



**AGREEMENT BETWEEN BROWARD COUNTY AND PINNACLE AT CYPRESS, LLLP,
PROVIDING STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FUNDING
FOR MULTIFAMILY RENTAL CONSTRUCTION**

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Pinnacle at Cypress, LLLP, a Florida limited partnership (“Sponsor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The State Housing Initiatives Partnership (“SHIP”) program provides funds to eligible local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing for very-low-, low-, and moderate-income families.

B. County is a recipient of SHIP funds pursuant to Chapter 420, Part VII, Florida Statutes.

C. Sponsor is a private entity that applied for an award of County’s SHIP funds for the purpose of designing, financing, constructing, and equipping a multifamily housing development for Eligible Households (as defined in this Agreement) on a certain parcel of real property located in Broward County, as such property is further described in **Exhibit D** (the “Property”), attached hereto.

D. The Parties desire to enter into this Agreement to provide Sponsor with the SHIP Funds (as defined in this Agreement), pursuant to the terms and conditions contained herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Adjusted for Family Size** means adjusted in a manner that increases or decreases the applicable income eligible limits for households with more or fewer than four (4) persons, respectively, based on a formula established by HUD. The adjustment is made using a formula established by HUD and is based on the base income eligibility provided in Sections 1.17, 1.18, 1.22, or 1.23, respectively.

1.2. **Affordable** unless the context otherwise clearly requires, means that monthly rents or monthly mortgage payments, including taxes and insurance, do not exceed thirty percent (30%) of that amount which represents the percentage of the median Annual Gross Income Adjusted for Family Size for the households qualifying under the definition of the applicable income limit. However, it is not the intent of this Agreement to limit a household's ability to devote more than thirty percent (30%) of its income for housing.

- 1.3. **Affordability Period** means the thirty (30) year period commencing on the date the Certificate of Occupancy is issued to Sponsor for the Property, during which the Property must remain Affordable in accordance with the terms of this Agreement, including the attachments hereto, and Applicable Law.
- 1.4. **Annual Gross Income** means the annual income as defined under Section 8 Housing Assistance Payments Programs, as set forth in 24 CFR Part 5. Annual Gross Income shall be determined by projecting the prevailing rate of income for all adult members of the household, based on current income information, for the twelve (12) month period following the effective date of income determination.
- 1.5. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended, including the SHIP Rules and Regulations.
- 1.6. **AMI** means Area Median Income.
- 1.7. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.8. **Code** means the Broward County Code of Ordinances.
- 1.9. **Contract Administrator** means the Director of the Housing and Urban Planning Division (the "Director"), the Assistant Director of the Housing and Urban Planning Division, or such other person designated in writing by the Director.
- 1.10. **Declaration of Restrictive Covenants** means that certain declaration of covenants and restrictions executed by Sponsor in favor of County in substantially the form attached hereto as **Exhibit E**.
- 1.11. **Division** means the Broward County Housing and Urban Planning Division.
- 1.12. **Effective Date** means the date when this Agreement becomes fully executed by all Parties hereto.
- 1.13. **Eligible Person or Eligible Household** means one or more natural persons, or a family, whose Annual Gross Income is determined by County to be within Very Low, Low, or Moderate Income limits, Adjusted for Family Size, as published annually by HUD and distributed by the FHFC.
- 1.14. **FHFC** means the Florida Housing Finance Corporation.
- 1.15. **HUD** means the United States Department of Housing and Urban Development.
- 1.16. **LHAP** means County's Joint Local Housing Assistance Plan, as may be amended from time to time.

- 1.17. **Low Income** means the same as defined in Section 420.9071, Florida Statutes, as may be amended.
- 1.18. **Loan Documents** means collectively this Agreement, the Mortgage, the Promissory Note, and the Declaration of Restrictive Covenants.
- 1.19. **Moderate Income** means the same as defined in Section 420.9071, Florida Statutes, as may be amended.
- 1.20. **Mortgage** means that certain Mortgage executed by Sponsor in favor of County, in substantially the form attached hereto as **Exhibit D**, which secures repayment of the SHIP Funds and performance of Sponsor's obligations under the Loan Documents, and which shall be recorded in the Official Records of Broward County, Florida.
- 1.21. **Project** means Sponsor's multifamily housing construction project as described in **Exhibit A**, which must remain Affordable during the Affordability Period.
- 1.22. **Promissory Note** means that certain Promissory Note executed by Sponsor in favor of County, in substantially the form attached hereto as **Exhibit D**, evidencing Sponsor's obligation to repay the SHIP Funds loaned to Sponsor in accordance with the terms set forth therein.
- 1.23. **SHIP Funds** means the financing provided by County in the maximum amount of One Hundred Fifteen Thousand Dollars (\$115,000), as evidenced by this Agreement and the Mortgage and Note, attached hereto.
- 1.24. **SHIP Rules and Regulations** means the applicable rules and regulations set forth in the State Housing Initiatives Partnership Act, Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, Sections 760.20-760.37, Florida Statutes, and County's LHAP.
- 1.25. **Subcontractor** means an entity or individual, including subconsultants, providing services in connection with the Project, regardless of tier.
- 1.26. **Very Low Income** means the same as defined in Section 420.9071, Florida Statutes, as may be amended.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Timeline
Exhibit D	Mortgage and Promissory Note
Exhibit E	Declaration of Restrictive Covenants
Exhibit F	Insurance

ARTICLE 3. PROJECT

3.1. Loan for SHIP Funds for Project. Subject to the terms and conditions of this Agreement, and Sponsor's compliance with and full satisfaction of all requirements set forth herein and in the Loan Documents, County agrees to loan to Sponsor the SHIP Funds (the "Loan"). The Loan shall be evidenced by that certain Promissory Note and Mortgage and further governed by the Declaration of Restrictive Covenants. The Loan proceeds must be used exclusively for the design, finance, construction, and equipping of the Project, as more particularly described in **Exhibit A** attached hereto.

3.2. Project Budget. Sponsor must comply with the Budget set forth in **Exhibit B**, attached hereto, subject to reasonable reallocation of line items as necessary for completion of the Project. The Division may conduct a full review of Sponsor and the Project to confirm compliance with the expenditure rates for the SHIP program year as well as compliance with the terms of this Agreement.

3.3. Project Timeline. Sponsor must comply with the Timeline set forth in **Exhibit C**, attached hereto, subject to reasonable delays and adjustments in the ordinary course of construction. If Sponsor fails to substantially comply with any deadlines outlined in **Exhibit C**, the Division may conduct a review of Sponsor and the Project. This review may include an evaluation of Sponsor's adherence to the Timeline, the terms of this Agreement, and the progress of the Project. Extensions of time may be granted by County, in its sole discretion; however, no extensions of time will be granted for delays resulting from weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale-Hollywood International Airport Weather Station. If Sponsor fails to meet the deadlines set forth in **Exhibit C**, and such failure continues for a period of ninety (90) days without a valid extension granted by County, County may, in its sole discretion, terminate this Agreement.

3.4. Project Affordability Period. Sponsor must comply with the Affordability Period in accordance with this Agreement and the Loan Documents.

3.5. Sponsor shall provide County with quarterly progress reports on such form as may be provided by County ("Quarterly Progress Report"), which form may be amended from time to time. Reporting will commence at the end of the first full quarter following the Effective Date. Each Quarterly Progress Report must be submitted to the Division no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that if such date is a Saturday

or Sunday, or legal holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or legal holiday. For purposes of the Quarterly Report, the quarters shall be as follows:

First quarter – October 1 through December 31;

Second quarter – January 1 through March 31;

Third quarter – April 1 through June 30;

Fourth quarter – July 1 through September 30

3.6. Sponsor must ensure that all Subcontractors are State or locally certified in compliance with all applicable code, ordinances, statutes, and other regulations imposed by any regulatory body or authority governing the Subcontractor’s work. At County’s written request, Sponsor must provide proof of same to County. Sponsor must also provide, upon County’s written request, a copy of all contracts and correspondence between Sponsor and any Subcontractors.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins retroactively on July 1, 2025, and shall end on June 30, 2028 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and the Extension Term (if exercised) as defined in this article are collectively referred to as the “Term.”

4.2. Extensions. County may extend this Agreement for up to one (1) additional one (1) year term (the “Extension Term”) on the same terms and conditions stated in this Agreement by sending notice to Sponsor at least ninety (90) days prior to the expiration of the then-current term. The Contract Administrator is authorized to exercise the Extension Term and notice of same to Sponsor only by electronic mail shall be effective and sufficient.

4.3. Time of the Essence. Time is of the essence for Sponsor’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. SHIP FUNDS

5.1. Sponsor acknowledges this Agreement is subject to the availability of the SHIP Funds. No Broward County funds shall be payable under this Agreement. In the event the FHFC terminates, suspends, discontinues, or substantially reduces the SHIP Funds available for the Project, County may terminate this Agreement by providing written notice to Sponsor.

5.2. Provided Sponsor is in compliance with Applicable Law, the terms of this Agreement, the Loan Documents, and the procedures described in this article, County shall make the Loan to Sponsor. At no time will County disburse the SHIP Funds to Sponsor if Sponsor is not in compliance with the terms herein.

5.3. Sponsor must submit a written request for payment to the Division utilizing such form as the Contract Administrator deems acceptable. Prior to the disbursement of SHIP Funds, Sponsor must comply with the following conditions:

5.3.1. Sponsor must execute this Agreement and the Loan Documents, including recordation of the Loan Documents in the Official Records of Broward County, Florida.

5.3.2. All reports or records due or requested in writing by County under this Agreement, including any pending Quarterly Progress Report, must be submitted to the Division.

5.3.3. The Project must be, at a minimum, through fifty percent (50%) construction completion.

5.3.4. Sponsor must provide written proof of payment of line items described in **Exhibit B**.

5.3.5. Schedule and complete an on-site visit of the Property with the Division to confirm the percentage of Project completion and expenditure of line items.

5.3.6. If requested in writing by County, Sponsor must provide copies of invoices certified by the Sponsor's designated Project administrator for any Subcontractor that performed work for the Project. Such invoices must detail the work, services, or activities rendered or materials purchased and provide the dates for same.

5.3.7. County shall pay Sponsor within thirty (30) days after receipt of Sponsor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Sponsor to comply with a term, condition, or requirement of this Agreement.

5.3.8. Sponsor must pay Subcontractors and suppliers within ten (10) days after receipt of payment from County for such subcontracted work or supplies. If Sponsor withholds an amount as retainage from Subcontractors or suppliers, Sponsor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Sponsor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Sponsor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Sponsor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.4. Within thirty (30) calendar days after all SHIP Funds have been disbursed by County, Sponsor must submit a final completion report on such form and pursuant to instructions prescribed by the Contract Administrator (“Project Completion Report”).

5.5. Invoices submitted more than sixty (60) calendar days after expiration or earlier termination of this Agreement will not be reviewed or accepted by County.

5.6. Reimbursable Expenses. Sponsor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.7. Subcontractors. Sponsor shall invoice Subcontractor fees only in the actual amount paid by Sponsor, without markup or other adjustment.

5.8. All SHIP Funds not expended by Sponsor in accordance with this Agreement shall remain in the custody and control of County. The Board may, in its sole discretion, reallocate unexpended SHIP Funds to other projects.

5.9. Suspension of Payment. County may suspend outstanding payment of SHIP Funds and also require repayment of any SHIP Funds already paid to Sponsor in the event of:

5.9.1. Ineligible use of SHIP Funds by Sponsor;

5.9.2. Sponsor’s failure to comply with the terms and conditions of this Agreement;

5.9.3. County’s claims for indemnification pursuant to this Agreement are unpaid, unsettled or otherwise unresolved;

5.9.4. Sponsor’s breach of the Affordability Period required under this Agreement and the Loan Documents; and/or

5.9.5. Sponsor’s submittal of incorrect, incomplete, or fraudulent reports in any material respect.

5.10. Prior to suspending any payment of SHIP Funds as provided in Section 5.9, County must provide written notice to Sponsor identifying the cause of suspension. If Sponsor fails to cure the cause of suspension within five (5) days after County’s notice (or such longer period as the County may, in its sole discretion, reasonably grant, provided Sponsor is diligently pursuing such cure), County may elect to terminate this Agreement and require repayment of all SHIP Funds paid to Sponsor, as well as seek all other available remedies to County. Sponsor must repay all SHIP Funds within thirty (30) days of County’s written request.

5.11. In the event of termination for any reason under this Agreement, any uncommitted and/or unexpended SHIP Funds will remain with County and may be committed in County's sole discretion to other SHIP projects or any other permissible use.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Sponsor represents and warrants that it will comply with all Applicable Law, including the SHIP Rules and Regulations; the Fair Housing Act, Title VII of the Civil Rights Act of 1968, as amended in 1988; Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended in 1988; Sections 503 and 504 of the Rehabilitation Act of 1973 and the American Disabilities Act of 1990, in addressing any problems of discrimination against individuals with disabilities in such areas as employment, housing, public accommodations, education, and transportation.

6.2. Sponsor represents and warrants that it will treat every Eligible Person equally and will not discriminate against any Eligible Person on the basis of race, color, religion, sex/gender, familial status, national origin, handicap, marital status, or age.

6.3. Representation of Authority. Sponsor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Sponsor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Sponsor has with any third party or violates Applicable Law. Sponsor further represents and warrants that execution of this Agreement is within Sponsor's legal powers, and each individual executing this Agreement on behalf of Sponsor is duly authorized by all necessary and appropriate action to do so on behalf of Sponsor and does so with full legal authority.

6.4. Contingency Fee. Sponsor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Sponsor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.5. Public Entity Crime Act. Sponsor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Sponsor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Sponsor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Sponsor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Sponsor represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on

any of the grounds stated in Section 287.135, Florida Statutes. Sponsor represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Sponsor. Sponsor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Sponsor, threatened against or affecting Sponsor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Sponsor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Sponsor or on the ability of Sponsor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Warranty of Performance. Sponsor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to implement the Project and that each person and entity that will provide its services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Sponsor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.9. Prohibited Telecommunications Equipment. Sponsor represents and certifies that Sponsor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Sponsor represents and certifies that Sponsor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.10. Breach of Representations. Sponsor acknowledges that County is materially relying on the representations, warranties, and certifications of Sponsor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Sponsor; and (c) set off from any amounts due Sponsor the full amount of any damage incurred.

ARTICLE 7. INDEMNIFICATION

7.1 Sponsor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Sponsor, or any intentional, reckless, or negligent act or omission of Sponsor, its

officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Sponsor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Sponsor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Sponsor shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit F** in accordance with the terms and conditions of this article. Sponsor shall maintain insurance coverage against claims relating to any act or omission by Sponsor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Sponsor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit F** on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Sponsor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Sponsor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Sponsor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Sponsor has been completed, as determined by Contract Administrator. Sponsor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Sponsor maintains broader coverage or higher limits than the insurance requirements stated in **Exhibit F**, County shall be entitled to all such broader coverages and higher limits. All

required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Sponsor.

8.7. Sponsor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit F** and submit to County for approval at least fifteen (15) days prior to the Effective Date. Sponsor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Sponsor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Sponsor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Sponsor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Sponsor waives any right to subrogation that any of Sponsor's insurers may acquire against County and agrees to obtain same in an endorsement of Sponsor's insurance policies.

8.9. Sponsor shall require that each Subcontractor maintains insurance coverage that adequately covers the services provided by that Subcontractor on substantially the same insurance terms and conditions required of Sponsor under this article. Sponsor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Sponsor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Sponsor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Sponsor. If requested by County, Sponsor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit F**; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Sponsor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit F**.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within five (5) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be

terminated for cause by County for reasons including, but not limited to, Sponsor's failure to suitably or continuously perform in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices. Termination for cause by County must be by action of the Broward County Administrator ("County Administrator") or County Administrator's written designee.

9.2. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.3 effective thirty (30) days after such notice was provided.

9.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Sponsor. Sponsor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Sponsor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Sponsor's failure to comply with any term(s) of this Agreement. County may also require, in the event of termination, repayment of any SHIP Funds paid to Sponsor. Sponsor must repay all SHIP Funds within thirty (30) days of County's written request.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Sponsor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve modifications to this Agreement provided that such modifications do not increase the total SHIP Funds.

10.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County. If a copyright is claimed, Sponsor grants to County a perpetual nonexclusive license to use the copyrighted item(s), to prepare derivative works, and to make

and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by any consultant, vendor, or Sponsor, and provided to County under this Agreement whether finished or unfinished, shall become the property of County.

10.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Sponsor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Sponsor shall:

10.3.1. Keep and maintain public records required by County to perform the Services;

10.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

10.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

10.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Sponsor or keep and maintain public records required by County to perform the services. If Sponsor transfers the records to County, Sponsor shall destroy any duplicate public records that are exempt or confidential and exempt. If Sponsor keeps and maintains the public records, Sponsor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Sponsor receives a request for public records regarding this Agreement or the Services, Sponsor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Sponsor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Sponsor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Sponsor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Sponsor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the

factual basis for each such claim. Upon request by County, Sponsor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Sponsor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Sponsor, or the claimed exemption is waived. Any failure by Sponsor to strictly comply with the requirements of this section shall constitute Sponsor's waiver of County's obligation to treat the records as Restricted Material. Sponsor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, LISA BANKS-CAMPBELL LBANKS@BROWARD.ORG, 110 N.E. 3RD STREET, THIRD FLOOR, FORT LAUDERDALE, FLORIDA 33301.

10.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Sponsor and all Subcontractors that are related to this Agreement. Sponsor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Sponsor and all Subcontractors shall make same available in written form at no cost to County. Sponsor shall provide County with reasonable access to Sponsor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Sponsor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Sponsor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Sponsor hereby grants County the right to conduct such audit or review at Sponsor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Sponsor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Sponsor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

10.5. Independent Contractor. Sponsor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Sponsor nor its agents shall act as officers, employees, or agents of County. Sponsor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

10.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10.8. Third-Party Beneficiaries. Neither Sponsor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.9. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Sponsor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Director
110 North East Third Street, Suite 200
Fort Lauderdale, Florida 33301
Email address: ddelsalle@broward.org
With a copy to: rstone@broward.org

FOR SPONSOR:

Pinnacle at Cypress, LLLP
c/o Pinnacle Communities II, LLC
Attn: David Deutch
9100 South Dadeland Boulevard, Suite 700
Miami, Florida 33156
Email address: david@pinnaclehousing.com

10.10. Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Sponsor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.11. Conflicts. Neither Sponsor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sponsor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Sponsor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Sponsor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Sponsor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Sponsor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Sponsor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Sponsor.

10.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

10.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular

shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Sponsor.

10.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.20. Payable Interest

10.20.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Sponsor for any reason, whether as prejudgment interest or for any other purpose, and Sponsor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

10.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of

interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

10.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.22. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.23. Use of County Name or Logo. Sponsor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

10.24. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Sponsor, Sponsor hereby attests under penalty of perjury that Sponsor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Sponsor declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the [____] day of [____], 2026, and Sponsor, signing by and through its duly authorized representative.

COUNTY

By: _____
County Administrator

____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
SHIP Agreement Pinnacle at Cypress.doc
04/08/2026
#1225021v1

AGREEMENT BETWEEN BROWARD COUNTY AND PINNACLE AT CYPRESS, LLLP, PROVIDING
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FUNDING FOR MULTIFAMILY RENTAL
CONSTRUCTION

SPONSOR

PINNACLE AT CYPRESS, LLLP

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2026

Exhibit A
Project Description

Property Address:

6520 North Andrews Avenue
Fort Lauderdale, Florida 3309

Property Description:

Pinnacle at Cypress is a new construction affordable housing development in the City of Fort Lauderdale, Broward County, FL. This community is the first phase of a two-phase development. Phase 1 will have 100 total units, all of which will be 1-bedroom apartments, in a ground leased, 8-story high-rise, surface parked, residential building with ground floor commercial. This community will serve the elderly demographic (ages 62+). Pinnacle was awarded funding for this project in the FHFC 2024-205 SAIL funding cycle.

Legal Description:

A PORTION OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 10, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA.

TOGETHER WITH:

A PORTION OF PARCEL "G" AND A PORTION OF THAT CERTAIN 60 FOOT ROAD RIGHT OF WAY (NE 1ST WAY), NOW VACATED, AS SHOWN ON THE PLAT OF "PINE CREST ISLES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, DON L. CLYMER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 62°36'03" WEST ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 132.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 62°36'03" WEST ALONG SAID NORTH LINE AND ITS WESTERLY EXTENSION THEREOF, A DISTANCE OF 287.88 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ANDREWS AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: (1) NORTH 41°33'43" EAST, A DISTANCE OF 93.64 FEET, (2) NORTH 56°31'59" EAST, A DISTANCE OF 47.16 FEET, (3) NORTH 42°19'51" EAST, A DISTANCE OF 27.56 FEET, (4) NORTH 84°59'52" EAST, A DISTANCE OF 4.44 FEET; THENCE SOUTH 62°36'03" EAST, A DISTANCE OF 173.89 FEET; THENCE NORTH 88°30'41" EAST, A DISTANCE OF 38.18 FEET; THENCE SOUTH 01°41'49" EAST, A DISTANCE OF 49.01 FEET; THENCE SOUTH 27°23'57" WEST, A DISTANCE OF 136.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAIN 42,682 SQUARE FEET, MORE OR LESS.

Exhibit B
Budget

**Exhibit C
Timeline**

Exhibit D
Form of Mortgage and Promissory Note

Document prepared by:
Claudia Capdesuner
Office of County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Return recorded document to:
Darby P. Delsalle
Housing and Urban Planning Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale Florida 33301

Tax Parcel Number:
[]

(For Recorder's Use Only)

MORTGAGE TO SECURE SHIP FINANCING FOR MULTIFAMILY RENTAL CONSTRUCTION
STRATEGY
([PROJECT NAME])

THIS MORTGAGE TO SECURE STATE HOUSING INITIATIVE PROGRAM ("SHIP") FINANCING FOR MULTIFAMILY RENTAL CONSTRUCTION STRATEGY ("Mortgage") is made this [___ day of _____, 202__] between [Borrower], a [_____], whose address is [address] (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "Mortgagee" or "Broward County").

A. Mortgagor and Mortgagee executed that certain Agreement between Broward County and [Borrower], Providing for State Housing Initiatives Partnership Program Funding for Multifamily Rental Construction ("SHIP Agreement"), executed on the [___ day of _____, 202__], under which Mortgagee will make a loan ("Loan") to Mortgagor in the principal sum of [_____ Dollars (\$_____)].

B. As evidence of the Loan, Mortgagor executed and delivered to Mortgagee that certain Promissory Note dated as of even date herewith in the stated principal amount of [_____ Dollars (\$_____)] ("Note"), attached hereto as Exhibit A.

C. Mortgagor desires to secure the payment of the Loan and the performance of all of its obligations under the Note.

D. This Mortgage shall be a [_____] mortgage on the Property (as defined in this Mortgage).

E. Capitalized terms used but not defined herein shall have the respective meanings given to them in the SHIP Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GRANTS OF SECURITY.

a. **Property Mortgaged.** Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A of the Note, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

2. PAYMENT OF DEBT.

a. **Deferred, Non-Interest Bearing Loan.** The Loan evidenced by the Note shall bear interest at a rate of zero percent (0%) per annum and shall be a deferred payment obligation. No periodic payments of principal or interest shall be required during the Term, provided Mortgagor remains in compliance with the terms of the Loan Documents.

b. **Maturity; Forgiveness.** The outstanding principal balance of the Loan shall be due and payable at the end of the Term set forth in Section 3 of this Mortgage; however, provided Mortgagor remains in full compliance throughout the Term, the Loan shall be forgiven in its entirety at the expiration of the Term, and no payment shall be required.

c. **Form of Payment.** Payment due under the Note and this Mortgage shall be made in U.S. currency. However, if any check or other instrument received by Mortgagee as payment under the Note, or this Mortgage is returned to Mortgagee unpaid, Mortgagee may require that any, or all subsequent payments due under the Note and this Mortgage be made in one or more of the following forms, as selected by Mortgagee: (a) cash; (b) money order; (c) certified check; (d) bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) electronic funds transfer.

d. **Application of Payments.** Mortgagee may return any payment or partial payment if the payment or partial payment is insufficient to bring the loan current. Mortgagee may accept

any payment or partial payment insufficient to bring the loan current, without waiver of any rights, or prejudice to its rights to refuse such payment or partial payment in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted.

3. TERM OF MORTGAGE.

a. The term of this Mortgage shall be thirty (30) years from the date the Certificate of Occupancy is issued for the Property ("Term").

4. AFFORDABILITY.

a. **Affordability Requirement.** Mortgagor must provide housing that is Affordable to Eligible Households for the duration of the Term and in accordance with the Declaration of Restrictive Covenants to be recorded against the Property. If at any time during the term of this Mortgage, Mortgagor fails to provide affordable housing to Eligible Households, this shall constitute an Event of Default under this Mortgage and the Note.

5. CHARGES.

a. Mortgagor must pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

6. INSURANCE.

a. Mortgagor must keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

b. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

c. All insurance policies required by Mortgagee and renewals of such policies shall be subject to Mortgagee's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish Mortgagee all rental notices and all receipts of paid premiums.

d. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

e. If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

f. If, under Section 17 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

7. PURPOSE OF MORTGAGE.

a. It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is paid in full or forgiven in accordance with the terms of the Note, this Mortgage, and the SHIP Agreement.

8. REPRESENTATIONS AND WARRANTIES.

a. Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

9. CARE OF PROPERTY.

a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of

Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether there shall be any insurance proceeds therefor. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

10. TRANSFER OF THE PROPERTY.

a. No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 17 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 18 hereof.

b. Mortgagee may, at Mortgagee's option, waive its option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred to reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, and that all applicable affordability restrictions, income, and program requirements are met, Mortgagee shall release Mortgagor from the obligations under this Mortgage and the Note only if (i) Mortgagee waives its option to accelerate pursuant to this paragraph, and (ii) Mortgagor's successor in interest has executed a written assumption agreement, in form and substance satisfactory to Mortgagee, pursuant to which the successor in interest acquires all of Mortgagor's obligations under the Mortgage and the Note.

11. HAZARDOUS SUBSTANCES.

a. Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

12. COMPLIANCE WITH LAWS.

a. Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the Florida Housing Finance Corporation, Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code, as may be amended from time to time.

13. PROTECTION OF MORTGAGEE'S SECURITY.

a. If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

14. INSPECTION.

a. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

15. CONDEMNATION.

a. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

16. EVENT OF DEFAULT.

a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including any obligation to pay sums when due upon maturity or acceleration and failure to comply with the affordability requirements set forth in Section 4, for a period of ten (10) days after Mortgagee provides written notice to Mortgagor specifying the breach.

b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or

encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgagee in writing of the occurrence or existence of any such default.

f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

g. Any action prohibited herein.

h. Any transfer of the Property or any interest therein in violation of Section 10 of this Mortgage.

17. ACCELERATION; REMEDIES.

a. Except as provided in Section 10(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence.

18. REMEDIES CUMULATIVE.

a. All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

19. MORTGAGOR'S RIGHT TO REINSTATE.

a. Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. RECORDATION.

a. This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida by the Mortgagee at the expense of Mortgagor.

21. MISCELLANEOUS.

a. **Notices.** In order for a notice to a Party to be effective under this Mortgage, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, and shall be effective upon mailing or hand delivery. The addresses for notice shall remain as set forth in this Section 21, unless and until changed by providing notice of such change in accordance with the provisions of this Section 21.

FOR MORTGAGEE:

Broward County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

With a copy to:

Director of the Housing and Urban Planning Division
110 Northeast 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

FOR MORTGAGOR:

[MORTGAGOR TO PROVIDE]

b. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

c. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorneys' fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

d. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

e. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

f. **No Waiver; Mortgage Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder

shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

g. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

h. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

i. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

j. **Non-Recourse.** Notwithstanding any contrary provision contained herein, payment and performance of the obligations set forth in the Loan Documents shall be non-recourse to Mortgagor and Mortgagor's successors and assigns, and Mortgagee's sole recourse with respect to the Loan shall be the right to foreclose under the Loan Documents and other collateral forming part of the Loan Documents.

[Remainder of this page is intentionally blank.]

EXHIBIT A TO MORTGAGE

**PROMISSORY NOTE
([PROJECT NAME])**

Fort Lauderdale,
Florida

\$ _____
20__

FOR VALUE RECEIVED the undersigned, [Borrower], a [_____] (hereinafter referred to as the "Maker") with offices at [Address], promises to pay to the order of Broward County, a political subdivision of the State of Florida (hereinafter referred to as the "Holder"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 or such other location or address as Holder may direct from time to time, the principal sum of _____ Dollars (\$[____]) (the "Loan"), or so much thereof as shall be advanced pursuant to the Agreement between Broward County and [Borrower] Providing State Housing Initiatives Partnership Program Funding for Multifamily Rental Construction. Capitalized terms used but not defined herein shall have the respective meanings given to them in the SHIP Agreement.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This Promissory Note ("Note") is secured by a Mortgage to Secure SHIP Financing for Multifamily Rental Construction Strategy ("Mortgage") of even date herewith executed in favor of Holder and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of State Housing Initiatives Partnership ("SHIP") Program funds from the Florida Housing Finance Corporation ("FHFC") pursuant to Section 420.907, Florida Statutes.

3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment loan. The amount due under this Note shall become due and payable at the end of thirty (30) years after the date of issuance of a Certificate of Occupancy for the Property ("Term"). Provided Maker remains in full compliance with the terms and conditions of the Loan Documents throughout the Term, the Loan shall be forgiven in its entirety at the end of such Term, and no payment shall be required.

4. Except upon maturity or acceleration as provided herein, no periodic payments of principal or interest shall be required under this Note so long as Maker remains in compliance with all applicable terms and conditions.

5. Upon completion of the Term of this Note and satisfaction of the Loan by payment or forgiveness as provided herein, and provided that Maker complies with all other covenants

and conditions of the Mortgage and this Note, then this Note shall terminate and, upon request of Maker, Holder shall execute a Satisfaction of Mortgage.

6. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

7. In the event of default in the terms or conditions of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorney's fees. Holder shall be entitled to collect a late fee only on amounts that have become due and payable upon maturity or acceleration, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 21 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Note shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

11. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[Remainder of this page is intentionally blank.]

ATTACHMENT A to Promissory Note

Property Legal Description:

Exhibit E
Declaration of Restrictive Covenants

Document prepared by:
Claudia Capdesuner
Office of County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Return recorded document to:
Darby P. Delsalle
Housing and Urban Planning Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale Florida 33301

Tax Parcel Number:
[]

(For Recorder's Use Only)

DECLARATION OF COVENANTS AND RESTRICTIONS
([PROJECT NAME])

This Declaration of Covenants and Restrictions ("Declaration") is made this [] day of [], 20[], by [], a Florida [] ("Declarant") whose address is [].

W I T N E S S E T H:

- A. Declarant is the subgrantee of State Housing Initiatives Partnership ("SHIP") Program funds in the principal sum of _____ Dollars (\$_____) ("SHIP Funds"), provided by Broward County, Florida ("County"), a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, which SHIP Funds are being used to fund the project described in Exhibit A of this Declaration, attached hereto ("Project").
- B. The SHIP Funds are being expended to make improvements to real property located in Broward County, Florida, as described in Exhibit B of this Declaration, attached hereto ("Property").
- C. Declarant and County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, this Declaration declares that the Property and any portion thereof

shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved only subject to these covenants and restrictions, which run in favor of the County, and other requirements, all as set forth in this Declaration.

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.

2. **Restrictive Covenants.** The Property shall be used solely for the purpose of constructing and providing affordable multifamily rental housing as more particularly described in Exhibit A, attached hereto.

3. **Affordability Period.** This Declaration shall remain in effect for thirty (30) years from the date the Declarant is issued the Certificate of Occupancy for the Property. This Declaration shall be extinguished and released by Broward County in accordance with the terms contained herein at the expiration of the Affordability Period, provided Declarant has complied with all applicable terms and conditions of the SHIP Agreement, Mortgage, Promissory Note, and this Declaration.

4. At all times during the Affordability Period, Declarant shall ensure that all units located on the Property comply with the rental restrictions prescribed by the Florida Housing Finance Corporation and the SHIP Agreement.

5. County is a beneficiary of these covenants and restrictions, and as such, County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which County prevails, County shall be entitled to recover attorneys' fees and costs in the trial and appellate courts. Any forbearance on behalf of County to exercise its rights in the event of the failure of Declarant to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the County's rights hereunder in the event of any subsequent failure of the Declarant to comply.

6. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Section 7. Any waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision contained herein, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida, and venue for any dispute over its terms shall be Broward County, Florida.

7. If Declarant desires to use the Property or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants and

restrictions, Declarant must apply to County for an amendment, assignment, or termination of these covenants and restrictions as to the particular affected portion of the Property. It shall be at the sole discretion of the Broward County Board of County Commissioners of Broward County, Florida ("Board") whether to modify, assign, or terminate these covenants and restrictions as to any portion of the Property, because Declarant has accepted these covenants and restrictions as a condition to the loan of the SHIP Funds to complete the Project. Any such amendment, assignment, or termination, shall be approved by the Board and apply only to such portion of the Property that is specifically referenced in the amendment, assignment, or termination.

8. **Transfer of Title.** If Declarant transfers title of the Property prior to the end of the Affordability Period stated in Section 3, such transfer shall constitute a default under the Mortgage and Promissory Note, and any SHIP Funds provided by County to Declarant for the Project shall become immediately due and payable in accordance with the terms of the Mortgage and Promissory Note.

9. In the event Declarant fails to comply with the requirements of this Declaration, County shall have the right to enforce the terms of the Mortgage, Promissory Note, and this Declaration.

10. Declarant shall record this Declaration in the Public Records of Broward County, Florida at its sole expense.

[Remainder of this page is intentionally blank.]

EXHIBIT A TO DECLARATION OF RESTRICTIVE COVENANTS
Project Description

EXHIBIT B TO DECLARATION OF RESTRICTIVE COVENANTS
Legal Description

Exhibit F Insurance

MINIMUM INSURANCE REQUIREMENTS

Project: SHIP Funding Agreement with Pinnacle at Cypress
Agency: Housing Finance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A		Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYERS LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim: *Maximum Deductible:		
<input checked="" type="checkbox"/> BUILDER'S RISK OR PROPERTY INSURANCE (DURING CONSTRUCTION) <i>Note: Coverage must be "All Risk", Completed Value. Broward County must be shown as a Loss Payee.</i>			*Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10,000	Completed Value
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. County shall be provided 30 days' written notice of cancellation, 10 days' notice of cancellation for non-payment. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

 Digitally signed by
 COLLEEN POUNALL
 Date: 2026.03.26
 15:26:51 -04'00'

 Risk Management Division