):

Number of Days Allowed from:

Reservation to Underwriter Certification: 15 days

Reservation to Exceptions Cleared & First Mortgage Loan Purchased.....60 days

Notice Addresses are as provided in the Master Origination Agreement and as set forth for each Participating Lender in Exhibit A hereto.

Closing and Purchase of First Mortgage Loans:

Purchase Dates shall occur daily as advised by the Master Servicer. First Mortgage Loans shall be purchased by the Master Servicer based upon a price that is comprised of the par amount of the loan and payment of the servicing release premium. The total lender profit of 2.50% of the loan amount is comprised of 1.50% in servicing release premium and the 1.00% origination fee paid by the Borrower.

100.00%	Par Amount of First Mortgage Loan
1.50%	Servicing Release Premium
101.50%	Net Price Paid by Master Servicer

REPURCHASE OF FIRST MORTGAGE LOANS

Participating Lender hereby agrees to repurchase any First Mortgage Loan sold to the Master Servicer, at any time during the life of such First Mortgage Loan, upon the occurrence of any of the following events:

a) Master Servicer reasonably believes any violations of any rule, regulation, or requirement of the applicable agencies i.e. Federal Housing Authority (FHA), Veterans Administration (VA), Rural Development (RD), Government National Mortgage Association (GNMA), Fannie Mae or any other investor as may be identified in the Program, or specific guidelines as outlined in the Program documents/program manuals; or

b) Any false statement, misstatement, or act of omission of material fact contained in the First Mortgage Loan documentation resulting from the Participating Lender's negligence or failure to exercise due diligence as disclosed by actual inspection by the Master Servicer or its representative, or otherwise disclosed; or

c) Participating Lender fails to obtain FHA insurance, VA or RD guaranty, private mortgage insurance, or if such insurance or guaranty lapses or for any reason becomes

unavailable, as a result of any negligent act or omission by the Participating Lender, or the failure by the Participating Lender to obtain such insurance or guaranty within ninety (90) days from the date of purchase; or

d) Master Servicer is required to repurchase any First Mortgage Loan sold by it to GNMA or any other investor, by reason of a deficiency in or omission with respect to the First Mortgage Loan documents, instruments, and agreements, pertaining to any First Mortgage Loan; or

e) Any representation or warranty made by the Participating Lender under these Program Determinations or Program manuals with respect to any First Mortgage Loan shall, in the reasonable opinion of the Master Servicer, be, in whole or in part and with or without knowledge of the Participating Lender, false at the time when made by Participating Lender or become false upon the occurrence of subsequent events; or

f) Any material fraud, misrepresentation or act of omission with respect to the information submitted on a particular First Mortgage Loan is determined to exist by the Master Servicer or another investor. This includes, but is not limited to, Mortgagor or other third party fraud or misrepresentation, and any misrepresentation of Mortgagor's income, funds on deposit, or employment, or of the occupancy status of the Mortgaged Property; or

g) Participating Lender's breach of any covenant or obligation to the Master Servicer with respect to the First Mortgage Loan under these Program Determinations, Program documents or Program manuals.

The repurchase price for any First Mortgage Loan that the Participating Lender is required to repurchase from the Master Servicer shall be an amount equal to its then unpaid principal balance of the First Mortgage Loan on the date of repurchase, plus accrued interest, any servicing release premium paid, and direct expenses (including reasonable attorney's fees) incurred by the Master Servicer for any actions taken by it concerning, as a result of, or in connection with, any of the events or circumstances set forth herein as cause for repurchase. Master Servicer's exercise of its right to have the Participating Lender repurchase any First Mortgage Loan hereunder shall be in addition to, and not in lieu of, any other rights or remedies which Master Servicer may have against the Participating Lender hereunder or under applicable law.

INDEMNIFICATION

The Participating Lender shall protect, indemnify, and hold Issuer, Program Administrator and Master Servicer harmless from and in respect to, any and all losses, liabilities, reasonable costs, and expenses (including attorneys' fees) that may be incurred by Issuer, Program Administrator or Master Servicer with respect to, or proximately resulting from any breach of, any representation, warranty, or covenant of the Participating Lender hereunder. Issuer, Program Administrator and Master Servicer shall be entitled to rely upon the Participating Lender as assembler and preparer of all First Mortgage Loan documents, and is under no duty whatsoever to investigate or confirm any of the information set forth therein as to its honesty, accuracy, or completeness. Participating Lender hereby agrees to indemnify and hold the Issuer, Program Administrator and Master Servicer harmless from any claim, loss or other damage to the Issuer, Program Administrator or Master Servicer including reasonable attorneys fees resulting in whole or in part from any inaccuracy or incompleteness in the First Mortgage Loan documents or any act or omission by the Participating Lender, its agents and employees, including but not limited to failure to comply with applicable state, federal and local statutes or regulations. To the extent the Participating Lender, its agents or employees, commits an actual wrong, or makes some error or omission in the preparation of any First Mortgage Loan or its documents and as a result thereof, and based thereon, the Issuer, Program Administrator or Master Servicer commits an act or omission for which it becomes liable to the Mortgage(s) or any third party and/or a claim or cause of action is instituted against the Issuer, Program Administrator or Master Servicer, the Participating Lender shall and hereby agrees to indemnify and hold Issuer, Program Administrator and Master Servicer harmless from any such loss or damage, including reasonable attorneys fees, resulting therefrom.

REFUND OF SERVICE RELEASE PREMIUMS

a) If any First Mortgage Loan is prepaid in full within three (3) months following the date of purchase by the Master Servicer, from the Participating Lender, the Participating Lender shall refund to the Master Servicer all service release premiums received from the Master Servicer with respect to that First Mortgage Loan.

b) If any First Mortgage Loan, underwritten by the Participating Lender, becomes delinquent during the first three (3) scheduled monthly payments due the Master Servicer, and the Mortgage loan is not brought current by the borrower within 90 days of such delinquency, the Participating Lender shall refund to the Master Servicer all service release premiums received by Lender from the Master Servicer with respect to that First Mortgage Loan, additionally, a processing fee of \$1,000 on Conventional Mortgage Loans and \$3,000 on government loans (FHA, VA and RD) shall be due from Lender and payable to Master Servicer.

PARTICIPATING LENDER'S ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned, on behalf of _____ (the "Participating Lender"), being duly organized under the laws of the State of _____ and qualified to do business in the State of Florida, hereby acknowledges that it is a Participating Lender under that certain Master Mortgage Origination and Servicing Agreement, (the "Master Origination Agreement"), in respect of the Housing Finance Authority of Miami Dade County, Florida (the "Issuer") Single Family Loan Program and further hereby acknowledges and accepts the terms of the foregoing Program Determinations applicable to the Participating Lender with respect to the Single Family Loan Program.

IN WITNESS WHEREOF, this Participating Lender's Acknowledgment and Acceptance is executed as of _____, 2020.

(SEAL)

By: _____
as Participating Lender

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A – PARTICIPATING LENDER INFORMATION

Please provide this form to eHousing as instructed on page 1 of the Invitation

Company Name: _____
Point of Contact: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

Approval Numbers

FHA / VA: _____
RD: _____

Please indicate if your institution intends to only offer MCCs (and does not intend to offer down payment assistance and HFA First Mortgage Loans) _____

Please include the following information for the Participating Lenders who will participate in this Single Family Program:

Individual / Lender's Name: _____
Check One: Name of _____ Loan Officer or _____ Branch Manager
Street Address: _____
City, State, Zip: _____
Phone Number: (_____) _____
Email: _____

Individual / Lender's Name: _____
Check One: Name of _____ Loan Officer or _____ Branch Manager
Street Address: _____
City, State, Zip: _____
Phone Number: (_____) _____
Email: _____