

A. Organization Information

Completed by jack.milne@ellavoz.com on 10/3/2025 11:33 AM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

A. Organization Information

Please provide the following information.

ORGANIZATION INFORMATION

A.1. Name of Organization/Developer

Brentwood BLT EIC, LLC

A.2. Address

11923 Oak Trail Way Suite 111 Port Richey, FL 34668

A.3. Type of Application

Is the Project:

Ownership

A.4. Does the Project Include (select all that apply)

- Acquisition
- Rehabilitation
- New Construction

A.5. Type of Applicant (select all that apply):

- Non-profit
- For-Profit
- CHDO
- Partnership
- Proprietorship
- Corporation
- Public Owned
- Public Housing Authority
- LLC

Other

AUTHORIZED CONTACT

A.6. First Name

Renee

A.7. Last Name

Welch

A.8. Title

Chief Financial Officer

A.9. Email

renee@thebrightway.org

A.10. Phone Number

(727) 474-8441

A.11. Fax

B. Program Information

Completed by renee@thebrightway.org on 10/9/2025 9:16 AM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

B. Program Information

Please provide the following information.

B.1. Project Name

Brentwood

B.2. Project Address

Bryan Dairy Pinellas Park, FL 33773

PROJECT COST

B.3. Total Estimated Cost of Project

\$8,351,404.00

B.4. Pinellas County Grant/Loan Funds Requested

\$800,000.00

B.5. Number of Affordable Units

13

B.6. Total Number of Units

25

B.7. Gross Square Footage of the Project (include all built environment)

B.8. Provide a brief description of this project, including whether this is new construction, rehab of existing units, etc., total units, how many of each unit type, and how Pinellas County funds will be used for this project.

In 2009, Pinellas County deeded this 1.9 acres through a Land Trust Agreement with Bright Community Trust to ensure permanent affordable housing development. This location now known as Brentwood is located in the Secondary Corridor. Brentwood will be new construction of 25 townhome units, for sale, under ground lease restrictions serving income restrained buyers. The requested Pinellas funds will be utilized as gap funding subsidy for vertical construction

HOUSEHOLDS/PERSONS BENEFITED

B.9. Total number benefited by this project (households)

25

LICENSE/CERTIFICATION:

B.10. Required from the State or other oversight agency?

No

B.11. Have you obtained this license/certification?

N/A

If No, explain the schedule below:

C. Development Team

Completed by jack.milne@ellavoz.com on 10/3/2025 12:34 PM

Case Id: 19885

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Address: *No Address Assigned

C. Development Team

Please provide the following information.

C.1. List all members of the development/implementation team (as applicable) in the table below. Do not include lenders.

Function	Company/Organization	Contact Person	Telephone
Architect	BeharPeteranecz Architecture	Istvan Peteranecz	727-800-5300
Civil Engineer	Arcturus Group, LLC	William Housel	(352) 345-8093
Structural Engineer			
Other Engineer			
Financial Consultant			
General Contractor	Origin General Construction	Jake Harrell	(689) 710-2610
Construction Management	Philippe Beau	Klein and Heuchan, Inc	727-409 3465
Operational/Rental Management			
Program Delivery			
Other	Keller Williams	Chase Walseth	(727)-755-3830

Other - Explanation

Real Estate Broker

Documentation



Attach resumes and references for Development Team *Required

Philippe Beau's Professional Profile (2005) .pdf

Career Summary for Philippe Beau -(AI).pdf

Tri_Fold_Advert.pdf

Screenshot 2025-10-03 111824.png

Chase Walseth Bio.docx

D. Market Information

Completed by renee@thebrightway.org on 9/17/2025 3:23 PM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

D. Market Information

Please provide the following information.

PROJECT MARKET

D.1. Briefly describe the households that will be targeted by the project, and how strong the market demand is for your project.

The Brentwood development will center around families meeting the 80% AMI income limits, these families are Bright's primary focus. With an option of up to 120% AMI, if necessary, depending on the amount of subsidy dollars allocated. Work force housing will also be available, for these income bracket families are often overlooked and the proximity of this location is idea with transportation options to all major employment areas. Bright is adding to the workforce housing stock, ensuring eternal affordability, while we eliminate future necessary subsidies or the loss of affordable housing, which exceeds crisis levels on a State and National level

HOUSEHOLDS BENEFITED

Estimate the number of households (HH) benefited by income group in the following table.

D.2. Rental Projects

Targeted Income Level	Select Occupant Type	Elderly HH	Single Pers HH (Non-Elderly)	Small Family HH (2 to 4 Pers)	Large Family (5 or More)	Special Needs
0 to 30% MFI*		0	0	0	0	0
31 to 50% MFI		0	0	0	0	0
51 to 60% MFI		0	0	0	0	0
61 to 80% MFI		0	0	8	0	0
81%+ of MFI		0	0	5	0	0
Market Rate		0	0	12	0	0
TOTAL		0	0		0	

* MFI means Median Family Income. Exhibit 1, attached, provides specific definitions.

Ownership Projects

D.3. Select Proposed Property Type:

Townhome

Ownership Projects

Targeted Income Level	Total Proposed Housing Units
0 to 30% MFI*	0

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31 to 50% MFI	0
51 to 60% MFI	0
61 to 80% MFI	8
81%+ of MFI	5
Market Rate	12
TOTAL	25

Documentation

Attach any backup information regarding the market for this project *Required

City of Pinellas Park Report.pdf

E. Participant Selection

Completed by renee@thebrightway.org on 10/9/2025 9:24 AM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

E. Participant Selection

Please provide the following information.

PARTICIPANT SELECTION

E.1. Describe how the participants (tenants, homebuyers, clients, etc.) will be selected. If selection will be subject to preference policies, describe these policies.

Marketing begins immediately; Brentwood will hit our website and social media platforms. Once development hits interior construction, the property will be listed on the MLS with our workforce housing relator, who is familiar with guidelines and possible restrictions. All area agencies will be notified of Bright's properties in our pipeline so that they can collaborate with their buyer-ready clients. Local lenders will be contacted as well to ensure land trust lending and DPA area knowledge. As parties inquire, the income restrictions, land lease, and any other regulations will be discussed. This will vet the initial contact to ensure they are in the income range and are mortgage ready. If so, they will complete the application process; the first party to submit a completed packet is the first consideration, second is second, etc.

SERVICES PROVIDED

E.2. If applicable, describe services that will be provided to the participants/residents of the project or program.

Interested parties will complete the income qualification packet to verify AMI and the homebuyer education class will be completed. The homebuyer will choose their lender, and Bright will liaise throughout the mortgage and assistance programs. All available assistance programs will be utilized and stacked to ensure the buyer is presented with a household expense to promote successful growth. All HUD regulations, policies, and standards pertaining to client information are followed. Counseling is provided prior to purchase, and stewardship is continual as long as they own the home for every owner of that home.

E.3. COORDINATION WITH OTHER AGENCIES

E.3. If applicable, describe how other organizations will provide needed services to participants/residents.

Bright Community Trust has expanded throughout the State of Florida promoting affordable workforce housing in every aspect of the industry. Along the way we have made strong supportive partnerships with experts in their respective fields who share the housing crisis mission. Outside of workforce housing development, Bright is engaged in community work for both are required for homeowner success. At Bright, we believe housing is a cornerstone of community well-being, fostering economic growth, social cohesion, and individual prosperity. Collaboraton, persistence and a commitment to equity are essential in addressing the shortage of affordable housing.

F. Schedule

Completed by jack.milne@ellavoz.com on 9/29/2025 10:49 AM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

F. Schedule

Please provide the following information.

PROPOSED PROJECT SCHEDULE

As applicable, provide the schedule for completing the following actions.

F.1. Project Start-Up

	Estimated Completion Date (Future)	Actual Completion Date (Past)
Purchase Contract/Option Signed	M/d/yyyy	M/d/yyyy
Property Acquisition Completed	M/d/yyyy	05/06/2009
Environmental Reviews Completed	M/d/yyyy	M/d/yyyy
Zoning Approvals Obtained	M/d/yyyy	08/25/2023
Final Bid Specifications Completed	Invalid date	M/d/yyyy
Detailed Program Design Completed	M/d/yyyy	07/01/2025
Site Plan Approval/ Building Permits Obtained	M/d/yyyy	01/06/2025

F.2. Financing Sources Obtained

	Estimated Completion Date (Future)	Actual Completion Date (Past)
Construction Loan	01/06/2026	M/d/yyyy
Bridge Loan	M/d/yyyy	M/d/yyyy
Permanent Loan	M/d/yyyy	M/d/yyyy
Tax Credit Application Submitted	M/d/yyyy	M/d/yyyy
Tax Credit Allocation Approval	M/d/yyyy	M/d/yyyy
Govt Grants/Loans	M/d/yyyy	M/d/yyyy
Other Financing	M/d/yyyy	M/d/yyyy
Other Financing	M/d/yyyy	M/d/yyyy

F.3. Construction/Implementation

	Estimated Completion Date (Future)	Actual Completion Date (Past)
Construction Starts	01/06/2026	M/d/yyyy
Marketing of Units or Program Begins	02/06/2026	M/d/yyyy
Complete Construction	08/06/2026	M/d/yyyy

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Occupancy/Rent-up Begins (rental projects)	M/d/yyyy	M/d/yyyy
Full Occupancy (rental projects)	M/d/yyyy	M/d/yyyy
Closing on First Sale (homebuyer projects)	08/06/2026	M/d/yyyy
Closing on Final Sale (homebuyer projects)	11/06/2026	M/d/yyyy

G. Project Costs

Completed by jack.milne@ellavoz.com on 10/7/2025 3:26 PM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

G. Project Costs

Please provide the following information.

PROJECT COSTS AND USE OF COUNTY FUNDS

Provide information, as applicable.

G.1 Acquisition

	Total Project Cost	County Funds Requested
Land acquisition closing costs (title recording etc.)	\$1.00	\$0.00
Building acquisition costs	\$0.00	\$0.00
Building acquisition closing costs (title recording etc.)	\$0.00	\$0.00
Other	\$0.00	\$0.00
Total Acquisition Costs	\$1.00	\$0.00

Other - Explanation

G.2. Construction/Rehab Costs

	Total Cost	County Funding
Clearance/demolition	\$0.00	\$0.00
Drainage improvements	\$0.00	\$0.00
Installation/renovation of sanitary sewers	\$0.00	\$0.00
Installation/renovation of water mains	\$0.00	\$0.00
Transportation improvements (on-site)	\$0.00	\$0.00
Transportation improvements (off-site)	\$0.00	\$0.00
Other Site Work	\$1,097,025.00	\$0.00
Rehabilitation of existing units	\$0.00	\$0.00
Renovation of non-residential structure into residential units	\$0.00	\$0.00
New construction of residential units	\$3,905,738.50	\$0.00
Equipment	\$0.00	\$0.00
General Requirements	\$69,993.92	\$0.00
Builder's Overhead	\$596,750.00	\$0.00

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Builder's Profit	\$368,517.98	\$0.00
Bonding Fee	\$0.00	\$0.00
Builder's Risk Insurance	\$65,000.00	\$0.00
Relocation	\$0.00	\$0.00
Loss of Rental Income	\$0.00	\$0.00
Contingency	\$301,901.00	\$0.00
Other:	\$0.00	\$0.00
Other:	\$0.00	\$0.00
Total Construction/Rehab Costs	\$6,404,926.40	\$0.00

G.3. Development Costs

	Total Project Cost	County Funds Requested
Partnership formation	\$10,000.00	\$0.00
Subdivision/ Zoning	\$0.00	\$0.00
Other	\$0.00	\$0.00
Architectural	\$125,000.00	\$0.00
Architectural Supervision	\$0.00	\$0.00
Cost Estimate	\$0.00	\$0.00
Engineering	\$0.00	\$0.00
Site Investigation	\$0.00	\$0.00
Other	\$0.00	\$0.00
Total Development Costs	\$135,000.00	\$0.00

G.4. Project Planning

	Total Project Cost	County Funds Requested
All Fees	\$25,000.00	\$0.00
Permits	\$25,000.00	\$0.00
Appraisal	\$5,000.00	\$0.00
Environmental Study	\$0.00	\$0.00
Market Study	\$5,000.00	\$0.00
Survey	\$25,000.00	\$0.00
Utility Fees	\$75,000.00	\$0.00
Marketing	\$10,000.00	\$0.00
Operating Reserve	\$0.00	\$0.00
Developers Fee	\$1,080,000.00	\$0.00
Other	\$0.00	\$0.00
Other	\$20,000.00	\$0.00
Total Project Planning Costs	\$1,270,000.00	\$0.00

FINANCING COST

G.5. Tax Credits

	Total Project Funding	County Funds Requested
Tax Credit Fee	\$0.00	\$0.00
Tax Credit Counsel	\$0.00	\$0.00
Cost Certification	\$0.00	\$0.00
Other	\$0.00	\$0.00

Total Tax Credit Costs	\$0.00	\$0.00
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Other - Explanation

G.6. Tax Exempt Bond Financing

	Total Project Cost	County Funds Requested
Bond Counsel	\$0.00	\$0.00
Underwriter's Fee	\$0.00	\$0.00
Reimbursables	\$0.00	\$0.00
Other	\$0.00	\$0.00
Total Exempt Bond Financing Cost	\$0.00	\$0.00

Other - Explanation

G.7. Conventional Loans

	Total Project Cost	County Funds Requested
Construction Loan Origination Fees	\$62,636.00	\$0.00
Construction Loan Legal Fees	\$40,000.00	\$0.00
Permanent Loan Origination Fees	\$0.00	\$0.00
Permanent Loan Legal Fees	\$0.00	\$0.00
Loan Recordation Taxes/Fees	\$60,000.00	\$0.00
Other	\$378,840.00	\$0.00
Total Conventional Loan Costs	\$541,476.00	\$0.00

Other - Explanation

Includes interest and construction management and monitoring fee's.

G.8. Other Loans

	Total Project Cost	County Funds Requested
Legal Fees	\$0.00	\$0.00
Loan Recordation Taxes/Fees	\$0.00	\$0.00
Other	\$0.00	\$0.00
Total Other Loan Costs	\$0.00	\$0.00

Other - Explanation

G.9. Tenant and Homebuyer Assistance

	Total Project Cost	County Funds Requested
Tenant-based rental assistance	\$0.00	\$0.00
Security deposit payments for renters	\$0.00	\$0.00
Downpayment assistance for	\$0.00	\$0.00

homebuyers		
Mortgage financing for homebuyers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Total Tenant and Homebuyer Assistance Costs	\$0.00	\$0.00

Other - Explanation

G.10. Total Project Cost

\$8,351,404.00

G.11. Total County Funds Requested

\$800,000.00

G.12. Provide a narrative justification of need statement for the requested County funding assistance and the impact on affordability. The statement should include the amount of County funding being requested and detail other funding sources that have been applied for or secured. Detail the limitations and affordability impacts of the other funding sources for both construction and permanent financing.

Brentwood BLT EIC, LLC requesting \$800,000 in subsidy capital from Pinellas County. The subsidy funds will be used to make 8 homes affordable to households making less than 80% of AMI, and 5 units to households making less than 120% of AMI. As homes are sold, Bright Community Land Trust will retain ownership of the land, while giving a 99-year ground lease to the purchaser to ensure that the properties remain price-attainable housing for future buyers. The balance of the capital needed to complete the construction of this project comes from a private bank loan and equity capital from the Project sponsors.

H. Funding Source

Completed by jack.milne@ellavoz.com on 10/3/2025 12:34 PM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

H. Funding Source

Please provide the following information.

H.1. Sources of Funding

Name of Lender or Source of Fund	Contact Person	Phone #	Amount Funded	Annual Debt Service	Annual Interest Rate	Amortization Period (yrs)	Loan Term (yrs)	Ac Pr Co Da
Valley National Bank	Ryan Vandenburg	RVandenburg@valley.com	\$5,010,843.00	\$0.00	0.00%	0	2	1
Ellavoz Neighborhood Homes Fund	Jeffrey Crum	908-581-1419	\$1,260,562.00	\$0.00	0.00%	0	0	1
Bright CLT	Renee Welch	(727)474-8441	\$200,000.00	\$0.00	0.00%	0	0	1
Deferred Developer Fee	X	X	\$1,080,000.00	\$0.00	0.00%	0	0	1
Total			\$7,551,405.00					

Documentation

Attach commitment letters (if available)

Brentwood Term Sheet.pdf

Commitment of Funds Pinellas Park.docx

I. Site Information

Completed by jack.milne@ellavoz.com on 10/3/2025 12:26 PM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

I. Site Information

Please provide the following information.

I.1. Do you have site control?

Yes

If Yes, what form:

Deeded Ownership

I.2. Sellers Name

NA

I.3. Seller Address

11923 Oak Trail Way Pinellas Park, FL 11923

I.4. Telephone

() -

I.5. Fax

() -

I.6. Is the sale an arms length transaction?

No

I.7. Size of Site

1.89 Acres

I.8. Is the property subdivided and zoned?

Yes

If No, explain the schedule:

I.9. Will the project require regulatory incentives?

No

I.10. Are all utilities presently available to the site?

Yes

If No, please explain:

I.11. Are there designated floodplain areas on the site?

Yes

I.12. Are there designated wetland areas on the site?

No

I.13. Is the project/surrounding area listed on National/State/Local Registers of Historic Places?

No

I.14. Is the project affected by a noise source (airport, railroad tracks, major street/highway)?

No

I.15. Are you aware of any other environmental hazards that are on or near the site?

No

I.16. Are there any soil, slope or erosion concerns associated with the site?

No

I.17. Has a Phase One Environmental Assessment been completed for the site?

No

I.18. Are there any other environmental issues?

No

EXISTING BUILDING(S) INFORMATION: APPLICABLE TO ACQUISITION AND REHABILITATION PROJECTS.

I.19. Information about the existing building(s).

Street Address of P.I.N # of Each Building	No. of Units	No. Stories	Year Built	Appraised Value
NA	0	0	0	\$0.00

I.20. Are any buildings occupied?

No

If Yes, explain any relocation plan:

J. Project Income

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

Completed by jack.milne@ellavoz.com on 10/7/2025 4:08 PM

J. Project Income

Please provide the following information.

J.1. Projected Rent Schedule When Project is Fully Implemented

	No. of Units of This Type	No. of Bedrooms	No. of Baths	Average Size (sq ft)	Monthly Rent Per Unit	Annual Rent for All Units	Receives Rent Assistance
1	0	0	0	0	\$0.00	\$0.00	No
	0				\$0.00	\$0.00	

J.2. Current Rent Schedule (complete for rental projects that are currently occupied)

	No. of Units of This Type	No. of Bedrooms & Bath	Average Size (sq ft)	Monthly Rent Per Unit	Annual Rent for All Units	Receives Rent Assistance
1	0	0	0	\$0.00	\$0.00	No
	0			\$0.00	\$0.00	

J.3. Utility Allowance Information (Tenant Paid Utilities)

Utility Cost	Tenant Pays	Type
Heating	Yes	Electric
Air Conditioning	Yes	Electric
Cooking	Yes	Electric
Lighting	Yes	Electric
Water	Yes	Electric
Hot Water Heating	Yes	Electric

J.4. Annual Income from Other Sources

Source	Amount
Sale of single family assets	\$8,125,000.00
Total	\$8,125,000.00

J.5. Appliances included with unit (select all that apply):

- Microwave
- Dishwasher
- Range
- Disposal

Washer/Dryer Hook-ups

Air Conditioner

Refrigerators

Other

K. Project Expenses

Completed by jack.milne@ellavoz.com on 10/3/2025 12:28 PM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

K. Project Expenses

Please provide the following information.

Annual Project Expenses (for first year of operation after construction/rehab):

K.1. Annual Administrative Costs*

Item	Amount
Advertising	\$10,000.00
Management	\$0.00
Administrative	\$0.00
Legal/Accounting	\$0.00
Other	\$0.00
Total Annual Administrative Costs	\$10,000.00

Other - Explanation

0

K.2. Annual Operating Costs

Item	Amount
Gas & Other Fuel	\$0.00
Electricity	\$0.00
Water/Sewer	\$0.00
Trash Removal	\$0.00
Janitorial	\$0.00
Exterminating	\$0.00
Other	\$0.00
Total Annual Operating Costs	\$0.00

Other - Explanation

0

K.3. Annual Maintenance Cost

Item	Amount
Decorating	\$0.00
Repairs	\$0.00
Security	\$0.00
Ground Maintenance	\$0.00
Annual Replacement Reserve	\$0.00
Other	\$0.00

Total Annual Maintenance Costs	\$0.00
---------------------------------------	---------------

Other - Explanation

0

K.4. Annual Taxes and Insurance

Item	Amount
Real Estate Taxes	\$0.00
Insurance	\$0.00
Total Taxes and Insurance	\$0.00

K.5. Annual Program Expenses*

Item	Amount
Cost of Services to Residents	\$0.00

K.6. Total Annual Operating Cost

\$0.00

K.7. Cash Flow Assumptions

Vacancy Rate	0
Collection Loss	0
Replacement Reserves (per unit)	0

K.8.

Growth Rate - Rent	0
Growth Rate - Other income	0
Growth Rate - general expenses	0
Growth Rate - Real estate taxes	0
Growth Rate - Payroll taxes	0
Growth Rate - Replacement	0
Reserves	0
Growth Rate - Other	0

L. Required Documents

Completed by renee@thebrightway.org on 10/9/2025 9:24 AM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

L. Required Documents

Please provide the following information.

Documentation

IRS Determination Letter, if applicable

IRS Tax Cert.pdf

General Liability and Property Insurance Documents

***No files uploaded*

Audited Financial Statement, if available

Bright Community Trust Inc. 2024 Form 990 PDC.pdf

Participant Income Documentation *Required

BCT homebuyer application - fillable.pdf

Participant Selection Plan/Affirmative Fair Housing Marketing Plan (HUD-935.2) *Required

Affirmative Marketing Plan project 1 (1) (1).doc

Funding Commitment Documentation

Commitment of Funds Pinellas Park.docx
Brentwood Term Sheet.pdf

Evidence of Site Control *Required

Property Details _ Pinellas County Property Appraiser Brentwood.mhtml

Copy of Deed, if available

Brentwood County Deed.pdf
Brentwood Quit Claim Deed.pdf

Title Commitment *Required

12702581- 2021 ALTA Commitment.rtf

Location Map and Legal Description *Required

City of Pinellas Park Report.pdf
Aerial Image.png

Property Appraisal, if available

***No files uploaded*

Preliminary Site Plan

Brentwood Plan Sets (2).pdf

Color Photographs, if applicable

IMG_8695.jpg
IMG_8696.jpg
IMG_8697.jpg
IMG_8698.jpg

Preliminary Floor Plans and Elevations

Brentwood Plan Sets.pdf

General Specifications

***No files uploaded*

Project Schedule *Required

Pinellas Park Brentwood Townhomes Project Timeline.pdf

Evidence of Subdivision and Zoning *Required

City of Pinellas Park Report.pdf

Environmental Information

***No files uploaded*

Project Pro-Forma *Required

Pinellas Park Homeownership Project - Economic Model County Application.pdf

Articles of Incorporation *Required

ARTICLES AMENDED AND RESTATED 0618 EXECUTED.pdf

Submit

Completed by renee@thebrightway.org on 10/9/2025 11:29 AM

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

Submit

Please provide the following information.

The Applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a loan or grant under Pinellas County's affordable housing programs and is true and complete to the best of the Applicant's knowledge and belief. Verification may be obtained from any source named herein. The Applicant agrees that this application is a public document and is subject to the Freedom of Information Act.

Indicate if a conflict of interest or a potential conflict of interest between any principal, agent or employee of the applicant or borrower (including all third parties engaged or expected to be engaged by the applicant or borrower) with any member of the Board of County Commissioners, County staff member, Housing Finance Authority (HFA) board member, or HFA employee or agent.

Signature

Renee Welch

Electronically signed by renee@thebrightway.org on 10/9/2025 11:28 AM

Date Submitted

10/09/2025

Documentation

Upload document disclosing any conflicts of interest

***No files uploaded*

Project Terms

No data saved

Case Id: 19885
Name: Bright Community Trust, Inc.
Address: *No Address Assigned

Project Terms

Please provide the following information.

1. Total Units to be Constructed:

2. Total Affordable Units to be Constructed

3. Breakdown of Approved Units to be Constructed

Unit Type	30% AMI Units	60% AMI Units	80% AMI Units	120% AMI Units	Market Rent Units
	0	0	0	0	0

IDIS Setup

No data saved

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

IDIS Setup

Please provide the following information.

Project Name

National Objective

IDIS #

HUD Matrix Code

Project Description

Accomplishment Type

Service Area

The property is:

What city is the property located in?

Admin Items

No data saved

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Name: Bright Community Trust, Inc.

Address: *No Address Assigned

Admin Items

Please provide the following information.

Administration

OPUS #

SHIP Reported Date

SHIP Funding Year

Project Funding

No data saved

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Name: Bright Community Trust, Inc.

Address: *No Address Assigned

Project Funding

Please provide the following information.

OTHER PROJECT FUNDING

Please provide the amounts of other funds in the project for the following categories:

LIHTC Proceeds

\$0.00

Local Funds

\$0.00

Owner Contribution

\$0.00

Other Federal Funds

\$0.00

Private Grant

\$0.00

Private Loan

\$0.00

State Funds

\$0.00

Tax Exempt Bond Funds

\$0.00

Other Funds

Total Other Funds:

\$0.00

Case File Checklist

No data saved

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

Case File Checklist

Please review and confirm the following items.

Item	Yes	N/A	Notes
Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>	
Corporate Structure/Agreement	<input type="checkbox"/>	<input type="checkbox"/>	
IRS Determination Letter (if Not-for-Profit)	<input type="checkbox"/>	<input type="checkbox"/>	
Florida Sunbiz Registration	<input type="checkbox"/>	<input type="checkbox"/>	
Sales Contract Evidencing Site Control	<input type="checkbox"/>	<input type="checkbox"/>	
Deed Evidencing Site Ownership	<input type="checkbox"/>	<input type="checkbox"/>	
Boundary Survey	<input type="checkbox"/>	<input type="checkbox"/>	
Legal Description	<input type="checkbox"/>	<input type="checkbox"/>	
Project Description	<input type="checkbox"/>	<input type="checkbox"/>	
Floor plans & elevation	<input type="checkbox"/>	<input type="checkbox"/>	
Building Specs	<input type="checkbox"/>	<input type="checkbox"/>	
Preliminary Site Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Evidence of Financing Commitments	<input type="checkbox"/>	<input type="checkbox"/>	
Operating Pro Forma	<input type="checkbox"/>	<input type="checkbox"/>	
Construction Budget Proposals/Contract	<input type="checkbox"/>	<input type="checkbox"/>	
Affirmative Fair Housing Marketing Plan	<input type="checkbox"/>	<input type="checkbox"/>	

Common Area Maintenance Plan	<input type="checkbox"/>	<input type="checkbox"/>
Schedule for Occupancy of AHD unit (See Application)	<input type="checkbox"/>	<input type="checkbox"/>
Participant Income Documentation Process	<input type="checkbox"/>	<input type="checkbox"/>
Final HUD-1	<input type="checkbox"/>	<input type="checkbox"/>

Item	Yes	N/A	Notes
Financial Statement	<input type="checkbox"/>	<input type="checkbox"/>	
Development Team w/Resumes	<input type="checkbox"/>	<input type="checkbox"/>	
List of Other Projects	<input type="checkbox"/>	<input type="checkbox"/>	
Property Management Co. w/Resume	<input type="checkbox"/>	<input type="checkbox"/>	
Certified Appraisal incl. as-Complete Appraisal	<input type="checkbox"/>	<input type="checkbox"/>	
Title Commitment or O&E	<input type="checkbox"/>	<input type="checkbox"/>	
General Liability & Property Insurance Docs	<input type="checkbox"/>	<input type="checkbox"/>	
Property Appraiser Card	<input type="checkbox"/>	<input type="checkbox"/>	
Final Site Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Phase I Environmental/Soil Test Results	<input type="checkbox"/>	<input type="checkbox"/>	
Phase II Environmental/Soil Test Results	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule for Permitting & Construction	<input type="checkbox"/>	<input type="checkbox"/>	
Pro Forma Analysis	<input type="checkbox"/>	<input type="checkbox"/>	
Maximum per unit subsidy (HOME)	<input type="checkbox"/>	<input type="checkbox"/>	
Credit Underwriting Report	<input type="checkbox"/>	<input type="checkbox"/>	
Summary of Loan Terms	<input type="checkbox"/>	<input type="checkbox"/>	
AHD Certification Application	<input type="checkbox"/>	<input type="checkbox"/>	

AHD Certification

HOME Project Reports for IDIS

Recorded Loan Documents (Mortgage/Note/Agency Agreement/LURA)

Project Information

SHIP Strategies

Funding Source

Home Ownership Strategies (Code/Name)

- PENNY
- LAF
- SHIP
- HOME
- HOME-ARP
- CDBG
- NSP1
- NSP2
- NSP3
- HTF-CD

Rental Strategies (Code/Name)

Program

PINELLAS COUNTY AFFORDABLE HOUSING DEVELOPMENT MANAGER

I have reviewed the project files and certify that all documentation required has been collected and electronically stored in the case file.

***Not signed*

PINELLAS COUNTY HOUSING DIVISION MANAGER

I have confirmed that all documentation required has been collected and electronically stored in the case file.

***Not signed*

Compliance

No data saved

Case Id: 19885

Name: Bright Community Trust, Inc.

Address: *No Address Assigned

Compliance

Please provide the following information.

For Federally funded projects only.

Check once the following have been verified.

- Verify 1 for1 Replacement Requirement
- Verify Non-Displacement/Relocation Req.
- Uniform Relocation Act Documents (if applicable)
- Verify Debarred Contractors
- Verify Davis-Bacon Requirement
- Verify Section 3 Requirements
- Verify Build America, Buy America (BABA) Act Buy America Preference (BAP) Requirements
- Lead Based Paint Assessment
- Environmental Review
- Asset/Monitoring Setup/Scheduled (not applicable for Penny or LAF funded cases)
- Lease Documents (Rental Only)
- Violence Against Women Act (VAWA) Doc's.
- Compliance Section Not Applicable to Case

PINELLAS COUNTY AFFORDABLE HOUSING DEVELOPMENT MANAGER

I have reviewed the project and certify that all processes have been completed.

***Not signed*

PINELLAS COUNTY HOUSING DIVISION MANAGER

I have reviewed the project and certify that all processes have been completed.

***Not signed*



Prepared by: Megan Montesino
Development Review Manager

I. APPLICATION DATA

- A. **Case Number:** PUD-0623-00008
- B. **Location:** Parcel No. 18-30-16-66301-000-0080
- C. **Request:** Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision at Parcel No. 18-30-16-66301-000-0080.
- D. **Applicant:** Patricia Montecki with Arcturus Group, LLC.
- E. **Agent:** N/A
- F. **Owner:** Pinellas County Surplus Land Trust-Bryan Dairy DRJ and Pinellas Community Housing Foundation Inc TRE.
- G. **Legal Ad Text:** Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision at Parcel No. 18-30-16-66301-000-0080.
- H. **PARC Meeting:** June 27, 2023
- I. **Public Hearings:**

Planning & Zoning Commission Hearing Date: October 5, 2023
Advertising Date: September 20, 2023

City Council (1st Hearing) Date: November 9, 2023

City Council Hearing Date: November 21, 2023
Advertising Date: November 8, 2023

II. BACKGROUND INFORMATION

A. Case Summary:

The applicant is requesting a Residential Planned Unit Development (RPUD) overlay for the 1.901-acre parcel, which is currently zoned General Commercial (B-1) with a RPUD Overlay and a land use designation of Commercial General (CG). The RPUD will be for the development of 25 Single-Family (attached) Dwellings, which is permitted in the B-1 Zoning District. The B-1 zoning allows for a maximum density of 15 units per acre, which permits a maximum of 28 units. The applicant is proposing to develop 25 two-story single-family attached units, which is consistent with the B-1 zoning and CG land use designation.

Per the Applicant, the proposed design is to use the parcel for development of 25 townhomes, each of which has 3 bedrooms, 2 bathrooms, and an ADA compliant first floor. The homes will be marketed to young couples and retirees. The units will be architecturally pleasing from the front, which is visible from the Bryan Dairy Road overpass. The back of the property will be an outdoor space. The front of the homes will be designed with noise-reduction windows, and the backyards abut a residential apartment complex and face away from the road. In addition, the homes will be shielded at parking level by a heavily landscaped buffer to create a wall of greenspace and reduce noise levels from the road. Additionally, landscaping is proposed in front of the homes, as well as a sidewalk leading to and around the retention pond.

The development is being proposed as an RPUD to allow no minimum lot sizes and reduced setbacks for developing townhome style lots. Per Section 18-1529.8., regarding RPUDs, the applicant is allowed to request no minimum lot size and flexibility from the setback requirements due to the character of the surrounding area, size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development. The proposed townhome lots will consist of the individual units with zero internal structure setbacks.

B. Site Area: 82,813 square feet / 1.901 acres

C. Property History:

The parcel was platted in 1984 as part of the Park Centre Condo subdivision, a replat of the Pinellas Farms Plat of 1911. The site was acquired by Pinellas County in 1994, and a portion was utilized for the expansion of Bryan Dairy Road. The site had contained a retail plaza prior to Pinellas County's purchase; however, the plaza was demolished in 1994 once Pinellas County took ownership.

In 2007, a Planned Unit Development (PUD) application was approved by City Council for a PUD overlay and the adoption of a Master Plan for the development of 33 Multi-Family Dwelling units. The following conditions were approved with the PUD:

- Minimum setbacks shall be as illustrated on the Master Plan for the development. (Setbacks shall be as follows: Front - 23 feet; Side - 15 feet; and Rear - 20.)
- Criteria assigned to the subdivision, in notes on the approved site plan, shall be accepted as governing regulations for the development. All regulations not addressed herein shall revert to Code in effect at the time of "PUD" Planned Unit Development adoption.

Since the PUD from 2007 was never constructed, it has since expired.

D. Existing Use: Vacant / Undeveloped

E. Proposed Use: Residential

F. Future Land Use: Commercial General (CG)

G. Zoning District: General Commercial (B-1) with RPUD Overlay

H. Flood Zone: The property is located in Flood Zones X, which is a low-risk flood zone, and X-Shaded, which is a moderate-risk flood zone.

I. Evacuation Zone: This property is in Evacuation Zone C, which is the third level to evacuate in preparation for a storm. Zone C is evacuated when storm surge height is predicted to be up to 20 feet.

J. Vicinity Characteristics:

	Zoning	Land Use	Existing Use
North	B-1	RM	Multi-Family Residential
South	M-1	IL	Industrial Uses
East	B-1	RM	Multi-Family Residential
West	M-1	IL	Industrial and Commercial Uses

II. APPLICABLE CRITERIA / CONSIDERATIONS

A. Land Use Designation / Comprehensive Plan Policies:

1. Land Use Purpose / Intent:

It is the purpose of this category to depict those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide communitywide and countywide commercial goods and services; and to recognize such areas as primarily consistent with the need, relationship to adjoining uses and with the objective of encouraging a consolidated, concentrated commercial center providing for the full spectrum of commercial uses.

2. Key Standards:

Use Characteristics – *Those uses appropriate to and consistent with this category include:*

Primary Uses – *Office; Personal Service/Office Support; Retail Commercial; Commercial/Business Service; Wholesale/Distribution (Class A); Storage/Warehouse (Class A); Temporary Lodging.*

Secondary Uses – *Commercial Recreation; Residential; Residential Equivalent; Institutional; Transportation/Utility; Recreation/Open Space; Research/Development; Light Manufacturing/Assembly (Class A)*

Locational Characteristics – *This category is generally appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; and in areas in proximity to and with good access to major transportation facilities, including mass transit.*

Density/Intensity Standards – *Shall include the following:*

Residential Use – *Shall not exceed 24 dwelling units per acre.*

3. Relevant Policies:

OBJECTIVE LU.1.10

The City shall continue to foster the revitalization of areas confronted with slum or blighting conditions.

POLICY LU.1.10.8

The Land Development Regulations shall promote a variety of housing types and densities, innovative designs, clustering of units, supportive accessory uses, optimal use of landscaping and buffering, and a system of active and passive open space within the CRD.

OBJECTIVE LU.1.12

The City shall continue to encourage innovative land development techniques, including planned unit developments and other mixed-use development and redevelopment techniques, in order to achieve the following objectives:

- a. *Encourage development that is compatible with the natural environment and the overall vision of the community*
- b. *Provide vibrant and safe walkable areas*
- c. *Concentrate growth in relatively discrete areas that are compatible with the community character*
- d. *Place housing in proximity to employment opportunities, services, and amenities*
- e. *Establish urban areas that support transportation choices other than privately-owned vehicles and are more efficiently served by transit*
- f. *Establish well-designed urban environments that create vibrant, livable places*
- g. *Provide locations that create a range of housing opportunities and choices, including the provision of affordable housing*
- h. *Provide urban areas that incorporate well-designed open and public spaces*
- i. *Encourage a pattern of land use that is more efficient in the use of energy and reduces the emission of greenhouse gases.*

OBJECTIVE LU.1.13

The Land Development Code shall provide for a variety of residential uses and housing opportunities.

POLICY LU.1.13.1

The character of distinct functional neighborhoods, recognized as stable living areas, shall be preserved in the development and redevelopment of the community.

POLICY LU.1.13.2

Promote, through the use of development regulations, innovative designs, variety of housing types and densities, clustering of units, supportive accessory uses, transportation alternatives, optimal use of landscaping and buffering, and a system of active and passive open space.

POLICY LU.1.13.6

Encourage infill residential development that is consistent and compatible with surrounding land uses.

POLICY LU.1.14.4

Foster residential development and redevelopment at an intensity and scale that is compatible with proximate residential neighborhoods.

OBJECTIVE H.1.1

The City will support the provision of an adequate supply of dwelling units in a variety of types, locations and costs to meet the current and projected housing needs of all residents.

4. Staff Analysis:

The proposed RPUD for 25 single family attached dwellings would promote infill residential development that is compatible with surrounding land uses, and the development would promote a variety of housing types and opportunities in the area.

Staff finds that the proposed development meets is consistent with the use characteristics of the Commercial General (CG) land use designation, and meets the purpose and intent of the designation and the Comprehensive Plan.

B. Zoning District / Land Development Code Standards:

1. Zoning District Purpose / Intent:

The "B-1" General Commercial District is established to identify and provide those geographic areas within the City of Pinellas Park that are appropriate for the development and maintenance of a general commercial environment with supportive medium density residential. This district is intended for a wide variety of consumer-oriented commercial uses and activities located in proximity to major thoroughfares and to residential concentrations, together with accessory uses and public facilities customary to or required for such an environment. This district is appropriate for areas designated on the Official Land Use Plan Map as either Residential Medium (RM), Residential/Office/Retail (R/O/R), Residential/Office General (R/OG), Commercial General (CG), Commercial Recreation (CR), Resort Facilities High (RFH) or Community Redevelopment District (CRD).

The Planned Unit Development District (PUD) serves as an overlay to existing zoning classifications. In this role, the PUD provides an alternative to conventional zoning districts, at the property owner's option. The PUD may be established at appropriate locations and in accordance with the Comprehensive Plan and Land Development Regulations of the City of Pinellas Park. In fulfillment of this intent, the PUD provides standards and guidelines by which flexibility may be accomplished so that:

- (A) A creative approach may be taken for the development of large tracts of land and the redevelopment of older, smaller areas.*
- (B) More open space may be accomplished than would be possible through the strict application of the provisions of this Article.*
- (C) Land may be used more efficiently, resulting in smaller networks of utilities and streets, consequently reducing construction and maintenance costs.*
- (D) Harmonious development of the site and the surrounding areas, community facilities, and traffic circulation can be encouraged.*
- (E) Non-traditional lot layout or site design may be permitted.*

The development guidelines are provided as a basis from which a typical PUD can proceed. However, City Council retains the absolute authority to establish limitations and regulations thereon for the benefit of the public health, welfare and safety, and may modify these guidelines based on the merits of the

project, the character of the surrounding area and potential adverse impacts on this area, size, configuration, and natural features of the land to be developed, adequacy of off-site improvements, traffic impact and nature of the proposed development. Where there are conflicts between these PUD regulations and general zoning, subdivision, or other applicable regulations of the City of Pinellas Park, those adopted by and shown on an adopted Master Plan, as defined herein, shall govern.

2. Key Standards:

SECTION 18-1520. - "B-1" GENERAL COMMERCIAL DISTRICT

Sec. 18-1520.2. - DENSITY REGULATIONS.

Multi-family dwellings are permitted at a maximum density of 15.0 units per net acre when assigned a Land Use Plan Map classification of RM (multi-family dwellings only), R/OG, CG or CRD. Multi-family dwellings are permitted at a maximum density of 18 units per net acre when assigned a Land Use Plan Map classification of R/O/R. As an incentive to develop mixed use developments or affordable housing on parcels assigned a Land Use Plan Map classification of CG or CRD, City Council may, in its sole discretion and if it determines that additional density will help promote mixed use developments or affordable housing on such parcels, approve up to 24 dwelling units per net acre subject to the following location criteria and development approval requirements.

Sec. 18-1520.3. - PERMITTED AND CONDITIONAL USES.

Land Use	Approval Type	Conditions
Dwellings, Single-family Attached	P	Subject to density limitations in section 18-1520.2

Sec. 18-1520.4. - DIMENSIONAL AND AREA REGULATIONS.

(A) MINIMUM LOT REQUIREMENTS.

1. Lot Area: Fifteen thousand (15,000) square feet.
2. Lot Width: One hundred (100) feet.
3. Lot Depth: One hundred fifty (150) feet.
4. Lots of record not meeting the lot area, width, or depth requirements of this section and having been of record prior to September 26, 1963 may be used for a permitted or conditional use provided that all other dimensional regulations will apply.

(B) MINIMUM YARD SETBACK REQUIREMENTS.

1. Front Yard Setback: Twenty (20) feet.
2. Secondary Front Yard Setback: Twenty (20) feet.
3. Side Yard Setback: Five (5) feet; ten (10) feet is required if abutting a residential zoning district.
4. Rear Yard Setback: Fifteen (15) feet.
5. For corner, double frontage and multiple frontage lots, see Section 18-1503.7 "Yard Determinations."
6. Refer to Section 18-1503.8 for measurement of yard setbacks on lots adjacent to rights-of-way of insufficient width.
7. Refer to Section 18-1504.3(G)(2) for special yard setbacks for additions to buildings in existence as of August 14, 1997.

(C) MAXIMUM LOT COVERAGE. Seventy-five (75) percent.

(D) MINIMUM FLOOR AREA.

3. Multi-Family Dwellings:
 - a. Efficiency: Four hundred fifty (450) square feet.
 - b. One-bedroom: Five hundred fifty (550) square feet.
 - c. Two-bedroom: Six hundred fifty (650) square feet.
 - d. Three-bedroom: Eight hundred (800) square feet.

(E) MAXIMUM BUILDING HEIGHT. Height fifty (50) feet excluding mechanical and or elevator penthouse (additional height may be granted as a conditional use).

(F) MINIMUM BUILDING SEPARATION. See Section 18-1530.17, "Minimum Building Separation."

SECTION 18-1529. - PLANNED UNIT DEVELOPMENT DISTRICT

Sec. 18-1529.8. - RESIDENTIAL PUD.

(A) **LOCATION.** The Residential PUD (RPUD) overlay shall only be assigned to those areas where the underlying zoning district(s) permit residential development and the primary intended use of the property is residential.

(B) **USES.** The uses permitted in RPUD districts shall be limited to those "permitted" or "conditional uses" allowed by the underlying zoning district and Land Use Plan Map designation existing on the subject property at the time of application to rezone to RPUD. In addition to those "permitted" and "conditional uses", the following uses may be approved:

1. Duplex dwellings.
2. Multifamily dwellings.
3. Zero lot line dwellings.
4. Nursing homes, convalescent homes and sanitariums.
5. Community Residential Home (more than fourteen (14) residents).
6. Attached singled family dwellings.
7. Conditional uses shall adhere to the applicable provisions of Section 18-1531 of this Article.
8. Nonresidential uses are permitted only in RPUD's of five (5) acres or more and shall include only those uses allowed as a permitted or conditional use by the underlying zoning district and Land Use Plan Map category. For parcels located within the Residential/Office/Retail (ROR) land use plan map category, public/semi-public uses shall not exceed a maximum area of three (3) acres for "Transportation/Utility Uses" and five (5) acres for "Institutional Uses" (except that Public Educational Facilities are not subject to this threshold).

(C) **DIMENSIONAL REGULATIONS.**

1. Lot Area, Lot Depth and Width, Setback Regulations, Height Requirements. See underlying Zoning District for dimensional regulation guidelines.
2. Should the established regulations be inappropriate for non-traditional lot layout or site design (i.e. mixed use development, cluster homes, zero lot line, etc.) the following guidelines are established.
 - (a) No minimum lot size. However, justification for the deviation from established regulations of the underlying zoning district shall be provided. In addition, residential developments which propose lot areas less than the minimum lot sizes shall provide usable open space based on the difference between the stated minimum lot area and the proposed lot area, said open space to be located within said plat or phase where the alternative style is proposed.
 - (b) Structural setbacks. In determining flexible setbacks, a variety of criteria will be considered including, but not limited to, the character of the surrounding area (zoning and existing land uses), size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development.

Exception: Zero lot line development shall meet the following minimum setback requirements:

- (1) Side Yard Setbacks: Zero (0) feet on one side and five (5) feet on the other.
- (2) No openings may be located in the on-the-line-wall.
- (3) The on-the-line-wall shall be constructed with low maintenance decorative masonry or masonry veneer, or any other material as permitted by the adopted Florida Building Code based on type of construction.
- (4) The on-the-line wall shall not be located adjacent to a public right-of-way.
- (5) An easement for maintenance purposes shall be provided.

(c) **Height.** Flexibility in building height will be allowed provided that the proposed height is compatible with the surrounding neighborhood. Increased setbacks and buffering to compensate for added building height may be considered to reduce the impact on abutting properties.

(d) **Minimum Livable Floor Area.**

Single-Family Attached		Multi-Family	
# of Bedrooms	Required Interior Floor Space	# of Bedrooms	Required Interior Floor Space
Efficiency	650	Efficiency	500
One (1)	750	One (1)	650
Two (2)	850	Two (2)	750
Three (3) or more	1,000	Three (3)	900

Single-Family Detached: One thousand (1,000) square feet.

Zero Lot Line: Eight hundred fifty (850) square feet.

(D) **DENSITY.** *The net density of the PUD shall not exceed that allowed by the underlying zoning districts unless subject to a density bonus authorized by this Chapter in conformance with the comprehensive plan.*

(E) **RECREATIONAL FACILITIES.**

1. *At the time of consideration of the Master Plan for an RPUD, City Council will review the suitability of any recreational facilities proposed for the development. This review will be based on the size of the development, the demographics of the anticipated population, and proximity to existing or proposed public recreational facilities.*
2. *The location, type, and size of the proposed recreational facilities as well as their development schedule shall be incorporated into the Master Plan.*
3. *After review of the proposed recreational facilities, City Council may approve the recreational facilities as proposed or may approve alternative types and locations of recreational facilities.*
4. *Parkland dedication credit for any recreational facilities provided as part of the RPUD shall be calculated pursuant to Article 3 of this Land Development Code.*
5. **Onsite Meeting Hall.**
 - (a) *In any RPUD of eighty (80) residential units or more and which has a homeowners or condominium association which requires an annual meeting, an onsite meeting hall shall be provided.*
 - (b) *The meeting hall shall be large enough to accommodate the number of unit owners which constitute a quorum as established in Florida Statutes or by the bylaws of the homeowners association or condominium.*
 - (c) *The requirement for an onsite meeting hall may be waived by City Council upon a finding that the size and nature of the development, the demographics of the anticipated population, and the availability of adequate alternative meeting locations render the requirement of an onsite meeting hall unnecessary.*

3. Staff Analysis:

The proposed RPUD meets the purpose and intent of the B-1 Zoning District and PUD overlay requirements. The applicant is proposing 25 single-family attached dwellings, which is permitted per the zoning district. The RPUD overlay will allow for no minimum lot size and flexibility from the setback requirements due to the character of the surrounding area, size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development. Additionally, the B-1 Zoning District is compatible with the CG land use.

C. Project Application Review Committee (PARC) Comments:

The application was discussed at the June 27, 2023 PARC meeting by all relevant departments/divisions. Below are Staff comments and concerns, with the applicant's response:

- The landscape buffer to the north is proposed to be a VUA buffer; technically in this area landscaping is not required. However, with residential abutting residential, staff recommends that landscaping be provided for additional buffering.
The Applicant will keep the buffer at code minimum.
- With these being proposed as townhomes, how will the property be split?
The proposed townhome lots will consist of the individual units with zero internal structure setbacks.
- Is the bus stop, just east of the property within the right-of-way, proposed to be enhanced?
No enhancement to the bus stop is proposed.
- The property to the north has an existing sewer that the subject property could utilize and possibly be a cost savings. However, that may require the existing lines to be updated to handle more flow.
It is easier for the developer to tie into the sewer as shown on the plans.
- There is no reclaimed water on site, so landscape irrigation would require a well.
The Applicant will make sure that they provide a well for irrigation.

IV. SUMMARY

A. Findings:

Based on the information and analysis contained in this report, staff finds as follows:

1. Development of 25 single-family attached townhomes on the site would meet density requirements;
2. The proposed development meets the intent and regulations of the General Commercial (B-1) Zoning District, per Section 18-1520 of the Land Development Code; and
3. The request is consistent with the Goals, Objectives, and Policies of the adopted Comprehensive Plan.

B. Staff Recommendation:

Consistent with the above identified findings, and subject to such additional findings of fact as are established at a public hearing, staff recommends **APPROVAL** of case numbers PUD-0623-00008.



Erica Lindquist, AICP, CFM
Planning & Development Services Director

8/24/23
Date



Nick A. Colonna, AICP, Community Development Administrator
or Aaron Petersen, Asst. Community Development Administrator

8/25/2023
Date

V. ACTION

PLANNING AND ZONING COMMISSION – MOVE TO:

- A. RECOMMEND APPROVAL
- B. RECOMMEND APPROVAL WITH THE FOLLOWING CONDITION(S):
- C. RECOMMEND DENIAL

...a Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision.

VI. ATTACHMENTS

- Exhibit A: Affidavit of Ownership with Legal Description
- Exhibit B: Narrative Summary
- Exhibit C: Survey
- Exhibit D: Master Plan
- Exhibit E: Landscape Plan
- Exhibit F: Floor Plan and Elevations
- Exhibit G: Aerial Map
- Exhibit H: Land Use Map
- Exhibit I: Zoning Map
- Exhibit J: Flood Insurance Rate Map

CITY OF PINELLAS PARK
AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAMES OF ALL PROPERTY OWNERS:

Pinellas Community Housing Foundation
aka Bright Community Trust (11/4/2013)

being first duly sworn, depose(s) and say(s):

1. That (I am / we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

Bryan Dairy Rd, Pinellas Park, FL 33773 / 18-30-16-66301-000-0080

LEGAL DESCRIPTION OF PROPERTY: (Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach.)

PARK CENTRE CONDO N'LY PT OF UNITS 6, 7, & 8 DESC BEG NW COR OF SD LOT 8 TH N89D58'01"E 585.94FT TH S00D05'17"E 89.52FT TH CUR RT RAD 3409.90FT ARC 470.57FT CB S80D35'52"W 470.20FT TH S84D33'04"W 122.71FT TH N00D00'55"W 177.65FT TO POB

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida for (NATURE OF REQUEST):

Site plan approval - New PUD

3. That the undersigned (has / have) appointed and (does / do) appoint Philippe Beau as (his / their) agent(s) to execute any petitions or other documents necessary to affect such application.
4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives entering upon the property to make inspections as are necessary to visualize site conditions and/or determine compatibility.



SIGNED (PROPERTY OWNER 1)

SIGNED (PROPERTY OWNER 2)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization, this 25 day of MAY, 2023.

By FRANK WELLS, PRESIDENT/OWNER, who is
(Name of person acknowledging and title of position)

personally known to me or who has produced KADUNA
(Type of identification)
as identification and who DID / DID NOT take an oath.

Notary Public, Commission No. HH 191455



(Name of Notary- typed, printed or stamped)



RENEE WELCH
Commission # HH 191455
Expires November 20, 2025
Bonded Thru Budget Notary Services

(SEAL ABOVE)

LEGAL DESCRIPTION

THAT PORTION OF UNITS 6, 7, & 8. PARK CENTRE, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 79, PAGE 60, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF BRYAN DAIRY ROAD, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NORTHWEST) CORNER OF AFORESAID UNIT 8, RUN N 89°58'01" E ALONG THE NORTH LINE THEREOF, FOR A DISTANCE OF 585.94 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 00°05'17" E ALONG THE EAST BOUNDARY OF SAID UNIT 8, FOR A DISTANCE OF 89.52 FEET TO A NON-TANGENT POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BRYAN DAIRY ROAD, A RADIAL TO SAID POINT BEING S 13°21'20" E; THENCE SOUTHWESTERLY, 470.57 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 3409.90 FEET, THROUGH A CENTRAL ANGLE OF 07°54'25", A CHORD BEARING AND DISTANCE OF S 80°35'52" W, 470.20 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE S 84°33'04" W, FOR A DISTANCE OF 122.71 FEET TO A POINT OF INTEREST INTERSECTION WITH THE WEST LINE OF AFORESAID UNIT 7; THENCE N 00°00'55" W ALONG SAID WEST LINE AND ALONG THE WEST LINE OF AFORESAID UNIT 8, FOR A DISTANCE OF 177.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.901 ACRES (82,813 SQUARE FEET) OF LAND MORE OR LESS.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUL 18 2008

PINELLAS COMMUNITY HOUSING
FOUNDATION INC
C/O REBECCA L HEIST
911 CHESTNUT ST
CLEARWATER, FL 33756

Employer Identification Number:
26-2352365
DLN:
17053109337028
Contact Person:
DOROTHY M LAWRENCE ID# 31450
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 03, 2008
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
September 30, 2012
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

BRIGHT COMMUNITY TRUST, INC.
2605 Enterprise Road East, Suite 230
Clearwater, Florida 33759

February 19, 2014

Via fax to 855-204-6184

Internal Revenue Service
ATTN: TEGE Unit 4024
Cincinnati, OH 4599


Re: Name Change and Address Change of Existing Business with FEIN
FEIN: 26-2352365

Dear Sir/Madam:

This letter comes as a request to update the business name for FEIN: 26-2352365. The former name of the company is PINELLAS COUMMUNITY HOUSING FOUNDATION, INC. The new name of the company is BRIGHT COMMUNITY TRUST, INC. A copy of the filed amendment to the Articles of Incorporation is enclosed.

Please update the FEIN file to reflect this name and send us a notification letter. Thank you.

Sincerely,


Sheri Harris
Chief Operating Officer

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2024

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2024 calendar year, or tax year beginning and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization BRIGHT COMMUNITY TRUST, INC		D Employer identification number 26-2352365
	Doing business as		E Telephone number 727-474-8441
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	11923 OAK TRAIL WAY		G Gross receipts \$ 1,049,389.
	City or town, state or province, country, and ZIP or foreign postal code PORT RICHEY, FL 34668		
F Name and address of principal officer: FRANCIS WELLS 11923 OAK TRAIL WAY, PORT RICHEY, FL 34668		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number	

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **HTTPS://WWW.THEBRIGHTWAY.ORG/**

K Form of organization: Corporation Trust Association Other **L** Year of formation: **2008** **M** State of legal domicile: **FL**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: UTILIZE LAND TRUSTS AS A VEHICLE TO FACILITATE THE OWNERSHIP AND DEVELOPMENT OF AFFORDABLE HOUSING.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	7
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	7
	5 Total number of individuals employed in calendar year 2024 (Part V, line 2a)	5	4
	6 Total number of volunteers (estimate if necessary)	6	7
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	885,111.	498,524.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	703,987.	250,596.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	602,312.	29,410.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	-112,655.	-143,360.
		2,078,755.	635,170.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	540,450.	482,102.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25)	0.	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	629,269.	114,416.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,169,719.	596,518.	
19 Revenue less expenses. Subtract line 18 from line 12	909,036.	38,652.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	14,886,531.	15,554,573.
	22 Net assets or fund balances. Subtract line 21 from line 20	750,281.	1,600,728.
		14,136,250.	13,953,845.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	FRANCIS WELLS, PRESIDENT				
Paid Preparer Use Only	Preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	SAM A. LAZZARA	<i>Sam A. Lazzara</i>	6/17/2025		P01342929
Firm's name RIVERO, GORDIMER & COMPANY, P.A.			Firm's EIN 59-3040705		
Firm's address 201 N. FRANKLIN ST., SUITE 2200 TAMPA, FL 33602			Phone no. (813) 875-7774		

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III []

1 Briefly describe the organization's mission: TO UTILIZE LAND TRUSTS AS A VEHICLE TO FACILITATE THE OWNERSHIP AND DEVELOPMENT OF AFFORDABLE HOUSING PROJECTS WITHIN THE STATE OF FLORIDA.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 492,771. including grants of \$) (Revenue \$ 107,236.) BRIGHT COMMUNITY TRUST'S FOCUS IS THE DEVELOPMENT OF NEW CONSTRUCTION HOMES FOR RENT OR SALE TO WORK FORCE AND LOWER INCOME FAMILIES. UTILIZING A COMMUNITY LAND TRUST THE PROPERTIES STAY AFFORDABLY ATTAINABLE FOR GENERATIONS. EDUCATION AND ONGOING MENTORSHIP IS PROVIDED TO THE HOMEBUYER/HOMEOWNER.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 492,771.

Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Yes, No. Rows include questions 1 through 21 regarding organizational requirements and reporting.

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question ID, Question Text, and Yes/No columns. Rows include questions 22 through 38 regarding grants, compensation, tax-exempt bonds, excess benefits, and other IRS filings.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V []

Table with 3 columns: Question ID, Question Text, and Yes/No columns. Rows include questions 1a, 1b, and 1c regarding Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No columns. Includes questions 2a through 17 regarding employee reporting, tax returns, unrelated business income, foreign accounts, prohibited transactions, and charitable contributions.

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 5 columns: Question, 1a, 1b, Yes, No. Rows include questions about voting members, family relationships, management delegation, significant changes, asset diversion, members, and meeting documentation.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 5 columns: Question, Yes, No. Rows include questions about local chapters, written policies, conflict of interest, whistleblower policy, document retention, and compensation review.

Section C. Disclosure

Table with 2 columns: Question, Answer. Rows include questions about states requiring Form 990, public inspection of forms, and availability of governing documents.

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) FRANCIS WELLS CEO/PRESIDENT	40.00			X				138,239.	0.	18,797.
(2) RENEE WELCH CFO	40.00			X				108,493.	0.	20,042.
(3) THOMAS SHELLY CHAIRMAN	3.00	X						0.	0.	0.
(4) DR. ROBERT ARNOLD SECRETARY	2.00	X						0.	0.	0.
(5) CLIVE KOFI HUNT AT-LARGE	1.00	X						0.	0.	0.
(6) JULIE LAWRENCE DIRECTOR	1.00	X						0.	0.	0.
(7) EDDIE PELHAMN DIRECTOR	1.00	X						0.	0.	0.
(8) SHANIQUA ROSE DIRECTOR	1.00	X						0.	0.	0.
(9) IRVIN SIMPSON DIRECTOR	1.00	X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal							246,732.	0.	38,839.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							246,732.	0.	38,839.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 2

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	498,524.				
	g Noncash contributions included in lines 1a-1f	1g	\$ 286,027.				
	h Total. Add lines 1a-1f		498,524.				
Program Service Revenue	2 a FEES FOR SERVICES	Business Code					
		531390	118,129.	118,129.			
	b LAND LEASE INCOME	531390	67,141.	67,141.			
	c RENT REVENUE	531110	65,326.	65,326.			
	d						
	e						
	f All other program service revenue	531390					
g Total. Add lines 2a-2f		250,596.					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		29,410.			29,410.	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real				
			(ii) Personal				
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities				
			(ii) Other				
	b Less: cost or other basis and sales expenses	7b					
c Gain or (loss)	7c						
d Net gain or (loss)							
8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a						
b Less: direct expenses	8b						
c Net income or (loss) from fundraising events							
9 a Gross income from gaming activities. See Part IV, line 19	9a						
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a		260,437.				
			414,219.				
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory			-153,782.	-153,782.			
Miscellaneous Revenue	11 a MISCELLANEOUS REVENUE	Business Code					
		531390	10,422.	10,422.			
	b						
	c						
	d All other revenue						
e Total. Add lines 11a-11d		10,422.					
12 Total revenue. See instructions		635,170.	107,236.	0.	29,410.		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	246,732.	223,937.	22,795.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	137,746.	125,020.	12,726.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	65,184.	59,162.	6,022.	
10 Payroll taxes	32,440.	29,443.	2,997.	
11 Fees for services (nonemployees):				
a Management	6,705.	6,705.		
b Legal				
c Accounting	22,000.		22,000.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion				
13 Office expenses	13,140.		13,140.	
14 Information technology				
15 Royalties				
16 Occupancy	5,100.		5,100.	
17 Travel	9,387.	9,387.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	21,128.	21,128.		
23 Insurance	17,558.		17,558.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a CONSULTING FEES	17,000.	17,000.		
b BANK FEES	1,409.		1,409.	
c MISCELLANEOUS REVENUE	989.	989.		
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	596,518.	492,771.	103,747.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)
		Beginning of year		End of year
Assets	1 Cash - non-interest-bearing	907,908.	1	699,308.
	2 Savings and temporary cash investments	1,897.	2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	120.	4	27,260.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	609,775.	8	1,103,781.
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 13,716,424.		
	b Less: accumulated depreciation	10b	13,364,031.	10c 13,716,424.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	2,800.	15	7,800.
16 Total assets. Add lines 1 through 15 (must equal line 33)	14,886,531.	16	15,554,573.	
Liabilities	17 Accounts payable and accrued expenses	65,533.	17	242,652.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	684,748.	23	1,358,076.
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	750,281.	26	1,600,728.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions		27	
	28 Net assets with donor restrictions	14,136,250.	28	13,953,845.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	14,136,250.	32	13,953,845.
	33 Total liabilities and net assets/fund balances	14,886,531.	33	15,554,573.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

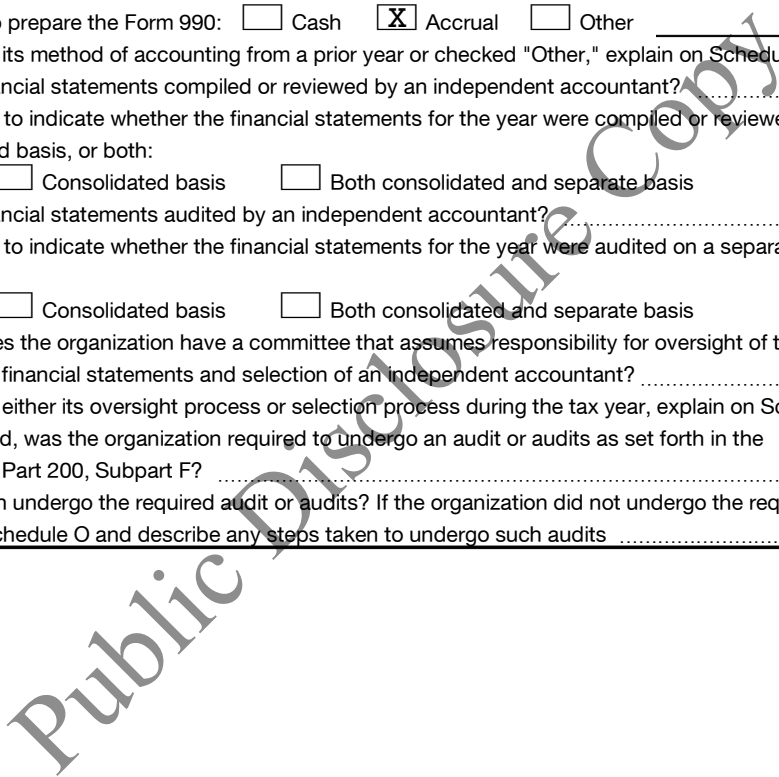
1	Total revenue (must equal Part VIII, column (A), line 12)	1	635,170.
2	Total expenses (must equal Part IX, column (A), line 25)	2	596,518.
3	Revenue less expenses. Subtract line 2 from line 1	3	38,652.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	14,136,250.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	-221,057.
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	13,953,845.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:		
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
b Were the organization's financial statements audited by an independent accountant?	X	
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:		
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?		X
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Form 990 (2024)



SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

Name of the organization BRIGHT COMMUNITY TRUST, INC	Employer identification number 26-2352365
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Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	161,243.	1155154.	417,608.	885,111.	498,524.	3117640.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	161,243.	1155154.	417,608.	885,111.	498,524.	3117640.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						3117640.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4	161,243.	1155154.	417,608.	885,111.	498,524.	3117640.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	1,383.	308.	319.	10,860.	29,410.	42,280.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						3159920.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f))	14	98.66 %
15 Public support percentage from 2023 Schedule A, Part II, line 14	15	99.47 %
16a 33 1/3% support test - 2024. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input checked="" type="checkbox"/>
b 33 1/3% support test - 2023. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2024. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2023. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Gross receipts from admissions; 3 Gross receipts from activities that are not an unrelated trade or business; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total. Add lines 1 through 5; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons; 8 Public support. (Subtract line 7c from line 6.)

Section B. Total Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 10b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on; 12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.); 13 Total support. (Add lines 9, 10c, 11, and 12.)

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Row 15: Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f)) 15 %; Row 16: Public support percentage from 2023 Schedule A, Part III, line 15 16 %

Section D. Computation of Investment Income Percentage

Table with 2 columns: Line number, Percentage. Row 17: Investment income percentage for 2024 (line 10c, column (f), divided by line 13, column (f)) 17 %; Row 18: Investment income percentage from 2023 Schedule A, Part III, line 17 18 %

19a 33 1/3% support tests - 2024. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

19b 33 1/3% support tests - 2023. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	Yes	No
2a		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2024 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1	Distributable amount for 2024 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2024 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2024		
a	From 2019		
b	From 2020		
c	From 2021		
d	From 2022		
e	From 2023		
f	Total of lines 3a through 3e		
g	Applied to under distributions of prior years		
h	Applied to 2024 distributable amount		
i	Carryover from 2019 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2024 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2024 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2025. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2020		
b	Excess from 2021		
c	Excess from 2022		
d	Excess from 2023		
e	Excess from 2024		

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Public Disclosure Copy

Schedule B (Form 990)

(Rev. December 2024) Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

Name of the organization

BRIGHT COMMUNITY TRUST, INC

Employer identification number

26-2352365

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

[X] 501(c)(3) (enter number) organization

[] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

[] 527 political organization

Form 990-PF

[] 501(c)(3) exempt private foundation

[] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization BRIGHT COMMUNITY TRUST, INC	Employer identification number 26-2352365
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	<hr/> <hr/> <hr/> <hr/>	\$ 169,596.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
2	<hr/> <hr/> <hr/> <hr/>	\$ 116,431.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Public Disclosure Copy

Name of organization BRIGHT COMMUNITY TRUST, INC	Employer identification number 26-2352365
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Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
1	2 PROPERTIES _____ _____ _____	\$ 169,596.	04/22/24
2	4 PROPERTIES _____ _____ _____	\$ 116,431.	05/13/24
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____

Public Disclosure Copy

Name of organization BRIGHT COMMUNITY TRUST, INC	Employer identification number 26-2352365
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

Public Disclosure Copy

SCHEDULE D
(Form 990)

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

BRIGHT COMMUNITY TRUST, INC

Employer identification number

26-2352365

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area

Protection of natural habitat Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included on line 2a	2c
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

Yes No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 \$ _____

(ii) Assets included in Form 990, Part X \$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 \$ _____

b Assets included in Form 990, Part X \$ _____

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) (Rev. 12-2024)

LHA 432051 01-02-25

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).
- a** Public exhibition
 - b** Scholarly research
 - c** Preservation for future generations
 - d** Loan or exchange program
 - e** Other _____
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|--|-----------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a** Board designated or quasi-endowment _____ %
 - b** Permanent endowment _____ %
 - c** Term endowment _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|---------------|----|
| (i) Unrelated organizations? | 3a(i) | |
| (ii) Related organizations? | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? <input type="checkbox"/> | 3b | |
- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		13,716,424.		13,716,424.
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B))				13,716,424.

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B))	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B))	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII...

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	635,170.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	635,170.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)		5	635,170.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	596,518.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	596,518.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)		5	596,518.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

BRIGHT COMMUNITY TRUST, INC. (BCT) IS A NON-PROFIT ORGANIZATION THAT IS EXEMPT FROM INCOME TAXES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE AND CLASSIFIED BY THE INTERNAL REVENUE SERVICE AS OTHER THAN A PRIVATE FOUNDATION. BCT IS REQUIRED TO OPERATE IN CONFORMITY WITH THE INTERNAL REVENUE CODE TO MAINTAIN ITS TAX EXEMPTION. MANAGEMENT BELIEVES THAT BCT IS CURRENTLY IN COMPLIANCE WITH THE APPLICABLE REQUIREMENTS OF THE INTERNAL REVENUE CODE. THEREFORE, NO LIABILITY FOR UNCERTAIN TAX POSITIONS HAS BEEN INCLUDED IN THE ACCOMPANYING FINANCIAL STATEMENTS. THE ORGANIZATION'S FEDERAL INFORMATION RETURNS ARE GENERALLY OPEN FOR EXAMINATION FOR THREE YEARS FOLLOWING THE DATE FILED.

Part XIII Supplemental Information *(continued)*

Public Disclosure Copy

**SCHEDULE J
(Form 990)**

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization **BRIGHT COMMUNITY TRUST, INC** Employer identification number **26-2352365**

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|--|
| <input type="checkbox"/> Compensation committee | <input type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? **4a**
- b** Participate in or receive payment from a supplemental nonqualified retirement plan? **4b**
- c** Participate in or receive payment from an equity-based compensation arrangement? **4c**
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? **5a**
- b** Any related organization? **5b**
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? **6a**
- b** Any related organization? **6b**
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III **7**

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III **8**

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)? **9**

	Yes	No
1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) (Rev. 12-2024)

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) FRANCIS WELLS CEO/PRESIDENT	(i)	138,239.	0.	0.	18,797.	0.	157,036.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
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	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Public Disclosure Copy

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2024

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organizations answered "Yes" on Form 990, Part IV, line 29 or 30.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization **BRIGHT COMMUNITY TRUST, INC** Employer identification number **26-2352365**

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other				
15 Real estate - Residential	X	11	286,027.	FAIR MARKET VALUE
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ()				
26 Other ()				
27 Other ()				
28 Other ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement **29**

	Yes	No
30a During the year, did the organization receive by contribution any property reported on Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2024

Part II

Supplemental Information. Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

Lined area for supplemental information.

Public Disclosure Copy

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public
Inspection

Name of the organization BRIGHT COMMUNITY TRUST, INC	Employer identification number 26-2352365
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FORM 990, PART VI, SECTION A, LINE 8B:
THE ORGANIZATION DID NOT HAVE ANY STANDING COMMITTEES DURING 2024.

FORM 990, PART VI, SECTION B, LINE 11B:
FORM 990 IS PRESENTED AND REVIEWED WITH ALL BOARD MEMBERS PRIOR TO SIGNING AND FILING THE RETURN.

FORM 990, PART VI, SECTION B, LINE 12C:
ESTABLISHED POLICY IS THAT CONFLICT FORM WILL BE READ, COMPLETED AND SIGNED BY OFFICERS, DIRECTORS AND BOARD MEMBERS TO ACKNOWLEDGE ADHERENCE TO THE CONFLICT OF INTEREST POLICY AND TO DISCLOSE ANY RELATED PARTY ISSUES. BOARD MEETING PACKETS ARE PROVIDED TO EACH BOARD MEMBER PRIOR TO THE SCHEDULE MEETING FOR REVIEW. WHEN THE MEETING IS CALLED TO ORDER, EACH MEMBER MUST VERBALLY ACKNOWLEDGE "NO CONFLICT" TO THE MEETING AGENDA OR DECLARE THE CONFLICT(S), IF KNOWN.

FORM 990, PART VI, SECTION B, LINE 15:
COMPENSATION FOR OFFICERS AND KEY EMPLOYEES IS INDUSTRY RESEARCHED FOR SIMILAR ORGANIZATIONS, IN THE SAME DEMOGRAPHIC AREA WITH COMPARABLE TITLES AND RESPONSIBILITIES. FINANCIAL REPORTS ALONG WITH BUDGETS AND FORECASTS ARE REVIEWED. THE PROPOSED SALARY COMPENSATION IS PRESENTED TO VOTING MEMBERS OF THE BOARD TO APPROVE, DENY OR ADJUST.

FORM 990, PART VI, SECTION C, LINE 19:
GOVERNING DOCUMENTS AND FINANCIAL STATEMENTS ARE AVAILABLE UPON REQUEST.

FORM 990, PART XII, LINE 2C
THE CHIEF EXECUTIVE OFFICER IS RESPONSIBLE FOR THE SELECTION OF THE INDEPENDENT CPA FIRM. THE CHIEF FINANCIAL OFFICER MEETS WITH THE SELECTED INDEPENDENT CPA FIRM PRIOR TO THE START OF THE AUDIT TO DISCUSS THE PLANNED APPROACH AND THE SERVICES THAT THE SELECTED FIRM WILL PROVIDE THE CHIEF FINANCIAL OFFICER HAS THE RESPONSIBILITY FOR THE CONDUCT OF THE ANNUAL FINANCIAL STATEMENT AUDITS. AT THE CONCLUSION OF THE AUDIT, THE CPA FIRM MEETS WITH THE EXECUTIVE BOARD TO DISCUSS THE RESULTS OF THE AUDIT. THE BOARD WILL VOTE TO APPROVE AND ACCEPT THE AUDITED FINANCIALS. IN ADDITION, THE BOARD OF DIRECTORS ALONG WITH THE CHIEF EXECUTIVE OFFICER IS RESPONSIBLE FOR: ENSURING THAT ADEQUATE INTERNAL CONTROLS ARE IN PLACE TO SAFEGUARD THE ASSETS OF THE ORGANIZATION, REVIEWING THE MONTHLY FINANCIAL STATEMENTS; AND FOR MONITORING RISK MANAGEMENT AND COMPLIANCE PRACTICES OF THE ORGANIZATION. THIS PROCESS HAS NOT CHANGED FROM THE PRIOR YEAR.

**Application for Extension of Time To File an Exempt Organization
Return or Excise Taxes Related to Employee Benefit Plans**

Department of the Treasury
Internal Revenue Service

File a separate application for each return.
Go to www.irs.gov/Form8868 for the latest information.

Electronic filing (e-file). You can electronically file Form 8868 to request up to a 6-month extension of time to file any of the forms listed below except for Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts. An extension request for Form 8870 must be sent to the IRS in a paper format (see instructions). For more details on the electronic filing of Form 8868, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Part I - Identification

Type or Print	Name of exempt organization, employer, or other filer, see instructions. BRIGHT COMMUNITY TRUST, INC	Taxpayer identification number (TIN) 26-2352365
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 11923 OAK TRAIL WAY	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. PORT RICHEY, FL 34668	

Enter the Return Code for the return that this application is for (file a separate application for each return) 01

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 4720 (other than individual)	09
Form 4720 (individual)	03	Form 5227	10
Form 990-PF	04	Form 6069	11
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 8870	12
Form 990-T (trust other than above)	06	Form 5330 (individual)	13
Form 990-T (corporation)	07	Form 5330 (other than individual)	14
Form 1041-A	08	Form 990-T (governmental entities)	15

• After you enter your Return Code, complete either Part II or Part III. Part III, including signature, is applicable only for an extension of time to file Form 5330.

• If this application is for an extension of time to file Form 5330, you must enter the following information.

Plan Name _____
Plan Number _____
Plan Year Ending (MM/DD/YYYY) _____

Part II - Automatic Extension of Time To File for Exempt Organizations (see instructions)

The books are in the care of **RENEE WELCH CFO**
11923 OAK TRAIL WAY - PORT RICHEY, FL 34668

Telephone No. **727-474-8441** Fax No. _____

- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four-digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until **NOVEMBER 15**, 20 **25**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
 calendar year 20 **24** or
 tax year beginning _____, 20 _____, and ending _____, 20 _____

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return
 Change in accounting period

3a If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BRIGHT COMMUNITY TRUST, INC**

A Nonprofit Corporation

The undersigned, desiring to form a corporation not for profit under Chapter 617, Florida Statutes hereby certifies:

**ARTICLE I
NAME AND ADDRESS**

The name of this corporation is BRIGHT COMMUNITY TRUST, INC. The mailing address and principal office of the corporation is 2605 Enterprise Road East, Suite 230, Clearwater, Florida 33759

**ARTICLE II
DURATION**

The duration of this corporation is perpetual.

**ARTICLE III
PURPOSES, RIGHTS AND POWERS**

1. This Corporation is organized and shall be operated as a corporation not for profit, for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended ("Code"), or by an organization, contributions to which are deductible under Code Section 170(c)(2) and for the benefit of the LOCAL FLORIDA GOVERNMENTS, or any other qualified organizations, as hereinafter defined, selected by the Directors of the Corporation, in furtherance of the purposes of the previously-named organizations. An organization is a "qualified organization" for purposes of these Articles only if it is described in Code Sections 501(c)(3), 509(a)(1) and 509(a)(2).
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall be empowered to make the election authorized under Code Section 501 (h). The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office

3. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Code Section 501 (c)(3).
4. Solely for the above purposes, this Corporation is empowered to exercise all rights and powers conferred by the laws of the State of Florida upon corporations not for profit, including, but without limitation thereon, to receive gifts, bequests and contributions in any form, to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes.

ARTICLE IV LIMITATIONS

No part of the net earnings or income of this Corporation shall inure to the benefit of or be distributed to its directors, officers or to any private individual, but this Corporation shall be empowered and authorized to pay reasonable compensation for services rendered and to make distributions in furtherance of the purposes set forth in ARTICLE III hereof. It is intended that this Corporation shall have and continue to have the status of a corporation which is exempt from federal income taxation under Code Section 501(a) as an organization described in Code Sections 509(a)(1), 509(a)(2) or 509(a)(3).

ARTICLE V DISTRIBUTION OF ASSETS ON DISSOLUTION

In the event the Corporation dissolves, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of this Corporation, distribute all remaining assets of this Corporation exclusively to "charitable organizations," as described herein, or should be distributed to the federal, state, or local governments for one or more public purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for one or more exempt or public purposes. A "qualified organization" is an organization described in Code Sections 501(c)(3), 509(a)(1) and 509(a)(2).

ARTICLE VI MEMBERS; DIRECTORS

1. The Corporation shall not have any members or shareholders.
2. The term, voting rights, qualifications and procedures for election of Directors shall be set forth in this Corporation's Bylaws. The Board of Directors shall be empowered to direct the management of the business and affairs of this Corporation and to exercise all rights and powers granted to this Corporation under these Articles, the Corporation's Bylaws and the laws of the State of Florida.

ARTICLES VII
OFFICERS

1. Officers. The officers of this Corporation shall consist of a Chairman of a President, one or more Vice-Presidents, a Treasurer, a Secretary and such Assistant Treasurers, Assistant Secretaries and other officers of this Corporation as the Board of Directors deems necessary.

2. Election and Term of Office. The Board of Directors shall elect officers at each Annual Meeting of the Board of Directors, and may at any meeting fill any officer vacancy.

3. Powers and Duties. The officers shall be empowered to manage the business and affairs of this Corporation under the direction of the Board of Directors. The powers and duties of each officer shall be as set forth in the Bylaws and, except as otherwise provided in the Bylaws, each officer shall be entitled to exercise all of the rights and powers granted to such officer by the laws of the State of Florida.

ARTICLES VIII
AMENDMENT OF ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended by affirmative vote of two-thirds (2/3) in number of the Directors present at a quorum at any meeting of the Board of Directors or by the written consent thereto by two-thirds (2/3) in number of the presently serving Directors without the necessity of a meeting. Amendments to these Articles of Incorporation may be proposed by any Director.

ARTICLES IX
BYLAWS

The Bylaws of this Corporation shall be adopted at the first meeting of the Board of Directors by the affirmative vote of two-thirds (2/3) in number of the Directors. The Bylaws may be amended or repealed by the affirmative vote of two-thirds (2/3) in number of the Directors at a quorum at any meeting of the Board of Directors, or, by the written consent thereto by two-thirds (2/3) in number of the presently serving Directors without the necessity of a meeting. Amendments or repeal to the Bylaws may be proposed by and Director.

ARTICLE X
INTERNAL REVENUE CODE SECTIONS

Any reference in these Articles to a section of the Internal Revenue Code of 1986 shall be interpreted to include reference to the corresponding provisions of any applicable future Internal Revenue Law of the United States.

ARTICLE XI
INDEMNIFICATION

Each Director and each officer or former Director or former officer of this Corporation may be indemnified and may be advanced reasonable expenses by this Corporation against liabilities imposed upon him or her and reasonable expenses incurred him or her in connection with any claim against him or her, or, any action, suit or proceeding to which he or she may be a party by reason of his or her being, or, having been, such Director or officer and against such sum as independent counsel selected by the Directors shall deem reasonable payment made in settlement of any such claim, actions, suit or proceeding primarily with the view of avoiding expenses of litigation; provided, however, that no Director or officer shall be indemnified; (a) with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in performance of duty; (b) with respect to any matters which shall be settled by the payment of sums which independent counsel selected by the Directors shall not deem reasonable payment made primarily with a view to avoiding expenses of litigation; or (c) with respect to matters for which such indemnification would be against public policy. Such rights of indemnification shall be in addition to any other rights to which Directors or officers may be entitled under any bylaw, agreement, corporate resolutions, vote of Directors or otherwise. This Corporation shall have the power to purchase or maintain, at its cost and expense, insurance on behalf of such persons to the fullest extent permitted by the Article and applicable state law.

ARTICLE XII
REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is 2605 Enterprise Road East, Clearwater, Florida 33759 and the name of this registered agent of this Corporation is ANTHONY JONES.

ARTICLE XIII
INCORPORATORS

The names and addresses of the persons signing the original Articles were:

<u>Name</u>	<u>Address</u>
Rodney Fischer	600 Cleveland Street, Suite 800 Clearwater, Florida 33755
Anthony Jones	600 Cleveland Street, Suite 800 Clearwater, Florida 33755
Richard Perkins	600 Cleveland Street, Suite 800 Clearwater, Florida 33755

The names and addresses of the Directors/Officers signing these Restated Articles are:

<u>Name</u>	<u>Address</u>
Roxanne Amoroso	2605 Enterprise Road East, Suite 230 Clearwater, Florida 33759
Thomas E Shelly	2605 Enterprise Road East, Suite 230 Clearwater, Florida 33759
Dr. Robert Arnold	2605 Enterprise Road East, Suite 230 Clearwater, Florida 33759

IN WITNESS WHEREOF, the undersigned have subscribed their names this 28

day of JUNE, 2018, Clearwater, Florida.

WITNESSES:

Roxanne Amoroso

Thomas E Shelly

Dr. Robert Arnold

Roxanne Amoroso

Name

Thomas E Shelly

Name

Robert Arnold

Name

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND STREET ADDRESS FOR SERVICE OF PROCESS
WITHIN FLORIDA**

Pursuant to Fla. Stat. 48.091, BRIGHT COMMUNITY TRUST, INC., desiring to organize under the laws of the State of Florida, hereby designates ANTHONY JONES, located at 2605 Enterprise Road East, Suite 230, Clearwater, Florida 33759, as its registered agent to accept service of process within the State of Florida.

ACCEPTANCE OF DESIGNATION

The undersigned hereby accepts the above designation as registered agent to accept service of process for the above-named corporation, at the place designated above, and agrees to comply with the provisions of Fla. Stat. 48.09 (2) relative to maintaining an office for the service of process.

Date: JUNE 28, 2018



ANTHONY JONES

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BRIGHT COMMUNITY TRUST, INC**

Whereas, the Board of Directors of Bright Community Trust, Inc. desire to accept the content of the Amended and Restated Articles of Incorporation.

Whereas, it has been determined that no members or shareholders is entitled to vote on the Amended and Restated Articles of Incorporation.

It is hereby resolved that the Amended and Restated Articles of Incorporation are approved and adopted on this 8th Day of May 2018, by the Board of Directors of the Corporation as authorized by the Bylaws.

A handwritten signature in black ink, appearing to be "R. M. Welch", written over a horizontal line.

Secretary



Prepared by: Megan Montesino
Development Review Manager

I. APPLICATION DATA

- A. Case Number:** PUD-0623-00008
- B. Location:** Parcel No. 18-30-16-66301-000-0080
- C. Request:** Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision at Parcel No. 18-30-16-66301-000-0080.
- D. Applicant:** Patricia Montecki with Arcturus Group, LLC.
- E. Agent:** N/A
- F. Owner:** Pinellas County Surplus Land Trust-Bryan Dairy DRJ and Pinellas Community Housing Foundation Inc TRE.
- G. Legal Ad Text:** Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision at Parcel No. 18-30-16-66301-000-0080.
- H. PARC Meeting:** June 27, 2023
- I. Public Hearings:**

Planning & Zoning Commission Hearing Date: October 5, 2023
Advertising Date: September 20, 2023

City Council (1st Hearing) Date: November 9, 2023

City Council Hearing Date: November 21, 2023
Advertising Date: November 8, 2023

II. BACKGROUND INFORMATION

A. Case Summary:

The applicant is requesting a Residential Planned Unit Development (RPUD) overlay for the 1.901-acre parcel, which is currently zoned General Commercial (B-1) with a RPUD Overlay and a land use designation of Commercial General (CG). The RPUD will be for the development of 25 Single-Family (attached) Dwellings, which is permitted in the B-1 Zoning District. The B-1 zoning allows for a maximum density of 15 units per acre, which permits a maximum of 28 units. The applicant is proposing to develop 25 two-story single-family attached units, which is consistent with the B-1 zoning and CG land use designation.

Per the Applicant, the proposed design is to use the parcel for development of 25 townhomes, each of which has 3 bedrooms, 2 bathrooms, and an ADA compliant first floor. The homes will be marketed to young couples and retirees. The units will be architecturally pleasing from the front, which is visible from the Bryan Dairy Road overpass. The back of the property will be an outdoor space. The front of the homes will be designed with noise-reduction windows, and the backyards abut a residential apartment complex and face away from the road. In addition, the homes will be shielded at parking level by a heavily landscaped buffer to create a wall of greenspace and reduce noise levels from the road. Additionally, landscaping is proposed in front of the homes, as well as a sidewalk leading to and around the retention pond.

The development is being proposed as an RPUD to allow no minimum lot sizes and reduced setbacks for developing townhome style lots. Per Section 18-1529.8., regarding RPUDs, the applicant is allowed to request no minimum lot size and flexibility from the setback requirements due to the character of the surrounding area, size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development. The proposed townhome lots will consist of the individual units with zero internal structure setbacks.

B. Site Area: 82,813 square feet / 1.901 acres

C. Property History:

The parcel was platted in 1984 as part of the Park Centre Condo subdivision, a replat of the Pinellas Farms Plat of 1911. The site was acquired by Pinellas County in 1994, and a portion was utilized for the expansion of Bryan Dairy Road. The site had contained a retail plaza prior to Pinellas County's purchase; however, the plaza was demolished in 1994 once Pinellas County took ownership.

In 2007, a Planned Unit Development (PUD) application was approved by City Council for a PUD overlay and the adoption of a Master Plan for the development of 33 Multi-Family Dwelling units. The following conditions were approved with the PUD:

- Minimum setbacks shall be as illustrated on the Master Plan for the development. (Setbacks shall be as follows: Front - 23 feet; Side - 15 feet; and Rear - 20.)
- Criteria assigned to the subdivision, in notes on the approved site plan, shall be accepted as governing regulations for the development. All regulations not addressed herein shall revert to Code in effect at the time of "PUD" Planned Unit Development adoption.

Since the PUD from 2007 was never constructed, it has since expired.

D. Existing Use: Vacant / Undeveloped

E. Proposed Use: Residential

F. Future Land Use: Commercial General (CG)

G. Zoning District: General Commercial (B-1) with RPUD Overlay

H. Flood Zone: The property is located in Flood Zones X, which is a low-risk flood zone, and X-Shaded, which is a moderate-risk flood zone.

I. Evacuation Zone: This property is in Evacuation Zone C, which is the third level to evacuate in preparation for a storm. Zone C is evacuated when storm surge height is predicted to be up to 20 feet.

J. Vicinity Characteristics:

	Zoning	Land Use	Existing Use
North	B-1	RM	Multi-Family Residential
South	M-1	IL	Industrial Uses
East	B-1	RM	Multi-Family Residential
West	M-1	IL	Industrial and Commercial Uses

II. APPLICABLE CRITERIA / CONSIDERATIONS

A. Land Use Designation / Comprehensive Plan Policies:

1. Land Use Purpose / Intent:

It is the purpose of this category to depict those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide communitywide and countywide commercial goods and services; and to recognize such areas as primarily consistent with the need, relationship to adjoining uses and with the objective of encouraging a consolidated, concentrated commercial center providing for the full spectrum of commercial uses.

2. Key Standards:

Use Characteristics – *Those uses appropriate to and consistent with this category include:*

Primary Uses – *Office; Personal Service/Office Support; Retail Commercial; Commercial/Business Service; Wholesale/Distribution (Class A); Storage/Warehouse (Class A); Temporary Lodging.*

Secondary Uses – *Commercial Recreation; Residential; Residential Equivalent; Institutional; Transportation/Utility; Recreation/Open Space; Research/Development; Light Manufacturing/Assembly (Class A)*

Locational Characteristics – *This category is generally appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; and in areas in proximity to and with good access to major transportation facilities, including mass transit.*

Density/Intensity Standards – *Shall include the following:*

Residential Use – *Shall not exceed 24 dwelling units per acre.*

3. Relevant Policies:

OBJECTIVE LU.1.10

The City shall continue to foster the revitalization of areas confronted with slum or blighting conditions.

POLICY LU.1.10.8

The Land Development Regulations shall promote a variety of housing types and densities, innovative designs, clustering of units, supportive accessory uses, optimal use of landscaping and buffering, and a system of active and passive open space within the CRD.

OBJECTIVE LU.1.12

The City shall continue to encourage innovative land development techniques, including planned unit developments and other mixed-use development and redevelopment techniques, in order to achieve the following objectives:

- a. *Encourage development that is compatible with the natural environment and the overall vision of the community*
- b. *Provide vibrant and safe walkable areas*
- c. *Concentrate growth in relatively discrete areas that are compatible with the community character*
- d. *Place housing in proximity to employment opportunities, services, and amenities*
- e. *Establish urban areas that support transportation choices other than privately-owned vehicles and are more efficiently served by transit*
- f. *Establish well-designed urban environments that create vibrant, livable places*
- g. *Provide locations that create a range of housing opportunities and choices, including the provision of affordable housing*
- h. *Provide urban areas that incorporate well-designed open and public spaces*
- i. *Encourage a pattern of land use that is more efficient in the use of energy and reduces the emission of greenhouse gases.*

OBJECTIVE LU.1.13

The Land Development Code shall provide for a variety of residential uses and housing opportunities.

POLICY LU.1.13.1

The character of distinct functional neighborhoods, recognized as stable living areas, shall be preserved in the development and redevelopment of the community.

POLICY LU.1.13.2

Promote, through the use of development regulations, innovative designs, variety of housing types and densities, clustering of units, supportive accessory uses, transportation alternatives, optimal use of landscaping and buffering, and a system of active and passive open space.

POLICY LU.1.13.6

Encourage infill residential development that is consistent and compatible with surrounding land uses.

POLICY LU.1.14.4

Foster residential development and redevelopment at an intensity and scale that is compatible with proximate residential neighborhoods.

OBJECTIVE H.1.1

The City will support the provision of an adequate supply of dwelling units in a variety of types, locations and costs to meet the current and projected housing needs of all residents.

4. Staff Analysis:

The proposed RPUD for 25 single family attached dwellings would promote infill residential development that is compatible with surrounding land uses, and the development would promote a variety of housing types and opportunities in the area.

Staff finds that the proposed development meets is consistent with the use characteristics of the Commercial General (CG) land use designation, and meets the purpose and intent of the designation and the Comprehensive Plan.

B. Zoning District / Land Development Code Standards:

1. Zoning District Purpose / Intent:

The "B-1" General Commercial District is established to identify and provide those geographic areas within the City of Pinellas Park that are appropriate for the development and maintenance of a general commercial environment with supportive medium density residential. This district is intended for a wide variety of consumer-oriented commercial uses and activities located in proximity to major thoroughfares and to residential concentrations, together with accessory uses and public facilities customary to or required for such an environment. This district is appropriate for areas designated on the Official Land Use Plan Map as either Residential Medium (RM), Residential/Office/Retail (R/O/R), Residential/Office General (R/OG), Commercial General (CG), Commercial Recreation (CR), Resort Facilities High (RFH) or Community Redevelopment District (CRD).

The Planned Unit Development District (PUD) serves as an overlay to existing zoning classifications. In this role, the PUD provides an alternative to conventional zoning districts, at the property owner's option. The PUD may be established at appropriate locations and in accordance with the Comprehensive Plan and Land Development Regulations of the City of Pinellas Park. In fulfillment of this intent, the PUD provides standards and guidelines by which flexibility may be accomplished so that:

- (A) A creative approach may be taken for the development of large tracts of land and the redevelopment of older, smaller areas.*
- (B) More open space may be accomplished than would be possible through the strict application of the provisions of this Article.*
- (C) Land may be used more efficiently, resulting in smaller networks of utilities and streets, consequently reducing construction and maintenance costs.*
- (D) Harmonious development of the site and the surrounding areas, community facilities, and traffic circulation can be encouraged.*
- (E) Non-traditional lot layout or site design may be permitted.*

The development guidelines are provided as a basis from which a typical PUD can proceed. However, City Council retains the absolute authority to establish limitations and regulations thereon for the benefit of the public health, welfare and safety, and may modify these guidelines based on the merits of the

project, the character of the surrounding area and potential adverse impacts on this area, size, configuration, and natural features of the land to be developed, adequacy of off-site improvements, traffic impact and nature of the proposed development. Where there are conflicts between these PUD regulations and general zoning, subdivision, or other applicable regulations of the City of Pinellas Park, those adopted by and shown on an adopted Master Plan, as defined herein, shall govern.

2. Key Standards:

SECTION 18-1520. - "B-1" GENERAL COMMERCIAL DISTRICT

Sec. 18-1520.2. - DENSITY REGULATIONS.

Multi-family dwellings are permitted at a maximum density of 15.0 units per net acre when assigned a Land Use Plan Map classification of RM (multi-family dwellings only), R/OG, CG or CRD. Multi-family dwellings are permitted at a maximum density of 18 units per net acre when assigned a Land Use Plan Map classification of R/O/R. As an incentive to develop mixed use developments or affordable housing on parcels assigned a Land Use Plan Map classification of CG or CRD, City Council may, in its sole discretion and if it determines that additional density will help promote mixed use developments or affordable housing on such parcels, approve up to 24 dwelling units per net acre subject to the following location criteria and development approval requirements.

Sec. 18-1520.3. - PERMITTED AND CONDITIONAL USES.

Land Use	Approval Type	Conditions
Dwellings, Single-family Attached	P	Subject to density limitations in section 18-1520.2

Sec. 18-1520.4. - DIMENSIONAL AND AREA REGULATIONS.

(A) MINIMUM LOT REQUIREMENTS.

1. Lot Area: Fifteen thousand (15,000) square feet.
2. Lot Width: One hundred (100) feet.
3. Lot Depth: One hundred fifty (150) feet.
4. Lots of record not meeting the lot area, width, or depth requirements of this section and having been of record prior to September 26, 1963 may be used for a permitted or conditional use provided that all other dimensional regulations will apply.

(B) MINIMUM YARD SETBACK REQUIREMENTS.

1. Front Yard Setback: Twenty (20) feet.
2. Secondary Front Yard Setback: Twenty (20) feet.
3. Side Yard Setback: Five (5) feet; ten (10) feet is required if abutting a residential zoning district.
4. Rear Yard Setback: Fifteen (15) feet.
5. For corner, double frontage and multiple frontage lots, see Section 18-1503.7 "Yard Determinations."
6. Refer to Section 18-1503.8 for measurement of yard setbacks on lots adjacent to rights-of-way of insufficient width.
7. Refer to Section 18-1504.3(G)(2) for special yard setbacks for additions to buildings in existence as of August 14, 1997.

(C) MAXIMUM LOT COVERAGE. Seventy-five (75) percent.

(D) MINIMUM FLOOR AREA.

3. Multi-Family Dwellings:
 - a. Efficiency: Four hundred fifty (450) square feet.
 - b. One-bedroom: Five hundred fifty (550) square feet.
 - c. Two-bedroom: Six hundred fifty (650) square feet.
 - d. Three-bedroom: Eight hundred (800) square feet.

(E) MAXIMUM BUILDING HEIGHT. Height fifty (50) feet excluding mechanical and or elevator penthouse (additional height may be granted as a conditional use).

(F) MINIMUM BUILDING SEPARATION. See Section 18-1530.17, "Minimum Building Separation."

SECTION 18-1529. - PLANNED UNIT DEVELOPMENT DISTRICT

Sec. 18-1529.8. - RESIDENTIAL PUD.

(A) **LOCATION.** *The Residential PUD (RPUD) overlay shall only be assigned to those areas where the underlying zoning district(s) permit residential development and the primary intended use of the property is residential.*

(B) **USES.** *The uses permitted in RPUD districts shall be limited to those "permitted" or "conditional uses" allowed by the underlying zoning district and Land Use Plan Map designation existing on the subject property at the time of application to rezone to RPUD. In addition to those "permitted" and "conditional uses", the following uses may be approved:*

1. Duplex dwellings.
2. Multifamily dwellings.
3. Zero lot line dwellings.
4. Nursing homes, convalescent homes and sanitariums.
5. Community Residential Home (more than fourteen (14) residents).
6. Attached singled family dwellings.
7. Conditional uses shall adhere to the applicable provisions of Section 18-1531 of this Article.
8. Nonresidential uses are permitted only in RPUD's of five (5) acres or more and shall include only those uses allowed as a permitted or conditional use by the underlying zoning district and Land Use Plan Map category. For parcels located within the Residential/Office/Retail (ROR) land use plan map category, public/semi-public uses shall not exceed a maximum area of three (3) acres for "Transportation/Utility Uses" and five (5) acres for "Institutional Uses" (except that Public Educational Facilities are not subject to this threshold).

(C) **DIMENSIONAL REGULATIONS.**

1. Lot Area, Lot Depth and Width, Setback Regulations, Height Requirements. See underlying Zoning District for dimensional regulation guidelines.
2. Should the established regulations be inappropriate for non-traditional lot layout or site design (i.e. mixed use development, cluster homes, zero lot line, etc.) the following guidelines are established.
 - (a) No minimum lot size. However, justification for the deviation from established regulations of the underlying zoning district shall be provided. In addition, residential developments which propose lot areas less than the minimum lot sizes shall provide usable open space based on the difference between the stated minimum lot area and the proposed lot area, said open space to be located within said plat or phase where the alternative style is proposed.
 - (b) Structural setbacks. In determining flexible setbacks, a variety of criteria will be considered including, but not limited to, the character of the surrounding area (zoning and existing land uses), size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development.

Exception: Zero lot line development shall meet the following minimum setback requirements:

- (1) Side Yard Setbacks: Zero (0) feet on one side and five (5) feet on the other.
- (2) No openings may be located in the on-the-line-wall.
- (3) The on-the-line-wall shall be constructed with low maintenance decorative masonry or masonry veneer, or any other material as permitted by the adopted Florida Building Code based on type of construction.
- (4) The on-the-line wall shall not be located adjacent to a public right-of-way.
- (5) An easement for maintenance purposes shall be provided.

(c) Height. Flexibility in building height will be allowed provided that the proposed height is compatible with the surrounding neighborhood. Increased setbacks and buffering to compensate for added building height may be considered to reduce the impact on abutting properties.

(d) Minimum Livable Floor Area.

Single-Family Attached		Multi-Family	
# of Bedrooms	Required Interior Floor Space	# of Bedrooms	Required Interior Floor Space
Efficiency	650	Efficiency	500
One (1)	750	One (1)	650
Two (2)	850	Two (2)	750
Three (3) or more	1,000	Three (3)	900

Single-Family Detached: One thousand (1,000) square feet.

Zero Lot Line: Eight hundred fifty (850) square feet.

(D) **DENSITY.** *The net density of the PUD shall not exceed that allowed by the underlying zoning districts unless subject to a density bonus authorized by this Chapter in conformance with the comprehensive plan.*

(E) **RECREATIONAL FACILITIES.**

1. *At the time of consideration of the Master Plan for an RPUD, City Council will review the suitability of any recreational facilities proposed for the development. This review will be based on the size of the development, the demographics of the anticipated population, and proximity to existing or proposed public recreational facilities.*
2. *The location, type, and size of the proposed recreational facilities as well as their development schedule shall be incorporated into the Master Plan.*
3. *After review of the proposed recreational facilities, City Council may approve the recreational facilities as proposed or may approve alternative types and locations of recreational facilities.*
4. *Parkland dedication credit for any recreational facilities provided as part of the RPUD shall be calculated pursuant to Article 3 of this Land Development Code.*
5. **Onsite Meeting Hall.**
 - (a) *In any RPUD of eighty (80) residential units or more and which has a homeowners or condominium association which requires an annual meeting, an onsite meeting hall shall be provided.*
 - (b) *The meeting hall shall be large enough to accommodate the number of unit owners which constitute a quorum as established in Florida Statutes or by the bylaws of the homeowners association or condominium.*
 - (c) *The requirement for an onsite meeting hall may be waived by City Council upon a finding that the size and nature of the development, the demographics of the anticipated population, and the availability of adequate alternative meeting locations render the requirement of an onsite meeting hall unnecessary.*

3. Staff Analysis:

The proposed RPUD meets the purpose and intent of the B-1 Zoning District and PUD overlay requirements. The applicant is proposing 25 single-family attached dwellings, which is permitted per the zoning district. The RPUD overlay will allow for no minimum lot size and flexibility from the setback requirements due to the character of the surrounding area, size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development. Additionally, the B-1 Zoning District is compatible with the CG land use.

C. Project Application Review Committee (PARC) Comments:

The application was discussed at the June 27, 2023 PARC meeting by all relevant departments/divisions. Below are Staff comments and concerns, with the applicant's response:

- The landscape buffer to the north is proposed to be a VUA buffer; technically in this area landscaping is not required. However, with residential abutting residential, staff recommends that landscaping be provided for additional buffering.
The Applicant will keep the buffer at code minimum.
- With these being proposed as townhomes, how will the property be split?
The proposed townhome lots will consist of the individual units with zero internal structure setbacks.
- Is the bus stop, just east of the property within the right-of-way, proposed to be enhanced?
No enhancement to the bus stop is proposed.
- The property to the north has an existing sewer that the subject property could utilize and possibly be a cost savings. However, that may require the existing lines to be updated to handle more flow.
It is easier for the developer to tie into the sewer as shown on the plans.
- There is no reclaimed water on site, so landscape irrigation would require a well.
The Applicant will make sure that they provide a well for irrigation.

IV. SUMMARY

A. Findings:

Based on the information and analysis contained in this report, staff finds as follows:

1. Development of 25 single-family attached townhomes on the site would meet density requirements;
2. The proposed development meets the intent and regulations of the General Commercial (B-1) Zoning District, per Section 18-1520 of the Land Development Code; and
3. The request is consistent with the Goals, Objectives, and Policies of the adopted Comprehensive Plan.

B. Staff Recommendation:

Consistent with the above identified findings, and subject to such additional findings of fact as are established at a public hearing, staff recommends **APPROVAL** of case numbers PUD-0623-00008.


Erica Lindquist, AICP, CFM
Planning & Development Services Director

8/24/23
Date


Nick A. Colonna, AICP, Community Development Administrator
or Aaron Petersen, Asst. Community Development Administrator

8/25/2023
Date

V. ACTION

PLANNING AND ZONING COMMISSION – MOVE TO:

- A. RECOMMEND APPROVAL**
- B. RECOMMEND APPROVAL WITH THE FOLLOWING CONDITION(S):**
- C. RECOMMEND DENIAL**

...a Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision.

VI. ATTACHMENTS

- Exhibit A:** Affidavit of Ownership with Legal Description
- Exhibit B:** Narrative Summary
- Exhibit C:** Survey
- Exhibit D:** Master Plan
- Exhibit E:** Landscape Plan
- Exhibit F:** Floor Plan and Elevations
- Exhibit G:** Aerial Map
- Exhibit H:** Land Use Map
- Exhibit I:** Zoning Map
- Exhibit J:** Flood Insurance Rate Map

**CITY OF PINELLAS PARK
AFFIDAVIT OF OWNERSHIP**

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAMES OF ALL PROPERTY OWNERS:

Pinellas Community Housing Foundation
aka Bright Community Trust (11/4/2013)

being first duly sworn, depose(s) and say(s):

1. That (I am / we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

Bryan Dairy Rd, Pinellas Park, FL 33773 / 18-30-16-66301-000-0080

LEGAL DESCRIPTION OF PROPERTY: (Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach.)

PARK CENTRE CONDO N'LY PT OF UNITS 6, 7, & 8 DESC BEG NW COR OF SD LOT 8 TH N89D58'01"E 585.94FT TH S00D05'17"E 89.52FT TH CUR RT RAD 3409.90FT ARC 470.57FT CB S80D35'52"W 470.20FT TH S84D33'04"W 122.71FT TH N00D00'55"W 177.65FT TO POB

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida for (NATURE OF REQUEST):

Site plan approval - New PUD

3. That the undersigned (has / have) appointed and (does / do) appoint Philippe Beau as (his / their) agent(s) to execute any petitions or other documents necessary to affect such application.
4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives entering upon the property to make inspections as are necessary to visualize site conditions and/or determine compatibility.



SIGNED (PROPERTY OWNER 1)

SIGNED (PROPERTY OWNER 2)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization, this 25 day of MAY, 2023.

By FRANK WELLS, PRESIDENT/OWNER, who is
(Name of person acknowledging and title of position)

personally known to me or who has produced KADONAL
(Type of identification)
as identification and who DID / DID NOT take an oath.

Notary Public, Commission No. HH 191455



(Name of Notary- typed, printed or stamped)



RENEE WELCH
Commission # HH 191455
Expires November 20, 2025
Bonded Thru Budget Notary Services

(SEAL ABOVE)

LEGAL DESCRIPTION

THAT PORTION OF UNITS 6, 7, & 8. PARK CENTRE, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 79, PAGE 60, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF BRYAN DAIRY ROAD, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NORTHWEST) CORNER OF AFORESAID UNIT 8, RUN N 89°58'01" E ALONG THE NORTH LINE THEREOF, FOR A DISTANCE OF 585.94 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 00°05'17" E ALONG THE EAST BOUNDARY OF SAID UNIT 8, FOR A DISTANCE OF 89.52 FEET TO A NON-TANGENT POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BRYAN DAIRY ROAD, A RADIAL TO SAID POINT BEING S 13°21'20" E; THENCE SOUTHWESTERLY, 470.57 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 3409.90 FEET, THROUGH A CENTRAL ANGLE OF 07°54'25", A CHORD BEARING AND DISTANCE OF S 80°35'52" W, 470.20 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE S 84°33'04" W, FOR A DISTANCE OF 122.71 FEET TO A POINT OF INTEREST INTERSECTION WITH THE WEST LINE OF AFORESAID UNIT 7; THENCE N 00°00'55" W ALONG SAID WEST LINE AND ALONG THE WEST LINE OF AFORESAID UNIT 8, FOR A DISTANCE OF 177.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.901 ACRES (82,813 SQUARE FEET) OF LAND MORE OR LESS.

Project: Bryan Dairy Road - 72nd Street to U.S. 19
PID No.: 920500

Prepared by and return to:
James R. Meloy, Real Property Division
509 East Avenue South
Clearwater, FL 33756

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009018427 01/27/2009 at 08:17 AM
OFF REC BK: 16479 PG: 1610-1614
DocType:GOV

COUNTY DEED

THIS DEED, made this 21 day of January, 2009, by PINELLAS COUNTY, Attention: Department of Real Estate Management, Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, Grantor, and the Pinellas Community Housing Foundation, Inc. a Florida nonprofit corporation, as Trustee of the Pinellas County Surplus Land Trust – Bryan Dairy Project, whose address is 600 Cleveland Street, Suite 800, Clearwater, Florida 33755, Grantee/Trustee.

WITNESSETH

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land lying and being in Pinellas County, Florida:

Lands described in legal description attached hereto as Exhibit "A" and by this reference made a part hereof.

At the request of the Grantee, Grantor does hereby remise and release unto the said Grantee forever, all right, title, interest, claim, and demand said Grantor has to the mineral rights (pursuant to Florida Statute 270.11) in, on, or under the lands described in Exhibit "A."

The Trustee shall have the full the power and authority as described in Exhibit B attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board, acting by the Chairman of said Board, the day and year first written above.

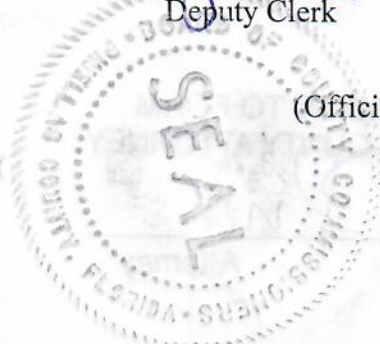
ATTEST: KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA
by and through its Board of County Commissioners

By: [Signature]
Deputy Clerk

By: [Signature]
Chairman

(Official Seal)



HOLDOVER FOR BOARD RECORDS

PINELLAS COUNTY PUBLIC WORKS
 DIVISION OF SURVEY AND MAPPING
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2347



SECTION(S) 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
 Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

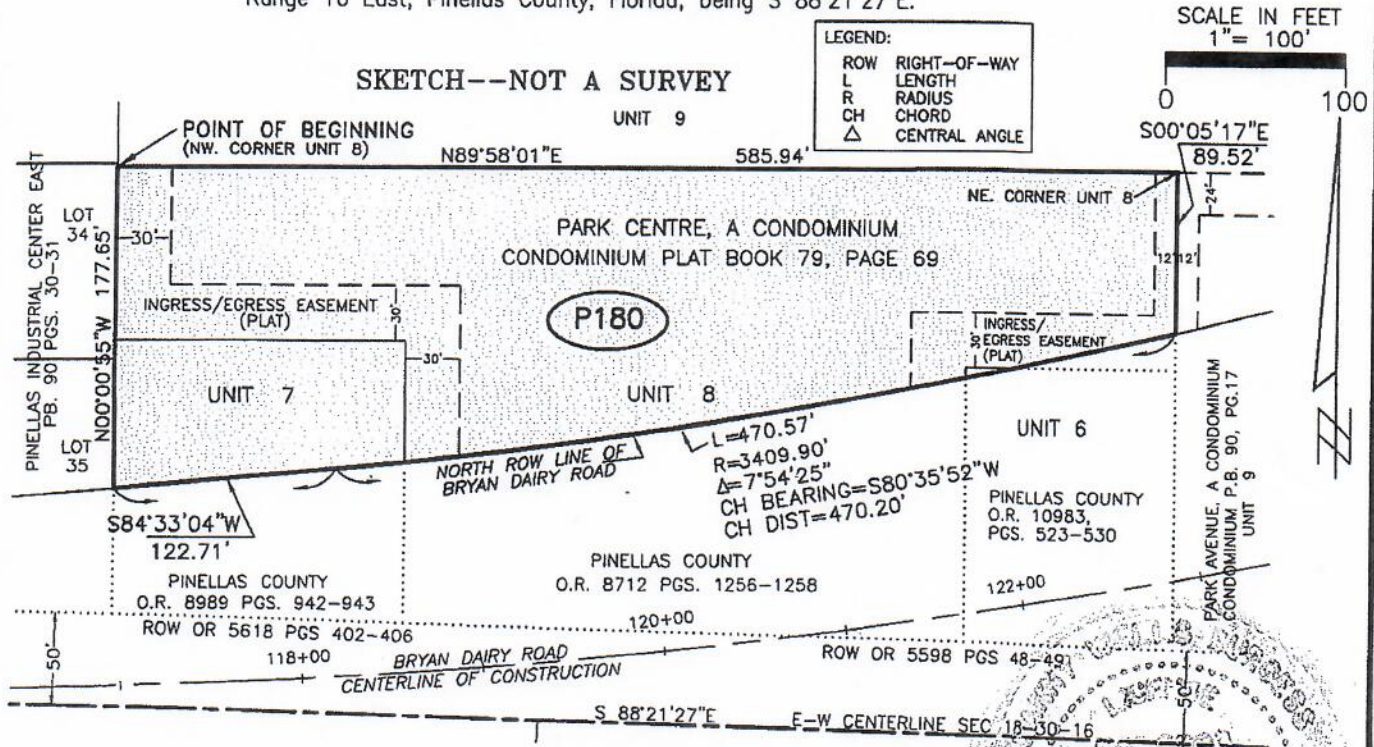
DESCRIPTION

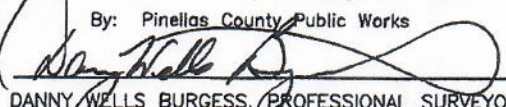
That portion of Units 6, 7, & 8, PARK CENTRE, A CONDOMINIUM, according to plat thereof, as recorded in Condominium Plat Book 79, Page 69, public records of Pinellas County, Florida, lying northerly of the North Right-of-Way line of Bryan Dairy Road, in the Northeast 1/4 of Section 18, Township 30 South, Range 16 East, Pinellas County, being more particularly described as follows:

BEGINNING at the Northwest corner of aforesaid Unit 8, run N 89°58'01"E along the North line thereof, for a distance of 585.94 feet to the Northeast corner thereof; thence S 00°05'17"E along the East boundary of said Unit 8, for a distance of 89.52 feet to a non-tangent Point of Intersection with the North Right-of-Way line of Bryan Dairy Road, a radial to said point being S 13°21'20"E; thence southwesterly, 470.57 feet along the arc of a curve, concave north, having a radius of 3409.90 feet, through a central angle of 7°54'25", a chord bearing and distance of S 80°35'52"W, 470.20 feet to a Point of Tangency; thence continuing along said North Right-of-Way line S 84°33'04"W, for a distance of 122.71 feet to a Point of Intersection with the West line of aforesaid Unit 7; thence N 00°00'55"W along said West line and along the West line of aforesaid Unit 8, for a distance of 177.65 feet to the POINT OF BEGINNING.

CONTAINING: 82,816 square feet or 1.901 acres more or less

BASIS OF BEARINGS: Bearings are assumed, based on the East-West centerline of Section 18, Township 30 South, Range 16 East, Pinellas County, Florida, being S 88°21'27"E.



CALCULATED BY: dwb	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief. By: Pinellas County Public Works  DATE <u>5/27/05</u> DANNY WELLS BURGESS, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5993 STATE OF FLORIDA, PHONE # (727) 464-8904
CHECKED BY: H.O.	
S.F.N.: 0366	

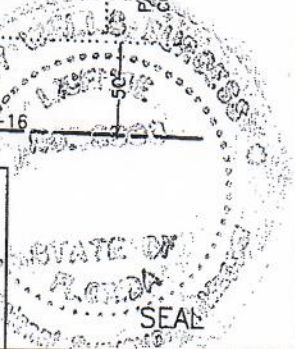


EXHIBIT "A"
 SHEET 1 OF 1

Parcel No.: P180

EXHIBIT B

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired I to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, 'to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, conveyor assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (a) that at the time of its delivery the trust created by this Indenture and by the Trust Agreement and Declaration of Trust was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture

and in the Trust Agreement and Declaration of Trust and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as persona representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

RESOLUTION NO. 09-13

RESOLUTION DECLARING A PORTION OF UNITS 6, 7 & 8, PARK CENTRE, A CONDOMINIUM, AS SURPLUS; GRANTING AUTHORIZATION TO CONVEY THE PROPERTY TO THE PINELLAS COMMUNITY HOUSING FOUNDATION, INC., TRUSTEE FOR THE COMMUNITY HOUSING PROGRAM

WHEREAS, the County owns the real property described in the County deed attached hereto as Exhibit A (the "Property"); and

WHEREAS, in accordance with Section 125.38, Florida Statutes, Pinellas County desires to declare the Property surplus and convey the Property to Pinellas Community Housing Foundation, Inc., a Florida nonprofit corporation, as trustee of the Pinellas County **Surplus Land Trust – Bryan Dairy Project** (the "Foundation"); and

WHEREAS, pursuant to Resolution No. 05-237, Chapter 38, Pinellas County Code, and the Interlocal Agreement dated April 12, 2006, as amended and restated, between Pinellas County and the Pinellas County Housing Finance Authority (the "HFA"), the County established a Community Housing Program (Program) wherein County-owned parcels designated as surplus shall be utilized for community housing; and

WHEREAS, in accordance with Section 125.38, Florida Statutes, the Property is not needed for other county purposes; and

WHEREAS, the HFA, on behalf of the Foundation, desires the Property for the Program and has petitioned the County, pursuant to Section 270.11, Florida Statutes for the conveyance of all mineral rights within the Property, as attached hereto as Exhibit B; and

WHEREAS, the County desires to convey the parcels and all mineral rights by County Deed, as attached hereto as Exhibit A, to the Foundation in accordance with the affordable housing goals of the County.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS of Pinellas County, Florida, in regular session duly assembled on this 20th day of January, 2009, acted as follows:

1. The Board has determined that it is in the best interest of the County to declare the Property surplus and convey the Property to the Foundation, for the purpose of affordable community housing.

2. In accordance with Section 125.38, Florida Statutes, the County shall directly convey the parcels by County Deed to the Foundation for One Dollar (\$1.00), as set forth hereinabove, with authorization for the Chairman and Clerk to execute, attest and to record the County Deed in the Public Records of Pinellas County, Florida.

Commissioner Latvala offered the foregoing resolution and moved its adoption, which was seconded by Commissioner Welch and upon roll call the vote was:

AYES: 7 Harris, Seel, Latvala, Morroni, Welch, Bostock, and Brickfield.

NAYS: 0

ABSENT AND NOT VOTING: 0

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

Prepared by and return to:
Michael T. Cronin, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756
Telephone: 727-461-1818

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009120913 05/08/2009 at 10:34 AM
OFF REC BK: 16578 PG: 598-600
DocType:DEED RECORDING: \$27.00
D DOC STAMP: \$0.70

QUIT CLAIM DEED

THIS INDENTURE is made on May 5, 2009 between PINELLAS COMMUNITY HOUSING FOUNDATION, INC., a Florida non profit corporation, whose mailing address is 600 Cleveland Street, Suite 800, Clearwater, FL 33755 ("Grantor") and PINELLAS COMMUNITY HOUSING FOUNDATION, INC., a Florida non profit corporation, AS TRUSTEE OF THE PINELLAS COUNTY SURPLUS LAND TRUST – BRYAN DAIRY PROJECT U/T/D 4/24/2009, whose post office address is 600 Cleveland Street, Suite 800, Clearwater, FL 33755 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto Grantee all the right, title, interest, claim and demand which Grantor has in and to the following described real property located in Pinellas County, Florida:

See Exhibit "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

WITNESSES:

PINELLAS COMMUNITY HOUSING FOUNDATION, INC., a Florida non profit corporation

George A. West
Print: George A. West

By: [Signature]

Daphne J. Johnson-McCluster
Print: Daphne J. Johnson-McCluster

STATE OF FLORIDA)

COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 5th day of May, 2009, by Anthony M. Jones, as President of PINELLAS COMMUNITY HOUSING FOUNDATION, INC., a Florida non profit corporation. He/She is personally known to me or has produced _____ as identification.

Deborah Hunt Halstead
Notary Public
Print name: Deborah Hunt Halstead

My commission expires:

49786.116176
#487696



PINELLAS COUNTY PUBLIC WORKS
 DIVISION OF SURVEY AND MAPPING
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2347



SECTION(S) 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
 Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

DESCRIPTION

That portion of Units 6, 7, & 8, PARK CENTRE, A CONDOMINIUM, according to plat thereof, as recorded in Condominium Plat Book 79, Page 69, public records of Pinellas County, Florida, lying northerly of the North Right-of-Way line of Bryan Dairy Road, in the Northeast 1/4 of Section 18, Township 30 South, Range 16 East, Pinellas County, being more particularly described as follows:

BEGINNING at the Northwest corner of aforesaid Unit 8, run N 89°58'01"E along the North line thereof, for a distance of 585.94 feet to the Northeast corner thereof; thence S 00°05'17"E along the East boundary of said Unit 8, for a distance of 89.52 feet to a non-tangent Point of Intersection with the North Right-of-Way line of Bryan Dairy Road, a radial to said point being S 13°21'20"E; thence southwesterly, 470.57 feet along the arc of a curve, concave north, having a radius of 3409.90 feet, through a central angle of 7°54'25", a chord bearing and distance of S 80°35'52"W, 470.20 feet to a Point of Tangency; thence continuing along said North Right-of-Way line S 84°33'04"W, for a distance of 122.71 feet to a Point of Intersection with the West line of aforesaid Unit 7; thence N 00°00'55"W along said West line and along the West line of aforesaid Unit 8, for a distance of 177.65 feet to the POINT OF BEGINNING.

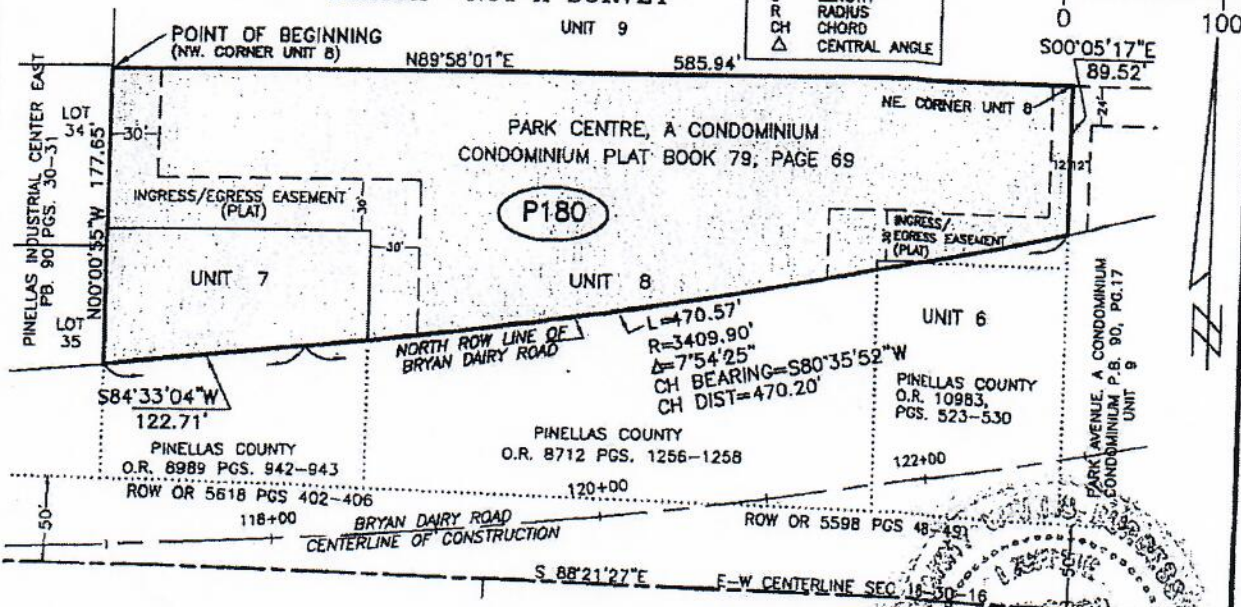
CONTAINING: 82,816 square feet or 1.901 acres more or less

BASIS OF BEARINGS: Bearings are assumed, based on the East-West centerline of Section 18, Township 30 South, Range 16 East, Pinellas County, Florida, being S 88°21'27"E.

SCALE IN FEET
 1" = 100'

SKETCH--NOT A SURVEY

LEGEND:
 ROW RIGHT-OF-WAY
 L LENGTH
 R RADIUS
 CH CHORD
 Δ CENTRAL ANGLE



CALCULATED BY: dwb
 CHECKED BY: H.O.
 S.F.N.: 0366
 The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
 By: Pinellas County Public Works
 DATE: 5/27/05
 DANNY WELLS BURGESS, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5993
 STATE OF FLORIDA, PHONE # (727) 464-8904

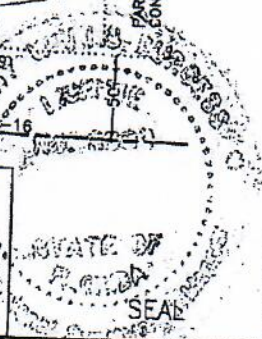


EXHIBIT "A"
 SHEET 1 OF 1

Parcel No.: P180



Bright Community Trust
11923 Oak Trail Way, Suite 111, Port Richey, FL 34668
Ph. (727) 475-1366 Fax (727) 223-5965

Greetings,

First, allow me to congratulate you on taking the first step of contacting our agency and thank you for your interest in Bright. Bright Community Trust..

This application is designed to pre-screen your income and determine that your total household income is within the required income limits provided by HUD. In order to provide effective and efficient services, please complete the intake form completely and clearly, as missing information will only hamper our ability to assist you.

Please submit the following for all household members along with the application:

1. Two current and consecutive paycheck stubs, regardless of pay frequency
2. Award letter for Social Security, Disability, Pension, etc. income
3. Proof of child support
4. If self-employed, 2 years tax returns and Year to Date Profit and Loss Statement
5. Most recent tax returns
6. One month of most recent bank statements, from all checking accounts
7. One month of most recent cash app statements, if applicable (Venmo, CashApp, PayPal, etc.)
8. One month of most recent bank statements from all savings accounts including CDs, Money Market Accounts, etc. Only include 401K or IRA accounts if you are making withdraws
9. Copy of driver's license(s)
10. Copy of minor birth certificate(s) *(to confirm they are not adults)*

Please Note:

Bright Community Trust cannot and will not guarantee the outcome of any situation.

We look forward to working with you and if there are questions or information you don't understand, please contact us.

Sincerely,

The Bright Team





Personal Information Client Intake Form

NOTE: If you have impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about housing counseling, please talk to your housing counselor about arranging alternative accommodations.

How did you learn about our housing counseling agency?

- Member of the staff
- HUD
- Friend/Family member
- Print/Radio ad
- Bank or mortgage servicer
- Other _____
- Religious or social organization
- Internet search

Part One. Your Biographic and Demographic Information Applicant 1 Information

Applicant 1: _____ <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <i>Last Name</i> <i>First Name</i> <i>MI</i> </div> Address: _____ _____ <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <i>City</i> <i>State</i> <i>Zip</i> </div>	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth: ____/____/____
Social Security # _____-_____-_____		

Email Address: _____ Preferred Contact Method: <input type="checkbox"/> Cell Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Email	Home Phone: () _____ - _____ Cell Phone: () _____ - _____ Best time to be reached: _____ am pm
--	--

Race: <input type="checkbox"/> American Indian <input type="checkbox"/> Asian <input type="checkbox"/> African-American <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Biracial or Multiracial <input type="checkbox"/> Other _____ <input type="checkbox"/> Decline to Answer Are you disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No Highest level of education: _____	Ethnicity: <input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic Veteran Status: <input type="checkbox"/> Active Duty <input type="checkbox"/> Retired <input type="checkbox"/> Spouse/Dependent <input type="checkbox"/> N/A
---	--

Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widow	1st Time Home Buyer? (Circle One) Yes or No
--	--

My household type is...

Single Adult Married Cohabiting Single Female-head of household Single Male-head of household
 Roommates/unrelated adults Living w/non-spousal family members i.e., parents, siblings Other _____

Family household size: _____ **Primary Language Spoken:** _____



Applicant 2 Information

Applicant 2: _____ <i>Last Name First Name MI</i>			Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth: ____/____/____
Address: _____ <i>City State Zip</i>			Social Security # ____ - ____ - ____	
Email Address: _____			Home Phone: () ____ - ____	
Preferred Contact Method:			Cell Phone: () ____ - ____	
<input type="checkbox"/> Cell Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Email			Best time to be reached: _____ am pm	
Race: <input type="checkbox"/> American Indian <input type="checkbox"/> Asian <input type="checkbox"/> African-American <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Biracial or Multiracial <input type="checkbox"/> Other _____ <input type="checkbox"/> Decline to Answer			Ethnicity: <input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic	
Are you disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No Highest level of education: _____			Veteran Status: <input type="checkbox"/> Active Duty <input type="checkbox"/> Retired <input type="checkbox"/> Spouse/Dependent <input type="checkbox"/> N/A	
Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widow				

Part Two. Other household information

(PLEASE FILL OUT THIS SECTION ONLY IF YOU ARE INTERESTED IN PURCHASING A BRIGHT COMMUNITY HOME)

OTHER HOUSEHOLD MEMBERS:

Name(s)	Social Security #	Date of Birth/Age	Relationship to Applicant

PLEASE LIST THE ADDRESSE(S) of the HOMES you are interested in purchasing:

1st Choice	
2nd Choice	



Part Four. Your Income Debt and Average Monthly Expenses

Please provide information regarding your income and household debts and expenses below. Remember, every number should represent a monthly calculation (not quarterly or annual).

Income Type	Applicant 1		Applicant 2	
	Monthly Income		Monthly Income	
	Gross (Before Taxes/Deductions)	Net (After Taxes/Deductions)	Gross (Before Taxes/Deductions)	Net (After Taxes/Deductions)
1. Salary/wage earnings	\$	\$	\$	\$
2. Rental Income	\$	\$	\$	\$
3. Child support/Alimony	\$	\$	\$	\$
4. Social Security	\$	\$	\$	\$
5. Pension Income	\$	\$	\$	\$
6. Dependent SSI income	\$	\$	\$	\$
7. Disability income	\$	\$	\$	\$
8. Unemployment Income	\$	\$	\$	\$
9. Public assistance income	\$	\$	\$	\$
10. Other:	\$	\$	\$	\$
11. Other:	\$	\$	\$	\$
Total:	\$	\$	\$	\$
Total COMBINED Gross:	\$			
Total COMBINED Net:	\$			

Type of Asset	Asset Value	Bank/Account	Annual Asset Income
		Total Annual Income:	



Average Monthly Debts	Name 1	Name 2
1. Rent	\$	\$
2. Mortgage (Principal and Interest)	\$	\$
3. Property Taxes, HOA, Insurance	\$	\$
4. Car Payment(s)	\$	\$
5. Car Insurance	\$	\$
6. Credit Cards (Total)	\$	\$
7. Childcare/daycare	\$	\$
8. Alimony/Child Support	\$	\$
9. School Tuition	\$	\$
10. Medical Debt:	\$	\$
11. Gas/Transportation	\$	\$
12. Household Utilities (Water, Electric, Gas, Trash, Landline, Cable)	\$	\$
13. Cell Phone(s)	\$	\$
14. Food (groceries + eating out)	\$	\$
15. Student Loan Debt	\$	\$
16. Tithing	\$	\$
17. Other:	\$	\$
Total:	\$	\$
Total COMBINED costs:	\$	\$

Complete the calculation below.

Combined monthly net income of \$ _____

Subtract combined monthly costs of \$ _____

Equals \$ _____ +/-

I/we have

POSITIVE or Negative cash flow.

Total Value, Liquid Assets:		Total Value, Hard Assets:	
1. Stocks/Bonds/CDs:	\$	1. Owner Occupied Property Value:	\$
2. Savings Account:	\$	2. Investment Property value:	\$
3. Checking Accounts:	\$	3. Other:	\$
4. Other:	\$	4. Other:	\$
Total Value:	\$	Total value:	\$

Signature Applicant 1. _____ Date ____/____/____

Signature Applicant 2. _____ Date ____/____/____

I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we acknowledge the receipt of Bright Community Trust Inc. Social Security Number Collection Policy under Section 119.071 (5), Florida Statutes (2007).



Bright Community Trust Inc.
11923 Oak Trail Way, Suite 111, Port Richey, FL 34668
Ph. (727)475-1366 Fax (727)223-5965



PRIVACY POLICY

BRIGHT COMMUNITY TRUST takes the financial privacy of its customers very seriously. This notice describes our policy on collection and disclosure of personal non-public information. Personal non-public information, as used in this notice, means information that identifies an individual personally, and is not otherwise publicly available information. During the course of counseling and processing your application, we accumulate non-public personal information from you and from other sources about your income, your assets, and your credit history in order to BRIGHT COMMUNITY TRUST the necessary information to advise you and to make an informed decision regarding your case.

Information We Collect

We collect personal, non-public information regarding you to help support our lending and counseling operations, and to aid you in shopping for and obtaining a home mortgage. We request such information from the following sources:

- Homebuyer Education, Counseling, and Lending Intake Forms
- Required and requested Documents
- Consumer credit reporting agencies
- HUD-1 Settlement Statements

Information We May Disclose

We may disclose the following:

- Information from your applications and other forms, such as your name, address, social security number, assets and income
- Information that we receive from required and requested Documents
- Information we receive from a consumer credit reporting agency, such as your creditworthiness, credit score, or credit history

To Whom We May Disclose

We may also disclose personal non-public information to third parties as permitted by law. We may disclose your personal, non-public information, to the following third parties:

- Financial service providers, such as companies engaged in providing home mortgage or home equity loans
- Government and private agencies such as Housing and Urban Development (HUD) and Neighbor Works America (NWA) and Florida Housing Finance Corporation, but only for purposes of program reviews, auditing, research and oversight purposes
- Real Estate affiliates and/or Realtors and Real Estate Developers in connection with your purchase transaction

Confidentiality and Security

We restrict access of your non-public personal, information about you to our employees who need to

know that information to provide products or services to you, including but not limited to underwriting and servicing of loans, making loan decisions, aiding you in obtaining loans from others, and counseling. We maintain physical, electronic, and procedural safeguards that comply with HUD regulations to guard your personal non-public information. We do not disclose customer information to companies that perform marketing services.

PRIVACY CHOICES

Directing Us Not to Make Disclosures to Unaffiliated Third Parties

If you prefer that we not disclose your personal non-personal non-public information to unaffiliated third parties, you may opt out of those disclosures. You may direct us not to make those disclosures (other than disclosures permitted by law). You may opt out as follows by requesting so in writing:

- 1. Limit disclosures of personal, non-public information about me to unaffiliated third parties other than non-profit organizations involved in community development.
- 2. Limit disclosures of personal, non-public information about me to nonprofit organizations involved in community development that are used only for program review, auditing, research and oversight purposes.

If you want to opt out, that is, if you want to direct us not to use your personal information (other than disclosures permitted by law) as described in this notice, you may do so by contacting BRIGHT COMMUNITY TRUST.

Primary Client 1. _____ Date ____/____/____

Co-Client 2. _____ Date ____/____/____



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11923 Oak Trail Way, Suite 111, Port Richey, FL 34668
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Data Release Form & Third Party Authorization

NOTE: If you have an impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about housing counseling, please talk to your housing counselor about arranging alternative accommodations.

You hereby authorize and instruct BRIGHT COMMUNITY TRUST Housing Counseling Agency (BRIGHT COMMUNITY TRUST) and/or its assigned agents to:

- Obtain and review your credit report, and
- Request verifications of your income and rental history, and any other information deemed necessary for improving your housing situation (for example, verifying your annual property tax obligations and homeowner’s insurance fees)

Your credit report will be obtained from a credit reporting agency chosen by BRIGHT COMMUNITY TRUST. You understand and agree that BRIGHT COMMUNITY TRUST intends to use the credit report for the purpose of evaluating your financial readiness to purchase or rent a home and/or to engage in post-purchase counseling activities. You hereby authorize BRIGHT COMMUNITY TRUST to share your credit report and any information that you provided (including any computations and assessments produced) with the entities listed below in order to help BRIGHT COMMUNITY TRUST determine your viable financial options.

Lenders	Banks	Mortgage Servicers
Debt Collectors	Landlords	Public Housing Authorities
Property Management Companies	Social Service Agencies	Counseling Agencies

Entities such as mortgage lenders and/or counseling agencies may contact your BRIGHT COMMUNITY TRUST counselor to evaluate the options for which you may be eligible. In connection with such evaluation, you authorize the credit reporting and/or financial agencies to release information and cooperate with your BRIGHT COMMUNITY TRUST counselor. No information will be discussed about you with entities not directly involved in your efforts to improve your housing situation.

You hereby authorize the release of your information to program monitoring organizations of BRIGHT COMMUNITY TRUST, including but not limited to, Federal, State, and nonprofit partners for program review, monitoring, auditing, research, and/or oversight purposes. In addition you authorize BRIGHT COMMUNITY TRUST to have your credit report pulled two additional times to conduct program evaluations. You also agree to keep BRIGHT COMMUNITY TRUST informed of any changes in address, telephone number, job status, marital status, or other conditions which may affect your eligibility for a program you have applied for or a counseling service that you are seeking.

Finally, you understand that you may revoke consent to these disclosures by notifying Bright Community Trust Inc. in writing.

Signature Primary 1. _____ Date ____/____/____

Signature Co-Client 2. _____ Date ____/____/____



Bright Community Trust Inc.
11923 Oak Trail Way, Suite 111, Port Richey, FL 34668
Ph. (727)475-1366 Fax (727)223-5965



Disclosure of Programs and Services

BCT receives funding from HUD under the Housing Counseling Program. BRIGHT COMMUNITY TRUST clients are under no obligation to use any of the above stated organizations for any type of services. You have the opportunity to "opt-out" of disclosures of your nonpublic personal information to third parties, that is, direct us not to make those disclosures.

If you choose to "opt-out", we will not be able to answer questions from our partners. If at any time you wish to change your decision with regard to your "opt-out", you may call us at 727-475-1366 and do so.

Please initial below to accept or decline disclosure to BCT third party partners. BCT receives funds from partners that enable us to provide assistance to families in need. BCT is contractually required to provide non-personal information regarding our performance and demonstrate adherence to the rules and regulations, regarding foreclosure education and counseling, to ensure that clients receive appropriate assistance.

Please Initial below:

Primary Client: To Accept _____ To Decline _____

Co-Client: To Accept _____ To Decline _____

- I understand that BRIGHT COMMUNITY TRUST (BCT) provides homebuyer education and counseling, down payment assistance loans and grants, and I am under no obligation to use BRIGHT COMMUNITY TRUST programs and services.
- I understand that BCT does not receive referral fees from any lenders in the "Approved Lenders" list and I am under no obligation to use any particular lender.
- I understand that BCT does not have financial arrangements with its volunteer instructors and I am under no obligation to receive services from the volunteers and other BCT community partners.
- I understand that I am under no obligation to utilize the services of BRIGHT COMMUNITY TRUST partners (i.e., lenders, realtor
- I further understand that I am under no obligation to use the services and, or, loan programs provided by BRIGHT COMMUNITY TRUST.
- I understand that BCT owns sells properties and I am under no obligation to purchase those properties and that there are other alternative sources of homes for purchase.

Signature Primary 1. _____ Date ____/____/____

Signature Co-Client 2. _____ Date ____/____/____



Bright Community Trust Inc.
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Ph. (727)475-1366 Fax (727)223-5965



Social Security Number Collection

Policy Effective October 1, 2007

Please be advised, Bright Community Trust, Inc., collects your Social Security number for the following purposes. classification of accounts; identification and verification; credit worthiness; billing and payments; data collection, reconciliation. tracking, benefit processing, tax reporting and qualification for grant or loan processing under Section 119.071(5), Florida Statutes (2007). Social Security numbers serve as a unique numeric identifier and may be used for such purposes.



Bright Community Trust Inc.
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Media Release and Consent Form

I hereby give permission to Bright Community Trust to use:

- Personal Story Photographs
- Audio Recording Video Recording

I hereby authorize Bright Community Trust, Inc. (Bright) to edit, alter, copy, exhibit, and publish this material in print, video, audio recorded productions, and online via website and social media to publicize Bright programs or other lawful purposes without payment or any other consideration.

By signing this document, I understand that:

- The materials will be used only for nonprofit/educational purposes
- Any proceeds from the sale of published or printed matter containing the materials will be used to support the mission of the above-named.
- The materials will become the property of Bright, stored in a place chosen by Bright and will not be returned to me.

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. I waive any rights to royalties or other compensation arising or related to the use of the materials. I hereby hold harmless and release and forever discharge Bright from all claims, demands, liability, and cause of action which I, my heirs, representatives, executors, administrators, or any other person acting on my behalf or behalf of my estate or may have by reason of this authorization.

This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. I have read this release before signing below, and I fully understand its contents, meaning, and impact of this release.

Signature Primary 1. _____ Date ____/____/____

Signature Co-Client 2. _____ Date ____/____/____

Contact

philbeau.fl@gmail.com
(727) 409-3465 (Mobile)
philbeau.fl@gmail.com

www.linkedin.com/in/philbeau
(LinkedIn)

Top Skills

Land Acquisition and Development
Financial Reporting
Asset Management

Languages

French (Native or Bilingual)
English (Native or Bilingual)

Certifications

Community Association Manager
(CAM)
Real Estate License
Community Real Estate
Development (CRED)

Philippe Beau, PhD

Asset Management, Acquisitions and Development.
Clearwater, Florida, United States

Summary

My career has almost entirely revolved around Real Estate either on the Development or the Management side.

I was the president of Beauland Homes, a Florida company specialized in Multi-Family and Urban Redevelopment projects from 1989 to 2002, with a volume of about 100 homes built and sold a year, and simultaneously I created and managed American Land Planning and Management, a consulting company specialized in Urban Planning and Project Management. One of my long-term clients, to this day, has been Bright Community Trust, a major Florida-based non-profit organization specialized in Workforce Housing for whom I performed consultancy in Asset Acquisitions and Development.

In 2009, I also joined Klein and Heuchan, a well-established and reputable Commercial Real Estate Brokerage known for its excellence and sense of ethics. The open corporate culture and the synergy between this highly successful brokerage and my consulting firm have been extremely productive in the development of my Commercial Real Estate, New Development, Business Analysis, and Project Management skills. The combination of opportunities and skills has solidified the core of my career.

In the field of Higher Education, I have been a Visiting Professor at the University of Bordeaux since 2010, teaching Geopolitics. Between 2012 and 2021, I directed a non-profit institute catering to European students preparing a Master's degree in Business.

Experience

Klein and Heuchan
Senior Asset Manager
June 2009 - Present (16 years 5 months)
Clearwater

Klein and Heuchan is a well-established Commercial Real Estate Brokerage, I am an Asset Manager (CAM) in the Tampa Bay area. Linked with Real Estate sales and leasing, I also handle Business Acquisitions in transactions involving Apartment Complexes, and Assisting Living Facilities. Also, I initiate Land Acquisition and Development of future projects which may enter into our Asset Management portfolio later on in the process. I also sell Businesses for merger and acquisitions. Check www.kleinandheuchan.com

American Land Planning & Management

President

June 2002 - Present (23 years 5 months)

Dunedin, FL

American Land Planning & Management is a Consulting firm for client-companies involved in real estate development, or in the construction industry. I am an Entitlement, Permitting, Zoning and Land Use change Specialist. Project Management, Feasibility Analysis, Projections, Budgeting and Job Costing. Market analysis. Proforma Drafting. Currently consulting as Asset Manager, See: www.philippebeau.org

BUSINESS EDUCATION AMERICAN URBAN INSTITUTE

Executive Director

May 2013 - November 2021 (8 years 7 months)

Dunedin

PART-TIME Executive Director of The Business Education American Urban Institute which was a non-profit organization whose mission was to help Master's degree level students (mostly Europeans) to attend an educational program with internships and classes, This program was produced in association with local Chambers of Commerce and VisitClearwaterStPete.com. Classes were held at St Petersburg College. downtown campus. The BEAU Institute was closed after Covid 19.

University of Bordeaux

Visiting Professor

November 2011 - November 2021 (10 years 1 month)

Bordeaux Area, France

For ten years, 3 weeks a year, I was a Visiting Professor at the University of Bordeaux, in person or by video-conference. I used to teach Geopolitics courses offered by the Business Department (IUT and IAE) for Bachelor's and Master's degrees in International Business. All classes were in English. I

also taught specialty courses in the Behavioral Analysis of Consumers in the Tourism Market in Florida, and Market Analysis.F

Saint-Petersburg College - Corporate training

Adjunct faculty

June 2000 - December 2002 (2 years 7 months)

PART TIME- I taught a course entitled Enhancing Team Effectiveness at Saint-Petersburg College's Corporate training department, mostly for executive adult learners.

BEAULAND HOMES, LLC

President

October 1989 - May 2002 (12 years 8 months)

For Beauland Homes, LLC, I performed land acquisitions, developed housing and commercial projects, obtained all permits, built up to 100 homes a year at its peak.

Hired and trained every employee for every position (18 staff + 60 subcontractors). Budgeting and cost controls, Financial management.

Won award for Best Redevelopment Project in Florida in 1998.

Specialized in Multi-family, neo-traditional and urban redevelopment projects.

Education

Preston University

PhD, Industrial/Organizational Psychology · (2000 - 2002)

University Of Phoenix

MA, Organizational Management · (1998 - 2000)

Eckerd College

BA, Human Development (Psychology) · (1995 - 1998)

Bordeaux University

AS, Business- major in Statistics · (1974 - 1976)

University of South Florida

This document outlines the professional background, skills, and experience of Philippe Beau, PhD, focusing on his extensive career in real estate and education.

Professional Experience

- Philippe Beau has over 30 years of experience in real estate development and management, having founded Beauland Homes and American Land Planning and Management.
- He has served as Senior Asset Manager at Klein and Heuchan since 2009, specializing in asset management, land acquisition, and business acquisitions in the Tampa Bay area.
- His consulting firm focuses on entitlement, permitting, zoning, and project management for real estate development.
- He directed the Business Education American Urban Institute from 2013 to 2021, aiding European students in obtaining Master's degrees.
- As a Visiting Professor at the University of Bordeaux, he taught courses in geopolitics and market analysis.

Education and Certifications

- Philippe holds a PhD in Industrial/Organizational Psychology and a Master's in Organizational Management.
- He is certified as a Community Association Manager and holds a Real Estate License.
- He is fluent in both French and English.

Philippe's career reflects a strong blend of practical real estate expertise and academic involvement, underscoring his commitment to both fields.



Arcturus Group, LLC is a full service Civil Engineering & Consulting firm with an experienced staff of engineers and technicians spanning 40 years. Our professional staff works closely together with our clients from the conceptual design stages of a project through preparation of detailed construction documents.

Our professionals are dedicated to quality, performance and partnering and are skilled at solving technical and administrative problems for their clients. Our professionals are intimately familiar with the rules and regulations governing project development. Their first hand knowledge of problems associated with today's complex environment makes them uniquely qualified to develop well thought out solutions necessary for efficient operations.

We have made a strong commitment to the future based on the development of an integrated, multi-disciplinary approach to problem solving. This approach, combining engineering, scientific and management capabilities provides solutions to an ever changing scope of engineering, surveying and environmental problems. Regulatory, legal and economic considerations, as well as visual, natural and physical properties are integrated in each project with equal concern for function and aesthetics.

Arcturus Group, LLC utilizes a systems approach that helps ensure that alternative possibilities are selected and evaluated judiciously. Recommendations are offered with evidence showing that they are appropriate to the problems being addressed and that solutions are valid. Our staff continues to provide a high quality, cost-effective service to public and private sector clients. Our staff is also experienced in all facets of the permitting process including expert representation before local, regional and state review agencies and boards.

We will help clients achieve successful completion of projects through hard work, a special understanding of governmental needs, meticulous planning and attention to detail. Our commitment to clients is to provide broad based professional services through the assignment of an experienced project manager, who will communicate effectively, manage all aspects of project details, provide technical guidance and personalized service and assemble and coordinate multi-disciplinary technical resources as appropriate and necessary.



18766 Cortez Blvd.
Brooksville, FL 34601
Phone: 352-345-8093
info@arcturusgroupllc.com

Services:

- Site/Project Feasibility Studies
- Residential, Commercial & Industrial Site Development
- Recreational Planning and Design
- Capital Improvement Planning
- Stormwater Analysis, Design and Permitting
- Construction Administration and Inspection
- Land Planning
- Rezoning, Land Use, and Annexations
- Preliminary Engineering
- Utility Design
- Pavement Design
- Earthwork Analysis/Lot Grading Plans
- Cost Estimate and Value Engineering
- Storm Water Facility Inspections/Certifications



October 1, 2025

Ellavoz Impact Capital

RE: Bryan Dairy Townhome Project

Set forth below is a preliminary outline of terms that may be appropriate for your request. This is not a loan commitment or an agreement of any kind by Valley National Bank (“VNB”), the “Lender” or “Agent”. Neither this term sheet nor any other discussions between us shall imply any obligation on the part of VNB to continue to discuss or enter into any future agreement with respect to any financing. Notwithstanding the exchange of term sheets such as this one, or correspondence or discussions relating to financing, whether or not containing expressions suggesting an agreement or understanding, no such commitment or agreement will exist unless and until it is embodied in a formal document and executed specifically as a loan commitment or other agreement by authorized officers of both VNB. This term sheet is transmitted CONFIDENTIALLY for the sole use of the individual(s) and entities discussed herein, and it may not be forwarded or disclosed to others without the express consent of VNB.

Borrower: Brentwood BLT EIC, LLC

Purpose: To provide funds the development of 25 single-family homes in Pinellas Park, FL

Loan Amount: Up to \$5,010,843

Term: 2 years

Repayment: Interest Only for the Life of the Loan

Interest Rate: The rate will float based on 1-month TERM SOFR plus 350 bps, with a floor of 7% for the Life of the Loan

Fee: 75 bps of the Loan amount

Loan to Cost: Up to 75% depending on presales

360 Day Year: All payments of interest and fees shall be calculated on the basis of the actual number of days elapsed over a 360-day year.

Prepayment Penalty: None

Guaranty: Full and unlimited Guaranty provided by Ellavoz Impact Capital, LLC through the Life of the Loan

Covenants:

- a) Adequate review and acceptance of Guarantor's financial condition including verification of guarantor's liquidity prior to closing.
- b) Sponsor to submit tax returns and personal financial statements (inclusive of a contingent debt schedule) prior to closing and annually thereafter for review during the term of the loan.
- c) \$2MM liquidity covenant and \$5MM Net Worth to be maintained by Ellavoz Impact Capital, LLC through the Life of the Loan
- d) Borrower or tenant, **as applicable**, to maintain at all times hazard, liability, rent loss, and other insurance satisfactory to the Lender (including flood insurance if the property is in a flood hazard zone and builder's risk during construction).
- e) Release Pricing to be established at Closing and reflected for all 25 homes in the Loan Agreement
- f) All Borrower equity must be provided at Closing in order to keep the Construction Budget in balance. Cash equity may be returned to the Borrower as presales occur and more availability on the Loan Proceeds are unlocked based on the **Pre-Sale Conditions**.
- g) Acceptable review of all grants and subsidy documents prior to Closing

Pre-Sale Conditions: The leverage on the Loan will be dependent on presales.

Initial leverage of 60% of the Total Project Cost, or \$4,384,338 will be available at Closing

70% of Total Project Cost (\$5,115,061) will be available at 25% of presales

75% of Total Project Costs and a Loan amount of \$5,480,000, the project must achieve 50% of presales.

**Other Conditions
To Closing:**

- a) Preliminary title report, mortgagee's title insurance policy, evidence of current status of any municipal liens and assessments.
- b) Organizational documents and votes, consents and other authorizations.
- c) Legal and other professional opinions and certificates including an opinion of Borrower's counsel on customary due authority.

- Confidentiality:** This Summary of Terms and Conditions is delivered to you with the understanding that neither this term sheet nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person except (a) to your employees and advisors who are directly involved in the consideration of this manner, (b) potential investors or partners under substantially the same confidentiality obligations and (c) as disclosure may be compelled in a judicial or administrative proceeding or as otherwise required by law.
- Expenses:** Borrower hereby agrees to pay or reimburse the Lender on demand for all reasonable costs and expenses including the fees of counsel regardless of whether the transaction contemplated hereby are consummated or terminated. Expenses incurred by the Lender in the enforcement of the Loan Documents would in no way be limited.
- Documentation:** The form and substance of all documents and instruments to be delivered to the Lender in connection with the closing of the Facility will be reasonably satisfactory to the Lender and the Borrower.
- Representations and Warranties:** Usual and customary for transactions of this type, to include without limitation: (a) organizational status, power and authority/enforceability; (b) no violation of law or contracts or organizational documents; (c) no material litigation; (d) correctness of specified financial statements and no material adverse change; and (e) no required governmental or third party approvals.
- Documentation:** All terms of this Proposal will be subject to, among other things, Lender' normal due diligence, credit approval process, and standard documentation requirements.
- Other:** This Term Sheet is intended to provide a summary of key terms and conditions typically found in a facility of this nature. It does not purport to summarize all the conditions, covenants, representations, warranties, and other provisions that would be contained in the final legal documentation for the Facility.
- Patriot Act:** *IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT AND/OR ENTERING INTO A BUSINESS RELATIONSHIP WITH Valley National Bank.* To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person and/or entity who opens an account and/or enters into a business relationship; we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

THIS NON-BINDING LETTER REGARDING POSSIBLE CREDIT ACCOMODATIONS IS AN EXPRESSION OF INTEREST ON THE LENDER'S PART AND SHOULD NOT BE CONSTRUED AS AN OFFER, CONTRACT OR COMMITMENT OF ANY KIND. VNB WILL HAVE NO OBLIGATION TO PROVIDE THE CREDIT FACILITY CONTEMPLATED BY THIS TERM LETTER UNTIL A SEPARATE WRITTEN AGREEMENT DESIGNATED AS A COMMITMENT LETTER IS EXECTUED BY AN AUTHORIZED REPRESENTATIVE OF VNB AND ACCEPTED IN WRITING BY THE BORROWER.

This letter does not contain additional terms or provisions, which will be contained in various documents to be executed if the Lender decides to extend the credit accommodations described herein to the Borrower.

Any further action by Valley National Bank regarding your request will require appropriate additional evaluations and credit analysis and other approvals. For the Lender's records, indicate your desire to have the Lender further consider your request by signing this letter by returning this letter to the Lender. Furthermore, should this transaction not close Borrower agrees to be responsible for all third party costs borne by the Lender related to the underwriting of the same.

Sincerely,

Ryan Vandenburg
Senior Vice President
Commercial Real Estate Division
Valley National Bank



917 Main Street • 2nd Floor • Belmar, New Jersey 07719 • 732.749.7709
www.ellavoz.com

October 3rd, 2025

Jeffrey Crum
Ellavoz Impact Capital

RE: Commitment of Funds Brentwood BLT EIC, LLC

Dear Mr. Crum:

On behalf of Ellavoz Neighborhood Homes Fund, LLC (“ENHF”), I am pleased to provide this Commitment Letter for investment capital. ENHF will commit up to \$1,260,562 million in investment equity to the Project to enable the construction completion and operations of this development. Proceeds of this equity shall be used for the construction of the 25 sing-family attached townhomes, located at Bryan Dairy Road, Pinellas Park, Florida.

ENHF’s investment shall be memorialized through a to be negotiated Operating Agreement for Brentwood BLT EIC, LLC, which will govern the affairs and business of the company. This commitment of equity is conditioned up the satisfactory negotiation of the Operating Agreement and closing of any and all other necessary capital to complete this development Project.

We look forward to working with you to develop this important project into much needed housing and community space.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Robert H. Hutchins", with a large, sweeping flourish at the end.

Robert H. Hutchins,
Manager, Ellavoz Neighborhood Homes Fund, LLC



October 1, 2025

Ellavoz Impact Capital

RE: Bryan Dairy Townhome Project

Set forth below is a preliminary outline of terms that may be appropriate for your request. This is not a loan commitment or an agreement of any kind by Valley National Bank (“VNB”), the “Lender” or “Agent”. Neither this term sheet nor any other discussions between us shall imply any obligation on the part of VNB to continue to discuss or enter into any future agreement with respect to any financing. Notwithstanding the exchange of term sheets such as this one, or correspondence or discussions relating to financing, whether or not containing expressions suggesting an agreement or understanding, no such commitment or agreement will exist unless and until it is embodied in a formal document and executed specifically as a loan commitment or other agreement by authorized officers of both VNB. This term sheet is transmitted CONFIDENTIALLY for the sole use of the individual(s) and entities discussed herein, and it may not be forwarded or disclosed to others without the express consent of VNB.

Borrower: Brentwood BLT EIC, LLC

Purpose: To provide funds the development of 25 single-family homes in Pinellas Park, FL

Loan Amount: Up to \$5,010,843

Term: 2 years

Repayment: Interest Only for the Life of the Loan

Interest Rate: The rate will float based on 1-month TERM SOFR plus 350 bps, with a floor of 7% for the Life of the Loan

Fee: 75 bps of the Loan amount

Loan to Cost: Up to 75% depending on presales

360 Day Year: All payments of interest and fees shall be calculated on the basis of the actual number of days elapsed over a 360-day year.

Prepayment Penalty: None

Guaranty: Full and unlimited Guaranty provided by Ellavoz Impact Capital, LLC through the Life of the Loan

Covenants:

- a) Adequate review and acceptance of Guarantor's financial condition including verification of guarantor's liquidity prior to closing.
- b) Sponsor to submit tax returns and personal financial statements (inclusive of a contingent debt schedule) prior to closing and annually thereafter for review during the term of the loan.
- c) \$2MM liquidity covenant and \$5MM Net Worth to be maintained by Ellavoz Impact Capital, LLC through the Life of the Loan
- d) Borrower or tenant, **as applicable**, to maintain at all times hazard, liability, rent loss, and other insurance satisfactory to the Lender (including flood insurance if the property is in a flood hazard zone and builder's risk during construction).
- e) Release Pricing to be established at Closing and reflected for all 25 homes in the Loan Agreement
- f) All Borrower equity must be provided at Closing in order to keep the Construction Budget in balance. Cash equity may be returned to the Borrower as presales occur and more availability on the Loan Proceeds are unlocked based on the **Pre-Sale Conditions**.
- g) Acceptable review of all grants and subsidy documents prior to Closing

Pre-Sale Conditions: The leverage on the Loan will be dependent on presales.

Initial leverage of 60% of the Total Project Cost, or \$4,384,338 will be available at Closing

70% of Total Project Cost (\$5,115,061) will be available at 25% of presales

75% of Total Project Costs and a Loan amount of \$5,480,000, the project must achieve 50% of presales.

**Other Conditions
To Closing:**

- a) Preliminary title report, mortgagee's title insurance policy, evidence of current status of any municipal liens and assessments.
- b) Organizational documents and votes, consents and other authorizations.
- c) Legal and other professional opinions and certificates including an opinion of Borrower's counsel on customary due authority.

- Confidentiality:** This Summary of Terms and Conditions is delivered to you with the understanding that neither this term sheet nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person except (a) to your employees and advisors who are directly involved in the consideration of this manner, (b) potential investors or partners under substantially the same confidentiality obligations and (c) as disclosure may be compelled in a judicial or administrative proceeding or as otherwise required by law.
- Expenses:** Borrower hereby agrees to pay or reimburse the Lender on demand for all reasonable costs and expenses including the fees of counsel regardless of whether the transaction contemplated hereby are consummated or terminated. Expenses incurred by the Lender in the enforcement of the Loan Documents would in no way be limited.
- Documentation:** The form and substance of all documents and instruments to be delivered to the Lender in connection with the closing of the Facility will be reasonably satisfactory to the Lender and the Borrower.
- Representations and Warranties:** Usual and customary for transactions of this type, to include without limitation: (a) organizational status, power and authority/enforceability; (b) no violation of law or contracts or organizational documents; (c) no material litigation; (d) correctness of specified financial statements and no material adverse change; and (e) no required governmental or third party approvals.
- Documentation:** All terms of this Proposal will be subject to, among other things, Lender' normal due diligence, credit approval process, and standard documentation requirements.
- Other:** This Term Sheet is intended to provide a summary of key terms and conditions typically found in a facility of this nature. It does not purport to summarize all the conditions, covenants, representations, warranties, and other provisions that would be contained in the final legal documentation for the Facility.
- Patriot Act:** *IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT AND/OR ENTERING INTO A BUSINESS RELATIONSHIP WITH Valley National Bank.* To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person and/or entity who opens an account and/or enters into a business relationship; we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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This letter does not contain additional terms or provisions, which will be contained in various documents to be executed if the Lender decides to extend the credit accommodations described herein to the Borrower.

Any further action by Valley National Bank regarding your request will require appropriate additional evaluations and credit analysis and other approvals. For the Lender's records, indicate your desire to have the Lender further consider your request by signing this letter by returning this letter to the Lender. Furthermore, should this transaction not close Borrower agrees to be responsible for all third party costs borne by the Lender related to the underwriting of the same.

Sincerely,

Ryan Vandenburg
Senior Vice President
Commercial Real Estate Division
Valley National Bank

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Florida Commercial Title Services
Issuing Office: 2203 North Lois Ave., Suite 450,
Tampa, FL 33607
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12702581
Issuing Office File Number: 4112702581BM
Property Address: 6731 Bryan Dairy Rd
Seminole, FL 33733
Revision Number:

SCHEDULE A

1. Commitment Date: 09/26/2025 at: 7:00 AM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified in Schedule A, Item 4 herein.
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Fee Simple
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

[Pinellas Community Housing Foundation, Inc.](#), a Florida non profit corporation, as Trustee of the Pinellas County Surplus Land Trust-Bryan Dairy Project U/T/D 4/24/2009 and, as disclosed in the Public Records, has been since May 8, 2009.
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By: **Brooke McCranie**
Authorized Officer or Agent

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Pinellas County, Housing Foundation, Inc., a Florida non profit corporation to the proposed insured, which Deed shall have attached to it a certified copy of the Resolution of the grantor stating that it has been resolved, pursuant to a duly held meeting of its governing body, that:
 - (1) the land described in Schedule A has been determined to be unnecessary for its public purposes;
 - (2) the governing body has determined that disposal of said land is in the best interest of the public; and
 - (3) authorizing conveyance of the land described in Schedule A to the proposed insured, by the individual executing said Deed, pursuant to the applicable Florida Statutes; and
 - (4) said deed to specifically release any automatic reservation and right of entry in accordance with Florida Statute Section 270.11, otherwise this commitment and policy when issued will take exception to such mineral interests.
 - B. Proof that Pinellas Community Housing Foundation, Inc., a Florida non profit corporation is currently in good standing under the laws of the State of Florida. If the current transaction involves:
 - (i) the disposition of substantially all of a corporation's property or assets;
 - (ii) the conveyance of corporate property to an officer, director or agent who is also a signatory;
 - (iii) conveyance of property for minimum consideration; or
 - (iv) the execution of documents incident to the transaction by a person other than the president, chief executive officer or any vice-president with a corporate seal, then a recordable resolution of the corporation's Board of Directors, Shareholders and/or Members must be obtained.
5. Record a Certification of Trust for the Pinellas County Surplus Land Trust Bryan Dairy Project U/T/D 4/24/2009, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:
 - A. A statement confirming the existence of the trust and its execution date.
 - B. Identity of the settlor.
 - C. The identity and address of the currently acting trustee.
 - D. The trustee's powers.
 - E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
 - F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
 - G. The manner of taking title to trust property.
 - H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note: 1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

SCHEDULE B, PART I Requirements

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

6. Proof of payment of any outstanding assessments in favor of Pinellas County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Pinellas County, Florida, any special taxing district and any municipality.

7. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

8. Submit proof from Park Centre Condominium Association, Inc., a non-profit Florida corporation, the homeowners' association, that any outstanding assessments and/or maintenance fees due, have been paid.
9. An Affidavit in form acceptable to Commonwealth Land Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Pinellas County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Commonwealth Land Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
10. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.
11. Unimproved land and other property with an absentee owner poses an elevated risk of fraud. The title agent must use due diligence to verify the identity of the seller(s). Please see Florida Underwriting Bulletin 2021-09, a copy of which is available at fnfflorida.com, for guidelines.
12. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

SCHEDULE B, PART I Requirements

13. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
14. This is a preliminary commitment that requires the review and approval by the underwriting department for the company and/or state underwriting counsel. Accordingly, this commitment is not effective to bind the Company until the necessary approval is obtained from the underwriting department and/or state underwriting counsel. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

[For 2024 Tax Year Parcel/ID# 18-30-16-66301-000-0080](#), gross tax amount is \$0.00, exemption type is yes, and payment status is no tax due.

3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Any loss or damage resulting from a lien for assessments occurring after date of policy pursuant to Section 718.116(5)(a), Florida Statutes, or for unpaid assessments pursuant to Section 718.116(1)(a), Florida Statutes, notwithstanding any contrary provisions of an ALTA 4.1 or ALTA 9 series endorsements which may be attached.
6. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
7. Easement(s) granted to Florida Power Corporation, a Florida corporation, by Distribution Easement dated April 12, 1983, and recorded May 24, 1983, in Official Records [Book 5532, Page 344](#), of the Public Records of Pinellas County, Florida. (affects common elements)
8. Joint Stipulation for Consent Agreement filed in Pinellas County, Circuit Civil Court, under Case No. 83-14003-8, dated April 13, 1984, and recorded May 8, 1984, in Official Records [Book 5755, Page 282](#), of the Public Records of Pinellas County, Florida.

SCHEDULE B, PART II Exceptions

9. Easement(s) granted to Florida Power Corporation, a Florida corporation, by Distribution Easement dated March 6, 1984, and recorded May 14, 1984, in Official Records [Book 5758, Page 1608](#), of the Public Records of Pinellas County, Florida. (affects common elements)
10. Easement(s) granted to Florida Power Corporation, a Florida corporation, by Distribution Easement dated January 31, 1985, and recorded March 8, 1985, in Official Records [Book 5946, Page 2016](#), of the Public Records of Pinellas County, Florida. (affects common elements)
11. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Declaration of Condominium, and the exhibits and attachments thereto recorded in Official Records [Book 5848, Page 690](#), and Condominium Plat recorded in Condominium [Book 79, Page 69](#), as incorporated therein, all of the Public Records of Pinellas County, Florida, as amended, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages.
12. Easement(s) granted to General Telephone Company of Florida, a Florida corporation by Telephone Distribution Easement, dated April 8, 1985, and recorded June 28, 1985, in Official Records [Book 6022, Page 2164](#), of the Public Records of Pinellas County, Florida. (affects common elements)
13. Declaration of Easements recorded October 13, 1989, in Official Records [Book 7108, Page 1307](#), having been re-recorded in Official Records [Book 8628, Page 976](#), all of the Public Records of Pinellas County, Florida. (affects common elements)
14. Property Owner's Acknowledgement of Unity of Title recorded May 3, 2007, in Official Records [Book 15771, Page 1924](#), of the Public Records of Pinellas County, Florida.
15. Ordinance No. 4229 recorded February 1, 2023, in Official Records [Book 22639, Page 962](#), of the Public Records of Pinellas County, Florida.
16. All right, title and interest of Pinellas County, a body corporate under the Laws of the State of Florida, in an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same, which interest may have been reserved under Section 270.11, Florida Statute in Deed recorded _____, 2025, in Official Records Book _____, Page _____, of the Public Records of Pinellas County, Florida.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the

SCHEDULE B, PART II Exceptions

Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Pinellas County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Commonwealth Land Title Insurance Company, 2203 N. Lois Avenue, Tampa, FL 33607; Telephone 813-254-2101.

EXHIBIT "A"

That portion of Units 6, 7, and 8, Park Centre, a Condominium, as recorded in Condominium [Plat Book 79, Page 60](#), of the public records of Pinellas County, Florida, lying Northerly of the North right of way line of Bryan Dairy Road, in the Northeast 1/4 of Section 18, Township 30 South, Range 16 East, Pinellas County, being more particularly described as follows:

Beginning at the Northwest corner of aforesaid Unit 8, run N. 89 degrees 58' 01" E., along the North line thereof, for a distance of 585.94 feet to the Northeast corner thereof; thence S. 00 degrees 05' 17" E., along the East boundary of said Unit 8, for a distance of 89.52 feet to a non-tangent point of intersection with the North right of way line of Bryan Dairy Road, a radial to said point being S. 13 degrees 21' 23" E.; thence Southwesterly, 470.57 feet along the arc of a curve, concave North, having a radius of 3409.90 feet, through a central angle of 07 degrees 54' 25", a chord bearing and distance of S. 80 degrees 35' 52" W., 470.20 feet to a point of tangency; thence continuing along said North right of way line S. 84 degrees 33' 04" W., for a distance of 122.71 feet to a point of intersection with the West line of aforesaid Unit 7; thence N. 00 degrees 00' 55" W., along said West line and along the West line of aforesaid Unit 8, for a distance of 177.65 feet to the Point of Beginning. TOGETHER WITH an undivided share or interest in the common elements appurtenant thereto.



Prepared by: Megan Montesino
Development Review Manager

I. APPLICATION DATA

- A. Case Number:** PUD-0623-00008
- B. Location:** Parcel No. 18-30-16-66301-000-0080
- C. Request:** Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision at Parcel No. 18-30-16-66301-000-0080.
- D. Applicant:** Patricia Montecki with Arcturus Group, LLC.
- E. Agent:** N/A
- F. Owner:** Pinellas County Surplus Land Trust-Bryan Dairy DRJ and Pinellas Community Housing Foundation Inc TRE.
- G. Legal Ad Text:** Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision at Parcel No. 18-30-16-66301-000-0080.
- H. PARC Meeting:** June 27, 2023
- I. Public Hearings:**

Planning & Zoning Commission Hearing Date: October 5, 2023
Advertising Date: September 20, 2023

City Council (1st Hearing) Date: November 9, 2023

City Council Hearing Date: November 21, 2023
Advertising Date: November 8, 2023

II. BACKGROUND INFORMATION

A. Case Summary:

The applicant is requesting a Residential Planned Unit Development (RPUD) overlay for the 1.901-acre parcel, which is currently zoned General Commercial (B-1) with a RPUD Overlay and a land use designation of Commercial General (CG). The RPUD will be for the development of 25 Single-Family (attached) Dwellings, which is permitted in the B-1 Zoning District. The B-1 zoning allows for a maximum density of 15 units per acre, which permits a maximum of 28 units. The applicant is proposing to develop 25 two-story single-family attached units, which is consistent with the B-1 zoning and CG land use designation.

Per the Applicant, the proposed design is to use the parcel for development of 25 townhomes, each of which has 3 bedrooms, 2 bathrooms, and an ADA compliant first floor. The homes will be marketed to young couples and retirees. The units will be architecturally pleasing from the front, which is visible from the Bryan Dairy Road overpass. The back of the property will be an outdoor space. The front of the homes will be designed with noise-reduction windows, and the backyards abut a residential apartment complex and face away from the road. In addition, the homes will be shielded at parking level by a heavily landscaped buffer to create a wall of greenspace and reduce noise levels from the road. Additionally, landscaping is proposed in front of the homes, as well as a sidewalk leading to and around the retention pond.

The development is being proposed as an RPUD to allow no minimum lot sizes and reduced setbacks for developing townhome style lots. Per Section 18-1529.8., regarding RPUDs, the applicant is allowed to request no minimum lot size and flexibility from the setback requirements due to the character of the surrounding area, size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development. The proposed townhome lots will consist of the individual units with zero internal structure setbacks.

B. Site Area: 82,813 square feet / 1.901 acres

C. Property History:

The parcel was platted in 1984 as part of the Park Centre Condo subdivision, a replat of the Pinellas Farms Plat of 1911. The site was acquired by Pinellas County in 1994, and a portion was utilized for the expansion of Bryan Dairy Road. The site had contained a retail plaza prior to Pinellas County's purchase; however, the plaza was demolished in 1994 once Pinellas County took ownership.

In 2007, a Planned Unit Development (PUD) application was approved by City Council for a PUD overlay and the adoption of a Master Plan for the development of 33 Multi-Family Dwelling units. The following conditions were approved with the PUD:

- Minimum setbacks shall be as illustrated on the Master Plan for the development. (Setbacks shall be as follows: Front - 23 feet; Side - 15 feet; and Rear - 20.)
- Criteria assigned to the subdivision, in notes on the approved site plan, shall be accepted as governing regulations for the development. All regulations not addressed herein shall revert to Code in effect at the time of "PUD" Planned Unit Development adoption.

Since the PUD from 2007 was never constructed, it has since expired.

D. Existing Use: Vacant / Undeveloped

E. Proposed Use: Residential

F. Future Land Use: Commercial General (CG)

G. Zoning District: General Commercial (B-1) with RPUD Overlay

H. Flood Zone: The property is located in Flood Zones X, which is a low-risk flood zone, and X-Shaded, which is a moderate-risk flood zone.

I. Evacuation Zone: This property is in Evacuation Zone C, which is the third level to evacuate in preparation for a storm. Zone C is evacuated when storm surge height is predicted to be up to 20 feet.

J. Vicinity Characteristics:

	Zoning	Land Use	Existing Use
North	B-1	RM	Multi-Family Residential
South	M-1	IL	Industrial Uses
East	B-1	RM	Multi-Family Residential
West	M-1	IL	Industrial and Commercial Uses

II. APPLICABLE CRITERIA / CONSIDERATIONS

A. Land Use Designation / Comprehensive Plan Policies:

1. Land Use Purpose / Intent:

It is the purpose of this category to depict those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide communitywide and countywide commercial goods and services; and to recognize such areas as primarily consistent with the need, relationship to adjoining uses and with the objective of encouraging a consolidated, concentrated commercial center providing for the full spectrum of commercial uses.

2. Key Standards:

Use Characteristics – *Those uses appropriate to and consistent with this category include:*

Primary Uses – *Office; Personal Service/Office Support; Retail Commercial; Commercial/Business Service; Wholesale/Distribution (Class A); Storage/Warehouse (Class A); Temporary Lodging.*

Secondary Uses – *Commercial Recreation; Residential; Residential Equivalent; Institutional; Transportation/Utility; Recreation/Open Space; Research/Development; Light Manufacturing/Assembly (Class A)*

Locational Characteristics – *This category is generally appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; and in areas in proximity to and with good access to major transportation facilities, including mass transit.*

Density/Intensity Standards – *Shall include the following:*

Residential Use – *Shall not exceed 24 dwelling units per acre.*

3. Relevant Policies:

OBJECTIVE LU.1.10

The City shall continue to foster the revitalization of areas confronted with slum or blighting conditions.

POLICY LU.1.10.8

The Land Development Regulations shall promote a variety of housing types and densities, innovative designs, clustering of units, supportive accessory uses, optimal use of landscaping and buffering, and a system of active and passive open space within the CRD.

OBJECTIVE LU.1.12

The City shall continue to encourage innovative land development techniques, including planned unit developments and other mixed-use development and redevelopment techniques, in order to achieve the following objectives:

- a. *Encourage development that is compatible with the natural environment and the overall vision of the community*
- b. *Provide vibrant and safe walkable areas*
- c. *Concentrate growth in relatively discrete areas that are compatible with the community character*
- d. *Place housing in proximity to employment opportunities, services, and amenities*
- e. *Establish urban areas that support transportation choices other than privately-owned vehicles and are more efficiently served by transit*
- f. *Establish well-designed urban environments that create vibrant, livable places*
- g. *Provide locations that create a range of housing opportunities and choices, including the provision of affordable housing*
- h. *Provide urban areas that incorporate well-designed open and public spaces*
- i. *Encourage a pattern of land use that is more efficient in the use of energy and reduces the emission of greenhouse gases.*

OBJECTIVE LU.1.13

The Land Development Code shall provide for a variety of residential uses and housing opportunities.

POLICY LU.1.13.1

The character of distinct functional neighborhoods, recognized as stable living areas, shall be preserved in the development and redevelopment of the community.

POLICY LU.1.13.2

Promote, through the use of development regulations, innovative designs, variety of housing types and densities, clustering of units, supportive accessory uses, transportation alternatives, optimal use of landscaping and buffering, and a system of active and passive open space.

POLICY LU.1.13.6

Encourage infill residential development that is consistent and compatible with surrounding land uses.

POLICY LU.1.14.4

Foster residential development and redevelopment at an intensity and scale that is compatible with proximate residential neighborhoods.

OBJECTIVE H.1.1

The City will support the provision of an adequate supply of dwelling units in a variety of types, locations and costs to meet the current and projected housing needs of all residents.

4. Staff Analysis:

The proposed RPUD for 25 single family attached dwellings would promote infill residential development that is compatible with surrounding land uses, and the development would promote a variety of housing types and opportunities in the area.

Staff finds that the proposed development meets is consistent with the use characteristics of the Commercial General (CG) land use designation, and meets the purpose and intent of the designation and the Comprehensive Plan.

B. Zoning District / Land Development Code Standards:

1. Zoning District Purpose / Intent:

The "B-1" General Commercial District is established to identify and provide those geographic areas within the City of Pinellas Park that are appropriate for the development and maintenance of a general commercial environment with supportive medium density residential. This district is intended for a wide variety of consumer-oriented commercial uses and activities located in proximity to major thoroughfares and to residential concentrations, together with accessory uses and public facilities customary to or required for such an environment. This district is appropriate for areas designated on the Official Land Use Plan Map as either Residential Medium (RM), Residential/Office/Retail (R/O/R), Residential/Office General (R/OG), Commercial General (CG), Commercial Recreation (CR), Resort Facilities High (RFH) or Community Redevelopment District (CRD).

The Planned Unit Development District (PUD) serves as an overlay to existing zoning classifications. In this role, the PUD provides an alternative to conventional zoning districts, at the property owner's option. The PUD may be established at appropriate locations and in accordance with the Comprehensive Plan and Land Development Regulations of the City of Pinellas Park. In fulfillment of this intent, the PUD provides standards and guidelines by which flexibility may be accomplished so that:

- (A) A creative approach may be taken for the development of large tracts of land and the redevelopment of older, smaller areas.*
- (B) More open space may be accomplished than would be possible through the strict application of the provisions of this Article.*
- (C) Land may be used more efficiently, resulting in smaller networks of utilities and streets, consequently reducing construction and maintenance costs.*
- (D) Harmonious development of the site and the surrounding areas, community facilities, and traffic circulation can be encouraged.*
- (E) Non-traditional lot layout or site design may be permitted.*

The development guidelines are provided as a basis from which a typical PUD can proceed. However, City Council retains the absolute authority to establish limitations and regulations thereon for the benefit of the public health, welfare and safety, and may modify these guidelines based on the merits of the

project, the character of the surrounding area and potential adverse impacts on this area, size, configuration, and natural features of the land to be developed, adequacy of off-site improvements, traffic impact and nature of the proposed development. Where there are conflicts between these PUD regulations and general zoning, subdivision, or other applicable regulations of the City of Pinellas Park, those adopted by and shown on an adopted Master Plan, as defined herein, shall govern.

2. Key Standards:

SECTION 18-1520. - "B-1" GENERAL COMMERCIAL DISTRICT

Sec. 18-1520.2. - DENSITY REGULATIONS.

Multi-family dwellings are permitted at a maximum density of 15.0 units per net acre when assigned a Land Use Plan Map classification of RM (multi-family dwellings only), R/OG, CG or CRD. Multi-family dwellings are permitted at a maximum density of 18 units per net acre when assigned a Land Use Plan Map classification of R/O/R. As an incentive to develop mixed use developments or affordable housing on parcels assigned a Land Use Plan Map classification of CG or CRD, City Council may, in its sole discretion and if it determines that additional density will help promote mixed use developments or affordable housing on such parcels, approve up to 24 dwelling units per net acre subject to the following location criteria and development approval requirements.

Sec. 18-1520.3. - PERMITTED AND CONDITIONAL USES.

Land Use	Approval Type	Conditions
Dwellings, Single-family Attached	P	Subject to density limitations in section 18-1520.2

Sec. 18-1520.4. - DIMENSIONAL AND AREA REGULATIONS.

(A) MINIMUM LOT REQUIREMENTS.

1. Lot Area: Fifteen thousand (15,000) square feet.
2. Lot Width: One hundred (100) feet.
3. Lot Depth: One hundred fifty (150) feet.
4. Lots of record not meeting the lot area, width, or depth requirements of this section and having been of record prior to September 26, 1963 may be used for a permitted or conditional use provided that all other dimensional regulations will apply.

(B) MINIMUM YARD SETBACK REQUIREMENTS.

1. Front Yard Setback: Twenty (20) feet.
2. Secondary Front Yard Setback: Twenty (20) feet.
3. Side Yard Setback: Five (5) feet; ten (10) feet is required if abutting a residential zoning district.
4. Rear Yard Setback: Fifteen (15) feet.
5. For corner, double frontage and multiple frontage lots, see Section 18-1503.7 "Yard Determinations."
6. Refer to Section 18-1503.8 for measurement of yard setbacks on lots adjacent to rights-of-way of insufficient width.
7. Refer to Section 18-1504.3(G)(2) for special yard setbacks for additions to buildings in existence as of August 14, 1997.

(C) MAXIMUM LOT COVERAGE. Seventy-five (75) percent.

(D) MINIMUM FLOOR AREA.

3. Multi-Family Dwellings:
 - a. Efficiency: Four hundred fifty (450) square feet.
 - b. One-bedroom: Five hundred fifty (550) square feet.
 - c. Two-bedroom: Six hundred fifty (650) square feet.
 - d. Three-bedroom: Eight hundred (800) square feet.

(E) MAXIMUM BUILDING HEIGHT. Height fifty (50) feet excluding mechanical and or elevator penthouse (additional height may be granted as a conditional use).

(F) MINIMUM BUILDING SEPARATION. See Section 18-1530.17, "Minimum Building Separation."

SECTION 18-1529. - PLANNED UNIT DEVELOPMENT DISTRICT

Sec. 18-1529.8. - RESIDENTIAL PUD.

(A) **LOCATION.** The Residential PUD (RPUD) overlay shall only be assigned to those areas where the underlying zoning district(s) permit residential development and the primary intended use of the property is residential.

(B) **USES.** The uses permitted in RPUD districts shall be limited to those "permitted" or "conditional uses" allowed by the underlying zoning district and Land Use Plan Map designation existing on the subject property at the time of application to rezone to RPUD. In addition to those "permitted" and "conditional uses", the following uses may be approved:

1. Duplex dwellings.
2. Multifamily dwellings.
3. Zero lot line dwellings.
4. Nursing homes, convalescent homes and sanitariums.
5. Community Residential Home (more than fourteen (14) residents).
6. Attached singled family dwellings.
7. Conditional uses shall adhere to the applicable provisions of Section 18-1531 of this Article.
8. Nonresidential uses are permitted only in RPUD's of five (5) acres or more and shall include only those uses allowed as a permitted or conditional use by the underlying zoning district and Land Use Plan Map category. For parcels located within the Residential/Office/Retail (ROR) land use plan map category, public/semi-public uses shall not exceed a maximum area of three (3) acres for "Transportation/Utility Uses" and five (5) acres for "Institutional Uses" (except that Public Educational Facilities are not subject to this threshold).

(C) **DIMENSIONAL REGULATIONS.**

1. Lot Area, Lot Depth and Width, Setback Regulations, Height Requirements. See underlying Zoning District for dimensional regulation guidelines.
2. Should the established regulations be inappropriate for non-traditional lot layout or site design (i.e. mixed use development, cluster homes, zero lot line, etc.) the following guidelines are established.
 - (a) No minimum lot size. However, justification for the deviation from established regulations of the underlying zoning district shall be provided. In addition, residential developments which propose lot areas less than the minimum lot sizes shall provide usable open space based on the difference between the stated minimum lot area and the proposed lot area, said open space to be located within said plat or phase where the alternative style is proposed.
 - (b) Structural setbacks. In determining flexible setbacks, a variety of criteria will be considered including, but not limited to, the character of the surrounding area (zoning and existing land uses), size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development.

Exception: Zero lot line development shall meet the following minimum setback requirements:

- (1) Side Yard Setbacks: Zero (0) feet on one side and five (5) feet on the other.
- (2) No openings may be located in the on-the-line-wall.
- (3) The on-the-line-wall shall be constructed with low maintenance decorative masonry or masonry veneer, or any other material as permitted by the adopted Florida Building Code based on type of construction.
- (4) The on-the-line wall shall not be located adjacent to a public right-of-way.
- (5) An easement for maintenance purposes shall be provided.

(c) Height. Flexibility in building height will be allowed provided that the proposed height is compatible with the surrounding neighborhood. Increased setbacks and buffering to compensate for added building height may be considered to reduce the impact on abutting properties.

(d) Minimum Livable Floor Area.

Single-Family Attached		Multi-Family	
# of Bedrooms	Required Interior Floor Space	# of Bedrooms	Required Interior Floor Space
Efficiency	650	Efficiency	500
One (1)	750	One (1)	650
Two (2)	850	Two (2)	750
Three (3) or more	1,000	Three (3)	900

Single-Family Detached: One thousand (1,000) square feet.

Zero Lot Line: Eight hundred fifty (850) square feet.

(D) **DENSITY.** *The net density of the PUD shall not exceed that allowed by the underlying zoning districts unless subject to a density bonus authorized by this Chapter in conformance with the comprehensive plan.*

(E) **RECREATIONAL FACILITIES.**

1. *At the time of consideration of the Master Plan for an RPUD, City Council will review the suitability of any recreational facilities proposed for the development. This review will be based on the size of the development, the demographics of the anticipated population, and proximity to existing or proposed public recreational facilities.*
2. *The location, type, and size of the proposed recreational facilities as well as their development schedule shall be incorporated into the Master Plan.*
3. *After review of the proposed recreational facilities, City Council may approve the recreational facilities as proposed or may approve alternative types and locations of recreational facilities.*
4. *Parkland dedication credit for any recreational facilities provided as part of the RPUD shall be calculated pursuant to Article 3 of this Land Development Code.*
5. **Onsite Meeting Hall.**
 - (a) *In any RPUD of eighty (80) residential units or more and which has a homeowners or condominium association which requires an annual meeting, an onsite meeting hall shall be provided.*
 - (b) *The meeting hall shall be large enough to accommodate the number of unit owners which constitute a quorum as established in Florida Statutes or by the bylaws of the homeowners association or condominium.*
 - (c) *The requirement for an onsite meeting hall may be waived by City Council upon a finding that the size and nature of the development, the demographics of the anticipated population, and the availability of adequate alternative meeting locations render the requirement of an onsite meeting hall unnecessary.*

3. Staff Analysis:

The proposed RPUD meets the purpose and intent of the B-1 Zoning District and PUD overlay requirements. The applicant is proposing 25 single-family attached dwellings, which is permitted per the zoning district. The RPUD overlay will allow for no minimum lot size and flexibility from the setback requirements due to the character of the surrounding area, size, configuration and natural features of the land to be developed, potential impact on abutting development, and the nature of the proposed development. Additionally, the B-1 Zoning District is compatible with the CG land use.

C. Project Application Review Committee (PARC) Comments:

The application was discussed at the June 27, 2023 PARC meeting by all relevant departments/divisions. Below are Staff comments and concerns, with the applicant's response:

- The landscape buffer to the north is proposed to be a VUA buffer; technically in this area landscaping is not required. However, with residential abutting residential, staff recommends that landscaping be provided for additional buffering.
The Applicant will keep the buffer at code minimum.
- With these being proposed as townhomes, how will the property be split?
The proposed townhome lots will consist of the individual units with zero internal structure setbacks.
- Is the bus stop, just east of the property within the right-of-way, proposed to be enhanced?
No enhancement to the bus stop is proposed.
- The property to the north has an existing sewer that the subject property could utilize and possibly be a cost savings. However, that may require the existing lines to be updated to handle more flow.
It is easier for the developer to tie into the sewer as shown on the plans.
- There is no reclaimed water on site, so landscape irrigation would require a well.
The Applicant will make sure that they provide a well for irrigation.

IV. SUMMARY

A. Findings:

Based on the information and analysis contained in this report, staff finds as follows:

1. Development of 25 single-family attached townhomes on the site would meet density requirements;
2. The proposed development meets the intent and regulations of the General Commercial (B-1) Zoning District, per Section 18-1520 of the Land Development Code; and
3. The request is consistent with the Goals, Objectives, and Policies of the adopted Comprehensive Plan.

B. Staff Recommendation:

Consistent with the above identified findings, and subject to such additional findings of fact as are established at a public hearing, staff recommends **APPROVAL** of case numbers PUD-0623-00008.


Erica Lindquist, AICP, CFM
Planning & Development Services Director

8/24/23
Date


Nick A. Colonna, AICP, Community Development Administrator
or Aaron Petersen, Asst. Community Development Administrator

8/25/2023
Date

V. ACTION

PLANNING AND ZONING COMMISSION – MOVE TO:

- A. RECOMMEND APPROVAL
- B. RECOMMEND APPROVAL WITH THE FOLLOWING CONDITION(S):
- C. RECOMMEND DENIAL

...a Residential Planned Unit Development (RPUD) to develop a 25-unit single-family attached subdivision.

VI. ATTACHMENTS

- Exhibit A: Affidavit of Ownership with Legal Description
- Exhibit B: Narrative Summary
- Exhibit C: Survey
- Exhibit D: Master Plan
- Exhibit E: Landscape Plan
- Exhibit F: Floor Plan and Elevations
- Exhibit G: Aerial Map
- Exhibit H: Land Use Map
- Exhibit I: Zoning Map
- Exhibit J: Flood Insurance Rate Map

**CITY OF PINELLAS PARK
AFFIDAVIT OF OWNERSHIP**

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAMES OF ALL PROPERTY OWNERS:

Pinellas Community Housing Foundation
aka Bright Community Trust (11/4/2013)

being first duly sworn, depose(s) and say(s):

1. That (I am / we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

Bryan Dairy Rd, Pinellas Park, FL 33773 / 18-30-16-66301-000-0080

LEGAL DESCRIPTION OF PROPERTY: (Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach.)

PARK CENTRE CONDO N'LY PT OF UNITS 6, 7, & 8 DESC BEG NW COR OF SD LOT 8 TH N89D58'01"E 585.94FT TH S00D05'17"E 89.52FT TH CUR RT RAD 3409.90FT ARC 470.57FT CB S80D35'52"W 470.20FT TH S84D33'04"W 122.71FT TH N00D00'55"W 177.65FT TO POB

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida for (NATURE OF REQUEST):

Site plan approval - New PUD

3. That the undersigned (has / have) appointed and (does / do) appoint Philippe Beau as (his / their) agent(s) to execute any petitions or other documents necessary to affect such application.
4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives entering upon the property to make inspections as are necessary to visualize site conditions and/or determine compatibility.



SIGNED (PROPERTY OWNER 1)

SIGNED (PROPERTY OWNER 2)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization, this 25 day of MAY, 2023.

By FRANK WELLS, PRESIDENT/OWNER, who is
(Name of person acknowledging and title of position)

personally known to me or who has produced KADUNA
(Type of identification)
as identification and who DID / DID NOT take an oath.

Notary Public, Commission No. HH 191455



(Name of Notary- typed, printed or stamped)



RENEE WELCH
Commission # HH 191455
Expires November 20, 2025
Bonded Thru Budget Notary Services

(SEAL ABOVE)

LEGAL DESCRIPTION

THAT PORTION OF UNITS 6, 7, & 8. PARK CENTRE, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 79, PAGE 60, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF BRYAN DAIRY ROAD, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NORTHWEST) CORNER OF AFORESAID UNIT 8, RUN N 89°58'01" E ALONG THE NORTH LINE THEREOF, FOR A DISTANCE OF 585.94 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 00°05'17" E ALONG THE EAST BOUNDARY OF SAID UNIT 8, FOR A DISTANCE OF 89.52 FEET TO A NON-TANGENT POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BRYAN DAIRY ROAD, A RADIAL TO SAID POINT BEING S 13°21'20" E; THENCE SOUTHWESTERLY, 470.57 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 3409.90 FEET, THROUGH A CENTRAL ANGLE OF 07°54'25", A CHORD BEARING AND DISTANCE OF S 80°35'52" W, 470.20 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE S 84°33'04" W, FOR A DISTANCE OF 122.71 FEET TO A POINT OF INTEREST INTERSECTION WITH THE WEST LINE OF AFORESAID UNIT 7; THENCE N 00°00'55" W ALONG SAID WEST LINE AND ALONG THE WEST LINE OF AFORESAID UNIT 8, FOR A DISTANCE OF 177.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.901 ACRES (82,813 SQUARE FEET) OF LAND MORE OR LESS.

Development Task Sheet
Pinellas Park Brentwood Townhomes

Acquisition & Property	Target Date	Status
Development & Construction		
Engage Community Stakeholders / Support		Complete
Formalize Schematic Drawings		Complete
Engage Civil Engineers		Complete
Engineering Plans for Zoning (Structural / Civil)		Complete
Submission of Zoning		Complete
Local Zoning Board Hearing		Complete
Design Development (MEP / Resolutions)		Complete
General Contractor Agreement	12/1/2026	
Construction Begin	1/6/2026	
Construction End	8/6/2026	
Capital		
Financial Projections Updated	9/30/2025	
Financing LOI's (For Subsidy Applications)	9/30/2025	
Subsidy Applications	10/3/2025	
Subsidy Award	11/1/2026	
Subsidy Closing	1/6/2026	
Construction Financing Closing	1/6/2026	
Leasing		
Marketing Plan	1/6/2026	
Market Properties	2/6/2026	
Initial Property Sale	8/6/2026	
Closing on Final Sale	11/6/2026	

Project Development Budget Sources & Uses

Property Information

Property Name:	Brentwood Townhomes	Vertical Sq. Feet	36,750
Property Address:	Bryan Daiy Rd, Pinellas Park, Florida	Per Home FMV Value	\$ 325,000
# of SFR Housing Units:	25	Unit Sqft	1470
Asset Type:	Single Family Residential	FMV Per Sqft	\$ 221.09
Date:	10/3/2025		

Sources Summary

	Total	Per Unit
Equity Investment	\$ 1,460,562	\$ 58,422
County Subsidy	\$ 800,000	\$ 32,000
Deferred Developer Fee	\$ 1,080,000	\$ 43,200
Lender	\$ 5,010,843	\$ 200,434
<i>Subtotal Sources</i>	<i>\$ 8,351,404</i>	<i>\$ 334,056</i>

Uses Summary

Acquisition

Acquisition Cost	\$ 1.00	\$ 0.04
Other Acquisition		\$ -
<i>Subtotal Acquisition Costs</i>	<i>\$ 1.00</i>	<i>\$ 0.04</i>

Construction

Vertical Construction	\$ 134 SF	\$ 4,941,000	\$ 197,640
Site Improvements & Utilities		\$ 1,097,025	\$ 43,881
Hard Contingency	5%	\$ 301,901	\$ 12,076
<i>Subtotal Construction Costs</i>		<i>\$ 6,339,927</i>	<i>\$ 253,597</i>

Professional Fees & Costs

Survey		\$ 25,000	\$ 1,000
Legal Fees		\$ 50,000	\$ 2,000
Architect / Engineer		\$ 125,000	\$ 5,000
Market Study/Appraisal		\$ 10,000	\$ 400
Impact Fees		\$ 25,000	\$ 1,000
Permit Fees		\$ 25,000	\$ 1,000
Developer Fee		\$ 1,080,000	\$ 43,200
Utility & Connection Fees		\$ 75,000	\$ 3,000
<i>Subtotal Professional Fees</i>		<i>\$ 1,415,000</i>	<i>\$ 56,600</i>

Financing / Related Charges

Capitalized Construction Interest	8%	\$ 248,841	\$ 9,954
Financing Fees	1.25% of Loan Amt	\$ 62,636	\$ 2,505
Construction Management Fees		\$ 100,000	\$ 4,000
Title Expense & Doc Stamps		\$ 60,000	\$ 2,400
Taxes During Construction & Marketing		\$ -	\$ -
Construction Monitor		\$ 30,000	\$ 1,200
Advertising and Marketing		\$ 10,000	\$ 400
Buider's Risk & Liability Insurance		\$ 65,000	\$ 2,600
Soft Cost Contingency		\$ 20,000	\$ 800
<i>Subtotal Financing</i>		<i>\$ 596,477</i>	<i>\$ 23,859</i>

Total Development Costs

\$ 8,351,404 **\$ 334,056**

Construction Surplus / Deficit

\$ -

Sales Summary

Home Sales Price		\$ 8,125,000	\$ 325,000
Transaction Expenses	8.00%	\$ (650,000)	\$ (26,000)
Net Sales Revenue		\$ 7,475,000	\$ 299,000

PROJECTED NET PROFIT/LOSS AT LIQUIDATION

\$ 1,003,596 **\$ (35,056)**

Buyer AMI Sensitivity Analysis

Avg Home Value	\$ 325,000.00		
Geography	Pinellas County		
Household AMIs	3-Person	4-Person	3.5-Persons
60% AMI	\$ 56,340	\$ 62,580	\$ 59,460
80% AMI	\$ 75,120	\$ 83,440	\$ 79,280
100% AMI	\$ 93,900	\$ 104,300	\$ 99,100
120% AMI	\$ 112,680	\$ 125,160	\$ 118,920
150% AMI	\$ 140,850	\$ 156,450	\$ 148,650
Max PITI Payments	Annual	Monthly	
60% AMI	\$ 19,719	\$ 1,643	
80% AMI	\$ 26,292	\$ 2,191	
100% AMI	\$ 32,865	\$ 2,739	
120% AMI	\$ 39,438	\$ 3,287	
150% AMI	\$ 49,298	\$ 4,108	
Real Estate Tax Rate	\$ 4,713	Mileage Rate	1.45%
HOA Dues	\$ 1,800		
Annual Insurance Premium	\$ 1,250		
Total Annual Ownership Expenses	\$ 7,763		
Buyer Mortgage Assumptions			
LTV	90%		
Interest Rate	6.50%		
Amort Sched	30 years		

Sensitivity Analysis for Buyer AMI Bands

		Max Sale Price	Loan Amt.	Net Proceeds
3 Bedroom (4.5-Persons per HH)	60% AMI	\$ 173,401	\$ 157,637	\$ 159,529
4 Bedroom (3-Persons per HH)	80% AMI	\$ 268,727	\$ 244,297	\$ 247,229
5 Bedroom (4.5-Persons per HH)	100% AMI	\$ 364,053	\$ 330,957	\$ 334,929
6 Bedroom (4.5-Persons per HH)	120% AMI	\$ 459,379	\$ 417,617	\$ 422,629
7 Bedroom (4.5-Persons per HH)	150% AMI	\$ 602,368	\$ 547,607	\$ 554,178

Income Limits for 2025
(Based on 2025 VLI Income)

	Charts	60%	50%	80%	100%	120%	150%
1 Person		\$43,800	\$36,500	\$58,400	\$73,000	\$87,600	\$109,500
2 Persons		\$50,040	\$41,700	\$66,720	\$83,400	\$100,080	\$125,100
3 Persons		\$56,340	\$46,950	\$75,120	\$93,900	\$112,680	\$140,850
4 Persons		\$62,580	\$52,150	\$83,440	\$104,300	\$125,160	\$156,450
5 Persons		\$67,620	\$56,350	\$90,160	\$112,700	\$135,240	\$169,050
6 Persons		\$72,600	\$60,500	\$96,800	\$121,000	\$145,200	\$181,500
7 Persons		\$77,640	\$64,700	\$103,520	\$129,400	\$155,280	\$194,100
8 Persons		\$82,620	\$68,850	\$110,160	\$137,700	\$165,240	\$206,550
9 Persons		\$87,600	\$73,000	\$116,800	\$146,000	\$175,200	\$219,000
10 Persons		\$92,640	\$77,200	\$123,520	\$154,400	\$185,280	\$231,600
11 Persons		\$97,620	\$81,350	\$130,160	\$162,700	\$195,240	\$244,050
12 Persons		\$102,660	\$85,550	\$136,880	\$171,100	\$205,320	\$256,650

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
 For Affordable Housing in **(REGION 2)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Brentwood BLT EIC, LLC 11923 Oak Trail Way (727)474-8441		1b. Development or Program Name, Address For-Sale Townhomes Bryan Dairy Road, Pinellas Park, Florida	
1c. Number of Affordable Units: 12 Number of For-Sale Units: 25	1d. Price or Rental Range From \$ 268,727 To \$ 459,379		1e. State and Federal Funding Sources (if any) Penny for Pinellas
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: 1/6/26 Occupancy: 9/6/26		
1h. County Pinellas Park		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number Chase Walseth, NA, (727)-755-3830			
1k. Application Fees (if any): N/A			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received. After marketing the properties on MLS, we will select on a first come first serve basis.
--

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors) <input type="checkbox"/> White (non-Hispanic) <input type="checkbox"/> Black (non-Hispanic) <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> American Indian or Alaskan Native <input checked="" type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Other group:			
3b. HOUSING RESOURCE CENTER A free, online listing of affordable housing <input checked="" type="checkbox"/>			
3c. Commercial Media (required) (Check all that applies)			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA

Pinellas Application

TARGETS ENTIRE HOUSING REGION 2			
Daily Newspaper			
X	Weekly as needed		
TARGETS PARTIAL HOUSING REGION 2			
Weekly Newspaper			
X	Weekly as needed		
X	Weekly as needed		
X	Weekly as needed		
X	Weekly as needed		
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Pinellas Park			
X	List properties on MLS web viewer.	MLS	National

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X		
X		
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
4c. Sales/Rental Office for units (if applicable)		
N/A		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Pinellas Application

Name (Type or Print)	
Title/Municipality	
Signature	Date

PERMIT INVOICE FOR CITY OF PINELLAS PARK



BILLING CONTACT

VOELLER CONSTRUCTION INC

4490 ALT 19 N STE 101
PALM HARBOR, FL 34683

ARCTURUS GROUP, LLC
Patricia Montecki
5922 Main St
New Port Richey, FL 34652

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00040051	1/7/2025	1/7/2025	Due	BUILDING PERMIT

REFERENCE NUMBER	FEE NAME	AMOUNT
ENGC-1221-02303	Engineering Other than 1 & 2 Family	6,093.00
	Engineering Technology Fee	20.00
	Landscape Acre Fee	80.00
	Landscape Technology Fee	5.00
LOCATION: 6731 BRYAN DAIRY RD, LARGO, FL 33773		\$6,198.00

REMITTANCE INFORMATION

City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780-1100

ORIGIN

CONSTRUCTION

ROUGH ORDER OF MAGNITUDE

PROJECT: **Brentwood Multifamily**
LOCATION: Bryan Dairy Rd.
Largo, FL

August 8, 2025

SUMMARY SOV

Brentwood Multifamily
 Bryan Dairy Rd.
 Largo, FL



7430 NE 4th COURT
 MIAMI, FL 33138
 305 573 8030 | www.origingc.com

TRADE CODE DESCRIPTIONS	COMMENTS	QTY	RATE	SUB TOTAL
DIV 1	GENERAL CONDITIONS	<i>see following breakdown</i>		\$ 596,750.00
DIV 2	SITWORK			\$ 20,000.00
DIV 3	CONCRETE			\$ 235,106.00
DIV 4	MASONRY			\$ 196,314.00
DIV 5	METALS			\$ -
DIV 6	WOODS & PLASTICS			\$ 682,661.00
DIV 7	THERMAL & MOISTURE PROTECTION			\$ 229,453.00
DIV 8	OPENINGS			\$ 354,620.50
DIV 9	FINISHES			\$ 1,092,828.00
DIV 10	SPECIALTIES			\$ 31,678.00
DIV 11	EQUIPMENT			\$ 102,000.00
DIV 12	FURNISHINGS			\$ -
DIV 13	SPECIAL CONSTRUCTION			\$ -
DIV 14	CONVEYING SYSTEMS			\$ -
DIV 21	FIRE SUPPRESSION			\$ 73,600.00
DIV 22	PLUMBING			\$ 265,000.00
DIV 23	HVAC			\$ 217,478.00
DIV 26	ELECTRICAL			\$ 405,000.00
DIV 27	TELECOMMUNICATIONS			\$ -
DIV 28	ELECTRONIC SAFETY AND SECURITY			\$ -
DIV 31	EARTHWORK			\$ 950,000.00
DIV 32	EXTERIOR IMPROVEMENTS			\$ 147,025.00
DIV 33	UTILITIES			\$ -

TOTAL COST OF CONSTRUCTION			\$ 5,599,513.50
Insurance			
General Liability & Workers Compensation	1.25%		\$ 69,993.92
Builder's Risk			NIC
Contractor Fee	6.50%		\$ 368,517.98
Project Contingency	0.00%		\$ -
TOTAL BUDGET			\$ 6,038,025.40

GENERAL CONDITIONS SUMMARY

Brentwood Multifamily
 Bryan Dairy Rd.
 Largo, FL



7430 NE 4th COURT
 MIAMI, FL 33138
 305 573 8030 | www.oringc.com

DESCRIPTION	COMMENTS	QTY	RATE	SUB TOTAL
Master Permit Fees	<i>By others</i>			NIC
Trade Permits	<i>Included with trade estimates</i>			Included
R/W Permits & MOT				NIC
Permit Processing	<i>By others</i>			NIC
Miscellaneous Tools				\$ 3,500.00
Miscellaneous Equipment	<i>Scaffolding/Lifts/Cranes/Swing Stage/Debris Nets</i>			\$ 18,000.00
Messenger Service				\$ 3,500.00
Blueprints				\$ 2,500.00
Parking				Included
Photographic Documentation				\$ 1,200.00
Testing & Inspections	<i>Threshold</i>			BY OWNER
Job Office Supplies				\$ 3,500.00
Construction Management Software				\$ 7,500.00
Jobsite Internet		12	\$300.00	\$ 3,600.00
Project Executive	<i>monthly rate - 15%</i>	13	\$2,000.00	\$ 26,000.00
Project Manager		13	\$11,700.00	\$ 152,100.00
Assistant Project Manager		4	\$9,500.00	\$ 38,000.00
Supervision Personnel		12	\$14,000.00	\$ 168,000.00
General Site Labor		4	\$4,000.00	\$ 16,000.00
Project Close Out		1	\$9,500.00	\$ 9,500.00
Contract Administration				\$ 6,500.00
Carpenters				Included
Security & Procedures				\$ 3,500.00
Temporary Power & Lighting	<i>By owner</i>			NIC
Temporary Utilities	<i>By owner</i>			NIC
Temporary Toilets		13	\$450.00	\$ 5,850.00
Temporary Fire Protection				NIC
First Aid and Safety		12	\$350.00	\$ 4,200.00
Rubbish Removal (Dumpsters)		52	\$650.00	\$ 33,800.00
Protection of Adjacent Properties				\$ 5,000.00
Temporary Field Offices		10	\$1,850.00	\$ 18,500.00
Protection of Installed Construction Finishes		25	\$700.00	\$ 17,500.00
Temporary Protection	<i>Site fence, safety railings</i>			\$ 15,000.00
Final Cleaning				\$ 34,000.00
Miscellaneous General Conditions				Included
GENERAL CONDITIONS TOTAL				\$ 596,750.00

DETAILED SOV

Brentwood Multifamily
 Bryan Dairy Rd.
 Largo, FL



7430 NE 4th COURT
 MIAMI, FL 33138
 305 573 8030 | www.oringc.com

DIVISION	COMMENTS	QTY	RATE	SUB TOTAL	DIV TOTAL
DIV 1	GENERAL REQUIREMENTS				\$ 596,750.00
	See previous breakdown sheet			\$ 596,750.00	
DIV 2	EXISTING CONDITIONS				\$ 20,000.00
	Surveys	Final		\$ 20,000.00	
	Material Testing	Densities/Concrete testing by Owner			NIC
DIV 3	CONCRETE				\$ 235,106.00
	Concrete & Forms	Thickened Edge slab		\$ 235,106.00	
	Gypcrete				NIC
DIV 4	MASONRY				\$ 196,314.00
	Basic Masonry	Block party walls to 2nd floor included		\$ 196,314.00	
DIV 5	METALS				\$ -
	STRUCTURAL STEEL				NIC
	ORNAMENTAL METALS				NIC
DIV 6	WOODS & PLASTICS				\$ 682,661.00
	Trusses	Wood floor trusses and 2nd story roof trusses		\$ 159,624.00	
	Wood Framing	Interior and Exterior walls		\$ 343,100.00	
	Trim Work	Baseboard, casing, window sill, handrail included		\$ 45,000.00	
	Millwork Package	Builder grade shaker cabinets included		\$ 79,299.00	
	Siding	Lap siding, shake siding per I-200 Ext. Elevations		\$ 46,082.00	
	Soffit & Fascia			\$ 9,556.00	
DIV 7	THERMAL & MOISTURE PROTECTION				\$ 229,453.00
	Insulation	6" fiber batt insulation on exterior walls		\$ 97,000.00	
	Fireproofing	Firecaulking exterior penetrations			Included
	Housewrap			\$ 37,268.00	
	Roofing	Asphalt shingle roof		\$ 78,185.00	
	Gutters & Downspouts	4" aluminum downspouts, 5" aluminum gutters		\$ 17,000.00	
DIV 8	OPENINGS				\$ 354,620.50
	Interior Doors, Frames and Hardware			\$ 159,620.50	
	Windows	White vinyl windows		\$ 195,000.00	
	Garage Doors	None on project			NIC
DIV 9	FINISHES				\$ 1,092,828.00
	Drywall	5/8" gyp board on exterior & dividing walls, 1/2" on interior		\$ 385,000.00	
	Stucco & Foam Shapes	Smooth finish stucco per A-200 and foam shapes/shutters/decorative exterior accessories		\$ 166,231.00	
	Flooring & Wall Tile	Builder grade LVT and carpet flooring, 12"x24" shower tile		\$ 140,550.00	
	Counter Tops	Level 1 quartz countertops, 3CM in kitchen, 2CM at bath with 4" splash		\$ 91,047.00	
	Painting			\$ 310,000.00	
	Wall Covering				NIC
DIV 10	SPECIALTIES				\$ 31,678.00
	Mirrors	standard framed mirrors		\$ 5,794.00	
	Fire Extinguishers			\$ 2,135.00	
	Bathroom Accessories	Harney or similar option as specs		\$ 5,336.00	
	Shelving	White wire shelving in closets		\$ 7,292.00	
	Mailboxes	Exterior mailboxes (1) per building		\$ 11,121.00	
DIV 11	EQUIPMENT				\$ 102,000.00
	Appliances	Standard whirlpool builder grade appliances		\$ 102,000.00	
DIV 12	FURNISHINGS				\$ -
	Window Treatments				NIC
	Bike Racks				NIC
	Benches				NIC
	Trash Receptacle				NIC
DIV 13	SPECIAL CONSTRUCTION				\$ -
	Swimming Pool				NIC
DIV 14	CONVEYING SYSTEMS				\$ -

DETAILED SOV

Brentwood Multifamily
Bryan Dairy Rd.
Largo, FL



7430 NE 4th COURT
MIAMI, FL 33138
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DIVISION	COMMENTS	QTY	RATE	SUB TOTAL	DIV TOTAL
	Elevators			NIC	
DIV 21	FIRE SUPPRESSION				\$ 73,600.00
	Fire Sprinklers			\$ 73,600.00	
DIV 22	PLUMBING				\$ 265,000.00
	Plumbing Labor			\$ 220,000.00	
	Plumbing Fixtures			\$ 45,000.00	
DIV 23	HVAC				\$ 217,478.00
	HVAC			\$ 217,478.00	
	CU Stands/RTU Curbs		<i>AC units to be mounted on ground level concrete pads</i>	NIC	
	Test & Balance			NIC	
DIV 26	ELECTRICAL				\$ 405,000.00
	Electrical			\$ 312,500.00	
	Site Lighting			\$ 60,000.00	
	Lighting Fixtures & Controls			\$ 32,500.00	
	Fire Alarm			Included	
DIV 27	TELECOMMUNICATIONS				\$ -
	Low Voltage		<i>Communications/Data</i>	Included	
				NIC	
DIV 28	ELECTRONIC SAFETY AND SECURITY				\$ -
	Access Control		<i>By owner</i>	NIC	
	Security		<i>By owner</i>	NIC	
DIV 31	EARTHWORK				\$ 950,000.00
	SITWORK PACKAGE			\$ 950,000.00	
	SITE DEMOLITION/EXCAVATION		<i>Site is ready for grading/underground utilities</i>	NIC	
	EARTHWORK		Balanced site included - no import of fill	Included	
	Building Pad Back-fill			Included	
	Sidewalk Sub-grade			Included	
	Pavement Sub-grade			Included	
	Landscaping Rough Grade			Included	
	EROSION CONTROL			Included	
	Construction Entrance			Included	
	Inlet Protection			Included	
	Silt Fence			Included	
	Soil Pre-treatment			Included	
	DEWATERING			NIC	
DIV 32	EXTERIOR IMPROVEMENTS				\$ 147,025.00
	SITE CONCRETE			Included	
	Sidewalk & Driveway Approach			Included	
	Curbs			Included	
	Curb & Gutter			Included	
	PAVEMENT/MARKING			Included	
	Limerock Base			Included	
	Asphalt Paving			Included	
	Pavement Marking & Signage			Included	
	Pavers			NIC	
	Irrigation			\$ 33,735.00	
	Landscaping			\$ 78,715.00	
	Privacy Fence		<i>Privacy fence dividing unit backyards</i>	\$ 34,575.00	
	Landscape Lighting			NIC	
DIV 33	UTILITIES				\$ -
	Selective Demolition of Utilities			NIC	
	Storm			Included	
	Water Services			Included	
	Fire Service			Included	
	Sewer			Included	
	Gas			NIC	
	Water Meters		<i>Provided by owner</i>	NIC	
	Telephone Underground			NIC	
	CATV Underground			NIC	
COST OF CONSTRUCTION				\$ 5,599,513.50	\$ 5,599,513.50

DETAILED SOV

Brentwood Multifamily
Bryan Dairy Rd.
Largo, FL



7430 NE 4th COURT
MIAMI, FL 33138
305 573 8030 | www.oringc.com

DIVISION	COMMENTS	QTY	RATE	SUB TOTAL	DIV TOTAL
INSURANCE					
GENERAL LIABILITY & WORKER'S COMPENSATION			1.25%		\$ 69,993.92
BUILDER'S RISK					NIC
ORIGIN FEE			6.50%		\$ 368,517.98
PROJECT CONTINGENCY					TBD
TOTAL					\$ 6,038,025.40

DETAILED SOV

PROJECT: Brentwood Multifamily
Bryan Dairy Rd.
Largo, FL



7430 NE 4th COURT
MIAMI, FL 33138
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ADD ALTERNATES

1			
2			
3			
4			
5			

EXCLUSIONS

1	Keying
2	Private provider costs and special inspections needed for structural work
3	Payment and performance bond
4	
5	

Note: GC FEE & insurance to be added to accepted Alternates as necessary

NOTES

- 1 This preliminary budget is based on Behar Peteranecz Architecture set dated (02-19-2021) and Civil permit set dated (08-18-2020).
- 2 Floor soundproofing NIC.
- 3 Upon receipt of final approved, permitted Construction Documents, pricing may require adjustments.
- 4 Pricing assumes existing construction and conditions are in compliance with all current applicable construction codes unless otherwise noted in above pricing.
- 5 Hazardous materials survey / abatement is not included.
- 6 Environmental / governmental / water / sewer impact fees are not included.
- 7 It is assumed that all materials and equipment can be delivered on site through loading docks / service elevators and no additional hoisting equipment is required.
- 8 All existing Mechanical, Electrical, Plumbing and Fire suppression systems are assumed to be in good working order and code worthy. Refurbishment or repair if required is not included. Any additional tests or balanced required are not included.
- 9 The base cost proposal does NOT include special ventilation requirements such as removing exterior glass and installing exhaust fans, rerouting fresh air / return ductwork, etc..
- 10 This cost proposal is based on the quantities and scope of work shown. Changes in the quantities / scope of work may result in the unit costs changing.
- 11 The ceiling space on the floors below are assumed to be accessible and to have sufficient space to accommodate the new under slab electrical work or piping lines and allow adequate slope as will be required. Relocation of any obstructions / rerouting of the plumbing lines or patching of hard ceilings, if required will be priced on a case by case basis.
- 12 This cost proposal is valid for 30 days from the date of the proposal. Current pricing as shown cannot be guaranteed past 30 days, due to current market conditions and pricing escalation. Materials and Equipment cannot be purchased until after submittal design team approval. Additional cost to be reviewed and approved by the owner prior to the progression of work.
- 13 It is assumed that all samples, submittals, shop drawings etc.. will be reviewed by the Architect and / or Engineer with a timeframe that coincides with the project schedule at no charge to ORIGIN Construction. It is also assumed that CAD files and / or PDF files will be provided to ORIGIN Construction as needed at no additional charge.
- 14 Change Orders will be billed at a cost of the work which includes additional General Conditions related to the changes in the scope of work and the same fee as the base contract rate.
- 15 Change Orders resulting in a reduction in the scope of work / contract amount will be credited back at the cost of the work as credited back to ORIGIN Construction by its suppliers and vendors. No fees or general conditions will be credited back for items that reduce the scope of work / contract amount.
- 16 All applicable sales taxes are included



11923 Oak Trail Way, Suite 111 – Port Richey, FL 34668

January 15, 2026

Pinellas County
Attention: Sheri Harris

RE: Case 19885 / Brentwood

Please accept this correspondence as follow up to your verbal inquiries regarding the multi-family funding application submitted for the Brentwood development. The responses to your questions below will provide the clarity you requested.

1. Provide narrative of how the county funds will be utilized

Brentwood BLT EIC, LLC is requesting \$800,000 dollars for the development of 13 affordable and workforce townhomes units that are part of a larger 25-unit mixed income townhome project located on Bryan Dairy Road in Pinellas Park. Brentwood BLT EIC, LLC is a partnership between Bright Community Trust and Ellavoz Impact Capital. We are proposing that the partnership be awarded the subsidy funds.

The county's subsidy dollars will be used exclusively for the vertical construction of the 13 affordable/workforce housing units. We are requesting that the funds be made available at the beginning of the vertical work.

2. Where are the infrastructure dollars coming from?

The infrastructure dollars will come from partner equity and loan proceeds. Per the project sources and uses, the partners are contributing \$1,260,562 in cash equity and the construction lender is providing \$5,010,843 through a senior loan facility.

3. Breakdown of the infrastructure expenditures, totaling the \$1M in proforma

Excel spreadsheet provided

4. Debt financing timeline

Once we can provide our lender with a Conditional Subsidy Award letter from Pinellas County, we believe we will be able to complete underwriting and get to a full Commitment within 90 days. We should be able to close approximately 60 days after the Commitment is issued.

5. Site plan approval (vertical) timeline

As you are aware, horizontal (infrastructure) development has been approved.

We anticipate the following schedule for vertical development approval.

Complete outstanding design work – March 2026

Submit plans to Building Department – April 2026

Obtain building permits – August 2026

I believe this is everything but, please do not hesitate if you need anything further to advance the Brentwood project application. The Brentwood team appreciates your time, assistance and continued communication.

Best

Renee Welch

Renee Welch
Bright Community Trust, Inc
Brentwood BLT EIC, LLC

THIS LEASE ("this Lease" or "the Lease") entered into this _____ day of _____, 20__ between Bright Community Trust, Inc. ("CLT") and _____ (Homeowner).

RECITALS

- A. The CLT is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low and moderate income people who would otherwise be unable to afford homeownership.
- B. A goal of the CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.
- C. The Leased Land described in this Lease has been acquired and is being leased by the CLT in furtherance of this goal.
- D. The Homeowner shares the purposes of the CLT and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of the CLT.
- E. Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.
- F. Homeowner and CLT agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in **Exhibit A: LEASED LAND** that is leased to the Homeowner.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in **Exhibit D DEED**, and all permanent improvements added thereafter by Homeowner at Homeowner's expense.

Base Price: the total price that is paid for the Home by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Purchase Option Price: the maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner's right to possess, occupy and use the Leased Land, as defined in Article 10 of this Lease.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land and any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT's Permission. The Homeowner may not mortgage the CLT's interest in the Leased Land, and may not grant any mortgage or deed of trust without CLT's permission.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written Notice of Default has been given by CLT.

ARTICLE 1: Homeowner's Letter of Agreement is Attached as Exhibits.

Attached as **Exhibit B: HOMEOWNER'S LETTER OF AGREEMENT** and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner's understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home).

ARTICLE 2: Leasing of Rights to the Land

2.1 CLT LEASES THE LAND TO HOMEOWNER: The CLT hereby leases to the Homeowner, and Homeowner hereby accepts the right to possess, occupy and use the Leased Land (described in the attached **Exhibit A: LEASED LAND**) in accordance with the terms of this Lease. CLT has furnished to Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and Homeowner accepts title to the Leased Land in its condition "as is" as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO HOMEOWNER: CLT does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the CLT, but the CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____ unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period, but only if these changes do not materially and adversely interfere with the rights possessed by Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph ("the Expiration Notice"). The Expiration Notice shall also describe any changes that CLT intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner's desire to renew ("the Renewal Notice"); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When Homeowner has exercised the option to renew, Homeowner and CLT shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in **Section 14.12** below. The CLT shall record this

memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND: If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease, but shall remain binding on the new land- owner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency, or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached **Exhibit C: FIRST REFUSAL**. Any sale or other transfer contrary to this **Section 3.3** shall be null and void.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed.

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. Homeowner shall maintain all parts of the Home and Leased Land in safe, sound, and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by **Section 9.4** of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 10 MONTHS EACH YEAR: Homeowner shall homestead and occupy the Home for at least 10 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's child, spouse, or other persons approved by CLT shall be considered occupancy by Homeowner. Neither compliance with the occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in **Section 4.5** below.

4.5 LEASED LAND MAY NOT BE SUBLEASED WITHOUT CLT'S PERMISSION. Except as otherwise provided in Article 8 and Article 10, Homeowner shall not sublease, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. Homeowner agrees that CLT shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to the following conditions:

- a) Any sublease shall be subject to all of the terms of this Lease.
- b) The rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by the CLT, plus an amount approved by CLT to cover Homeowner's costs in owning the Home, including but not limited to the cost of taxes, insurance, and mortgage interest.

4.6 **CLT HAS A RIGHT TO INSPECT THE LEASED LAND:** The CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 24 hours before the planned inspection. No more than two regular inspections may be carried out in a single year, except in the case of an emergency. In an emergency, the CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the inspection.

If the CLT has received an Intent-To-Sell Notice (as described in **Section 10.4** below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The CLT must notify the Homeowner at least 24 hours before carrying out such inspection.

4.7 **HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT:** Homeowner has the right to quiet enjoyment of the Leased Land. The CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: Lease Fee

5.1 **AMOUNT OF LEASE FEE:** The Homeowner shall pay a monthly Lease Fee in an amount of _____ and No/100 Dollars (\$____.00) to be paid in return for the continuing right to possess, occupy and use the Leased Land. In order to keep the Ground Lease Fee reasonably current, the fee shall be recalculated every third (3rd) year during the term of the Ground Lease and shall never increase by more than Five Dollars (\$5.00), or 3% of the previous lease fee charged for the previous three-year period, whichever is greater.

5.2 **WHEN THE LEASE FEE IS TO BE PAID:** The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by that Mortgagee.

5.3 **CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY:** CLT may reduce or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.4 **LAND USE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED:** If, for any reason, the provisions of Article 10 regarding transfers of the Home or **Sections 4.4** and **4.5** regarding occupancy and subleasing are suspended or invalidated for any period of time. Then during that time, the Land Use Fee shall be increased to an amount calculated by CLT to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions. Such

increase shall become effective upon CLT's written notice to Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the CLT may, from time to time, further increase the amount of such Land Use Fee, provided that the amount of the Land Use Fee does not exceed the fair rental value of the property, and provided that such increases do not occur more often than once in every three years.

5.5 IF PAYMENT IS LATE, INTEREST CAN BE CHARGED: If the CLT has not received any monthly installment of the Lease Fee within five (5) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a monthly late charge of Fifteen and No/100 Dollars (\$15.00). The CLT may require Homeowner to pay interest on the unpaid amount from the Due Date through and including the date such payment or installment is received by CLT, at a rate not to exceed an APR of 10%. Such interest shall be deemed additional Lease Fee and shall be paid by Homeowner to CLT upon demand; provided, however, that CLT shall waive any such interest that would otherwise be payable to CLT if such payment of the Lease Fee is received by CLT on or before the thirtieth (30th) day after the Due Date.

5.6 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD: In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to Homeowner. The CLT shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages as defined in **section 8.1** below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to the CLT's interest in the Leased Land).

6.2 CLT WILL PASS ON ANY TAX BILLS IT RECEIVES TO HOMEOWNER: In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in **Section 6.1** above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF: When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND: All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be property of the Homeowner. Title to the Home shall be and remain vested in the Homeowner. However, Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and the CLT's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land, as described in the Deed, a copy of which is attached to this Lease as **Exhibit D: DEED**.

7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS: Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square-footage, or height of the house shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of CLT.

For any construction requiring CLT's prior written consent, Homeowner shall submit a written request to the CLT. Such request shall include:

- a) a written statement of the reasons for undertaking the construction;
- b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;
- c) a list of the necessary materials, with quantities needed; and
- d) a statement of who will do the work.

If the CLT finds it needs additional information, it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW STATUTORY LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the CLT's title to the Leased Land. Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means

permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning, and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. Homeowner shall maintain the Home and Leased Land as required by **Section 4.2** above and shall see that all necessary repairs and replacements are accomplished when needed.

7.6 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE HOMEOWNER: Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by the CLT.

ARTICLE 8: Financing

8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT'S PERMISSION: The Homeowner may mortgage the Home only with the written permission of CLT. Any mortgage permitted in writing by the CLT is defined as a Permitted Mortgage, and the holder of such a mortgage or deed of trust is defined as a Permitted Mortgagee. If required by the CLT, both the Homeowner and the CLT shall execute the Community Land Trust Ground Lease Rider, attached hereto as **EXHIBIT G: COMMUNITY LAND TRUST GROUND LEASE RIDER**, which ensures that the ground lease conforms to guidelines from either Fannie Mae and/or Freddie Mac for mortgages secured by properties held under a community land trust ground lease, and which shall be recorded by the CLT along with this Lease.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHERSUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to the CLT must include:

- a. the name of the proposed lender;
- b. Homeowner's reason for requesting the loan;
- c. the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- d. expected closing costs;
- e. the rate of interest;
- f. the repayment schedule;
- g. a copy of the appraisal commissioned in connection with the loan request.

CLT may also require Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or the CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE" The CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "**Exhibit E: Permitted Mortgages, Part C,**" and for which the loan secured thereby does not increase Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in "**Exhibit E: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee,**" which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in "**Exhibit E: Permitted Mortgages, Part B, Rights of Permitted Mortgagee,**" which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in

Section 10.10 below. Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. Homeowner shall defend, indemnify, and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.3 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND. Homeowner shall, at Homeowner's expense, keep the Home continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the CLT of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of **One Hundred Thousand and NO/100 Dollars (\$100,000.00)** per occurrence and in the aggregate. The CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to the CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage may be increased from time to time at the CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in homeowner's liability

insurance coverage in the area in which the Home is located.

9.5 WHAT HAPPENS IF HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then Homeowner shall notify CLT of this problem, and CLT may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease; FIFTH, to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above;

SIXTH, the balance, if any, to the CLT.

9.6 WHAT HAPPENS IF SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in **Section 9.5** above for insurance proceeds.

In the event of a taking of a portion of the Leased Land that does not result in damage to the Home or significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in **Section 9.5** above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under **Section 9.5**.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination

of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated as a result of damage, destruction or taking, CLT shall take reasonable steps to allow Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. Homeowner understands that there are numerous reasons why it may not be possible to make such a home available, and shall have no claim against CLT if such a home is not made available.

ARTICLE 10: Transfer of the Home

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS: Homeowner may transfer the Home only to the CLT or an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

"Income-Qualified Person" shall mean a person or group of persons whose household income does not exceed _____ percent (___%) of the median household income for the applicable Standard Metropolitan Statistical Area or Jurisdiction as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of Homeowner's estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and Homeowner's rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as "a," "b," or "c," provided that a Letter of Agreement and a Letter of Attorney's Acknowledgment (as described in Article 1 above) are submitted to CLT to be attached to the Lease when it is transferred to the heirs:

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or
- c) member(s) of the Homeowner's household who have resided in the Home for at least one year immediately prior to Homeowner's death.

Any other heirs, legatees, or devisees of Homeowner, in addition to submitting Letters of Agreement and Attorney's Acknowledgment as provided above, must demonstrate to CLT's

satisfaction that they are Income-Qualified Persons as defined above. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article 10.

10.4 HOMEOWNER'S NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner's Property, Homeowner shall notify CLT in writing of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER GIVING NOTICE, HOMEOWNER SHALL COMMISSION AN APPRAISAL: No later than ten (10) days after CLT's receipt of Homeowner's Intent-to-Sell Notice, Homeowner shall commission a market valuation of the Leased Land and the Home (the Appraisal) to be performed by a duly licensed appraiser who is acceptable to CLT and Homeowner. Homeowner shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Leased Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy and transfer of the property. The Appraisal shall state the values contributed by the Leased Land and by the Home (consisting of improvements only) as separate amounts. Copies of the Appraisal are to be provided to both CLT and Homeowner. CLT may, but is not obligated to, waive this Appraisal on request of Homeowner if, in CLT's sole discretion, the Appraised Value will exceed the Formula Price as defined in Section 10.9 below.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income- Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, CLT shall exercise the Purchase Option by notifying Homeowner, in writing, of such election (the Notice of Exercise of Option) within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.

The purchase (by CLT or CLT's assignee) must be completed within sixty (60) days of CLT's Notice of Exercise of Option, or Homeowner may sell the Home and Homeowner's rights to the Leased Land as provided in **Section 10.7** below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and Homeowner.

Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney's Acknowledgement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another party.

10.7 IF PURCHASE OPTION EXPIRES, HOMEOWNER MAY SELL ON CERTAIN TERMS: If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed by **Section 10.6** above, Homeowner may sell the Home to any

Income-Qualified Person for not more than the then applicable Purchase Option Price. If Homeowner has made diligent efforts to sell the Home for at least six months after the expiration of the Purchase Option (or six months after the expiration of such sixty-day period) and the Home still has not been sold, Homeowner may then sell the Home, for a price no greater than the then applicable Purchase Option Price to any party regardless of whether that party is an Income-Qualified Person, but the other provisions of this Lease Agreement will still apply.

10.8 AFTER ONE YEAR CLT SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its option and complete the purchase of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CLT's costs of sale and any other sums owed CLT by Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OR FORMULA PRICE: In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of: (a) the value of the Home (consisting of improvements only) as determined by the Appraisal commissioned and conducted as provided in 10.5 above or (b) the price calculated in accordance with the formula described below (the Formula Price).

10.10 HOW THE FORMULA PRICE IS CALCULATED: The Formula Price shall be equal to the Homeowner's Base Price (which CLT and Homeowner agree is \$ _____) plus:

- a) Zero Percent (0%) if the Improvements are sold two (2) years or less from the date of purchase; or
- b) If the Improvements are sold later than two (2) years from the original date of purchase, then Two-and-a-half percent (2.5%) per year, on a straightline, non-compounding basis, for each year of ownership beginning with year three (3), prorated from the beginning of the third year.

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: The CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article.

10.12 The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by the CLT.

10.13 TRANSFER FEE. In the event that Homeowner sells the Home to a party other than CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than 2.0% of the Purchase Option Price of the Home.

ARTICLE 11: RESERVED

ARTICLE 12: DEFAULT

12.1 WHAT HAPPENS IF HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner makes a good faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

12.2 WHAT HAPPENS IF HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

12.3 WHAT HAPPENS IF HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS: It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Homeowner is judicially declared bankrupt or insolvent according to Law, or if any assignment is made of the property of Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION:

a) **TERMINATION:** In the case of any of the events of default described above, CLT may terminate this lease and initiate summary proceedings under applicable Law against Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in **Section 7.7** above, upon thus assuming title to the Home, CLT shall pay to Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with **Section 10.9** above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit: Permitted Mortgages) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

b) EXERCISE OF OPTION: In the case of any of the events of default described above, Homeowner hereby grants to the CLT (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in **Sections 12.1** or **12.2** above or within 30 days after any of the events constituting an Event of Default under **Section 12.3** above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this **Section 12.4(b)**. Not later than ninety (90) days after the CLT gives notice to the Homeowner of the CLT's intent to exercise its option under this Section 12.4(a), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 WHAT HAPPENS IF CLT DEFAULTS: CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

13.2 Homeowner and CLT shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 14: GENERAL PROVISIONS

14.1 RESERVED

14.2 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: Bright Community Trust

with a copy to: _____

If to Homeowner: _____

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than _____ in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers other than _____ Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost or damage which may result from such claim.

14.4 SEVERABILITY AND DURATION OF LEASE: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons:

NOTE: List an identifiable group of small children, e.g., the children living as of the date of this Lease of any of the directors or employees of a specified corporation.

14.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Homeowner. Such right shall be as specified in **Exhibit C: FIRST REFUSAL**. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 WAIVER: The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.7 CLT'S RIGHT TO PROSECUTE OR DEFEND: CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or Homeowner's interest in the Leased Land. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

14.8 NON-DISCRIMINATION COVENANT: This Ground Lease is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602, if applicable. Therefore, in regard to this transfer of leasehold, the CLT hereby creates a covenant running with the land prohibiting discrimination as herein defined in the sale, lease or rental, or in the use or occupancy of the above described premises, or in any improvements erected

or to be erected thereon, providing that the CLT, _____, Florida, and the United States are beneficiaries of and entitled to enforce this covenant.

14.9 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.10 HEADINGS AND TABLE OF CONTENTS: The headings, subheadings and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.11 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by CLT and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.12 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or Homeowner.

14.13 RECORDING: The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to CLT's attorneys. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease at _____
day and year first above written.

WITNESSES:

Signature

Print Name

Signature

Print Name

HOMEOWNER:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization this ____ day of _____, 20____, by _____,
who is personally known to me or who have produced _____ as
identification.

Notary Seal:

Notary Public, State of Florida at Large

Name Typed, Printed or Stamped

WITNESSES:

BRIGHT COMMUNITY TRUST, INC.:

Signature

Signature

Print Name

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____, who is personally known to me or who have produced _____ as identification.

Notary Seal:

Notary Public, State of Florida at Large

Name Typed, Printed or Stamped

Exhibit A: LEASED LAND
[Exhibit to Lease]

Folio #:

Address:

Legal Description:

Exhibit B: RIGHT OF FIRST REFUSAL

[Exhibit to Lease]

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

- a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.
- b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.
- c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property.

[Exhibit to Lease]

Exhibit C: DEED

This Instrument Was Prepared By:
Bright Community Trust
11923 Oak Trail Way, Suite 111
Port Richey, FL 34668
Record and Return To: Bright Community Trust



LEASE HOLD WARRANTY DEED

THIS LEASE HOLD WARRANTY DEED made this ____ day of _____, 20__ between **Bright Community Trust, Inc., a Florida Nonprofit Corporation,** (the "Grantor"), whose mailing address is 11923 Oak Trail Way, Suite 111, Port Richey, FL 34668, and _____, (the "Grantee"), whose mailing address is _____.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the following:

THE BUILDING AND IMPROVEMENTS PRESENTLY EXISTING ON REAL PROPERTY MORE PARTICULARLY DESCRIBED AS LOT ___ BLOCK ___ OF _____ SUUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ___ AT PAGE ___ OF THE PUBLIC RECORDS OF _____ COUNTY, FLORIDA, TOGETHER WITH A LEASEHOLD INTEREST IN THE LAND PURSUANT TO A 99-YEAR GROUND LEASE, A MEMO OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF _____ COUNTY, FLORIDA.

Folio No: _____

It is the intention of the parties hereto that, following the delivery of this Lease Hold Warranty Deed and the execution of the Ground Lease, Grantee shall own a fee interest in the improvements existing on the land and a leasehold interest in the land.

The conveyance made under this Lease Hold Warranty Deed shall be subject to the Ground Lease and the matters listed on EXHIBIT ____ attached hereto and made a part hereof, and the following:

1. All easements, conditions, covenants, restrictions, reservations, limitations, and agreements of record, provided this instrument shall not re-impose same.
2. Real estate taxes for the year 20__ and all subsequent years.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.
4. This Lease Hold Warranty Deed is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602, if applicable. Therefore, in regard to this transfer of land, the Grantor hereby creates a covenant running with the land prohibiting discrimination as herein defined in the sale, lease or rental, or in the use or occupancy of the above described premises, or in any improvements erected or to be erected thereon, providing that the Grantor, _____, Florida, and the United States are beneficiaries of and entitled to enforce this covenant.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the property being conveyed; that Grantor has good right and lawful authority to sell and convey the improvements together with a leasehold interest in the real property; and that Grantor does hereby fully warrant the title to the improvements and the leasehold interest in the real property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Lease Hold Warranty Deed on the day and year first above written.

WITNESSES:

BRIGHT COMMUNITY TRUST, INC.:

Signature

Signature

Print Name

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20____, by _____, who is personally known to me or who have produced _____ as identification.

Notary Seal:

Notary Public, State of Florida at Large

Name Typed, Printed or Stamped

Exhibit D: PERMITTED MORTGAGES
[Exhibit to Lease]

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), the CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT's intent to purchase the Home within thirty (30) days following CLT's receipt of the Permitted Mortgagee's notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.

4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT's interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner, Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of ARTICLE 9 hereof.

8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both CLT and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made

by CLT, Homeowner and the Permitted Mortgagee.

5. The CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CLT sends a notice of default under the Lease to Homeowner, CLT shall also send a notice of Homeowner's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in **Section 14.2** of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CLT by a written notice to CLT sent in the manner set forth in said **Section 14.2** of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in **Section 8.4** of this Lease, shall be written as follows, and shall be signed by Mortgagee and Homeowner.

*This Agreement is made by and among: _____ (Mortgagee) and
_____ "Homeowner ",*

Whereas:

a) *Bright Community Trust, Inc. CLT (the "CLT ") and Homeowner have entered, or are entering, into a ground lease ("the Lease "), conveying to Homeowner a leasehold interest in the Land located at _____ ("the Leased Land"); and Homeowner has purchased, or is purchasing, the Home located on the Leased Land ("the Home ").*

The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the "Mortgage") in the Leased Land and Home, all as more particularly set forth in the Mortgage attached hereto as Schedule A.

b) *The Ground Lease states that the Homeowner may mortgage the Leased Land only with the written consent of CLT. The Ground Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein ("the Stipulated Conditions").*

Now, therefore, the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and

conditions of the Mortgage shall include the Stipulated Conditions stated below.

Stipulated Conditions:

- 1) If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), the CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.
- 2) If after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.
- 3) If the Mortgagee acquires title to the Home and Homeowner's interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner's interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT's intent to make such purchase within thirty (30) days following the CLT's receipt of the Mortgagee's notice of such acquisition of the Home and Homeowner's interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and Homeowner's interest in the Leased Land to another person;
- 4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Mortgage.
- 5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of the CLT's interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof
- 6) The Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner and Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)
- 7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.
- 8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

By: _____ for Mortgagee Date: _____

_____ for Homeowner/Mortgagor Date: _____

EXHIBIT E: Community Land Trust Ground Lease Rider
[Exhibit to Lease]

THIS COMMUNITY LAND TRUST GROUND LEASE RIDER (the "Rider") is made this _____, and amends and supplements a certain ground lease referred to herein as "the CLT Ground Lease") dated that is by and between Bright Community Trust, Inc. as lessor (herein referred to as "the "Lessor" but may otherwise be referred to in the CLT Ground Lease as the "CLT") and _____, as lessee (herein referred to as "the "Lessee" but may otherwise be referred to in the CLT Ground Lease as "Homeowner"). This Rider shall be deemed incorporated into the CLT Ground Lease, and the CLT Ground Lease as amended by this Rider, shall hereafter be referred to as the "Lease," unless otherwise indicated.

The CLT Ground Lease is a long-term lease of the Lessor's fee interest in the land located at _____, referred to herein as the "Leased Land," as improved by a residential structure or unit, referred to herein as the "Improvements." The Leased Land and the Improvements are collectively referred to herein as the "Leased Premises."

This Rider amends the CLT Ground Lease for the purpose of enabling the Lessee to obtain Fannie Mae financing in the form of a mortgage or deed of trust given this _____ day of _____, 20____, by Lessee to _____ (the "Specified Mortgage") and the interest of the Specified Mortgagee in the Leased Premises as secured by such mortgage or deed of trust may be referred to herein as the "Leasehold Estate." The Specified Mortgage is recognized by Lessor as a "Permitted Mortgage" (or as such concept is otherwise defined) under the CLT Ground Lease, and the holder of the Specified Mortgage (the "Specified Mortgagee") is recognized as a "Permitted Mortgagee" (or as such concept is otherwise defined) under the CLT Ground Lease.

ADDITIONAL COVENANTS. Notwithstanding anything to the contrary contained in the CLT Ground Lease, and in addition to the covenants and agreements made in the CLT Ground Lease, the Lessor and the Lessee further covenant and agree, so long (but only so long) as the Specified Mortgagee, its successors and assigns shall have an interest in the Leased Premises, as a holder of the Specified Mortgage or as an owner of the Lessee's interest pursuant to any sale after or in lieu of foreclosure, the following provisions shall apply to the CLT Ground Lease as modifications thereof:

A. No Assignment or Transfer. The making of the Specified Mortgage shall not be deemed to constitute an assignment or transfer of the Lease or Leasehold Estate so as to require the Specified Mortgagee to assume the performance of any of the Lessee's obligations under the Lease.

B. Status of the Fee Estate. The Lessor represents and warrants that there is no existing mortgage on the fee estate, and so long as the Specified Mortgage shall remain on the Leased Premises, the Lessor and the Lessee shall not subordinate the Lease to any mortgage or lien that may hereafter be placed on the fee estate. Notwithstanding the foregoing, a state- or local-government entity ("Government Entity") may hold a prior recorded interest (represented by recorded covenants, a mortgage or deed of trust, other lien) on the fee estate if the Government Entity has agreed that in the event it (including its successors and assigns) succeeds to the interest of the Lessor under the Lease by any remedy available to the Government Entity by law or pursuant to its lien, the Government Entity shall recognize all the terms of the Lease and this Rider

as though the Government Entity were acting as the Lessor. Such recognition must include, but is not limited to, the provisions of this Rider whereby all provisions of the Lease regarding (a) occupancy of the Leased Premises as a primary residence by the Lessee, (b) limitation on assignment of, or sublease under, the Lease, (c) the price at which the Leasehold Estate may be transferred, and (d) the income of successive transferees, assignees or successors, shall, in the event of foreclosure or assignment in lieu of foreclosure of the Specified Mortgage, be of no further force or effect with respect to such Specified Mortgagee or its successive transferees, assignees or successors. Further, in such event of the Government Entity succeeding to the interests of the Lessor, the Lessee hereby agrees to recognize the Government Entity as exercising all rights and privileges of the Government Entity as lessor under the Lease and this Rider.

Such agreement by the Government Entity may be evidenced by the agreement between the Government Entity and the Lessor under which the Government Entity's prior recorded interest is derived, or by use of a recognition agreement derived from a sample the Specified Mortgage may obtain from Fannie Mae. Irrespective of any interest by a Government Entity, the Specified Mortgage shall constitute a first leasehold lien on the Leased Premises, and shall have priority over the Lessor's reversionary interest. If the Lessor conveys title to the Leased Land while the Specified Mortgage remains on the Leased Premises, the Lease shall remain in effect with the same priority thereto.

C. Termination, Forfeiture and Modification of Lease. There shall be no termination, forfeiture, or modification of the Lease, except as provided in this Rider, without the prior written consent of the Specified Mortgagee. The Lessor and Lessee shall amend the Lease from time to time as reasonably requested by the Specified Mortgagee, as long as the requested changes do not change the periodic fee, charge or payment due the Lessor for the rights accorded the Lessee under the Lease (the "Ground Lease Fee"), and do not materially or adversely affect the rights of Lessor or Lessee or their respective interests in the Leased Premises. An adjustment of the Ground Lease Fee may be made by the Lessor as provided in the Lease, without prior approval of the Specified Mortgagee, so long as written notice has been delivered to the Specified Mortgagee at least 60 days prior to the effective date of such adjustment with respect to adjustments other than those (i) that were scheduled at the time the Specified Mortgage was given, and (ii) reflecting routine, periodic updates to variable expenses such as property taxes and liability insurance premiums; provided, however, that the Specified Mortgagee shall have the right to arbitrate (as provided herein) any dispute as to an adjustment of the Ground Lease Fee.

D. New Lease. In the event the Lessee's interest in the Lease has been terminated, forfeited, or surrendered as provided in the Lease, and the Specified Mortgage remains outstanding, a new Lease shall automatically be created between the Lessor and the Specified Mortgagee, which Lease shall be for the remainder of the term of the Lease, with the same priority thereto, and shall be subject to the same terms of the Lease as would be applicable pursuant to Section E.1. below where the Specified Mortgagee had accelerated its note, foreclosed on the Specified Mortgage, taken an assignment in lieu of foreclosure, or exercised its other remedies for default.

E. Mortgage Default or Foreclosure. Subject to the following, upon the occurrence of an event of default under the Specified Mortgage (as determined by the Specified Mortgagee—an "Event of Default"), and without the consent of the Lessor, the Specified Mortgagee shall be permitted to

accelerate its note, foreclose on the Specified Mortgage, take an assignment in lieu of foreclosure, or exercise its other remedies for default.

Further:

1. Upon the occurrence of an Event of Default under the Specified Mortgage, the Lessee shall immediately notify the Lessor of such Event of Default and shall submit to Lessor copies of all notices the Lessee received from the Specified Mortgagee relating thereto. The Specified Mortgagee and the Lessor shall endeavor to communicate and cooperate in efforts to deal with the circumstances of the Event of Default and the actions the parties may take relating thereto; provided, however, the Specified Mortgagee shall have no obligation to give formal legal notice of the Event of Default to the Lessor.
2. The Lessee and the Specified Mortgagee agree that the Lessor shall have the right, but not the obligation, to cure an Event of Default in the Lessee's name and on the Lessee's behalf. If such cure is not effective and continuing, nothing herein shall be construed to prevent or delay the Specified Mortgagee from its pursuit of foreclosure and any other available remedies. The Lessee shall be responsible to the Lessor for all payments made, and expenses incurred, by the Lessor in curing such default.
3. Should the Lessor not choose to cure an Event of Default as specified above, the Lessor shall nevertheless have the option to purchase from the Specified Mortgagee its interest in the Leasehold Estate on the Leased Premises for the full amount owing to the Specified Mortgagee under the Specified Mortgage as of the date of closing of the purchase, upon written notice given by the Specified Mortgagee (the "Mortgagee Option Notice") not later than 60 days following acquisition of title to the Leasehold Estate by the Specified Mortgagee by foreclosure or by an assignment in lieu of foreclosure; provided, however, the Specified Mortgagee may give such written notice following the occurrence of an Event of Default under the Specified Mortgage and prior to the completion of foreclosure proceedings. If the Lessor elects to exercise such option to purchase, the Lessor shall give written notice to the Specified Mortgagee of the Lessor's intent to purchase the Leasehold Estate (the "Lessor Option Notice") within 45 days following the Specified Mortgagee's giving of the Mortgagee Option Notice; provided, however, at the option of the Lessor, in the event the Mortgagee Option Notice is given prior to the completion of foreclosure proceedings by the Specified Mortgagee, the Lessor shall, within such 45-day period, be able to give a written notice to the Specified Mortgagee that it will delay giving the Lessor Option Notice until a date that is not later than 30 days following written notice from the Specified Mortgagee of its acquisition of title to its interest in the Leasehold Estate on the Leased Premises.

The Lessor shall complete the purchase of the Specified Mortgagee's interest in the Leasehold Estate within 60 days of giving the Lessor Option Notice. If the Lessor does not complete the purchase within the allotted 60 days, the Specified Mortgagee shall be free to sell its interest to another person or entity. Further, if the Lessor does not complete the purchase within the allotted 60 days, the Lessor agrees to pay to the Specified Mortgagee its costs of holding its interest in the Leasehold Estate from the date of the Lessor Option Notice until the expiration of such 60-day period. If the Lessor does not purchase the Specified Mortgagee's interest in the Leasehold Estate as described herein, the Leasehold Estate may be transferred, mortgaged and sublet an

unlimited number of times, and the Lessor shall not require a credit review or impose other qualifying criteria on any such transferee, mortgagee or sublessee.

4. In the event of foreclosure or assignment in lieu of foreclosure, which results in the conveyance of the Leasehold Estate on the Leased Premises from the Lessee, any adjustment of the Ground Lease Fee to reflect then current fair market rental value as provided in the Lease, shall be subject to the approval of the Specified Mortgagee. The Specified Mortgagee and the Lessor shall attempt to resolve any dispute concerning such adjustment of the Ground Lease Fee, through the normal interaction of the parties, or through formal mediation as the case may warrant. If the dispute remains unresolved, the Specified Mortgagee and the Lessor shall submit the dispute as to the fair market rental value to binding arbitration.

5. In the event the Specified Mortgagee acquires title to the Leasehold Estate on the Leased Premises through foreclosure or assignment in lieu of foreclosure of the Specified Mortgage, all provisions of the Lease regarding (a) occupancy of the Leased Premises as a primary residence by the Lessee, (b) any limitation on the assignment of, or sublease under, the Lease, (c) any obligation to target certain

populations in marketing the Leasehold Estate to potential transferees, (d) the price at which the Leasehold Estate on the Leased Premises may be transferred, and (e) the income of successive transferees, and their successors and assigns, shall be of no further force or effect with respect to such Specified Mortgagee or its successive transferees, assignees or successors. The foregoing sentence shall not be construed to invalidate other Lease provisions regarding permitted use of the Leased Premises. Any transfer or assignment of the Leasehold Estate encumbered by the Specified Mortgage as provided for in this paragraph shall be deemed a permitted sale, transfer or assignment of the Lease and the Leasehold Estate. Further, in such event, the Leasehold Estate may be transferred, mortgaged and sublet an unlimited number of times, and the Lessor shall not require a credit review or impose other qualifying criteria on any such transferee, mortgagee or sublessee.

F. Lease Default. There shall be no forfeiture or termination of the Lease except for (i) the nonpayment of amounts due under the Lease, and (ii) violation of one or more provisions of the Lease addressing the following: (a) prohibition or restrictions on the sale or transfer of the Lessee's interest (however, non-sale transfers resulting from marriage, divorce, death of a spouse, or a transfer otherwise permitted by applicable federal law, may not constitute a basis for default under the Lease, though the Lessor may require such transferee to agree to assume the transferor's obligations under the Lease), and (b) requirement that the Lessee occupy the Leased Premises as primary residence. Provided, however, such forfeiture or termination shall be subject to the Specified Mortgagee's right to cure a monetary default, or otherwise foreclose or take an assignment of the Leasehold Estate in lieu of foreclosure with respect to the Lessee's monetary or non-monetary default. Notwithstanding the foregoing, nothing herein shall be construed to require the Specified Mortgagee to cure any non-monetary default. Further, the Specified Mortgagee shall become subrogated to any and all rights of the Lessee with respect to such curing of a default. If the Lessee's default shall be cured as provided in the Lease, and the Specified Mortgagee shall discontinue its foreclosure or assignment in lieu of foreclosure proceedings, the Lease shall continue in full force and effect as if the Lessee had not defaulted. A default by the Lessee under the Lease shall constitute a default under the Specified Mortgage.

G. Lease Default Notice. Notwithstanding the notice requirements provided in the Lease, no default notice by the Lessor shall be deemed to have been given unless and until a copy thereof shall have been so given to the Specified Mortgagee.

H. Insurance. All insurance policies covering the Improvements shall by endorsement name the Specified Mortgagee as an additional insured and loss payee, and provide the Specified Mortgagee with 30 days cancellation notice.

I. Casualty and Condemnation. If the Leased Premises are destroyed or taken to such an extent that the Lease is to be terminated, the insurance proceeds or condemnation award, as the case may be, shall be applied first in an amount sufficient to satisfy the Specified Mortgage. Upon the termination of the Lease as a result of a partial destruction or a condemnation of less than the entire Leased Premises, the total insurance proceeds or condemnation award, as the case may be, shall be paid to an appointed trustee, who shall first apply such insurance proceeds or condemnation award in accordance with the Specified Mortgage for restoration of the Improvements (if such trustee determines that the Improvements may reasonably be restored to a residential use consistent with the Lease), with the balance of such insurance proceeds or condemnation award to be allocated between the Lessor and Lessee as otherwise provided in the Lease. The Specified Mortgagee shall be entitled to participate in (i) the adjustment of all casualty losses and (ii) all condemnation proceedings and settlement discussions. Any insurance proceeds or condemnation award shall be applied in accordance with the Specified Mortgage. The Specified

Mortgagee shall also be entitled to participate in the adjustment of the Ground Lease Fee as a result of a partial destruction or taking.

J. Force Majeure. The Lessee shall not be in default where performance is delayed or prevented by "Acts of God," war, civil commotion, strikes, labor disputes or the like.

K. Easements and Alterations. Additions to and alternations in the Improvements may be made as provided in the Lease, as long as the value of the Leased Premises is not diminished. The Lessor, as owner of the fee interest in the Leased Land, shall join in all easements, permits and applications necessary for such development of the Leased Premises as is permitted under the Lease, provided that the Lessor shall have no liability or obligation under such easement, permit or application.

L. Arbitration. The Specified Mortgagee shall have the right to participate in any arbitration or legal proceedings between the Lessor and the Lessee. Any arbitration proceedings shall be conducted in accordance with arbitration statutes applicable in the state where the Leased Premises are located.

M. Merger. If the estates of the Lessor and Lessee are at any time owned by the same person, so long as the Specified Mortgagee has any interest in the security or in the Specified Mortgage, such person shall take all necessary steps to ensure that the Specified Mortgage constitutes a first lien on the combined estate.

N. Sublease. There shall be no modification, cancellation, or surrender of any subleases, or prepayment of rent thereunder without the consent of the Specified Mortgagee. If the Specified Mortgagee forecloses on the Leased Premises, or takes an assignment in lieu of foreclosure, all subtenants shall attorn to such Specified Mortgagee or its assignee.

O. Estoppel Certificate. The Lessor shall, from time to time, with 10 days written notice from the Specified Mortgagee, certify by written instrument, duly executed and acknowledged, to such Specified Mortgagee that the Lease has not been amended, the Lease is in full force and effect, that neither party is in default thereunder, and shall certify as to the existence of any offsets, counterclaims or defenses on the part of the Lessee.

P. Conflict. In the event of a conflict between the terms and provisions of this Rider and the terms and provisions of the Lease, the terms and provisions of this Rider shall control.

BY SIGNING BELOW, the Lessor and the Lessee accept and agree to the terms and conditions of this Rider

IN WITNESS WHEREOF, the parties have executed this Rider at, on the day and year first written above.

WITNESSES:

BRIGHT COMMUNITY TRUST, INC.:

Signature

Signature

Print Name

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____, who is personally known to me or who have produced _____ as identification.

Notary Seal:

Notary Public, State of Florida at Large

Name Typed, Printed or Stamped

Return and Record to:
Bright Community Trust
11923 Oak Trail Way, Suite 111
Port Richey, FL 34668

EXHIBIT F
MEMORANDUM OF GROUND LEASE

This Memorandum Of Ground Lease (the "Memorandum") is made and entered into this ___ day of _____, 20__ by and between _____, whose address is (the "Homeowner") and **Bright Community Trust, Inc.**, a Florida not for profit corporation, the mailing address of which is 11923 Oak Trail Way, Suite 111, Port Richey, FL 34668 (the "CLT").

WITNESSETH:

The CLT is the owner of certain real property located in _____, Florida, more particularly described as follows, hereinafter referred to as the "Leased Land":

Lot _____ Block _____

The Homeowner is the owner of the house and other improvements (the "Home") located on the Leased Land and purchased the Home subject to the terms of an unrecorded Ground Lease (the "Lease") between the CLT as the lessor and the Homeowner as the lessee, which Ground Lease is dated _____.

The provisions of the Lease include the following:

1. The Lease commences on _____ and terminates on _____.
2. The Lease is subject to a renewal for an additional period of 99 years.
3. The Lease prohibits Homeowner from mortgaging the Home and Homeowner's interest in the Leased Land without the consent of the CLT.
4. The Lease requires that, in the event the Homeowner intends to sell the Home, Homeowner shall notify the CLT of such intent; and that, thereupon, the CLT shall have the option to purchase the Home on the terms and conditions contained in the Lease. The Home may not be conveyed to a third party without compliance with the terms of the Lease.
5. The Lease stipulates that the Homeowner's interest in the Leased Land shall not be assigned or subleased without the prior written consent of the CLT.
6. The Lease requires that the Leased Land be used only for residential purposes. Any additions or alterations to the Home must comply with the terms of the Lease.
7. No liens for services, labor, or materials shall attach to the CLT's title to the Leased Land.

8. The Lease requires the Homeowner to make certain monthly payments. The initial Land Lease Fee will be _____ dollars and 00/100s (\$____.00). This fee will be evaluated every three years and may be increased by an amount not to exceed Five Dollars (\$5.00) or 3% of the Land Lease Fee charged in the previous three year period, whichever is greater.

9. The Lease imposes restrictions upon the resale of the Home:

a. AFTER GIVING NOTICE, HOMEOWNER SHALL COMMISSION AN APPRAISAL: No later than ten (10) days after CLT's receipt of Homeowner's Intent-to-Sell Notice, Homeowner shall commission a market valuation of the Leased Land and the Home (the Appraisal) to be performed by a duly licensed appraiser who is acceptable to CLT and Homeowner. Homeowner shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Leased Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy and transfer of the property. The Appraisal shall state the values contributed by the Leased Land and by the Home (consisting of improvements only) as separate amounts. Copies of the Appraisal are to be provided to both CLT and Homeowner. CLT may, but is not obligated to, waive this Appraisal on request of Homeowner if, in CLT's sole discretion, the Appraised Value will exceed the Formula Price as defined below.

b. PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OR FORMULA PRICE: In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of: (a) the value of the Home (consisting of improvements only) as determined by the Appraisal commissioned and conducted as provided in Section 9(a) above; or (b) the price calculated in accordance with the formula described below (the Formula Price).

c. THE FORMULA PRICE IS CALCULATED: The Formula Price shall be equal to the Homeowner's Base Price (which CLT and Homeowner agree is \$_____) plus:

- a) Zero Percent (0%) if the Improvements are sold two (2) years or less from the date of purchase; or
- b) If the Improvements are sold later than two (2) years from the original date of purchase, then Two-and-a-half percent (2.5%) per year, on a straightline, non-compounding basis, for each year of ownership beginning with year three (3), prorated from the beginning of the third year.

10. The Lease requires that this Memorandum of Ground Lease be recorded in the records of _____, Florida.

This Memorandum is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of the Lease, but is intended only to give notice of such Lease and the provisions thereof.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Ground Lease.

WITNESSES:

Signature

Print Name

Signature

Print Name

HOMEOWNER:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____, who is personally known to me or who have produced _____ as identification.

Notary Seal:

Notary Public, State of Florida at Large

Name Typed, Printed or Stamped

WITNESSES:

Signature

Print Name

Signature

Print Name

BRIGHT COMMUNITY TRUST, INC.:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20____, by _____, who is personally known to me or who have produced _____ as identification.

Notary Seal:

Notary Public, State of Florida at Large

Name Typed, Printed or Stamped

EXHIBIT G

After Recording Return to:

Organization _____

Address 1 _____

Address 2 _____

(SPACE ABOVE THIS LINE FOR RECORDER’S USE)

HOMEBUYER DECLARATION
OF COVENANTS AND RESTRICTIONS FOR COMMUNITY LAND TRUST

(a/k/a Land Use Restriction Agreement or “Homebuyer LURA”)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, also known as the Land Use Restriction Agreement and hereinafter referred to as the “Homebuyer LURA”, is entered into this ____ day of _____, by and between _____, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “Jurisdiction”, and _____, hereinafter referred to as the “Homebuyer”.

RECITALS

WHEREAS, the Jurisdiction provided federal funds to enable the Property as legally described in **Exhibit “A”** to be acquired and rehabilitated by _____ as legally described in **Exhibit “A”** to be acquired and rehabilitated by Bright Community Trust, Inc. (“the CLT”), a Florida not for profit corporation, as affordable housing for a low or moderate income household; and

WHEREAS, as a condition of receiving funding from the Jurisdiction, the CLT agreed to lease the Property at an affordable price to a low or moderate income household at **or below _____ percent (___%) Area Median Income** (“Income Eligible Homebuyer”) for a period of 99 years, and simultaneously sell the dwelling and ancillary improvements found on the Property at an affordable price to said Income Eligible Homebuyer; and

WHEREAS, as a further condition of receiving funding from the Jurisdiction, the CLT agreed that the Property including the dwelling and improvements thereupon would remain income-eligible owner occupied affordable housing for at least **fifteen (15) years** after initial occupancy; and

WHEREAS, by deed dated the date hereof, the CLT has granted and conveyed title to the building and improvements on the Property to the Homebuyer in fee simple; and

WHEREAS, by ground lease dated the date hereof, the CLT has granted a 99-year leaseholdinterest in the Property to the Homebuyer; and

WHEREAS, at the time of the purchase of the dwelling and improvements on the Property by the Homebuyer, the Homebuyer's household income does not exceed _____ percent (___%) of the median family income based upon family size for _____, Florida, as determined by HUD, and as certified by the CLT; and

WHEREAS, as a condition of the transfer of the Property from the CLT to Homebuyer, and in order to remain in compliance with funding regulations, the Homebuyer agrees to the restricted use of the Property as set forth herein; and

WHEREAS, this Homebuyer LURA shall be properly filed and recorded by the Jurisdiction within the Official Public Records of _____, Florida, and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the transfer of the dwelling and ancillary improvements on the Property from the CLT to Homebuyer, and in recognition of the Jurisdiction's contribution of funding, the parties hereto agree as follows:

1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.
2. Property. The Property subject to this Homebuyer LURA is further described in **Exhibit "A"**, attached hereto, and incorporated herein by reference.
3. Duration of Covenants. The covenants set forth in this Homebuyer LURA shall remain in effect from the effective date of the Homebuyer LURA and continuing thereafter for a period of **fifteen (15) years** (the "LURA Term").
4. Inability to Comply with Homebuyer LURA Term Due to Acts of God, Requirements of Law or Jurisdiction Foreclosure. This Homebuyer LURA shall automatically terminate and be of no force and effect in the event of involuntary noncompliance with this Homebuyer LURA caused by fire or other casualty, seizure, requisition, change in a federal law or an action by a federal agency that prevents the Jurisdiction from enforcing the provisions hereof, or foreclosure or a deed in lieu of foreclosure by the Jurisdiction. Upon a termination of this Homebuyer LURA pursuant to the preceding sentence, the Jurisdiction and the Homebuyer will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure by the Jurisdiction, such termination will cease to be effective if at any time during the balance of the term hereof, the Homebuyer or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.
5. Use and Occupancy. The Homebuyer shall at all times during the term of this Homebuyer LURA maintain the Property as his or her principal place of residence. The Jurisdiction may consent to the Homebuyer's prior written request to sell the dwelling and ancillary improvements on the Property to the CLT or to another income eligible household during the term of this LURA if such re-sale complies with all requirements of the funding program and the terms of the lease between the Homebuyer and the CLT. The Property shall not be leased, rented, refinanced, encumbered or mortgaged without the prior written consent of the Jurisdiction; provided, however, that this provision shall not apply to a first mortgage granted on the date of delivery of the deed for the Property in connection with the conveyance of the Property to Homebuyer or to the lease between the Homebuyer and the CLT executed on date even herewith. Other than as authorized herein, any voluntary or involuntary sale, conveyance, or transfer of legal or equitable

title in the Property during the term of this Homebuyer LURA shall be considered a violation of this Homebuyer LURA.

6. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the Jurisdiction, its successors and assigns, against the Owner, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof, subject to the provisions of Section 4, above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the land or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the land. These restrictions apply to both the land described herein and to all improvements built upon such land.

7. In the event the Jurisdiction succeeds to the interests of the CLT, the Homebuyer hereby agrees to recognize the Jurisdiction as exercising all rights and privileges of the Jurisdiction as lessor under the lease between the Homebuyer and the CLT and any Community Land Trust Ground Lease Rider adopted pursuant to said lease.

8. Violation of Agreement. If a material violation of any of the provisions hereof occurs and is not cured within a reasonable period of time, affected parties may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The provisions hereof are imposed upon and made applicable to the Property and shall run with the land and shall be enforceable against the owner of the Property or any other person or entity that has or had an ownership interest in the Property at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation, or impair, damage or waive the right of said party to obtain relief against or recover for the continuation or repetition of such breach or violation at any later time or times.

9. Modification of Agreement. The Jurisdiction and its successors and assigns and Homebuyer and the successors and assigns of Homebuyer in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this Homebuyer LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee (other than the Jurisdiction), trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this Homebuyer LURA must be in writing and signed by the Jurisdiction and the Homebuyer, or their successors and assigns.

10. Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this Homebuyer LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit in and for _____, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Homebuyer LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed, and applied

in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

11. Termination. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the LURA Term. Upon the passing of the LURA Term, the covenants herein shall be deemed satisfactorily complied with unless documents properly and timely recorded with the _____ County Clerk of Court indicate otherwise.

12. Filing. Upon execution and delivery by the parties hereto, the Jurisdiction shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of _____, Florida, and shall pay all fees and charges incurred in connection therewith.

13. Severability. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

IN WITNESS HERETO, the parties herein have caused this Homebuyer LURA to be executed as of the date first set forth above.

ATTEST:

(Name)
**CLERK OF THE CIRCUIT
COURT**

_____ **COUNTY, A
POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL
SUFFICIENCY

BY: _____
(Name)
Attorney

WITNESSES:

Signature

Print Name

Signature

Print Name

HOMEOWNER:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____, who is personally known to me or who have produced _____ as identification.

Notary Seal:

Notary Public, State of Florida at Large

Name Typed, Printed or Stamped

HOMEBUYER LAND USE RESTRICTION AGREEMENT
Exhibit "A"
(to Exhibit G)

Location: _____, with a legal description of:

Folio Number:

End of Exhibit "A"
(to Exhibit G)

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Site Infrastructure Cost Breakdown		
Item #	Item	Cost
Earth Work & Utilities	See Below	950,000
1	Sitework Package	Included
2	Earthwork	Included
3	Building Pad Back-fill	Included
4	Soil Pre-Treatment	Included
5	Pavement Sub-grade	Included
6	Landscaping Rough Grade	Included
7	Erosion Control	Included
8	Construction Entrance	Included
9	Inlet Protection	Included
10	Silt Fence	Included
11	Storm	Included
12	Water Services	Included
13	Fire Service	Included
14	Sewer	Included
Exterior Improvements	See Below	147,025
15	Site Concrete	Included
16	Sidewalk & Driveway Approach	Included
17	Curbs	Included
18	Curbs & Gutter	Included
19	Pavement / Marking	Included
20	Limerock Base	Included
21	Asphalt Paving	Included
22	Pavement Marking & Signage	Included
23	Irrigation	Included
24	Landscaping Rough Grade	Included
25	Privacy Fence	Included
TOTAL JOB COST		1,097,025

