

DATE: March 30, 2015, 12/17/2014 **HCD DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: HOPWA Agreement for Broward House

Approved at Commission Meeting on

07/01/2014: CAM # 14-0775 & 14-0815 12/17/2014 CAM# 14-1437 2/17/2015: CAM: 15-0004

ITEM: ☐ M - ☒ PH 1 and 2 ☐ O ☐ CR ☐ R

Routing Origin: ☐ CITY ATTORNEY'S OFFICE: ☐ ENGINEERING ☒ HOUSING & COMMUNITY DEV.

☐ OTHER _____

Also attached: ☒ copy of CAM ☒ copy of document ☐ ACM Form ☒ # 3 originals

By: MD forwarded to:
Initials

1) Approved as to Content:

JONATHAN BROWN, HCD MANAGER

Date

3/31/15

Approved as to Content:

Jenni Morejon/Alfred Battle, DIRECTOR, DEPARTMENT OF SUSTAINABLE DEVELOPMENT

Date

3/30/15

2) Approved as to Funds Available: by

LAURIE CONVER, FINANCIAL ADMINISTRATIVE ASSISTANT

Date:

4/7/15

Amount Required by Contract/Agreement \$3,589,333.27 Funding Source: HOPWA

Dept./Div. Dept of Sustainable Development/HCD

Index/Sub-object: HP152218 / HP152219 / HP152220 / HP152221/ HP132221/ HP132218/HP13TBD/ HP 12/TBD

CAMs:14-0775, 14-0815, 14-1437 and 15-0004 Project # _____

3) City Attorney's Office: Approved as to Form 3 Originals to City Mgr. By: Lynn Solomon

Harry A. Stewart

Lynn Solomon

Robert B. Dunckel

Ginger Wald

D'Wayne Spence

Paul G. Bangel

Carrie Sarver

DJ Williams-Persad

Victoria Minard

4) Approved as to content: City Manager:

By:

LEE R. FELDMAN, ICMA-CM, CITY MANAGER

5) City Manager: Please sign as indicated and forward originals to the City Clerk's Office

INSTRUCTIONS TO CLERK'S OFFICE

6) Wendy Gonyea City Clerk: retains 1 original document

Forwards 2 originals documents to HCD

☐ Copy of document to _____ ☒ Original Route form to Mario De Santis /DSD

**CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM
AMENDMENT #001 TO THE FY2014-FY2015 PARTICIPATION AGREEMENT**

WITH

Broward House, Inc., a non-profit corporation organized under the laws of Florida whose usual place of business is 1726 SE 3rd Avenue, Fort Lauderdale, FL 33316.

THIS is an AMENDMENT, entered into on March 3, 2015, to the Participation Agreement (the "Agreement") dated October 1, 2014 by and between the City of Fort Lauderdale (also known as the "City") and Broward House (also known as the "Participant").

WHEREAS, the City receives Housing Opportunities for Persons with AIDS (HOPWA) funding from the U.S. Department of Housing and Urban Development (HUD) to undertake particular activities, including the provision of housing and support services to eligible individuals; and

WHEREAS the City issued Request for Proposal (RFP) #825-11034 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; and

WHEREAS, Participant submitted a response to the RFP to provide activities including the provision of housing and services to eligible individuals in response to the RFP ("Proposal") which is on file with the City Housing and Community Development (HCD) Division and is incorporated herein as if fully set forth;

WHEREAS, the City and Participant entered into a Participation Agreement on October 1, 2014 and under the Agreement, the City may extend the term for no more than two (2) one year terms based on availability of funds and other criteria;

WHEREAS, pursuant to Public Hearing (PH-1) CAM 14-0775 on July 1, 2014, the City Commission of the City of Fort Lauderdale approved the 2014-2015 Annual Action Plan of the 2010-2015 Consolidated Plan for HOPWA.

WHEREAS, pursuant to CAM #14-1437 and CAM #15-0004, the City Commission approved awarding additional funding under the 2014/2015 Annual Action Plan for the Participant and approved this Amendment to the Agreement;

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

1. Paragraph 2.1 is deleted and replaced with the following:

The Participant will provide eligible persons with HIV/AIDS the appropriate Housing Assistance and/or Support Services for HOPWA Programs as described in the detailed scope of services in Exhibit "A". The Participant understands that, without the City's written approval, the Participant may not be reimbursed for its use of Funds for purposes other than those described in Exhibit "A".

2. Paragraph 5.1 is deleted and replaced with the following:

The term and effective date of this Agreement shall be from October 1, 2014 through September 30, 2015. The City may approve the extension of this Agreement for one (1) one-year period based upon Participant's performance, ability to achieve stated outcomes and funding availability. The request for an extension will be presented to the City Commission as part of the Annual Action Plan process. The Community Services Board (CSB) and HCD will discuss the performance of each agency and present a recommendation to the City Commission.

3. Paragraph 6.1 is deleted and replaced with the following:

The Funds provided under this Agreement for Fiscal Year 2014-2015 shall not exceed \$3,589,333.27. All Funds must be expended during the term of the agreement. Any remaining funds shall be de-obligated by the City of Fort Lauderdale as appropriate. For purposes of this Agreement, the base HOPWA award is the amount provided in the Agreement for the 2014-2015 fiscal year. Any additional funds provided to the Participant in subsequent years do not increase the base amount of funding for future years. Additional funds awarded that exceed the \$3,256,233.27 contract amount are provided on a year-to-year basis and are not guaranteed in future years.

Budget modifications / revisions shall be submitted annually through P.E. on or before October 15th. Once the Participant has submitted their final budget revisions, they should notify the Housing & Community Development Division of their request.

4. Unless modified herein, all other terms and conditions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 6 day
of MARCH 2015.

PARTICIPANT

WITNESSES:

Broward House, Inc.

[Signature]

By

[Signature]
Stacy Hyde, CEO

Stephen Nolte

[Witness print name]

[Signature]

Tomas Soto

[Witness print name]

ATTEST:

(CORPORATE SEAL)

[Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of MARCH 2015 by
Stacy Hyde and Janice Pore as
CEO and Secretary of Broward House, a
non-profit corporation, on behalf of the corporation. Who are ☒ personally known to
me or ☐ have produced _____ as identification.

[Signature]

Notary Public, State of Florida (Signature)

(SEAL) Notary taking Acknowledgment)

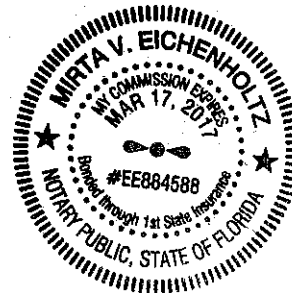
Marta Eichenholz

Name of Notary Typed, Printed or Stamped

My Commission Expires: 03.17.17


Commission Number: EE 884588

CITY



WITNESSES:


CITY OF FORT LAUDERDALE




Mario DeSantis



Avis Wilkinson

By 

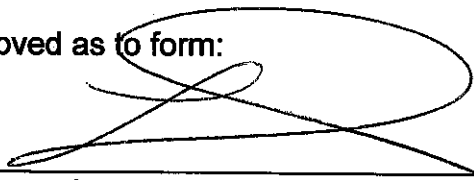
Jonathan Brown, Housing & Community
Development Manager

By 

Lee R. Feldman, City Manager

Date 4-9-15

Approved as to form:



Assistant City Attorney

Exhibit A

Facility Based Housing (FBH)

Project-Based Rent (PBR)

Tenant Based Rental Vouchers (TBRV) Programs

Renovations and Rehabilitation

(A.1 - A.8)

(B.1 - B.6)

(C.1 - C.7)

(D.1 - D6)

FACILITY BASED HOUSING (FBH)

- A.1 Community Based Housing the provision of housing in a multi-person, multiunit residence designed as a residential alternative to institutional care; to prevent or delay the need for such care; and to provide a transitional setting with appropriate supportive services.
- A.2 Participant must provide supportive services that include but are not limited to:
Health, mental health assessment, housing placement, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. Participant must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.
- A.3 Participant must provide access to up to three balanced and complete meals per day. The meals can be prepared and provided at the residential facilities. Participant must document periodic inspection and approval from a certified nutritionist/dietician. Participant must provide access to coffee, juice, snacks, etc.
- A.4 Each client may only stay on the program for 365 days. If the client requires a longer stay, the agency must submit extension request on 335 day of stay to COFL. Requesting an extension does not mean an extension will be given. COFL may grant a maximum of two 6 month extensions.
- A.5 Each resident must have a housing plan. Housing plan needs incorporate measurable tasks that will transition the client to another subsidy or self-sufficiency. Measurable tasks at 0-60 days to stable client, 60-180 days, 181-240 days, 241-270 days (at this point, client should planning for transition) on day 365 transition of to another subsidy or private housing.
- A.6 Participant will provide this housing at the following location:

417 S.E. 18 Ct., Fort Lauderdale, Florida
- A.7 The Funds provided under this Activity shall not exceed **\$1,072,500**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide CBH services for 32-36 persons per day.
- A.8 Participant agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount determined in

accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:

1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);
2. Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
3. Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.

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Exhibit A

Facility Based Housing (FBH)

(A.1 - A.8)

Project-Based Rent (PBR)

(B.1 - B.6)

Tenant Based Rental Vouchers (TBRV) Programs

(C.1 - C.7)

Renovations and Rehabilitation

(D.1 – D6)

PROJECT BASED RENTAL (PBR) ASSISTANCE

B.1 Project Based Rent is the provision of housing support whereas rental subsidies are provided to residents of certain units with a specific building. When residents move, the rental subsidy remains with the unit to be used by the next eligible client. Tenants receiving project-based rental assistance give up the right to that assistance upon moving from the project.

B.2 Participant must provide supportive services that include but are not limited to:

Health, mental health assessment, housing placement, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. Participant must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.

B.3 Participant will provide this housing at the following location(s):

Hollywood Apartments
2329 Monroe Street, Hollywood, FL 33020
1br/1ba – 10 units
2br/1ba – 3 Units
2br/2ba – 3 Units

Sailboat Bend
719 SW 4th Court, Fort Lauderdale, FL 33312
1br/1ba – 7 Units
2br/2ba – 2 Units

Green Leaf Ind
408 SE 18th Court, Fort Lauderdale, FL 33316
1br/1ba – 4 Units

Parkside Ind
421 SE 21st St., Fort Lauderdale, FL 33316
1bd/1ba- 5 Units

Fort Lauderdale Apt.
505 SE 18th Court, Fort Lauderdale, FL 33316
1br/1ba – 2 units
2br/1ba – 8 Units
2br/2ba – 2 Units

Orange Blossom Apt.
508 SE 18th Court, Fort Lauderdale, FL 33316
1br/1ba – 6 units
2br/2ba – 1 Unit

Tropic Breeze Apt.
401 SE 18th Court, Fort Lauderdale, FL 33316
1br/1ba – 8 Units
2br/1ba – 1 Unit

Fort Lauderdale Duplex
500/502 SE 18th Street, Fort Lauderdale, FL 33316
2br/1ba – 2 Units

7 Unit Fort Lauderdale Building
3731 SW 1st St, Fort Lauderdale, FL 33312
Efficiency- 2 Units
1br/1ba- 4 Units
2br/2ba- 1 Unit

3 Bedroom Deerfield House
611 NE 39th St, Deerfield, FL 33064
3br/2ba house

- B.4 The Funds provided under this activity shall not exceed **\$749,335.06**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide PBR services for **68** or more unduplicated clients per month for the term of this agreement.
- B.5 Participant agrees the rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units. 24 CFR 574.320 (3) and is not over the established Fair Market Rent as established by HUD.
- B.6 Participant agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount determined in

accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:

1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);
2. Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
3. Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.

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Exhibit A

Facility Based Housing (FBH)	(A.1 - A.8)
Project-Based Rent (PBR)	(B.1 - B.6)
Tenant Based Rental Vouchers (TBRV) Programs	(C.1 - C.7)
Renovations and Rehabilitation	(D.1 – D6)

TENANT BASED RENTAL VOUCHERS (TBRV)

- C.1 Tenant Based Rental Voucher provide lower-income HIV/AIDS persons or families rental assistance to live in private, independent apartment units. The rental subsidies that are provided to the clients are to be used in any eligible unit chosen by the client. If the client moves, the rental subsidy remains with the client to be used in another eligible unit.
- C.2 Participant must provide Housing Quality Standard (HQS) inspections for every unit contracted under this program at least annually and upon certification of clients and/or as needed.
- C.3 Participant must provide supportive services that include but are not limited to:
- Health, mental health assessment, housing placement, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. Participant must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.
- C.4 Participant will provide this housing assistance at the following location:
- Broward County
- C.5 The Funds provided under this activity shall not exceed **\$ 1,483,820.61**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide TBRV services for **146** unduplicated clients per month for the term of this agreement.
- When a vacancy opens, Agency must contact COFL HOPWA Administrator before filling.
- C.6 Participant must determine the price per month for services that are not over the Fair Market Value of housing as provided by HUD.
- C.7 Participant agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount

determined in accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:

1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);
2. Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
3. Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.

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Exhibit A

Facility Based Housing (FBH)	(A.1 - A.8)
Project-Based Rent (PBR)	(B.1 - B.6)
Tenant Based Rental Vouchers (TBRV) Programs	(C.1 - C.7)
<i>Renovations and Rehabilitation</i>	(D.1 – D6)

RENOVATIONS and REHABILITATION

D.1 Before the Participant can solicit bids, Participant must work with HCD's Construction Review Specialist to develop specific scope of work (Exhibit K) and must receive written approval from Construction Review Specialist to rehabilitate and renovate designated building and associated units.

All applicable permits must be pulled and certificate of completion for item must be issued for reimbursement. Once the work passes inspection, the COFL Housing Inspector is required to perform a final inspection for payment. The agency can schedule an inspection through COFL HOPWA Administrator mariod@fortlauderdale.gov. Make sure to include the work that requires inspection, location of inspection and if applicable, the number of units involved.

D.2 Participant will follow the approved scope of services. If the scope needs to be amended, the Construction Review Specialist must approve any changes to scope of work before work can be started.

D.3 Participant will be required to sign new restrictive covenant and mortgage document.

D.4 Participant must notify the COFL Administrator if expenditure for the specified item exceed 10% of the estimate. This is to ensure all the approved renovations/rehabilitation can be completed.

D.5 Reimbursement of Work

Using PE system, bill under the renovations contract and complete the required fiscal data elements in PE plus scan legible:

1. Itemized invoice of work provided that includes the location and units where the work took place;
2. Certificate of completion for applicable work; and
3. COFL Housing Inspector final inspection approval.

Once a correctly completed invoice is submitted to City, payment should be issued within 30 days of the submission.

D.6 The Funds provided under this activity shall not exceed **\$283,500**. All funds for this activity must be expended by the expiration of this contract.

EXHIBIT K

**City of Fort Lauderdale
Department of Sustainable Development
Housing & Community Development Division (HCD)
HOPWA Program
Scope of Work**

Agency Ownership of HOPWA Properties: Broward House

Hollywood Apartments 2329 Monroe Street, Hollywood, FL 33020 1br/1ba – 10 units 2br/1ba – 3 Units 2br/2ba – 3 Units	Parkside Ind 421 SE 21st St., Fort Lauderdale, FL 33316 1bd/1ba- 5 Units
Fort Lauderdale Duplex 500/502 SE 18th Street, Fort Lauderdale, FL 33316 2br/1ba – 2 Units	Orange Blossom Apt. 508 SE 18th Court, Fort Lauderdale, FL 33316 1br/1ba – 6 units 2br/2ba – 1 Unit
Green Leaf Ind 408 SE 18th Court, Fort Lauderdale, FL 33316 1br/1ba – 4 Units	Sailboat Bend 719 SW 4th Court, Fort Lauderdale, FL 33312 1br/1ba – 7 Units 2br/2ba – 2 Units
Tropic Breeze Apt. 401 SE 18th Court, Fort Lauderdale, FL 33316 1br/1ba – 8 Units 2br/1ba – 1 Unit	Fort Lauderdale Apt. 505 SE 18th Court, Fort Lauderdale, FL 33316 1br/1ba – 2 units 2br/1ba – 8 Units 2br/2ba – 2 Units

1. Agency must use their procurement process to select general contractor to do the work.
2. Agency must meet with HCD Construction Specialist to ensure scope of work for items for 1a-1e for identified properties is correct and final scope of work must be approved by HCD Construction Specialist before solicitation of bids.
 - a. Stair Railing,
 - b. Exterior Painting
 - c. Impact Windows and Impact Doors
 - d. Energy efficient central AC units,
 - e. Energy efficient stoves and refrigerators and
 - f. Any other items identified to HUD regulations and requirements
3. Once the general contractor is select, in accordance with the agencies procurement process must obtain a minimum of three bids for approved scope of work items.
4. The total bid amount supplied by the bidder shall be acknowledged as the Contract bid amount irrespective of any error in the computation of line items. Bids that contain computation errors may be disqualified.
5. The bid amount shall include for the consideration sum to secure all required all required permits, rehabilitating the building as specified, passing inspections and obtaining a CERTIFICATE OF OCCUPANCY (if applicable) from the City of Fort Lauderdale Building Services Division or the city/county where the property resides.
6. The bid amount shall include for all work to be done in a workmanlike manner with good construction practices, and materials of good quality and free of any and all defects.

7. The bid amount shall include for the Contractor to keep the site clean and free of construction debris and waste at all times. ALL construction waste and debris must be disposed of in a timely fashion as per local, state and federal regulation
8. The bid amount shall include for the Contractor to make a reasonable and conscientious effort to exclude unauthorized personage from the site/work area by the use of barriers, signage and/or any other reasonable means of exclusion.
9. The bid amount shall include for attendance, overhead and profit and must be included in all line item amounts.
10. The bid amount must include for a firm and realistic construction period to be submitted with this bid. The selected Contractor must submit a written work schedule representing this construction period before the Contractor can be awarded. Written work schedule must be submitted to HCD within five (5) business days of request. Failure to provide the appropriate documentation will result in automatic forfeiture and project will be awarded to the next successful bidder. **Contractor shall complete the project within FIFTY (50) working days from the date of Building Permit Approval.**
11. If not otherwise stated the bidder shall include, as a separate item, any task or provision not specified in the work write-up, but that he may deem to be necessary for the successful completion of the project.
12. Contractor is required to provide all required insurance certificates (including subcontractor) to HCD within five (5) business days of award. Failure to provide the appropriate insurance documentation will result in automatic forfeiture and project will be awarded to the next successful bidder.
13. HCD will only provide funds equal to the lowest **most responsive** bid. Most responsive bid means same items and scope of work are the same. If the property owner selects any bid above the lowest priced bid, homeowner is required to pay the selected Contractor the difference and proof of payment must be provided to HCD from both the Homeowner and Contractor within five (5) business days of the award. If proof of payment is not received, the project will be cancelled and the Homeowner must repay any costs incurred for the project to HCD.
14. Reimbursement form COFL HOPWA Program

Before the agency can request COFL reimbursement:

- i. Work must pass inspection by the governing city/county entity that approves the work. Agency must have certificate of completion and/or certificate of occupancy.
- ii. Once certificate is obtained, must schedule an inspection with COFL Construction review Specialist Jason Marous jmarous@fortlauderdale.gov.
- iii. Itemized invoice of work provided that includes the location and units where the work took place.

Using PE system, Participant will bill under the renovations, location, unit(s) and item. Agency must complete the required fiscal data elements in PE plus scan legible:

4. Itemized invoice of work provided that includes the location and units where the work took place;
5. Certificate of completion and/or Certificate of Occupancy for applicable work; and
6. COFL Housing Inspector final inspection approval.

1. PERMIT FEES

Allow Provisional Sum of \$1,000 dollars to be used to pay for all costs associated with permit and inspection fees as assessed by the City of Fort Lauderdale Building Department. The contractor shall provide the HCD C.R.S. with all receipts from the Building Department for said project. The provisional sum will be used to pay /offset these receipts. The contractor will be reimbursed through a Change Order if additional Permit Fee's /inspection fees are required.

2. ROOFING

Remove existing defective roof covering at sloped and flat roof areas, including metal vent collars, continuous metal drip at perimeter and all flashing. Contractor must inform Construction Review Specialist of any structural defects found, including roof framing, sheathing, fascia and soffits. Clean all areas of debris and properly dispose of according to Local, State and Federal regulations. Prepare existing sheathing to receive new roof cover. Supply and install new flashing, roof vents, continuous galvanized metal drip and all other fittings necessary to achieve a sound waterproof roof. Price must include for minimum of 100 Sq. Ft. of replacement of decking or sheathing, 10 L.F. of fascia & 10 L.F. of the roof soffit. Sloped roof - Supply & install new asphalt base sheet and 235 lb. U.L listed 25 year warranty composite fiberglass 3 tab sq. butt self-sealing light colored roof shingles. Flat roof -supply & install new 3 ply built up white smooth surface modified bitumen roofing. Provide continuous Galvanized Metal drip, flashings, vent caps and pipe vent collars, flashings & all fittings, accessories & appurtenances to achieve a sound waterproof roof. All work as per 2010 F.B.C. Provide homeowner with manufacturer's warranty.

3. EXTERIOR PAINTING

Using lead work safe practices remove & properly dispose all loose materials prior to installation of new materials. Prepare existing trim surfaces specified for stabilization prior to paint application by securing, replacing or repairing all loose, broken, rotted, or deteriorated materials to provide a sound surface for paint application. Use a 25-year or better paintable low-VOC caulk matched for color to fill all cracks, voids, holes, etc. prior to painting. Apply a compatible exterior Low-Zero VOC primer to all bare areas. Apply two coats of quality exterior Low -Zero VOC paint to specified trim. Walls are to have a flat finish, soffit to have an Eggshell or satin finish, Fascia board and exterior doors/trim use a semi-gloss paint. Use Sherwin-Williams or approved equal best grade paints and primers. Paint shall be of light colors selected by the homeowner. Paint and primer must meet the Green Seal GS-11 Environmental Standard. The Green Seal Certification Mark must appear on packaging.

4. EXTERIOR DOOR

Remove existing door, saddle and frame from opening and dispose of. Supply & install 2 new impact resistant 1-3/4" thick formed raised panel pre-hung insulated metal door as per 2010 F.B.C. complete with interior/exterior casings, saddle, 3 # 3/4" x 4" S.S. hinges & Schlage professional grade security series double cylinder deadbolt keyed lever handled lockset. Complete with all fittings and accessories including door bumpers and peep hole. Install in accordance to established industry standards. Adjust to operate smoothly, quietly, close effortlessly & snugly. Note: front door shall have decorative rectangular impact resistant glass insert.

5. WINDOWS

Remove existing windows and properly dispose of. Clean area of debris and prepare to receive new window. Supply and install new aluminum framed Single Hung or Horizontal Sliders complete with impact resistant glass, mull bars as needed, cultured marble sills, fabric screens, and all other

fixtures and accessories necessary for a complete and industry accepted installation. Windows specifications must comply with applicable 2010 FBC regulations. Complete the installation with UV resistant caulk/seal around the perimeter of all windows to make air/water tight. All windows shall be white with tinted glass. Bathroom window shall be obscured. Total ten (10) windows in ten (10) openings. Remove Jalousie window separating living room and carport enclosure. General Contractor to verify all window opening sizes.

6. INTERIOR PAINTING

Patch any found wall blemishes. All wall's and ceiling's shall be primed. Use two coats of non-toxic Low-Zero VOC eggshell finish latex paint to walls. Doors, trim & baseboards use semi-gloss paint. Ceiling shall receive two coats of non-toxic Low-Zero VOC flat white ceiling latex paint for uniform appearance. Maximum use of two colors shall be selected by the homeowner. Use Sherwin-Williams or approved best grade paints and primers meeting the Green Seal G-11 Environmental Standard.

7. RANGE/OVEN

Energy efficient replacement that is the appropriate size for the apartment unit. Range to may include electronic clock and timer, dual element bake, self-cleaning oven, glass window in door and all fittings and accessories necessary for a complete installation and operation. Supply Homeowner with manufacturer's warranty.

8. KITCHEN APPLIANCE

Energy efficient replacement refrigerator and microwave that is the appropriate size for the apartment unit.

9. BATHROOM WATER CLOSET

Supply & install American Standard 1.28 gallons per flush Compact Cadet 3 FloWise 2403.128 elongated vitreous white china clay toilet 17-19" high or HCD Approved Equal. Water closet to have a maximum flow rate of 1.3 GPF and shall score 800 or better on the MaP Flush Performance test (which tests the grams of solid waste removed in a single flush) Secure to flange in floor complete with all fittings and accessories including supply pipes and shut off valves.

10. BATHROOM VANITY

Supply & install new 36" high x 18" deep x +/-20" wide plastic laminate over ½" thick plywood vanity cabinet with +/- 2 doors and shelf (No Therma-Foil products). Complete with concealed metal hinges, pulls & all other fittings for a complete finish. Level, align & secure cabinets to existing wall. Adjust doors for smooth operation & to close tightly and snugly. Supply & install new cultured marble countertop with integral sink, with new Moen "Banbury" series 4" centered chrome plated bathroom sink faucet with pop-up drain, fittings & accessories. Complete installation with plumbing supply lines, shut-off valves & drain assembly. Level vanity, secure & align with wall and floor finishes.

11. HOT WATER HEATER (ELECTRIC)

Remove existing defective water heater and properly dispose of. Supply and install new 40 gal glass lined energy efficient electric water heater connected to existing utilities. All work as per 2010 FBC and accepted industry standards. Supply homeowner with all warranty.

12. H.V.A.C. SPLIT SYSTEM

Remove existing air handler and condenser unit and evacuate all CFC's. Recycle all metal components. Supply & install new factory rated 16.0 S.E.E.R. split system delivering +17.5 or greater S.E.E.R. Use Trane, Rheem, Ruud brands or approved equal brands. Include for new air registers, transfer grills, programmable digital thermostat, all necessary plumbing, and electrical services, to cause for a quiet & efficient method of controlling the temperature. Provide new ducts/drops for new master bedroom, bathroom and walk in closet. Ensure easy access and replacement of air filter. Condenser unit shall be installed-secured to Approved concrete pad. All work done shall comply with F.B.C./ F.M.C. 2010.

The size can be adjusted to the apartment size.

13. ELECTRICAL

Remove existing receptacles from Kitchen & bathroom and install new GFI receptacles. Supply and install new interconnected smoke detectors in bedrooms, hallway and den as needed. Remove and replace exterior light fixtures at front and rear of house.

In kitchen supply and install new fluorescent light fixture. Supply and install new ceiling fan and light in master bedroom. Remove and replace existing ceiling fans in living room, den and bedroom no. 2. Remove and replace light fixture in dining area and hallway. Make good all areas disturbed by this task.

14. FUMIGATION

Provide material, labor and supervision to exterminate and to prevent termite infestation of property by means of tenting residence or use of dry chemical treatment. All works are to be done as per applicable local, state and federal codes and regulations

PREPARED BY AND RETURN TO:

Lynn Solomon, Esq.
City Attorney's Office
CITY OF FORT LAUDERDALE
100 North Andrews Avenue
Fort Lauderdale, FL 33301

INSTR # 112963888
Recorded 05/01/15 03:25:19 PM
Broward County Commission
Doc-D: \$0.70
Deputy Clerk 1016
#1, 3 Pages

Space Reserved for Recording Information

Folio Nos.: 5042-07-08-1770; 4842-13-08-0530

QUIT CLAIM DEED

THIS INDENTURE, made this 26 day of March, 2015, by and between:

THE HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, a public body corporate and politic, pursuant to the authority granted in Section 421.08, Florida Statutes, whose Post Office address is 437 S.W. 4th Avenue, Fort Lauderdale, FL 33315, hereinafter referred to as "GRANTOR",

and

BROWARD HOUSE, INC., a Florida non-profit corporation, whose address is 1726 SE 3rd Avenue, Fort Lauderdale, FL 33316, hereinafter referred to as "GRANTEE".

WITNESSETH that said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable receipt whereof is hereby acknowledged, does hereby remise, release, quit claim and convey to the said GRANTEE, its successors and assigns forever, any right, title or interest in and to Parcel One and Parcel Two described below:

PARCEL "ONE"

Lot 5, Block 9, MELROSE PARK SECTION 8, according to the Plat thereof, as recorded in Plat Book 39, Page 36, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

(Street Address: 3731 SW 1st Street
Fort Lauderdale, Florida
(multi-family, 7 units)

3

PARCEL "TWO"


Lot 22, Block 5, TALLMAN PINES, according to the Plat thereof,
as recorded in Plat Book 40, Page 39, of the Public Records of
Broward County, Florida; said lands situate, lying and being in
Broward County, Florida.

(Street Address: 611 NE 39th Street
Pompano Beach, Florida
(single-family home)

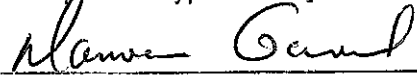
IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and
year first above written.

WITNESSES:

THE HOUSING AUTHORITY OF THE
CITY OF FORT LAUDERDALE, a public
body corporate and politic



Veronica Lopez
[Witness-print or type name]



MARVA GAREL
[Witness-print or type name]

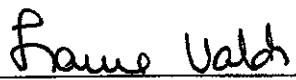
By 

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
March 26, 2015, by Tam English, as
Secretary of THE HOUSING AUTHORITY OF THE CITY OF FORT
LAUDERDALE, a public body corporate and politic. He/she is personally known to
me and did not take an oath.

(SEAL)





Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Laura Valdes

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Oct 26, 2015

Commission Number

L:\REALPROP\2015\HACFL TO UNKNOWN\QUITCLAIMDEED.RTF

2
DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration" is made this 16th day of MARCH, 2015, by Broward House Inc., a Florida not for profit corporation ("PARTICIPANT");

WHEREAS the CITY has accepted upon certain terms and conditions Housing Opportunities for Persons with HIV/AIDS Program ("HOPWA") funds from the U.S. Department of Housing and Urban Development ("HUD") to provide for the Development of affordable housing and supportive services throughout Broward County; and

WHEREAS, in connection with the acceptance and such use of the HOPWA funds, U.S. Department of Housing and Urban Development ("HUD") regulations mandate the enforcement of certain "affordability" requirements upon the Property for a specified period of time and that the units be occupied by persons living with HIV and/or AIDS; and

WHEREAS, PARTICIPANT has entered into a Agreement with the City of Fort Lauderdale ("City"), with an effective date of October 1, 2014 ("Agreement"); and

WHEREAS, in order to comply with the HUD affordability requirements, PARTICIPANT agrees to restrict the use of certain property upon which affordable housing will be provided using HOPWA funds provided by HUD through the CITY pursuant to the Agreement;

NOW, THEREFORE, in accordance with and in consideration of the foregoing, PARTICIPANT declares that the Property described herein shall be held and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth:

1. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.
2. Broward House, Inc. is the Owner of, and is lawfully seized of the subject property, consisting of 7 units, legally described as follows:

PARCEL "ONE"

Lot 5, Block 9, MELROSE PARK SECTION 8, according to the Plat thereof, as recorded in Plat Book 39, Page 36, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

**(Street Address: 3731 SW 1st Street
Fort Lauderdale, Florida
(multi-family, 7 units)**

3. Broward House, Inc. is the Owner of, and is lawfully seized of the subject property, consisting of a single family home, legally described as follows:

PARCEL "TWO"

Lot 22, Block 5, TALLMAN PINES, according to the Plat thereof, as recorded in Plat Book 40, Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

**(Street Address: 611 NE 39th Street
Pompano Beach, Florida
(single-family home)**

3. The restrictions contained herein shall apply for a period of twenty (20) years from the date this document is recorded ("the period of affordability"). This period of affordability will continue for the stated number of years regardless of any resale, transfer or vacancy of the Property.
4. Term and Use of Property. The Property shall be continuously used by Participant for a period of twenty (20) years from the date of conveyance to Participant ("Term") for the administration of a Project Based Residential Housing Unit Program to be conducted pursuant to HUD's HOPWA Regulations, 24, CFR, Part 574, and for no other purposes.
5. During the period of affordability, Participant shall only rent units in the above described property to tenants eligible under HOPWA Programs rules at 24 CFR 574.
6. Within the period of affordability, units in the subject property must be occupied by low income households, where at least one member of each family must be qualified in accordance with the standards set forth in 24 CFR Part 574. Units not meeting this requirement will be subject to recapture of funds used to rehabilitate the unit, prorated for the length of time the unit met the requirement.
7. During the term of this Declaration, Participant shall not sell, lease (other than to rent to eligible persons under HOPWA Regulations), convey or encumber the Property without the express written consent of the City which consent may be withheld in the discretion of the City.
8. During the term of this Declaration, Participant shall not engage in any financing or other transaction which results in the creation of a mortgage lien upon the property without first obtaining written consent from the City.
9. These covenants shall remain in effect until amended with written consent of the City of Fort Lauderdale, or for the period of affordability.
10. The CITY OF FORT LAUDERDALE, its successors and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.
11. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of

the right to do so thereafter. The CITY shall be entitled to enforce the obligations set forth in this declaration by an action in law or equity. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

12. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
13. The CITY, at the request of PARTICIPANT or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon expiration of the twenty year period of affordability.
14. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
15. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation and the rights and obligations hereunder shall be binding upon the Owner and its successors in interest.
16. In the event the participant sells or finances Parcel One or Parcel Two, then the City shall be entitled to receive from the proceeds of the sale or finance any funds advanced by the City to acquire Parcel One or Parcel Two.
17. The Participant hereby grants the City retains a reversionary interest in the Property for the Term of the Declaration.
18. In the event the City elects to exercise its reversionary interests herein and provide notice thereof to Participant, City shall have the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate and the Property shall become the property of the City, free and clear of any and all claims, rights, liens or encumbrances.
19. The Participant shall permit reasonable inspections of the Property at reasonable times by the City or its agents for the purpose of determining compliance with the terms of this Declaration and the terms of the Participation Agreement.
20. Participant shall comply with the terms and conditions of the Participation Agreement with respect to the use of the Property.
21. In the event of a breach or default by the Participant in the performance of any obligations under this Declaration, the City shall provide written notice thereof to the Participant, and
 - (a) If such event of default shall not be cured by the Participant within thirty (30) days after

receipt of the written notice from the City specifying in reasonable detail the event of default by the Participant, or

- (b) If such event of default is of such nature that it cannot be completely cured within such time period, then if the Participant shall not have commenced to cure such default within 30 days after receiving notice from the City and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary

Then the City, for such events of default or breach may pursue any and all legal remedies or equitable remedies, including enforcement of its reversionary interest in accordance with the provisions of the Declaration.

21.1 In the event Participant commences to cure a default but finds that the default is of such a nature that it cannot be completely cured within time provided in subsection 21(b) above and Participant intends to continue to diligently prosecute such cure to completion, then Participant shall be obligated to provide notice to City as to the time frame reasonably needed to cure such default, which such time frame shall be conclusive as between the parties, unless City disputes such time frame, in which event the City Commission shall determine the time frame that is reasonably needed to cure such default.

21.2 If Participant has failed to complete the cure by the end of the time frame designated as the reasonable additional time needed to cure as set forth in this Section 21, then City shall be permitted to pursue any and all legal or equitable remedies to which it is entitled, including enforcement of its reversionary interest.

22.

22.1 Participant hereby agrees to execute and deliver to City such instrument or instruments as shall be required by City as will properly evidence termination of Participant's rights hereunder or its interest therein when Participant receives notice of the City's exercise of its reversionary rights herein.

22.2 In the event the City elects to exercise its reversionary interests herein and provide notice thereof to Participant, City shall have the right to repossess the Property, and the Participant acknowledges and agrees that the interest of the Participant and any and all rights therein shall terminate and the Property shall be and become the property of the City free and clear of any and all claims, rights, liens or encumbrances by, through or under the Participant, and that such title and all rights and interests of the Participant, and any assigns or successors in interest to and in the Property, shall revert to the City

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 16th day of March 2015.

PARTICIPANT

WITNESSES:

Steve Nolte

Steve Nolte

[Witness print name]

Mina Eckenheitz

Mina Eckenheitz

[Witness print name]

Broward House, Inc.,
a Florida non-profit corporation

By

Stacy Hyde
Stacy Hyde, Chief Executive Officer

ATTEST:

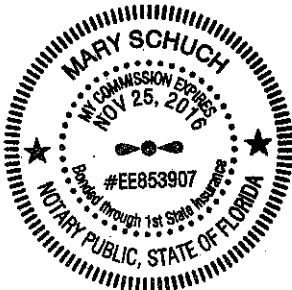
(CORPORATE SEAL)

Jennie E. Poore
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 16 day of March 2015, by Stacy Hyde, as Chief Executive Officer of Broward House Inc., Who is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Mary Schuch
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Mary Schuch
Name of Notary Typed, Printed or Stamped

My Commission Expires: Nov 25, 2016

EE853907
Commission Number

CITY

CITY OF FORT LAUDERDALE

WITNESSES:

Avis A. Wilkinson

Avis A. Wilkinson

(Witness print name)

Mari DeSantis

MARIO DeSantis

(Witness print name)

By Jonathan Brown

Jonathan Brown, Housing & Community
Development Manager

By Lee R. Feldman

Lee R. Feldman, City Manager

Date 4/13/15

Approved as to form:

Lynn Solomon
Lynn Solomon, Assistant City Attorney

3

Prepared by:
CITY OF FORT LAUDERDALE
700 N.W. 19th Avenue
FORT LAUDERDALE, FL 33311

HOUSING OPPORTUNITIES FOR PERSONS WITH HIV / AIDS
(HOPWA)

FIRST MORTGAGE

THIS MORTGAGE AGREEMENT ("Mortgage"), made this 16th day of MARCH 2015, between **Broward House, Inc.** (hereinafter referred to as "Mortgagor") whose address is 1726 SE 3rd Avenue, Fort Lauderdale, Florida 33316 and **The City of Fort Lauderdale**, a municipality of the State of Florida, whose address is 700 N.W. 19th Avenue, Ft. Lauderdale, FL 33311 (Hereafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has executed a Declaration of Restrictive Covenant ("Restrictive Covenant") in favor of the City of Fort Lauderdale,

NOW THEREFORE WITNESSETH, to secure the performance and observance by the Mortgagor of all the covenants, conditions and agreements of this mortgage and Restrictive Covenant for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor does hereby grant, convey and mortgage unto the Mortgagee, its successors and assigns the following (hereinafter known as the "Mortgaged Property");

ALL that right, title, and interest in the certain tracts of land, of which Mortgagor is now seized and possessed, and in actual possession situate in Fort Lauderdale, Florida, as described in Exhibit "A" attached hereto;

3731 SW 1st Street, Fort Lauderdale, Florida

and

611 NE 39th Street, Pompano Beach, Florida

TOGETHER WITH all appurtenances thereto and all the estate rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and

all fixtures and articles of personal property now or hereafter attached, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigeration, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings, or structures in any manner.

ARTICLE ONE PARTICULAR COVENANTS OF MORTGAGOR

- 1.01 Performance of Mortgage.** The Mortgagor will perform, observe and comply with all provisions of the Restrictive Covenant. The Restrictive Covenant provides, in part, as follows:

The Property shall be continuously used by Participant for a period of twenty (20) years from the date of conveyance to Participant ("Term") for the administration of a Project Based Residential Housing Unit Program to be conducted pursuant to HUD's HOPWA Regulations, 24, CFR, Part 574, and for no other purposes.

- 1.02 Warranty of Title.** The Mortgagor covenants that it is seized with good, marketable and absolute title to the Mortgaged Property and has full power and lawful right to convey and mortgage the same in the manner and form aforesaid, and that the Mortgaged Property is free from all encumbrances except taxes for the current year and any other permitted encumbrance. The Mortgagor does hereby fully warrant the title to the Mortgaged Property against claims of all persons whomsoever.

- 1.03 Care of the Property:**

- (a) Mortgagor shall not commit or permit any waste, impairment, or deterioration of the Mortgaged Property, or make or permit to be made to the mortgaged property any alterations or additions that would have the effect or 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.
- (b) If the Mortgaged 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.
- (c) The Mortgagor will promptly comply with all present and future

laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

- (d) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Mortgaged Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If a part of the Mortgaged 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 of alterations shall not be unreasonable withheld.
- (e) Mortgagor hereby grants Mortgagee, or its designated agents, the right to inspect the subject property at all reasonable times for compliance with the NSP Program guidelines.

1.04 Expenses. Mortgagor shall pay, or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorneys fees, including appellate proceedings, and disbursements, and costs of abstracts of title incurred or paid by Mortgagee in any action, proceeding or dispute in which Mortgagee is a party or appears because of the failure of the Mortgagor promptly and fully to perform and comply with all conditions and covenants of this Mortgage and the Note secured hereby, including but not limited to, the foreclosure of this Mortgage, or the superior mortgage, any condemnation of Mortgaged Property, or any action to protect the security thereof. All costs, charges and expenses so incurred by mortgagee shall become due and payable whether or not there be notice, demand, and attempt to collect or suit pending. The amounts so paid or incurred by Mortgagee, together with interest thereon at the default rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be secured by separate lien on property.

ARTICLE TWO DEFAULTS

2.01 Event of Default. The term "Event of Default" wherever used in the Mortgage, shall mean any one or more of the following events:

- (a) Failure by Mortgagor to duly keep, perform and observe any covenant, condition or agreement in the Restrictive Covenant or this Mortgage for a period of thirty (30) consecutive days after

the Mortgagee gives written notice specifying the breach.

- (b) The appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the mortgagor under the provision of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as many be amended from time to time, or upon the making by Mortgagor of an assignment for the benefit of the Mortgagor's creditors.
- (c) If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgagee, 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 of the service of foreclosure proceedings on the Mortgagor.
- (d) Any default under any mortgage superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify the Mortgagee in writing of the occurrence and existence of any such default.
- (e) Any breach of any warranty or material untruth or any representation of Mortgagor contained in the Restrictive Covenant or this Mortgage.
- (f) Any action prohibited by paragraph 3.01 infra.
- (g) The abandonment or vacation of the Property by the Mortgagor whereby said Mortgagor ceases to provide affordable housing for HOPWA eligible tenants.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, the Mortgagee may, at its sole option, declare a default under the Restrictive Covenant.

2.03 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred the Mortgagee may, in its sole option, either with or without entry or taking possession as hereinabove provided or otherwise proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce the Restrictive Covenant or the performance of any term hereof or any other right (b) to foreclose this Mortgage and to see the Mortgaged Property, under the judgment or

decree of a court or courts of competent jurisdiction, and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee may take action either by proceedings or by the exercise of its powers with respect to property pledged herein, Mortgagee is hereby authorized and empowered to enter the Mortgaged Property or other place where the property may be located without legal process, and to take possession of the property without notice or demand, which are hereby waived to the maximum extent permitted by the laws of the State of Florida. Upon demand by Mortgagee, Mortgagor shall make the property available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may sell at one or more public or private sales and for such price as Mortgagee may deem commercially reasonable any and all of the property secured by this mortgage and any other security or property held by Mortgagee and Mortgagee may be the purchaser of any or all of the property.

- 2.04 Purchase by Mortgagee.** Upon any such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right. Nothing contained in this section shall affect the right of Mortgagee to seek and obtain a deficiency judgment against Mortgagor.
- 2.05 Application of Indebtedness toward Purchase Price.** Upon such foreclosure sale, pursuant to judicial proceedings, the Mortgagee may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply to the purchase price any portion of all sums due to the Mortgagee under the Restrictive Covenant and this Mortgage, in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.
- 2.06 Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor, its creditors, or its property, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Mortgagee allowed in such proceedings for the entire amount due and payable by

the Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Mortgagor hereunder after such date.

2.07 Acceleration; Application of Monies by Mortgagee.

- (a) If default shall occur under the Restrictive Covenant or Mortgage, same forthwith upon such demand, the Mortgagee shall be entitled to sue for and to recover a judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursement of the Mortgagee's against and attorneys either before, after or during the pendency of any proceedings for the enforcement of the Mortgage including appellate proceedings. The right of the Mortgagee to recover such judgment shall not be affected by any taking, possession, or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.
- (b) In case of a foreclosure sale of any of the Mortgaged Property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Mortgagee shall be entitled to enforce payment of any to receive all amounts then remaining due and unpaid upon the Restrictive Covenant, and the Mortgagee shall be entitled to recover a judgment of any portion of the remaining debt with interest.
- (c) Any monies thus collected by the Mortgagee or received by the Mortgagee under this paragraph shall be applied as follows: First, to the payment of the reasonable attorney fees and expenses incurred by Mortgagee, its agents and attorneys, including, but not limited to taxes paid, insurance premiums paid, and receiver's fees. Second, toward payment of the amounts due and unpaid upon the Restrictive Covenant.

2.08 Delay or Omission No Waiver. No delay or omission of the Mortgagee to exercise any right, power, or remedy accruing upon any default shall exhaust or impair any such right, power or remedy nor shall same be construed to be a waiver of any such default, or acquiescence, herein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised by Mortgagee from time

to time and as often as may be deemed expedient by the Mortgagee.

- 2.09 **No Waiver of One Default to Affect Another.** No act or omission or waiver of the Mortgagee shall preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default nor, except as otherwise expressly provided in any instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby.
- 2.10 **Discontinuance of Proceedings — Position of Parties Restored.** In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding has been taken.
- 2.11 **Remedies Cumulative.** No right power or remedy conferred upon or reserved by the Mortgagee by this Mortgage, is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and current and shall be in addition to any other right, power and remedy given hereunder or hereafter existing at law or in equity or by statute.
- 2.12 **Subrogation.** The Mortgagee hereby is subrogated to the claims and liens of all parties whose claim or liens are discharged or paid with the proceeds of the indebtedness secured by this Mortgage.

ARTICLE THREE MISCELLANEOUS PROVISIONS

- 3.01 **No Transfer.** Mortgagor covenants and agrees not to assign, sell, convey, transfer or further encumber any interest in or any part of the Mortgage Property for a period of twenty (20) years from the date of closing. If any person or entity, should obtain any part of the Mortgaged Property, pursuant to the execution and enforcement of any lien, security interest, or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default hereunder.

3.02 Security Agreement. The parties agree that with respect to personal property secured hereunder, this Mortgage is a security agreement under the Uniform Commercial Code for the purpose of creating alien on the Mortgaged Property.

3.03 Time is of the Essence. It is specifically agreed that time is of the essence in this Mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver or the terms hereof or of the instrument secured hereby.

3.04 Attorneys Fees and Expenses. Wherever provision is made herein from payment for reasonable attorneys fees or counsel fees or expenses incurred by the Mortgagee, said provision shall include, but not limited to, reasonable attorneys fees and paralegal fees and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

3.05 Florida Contract. This mortgage is made by Mortgagor and accepted by Mortgagee in the State of Florida, with reference to the laws of such State venue lying in Broward County, and shall be construed, interpreted, enforced and governed by and in accordance with such laws (excluding the principles thereof governing conflicts of law), and Federal law, only in the event Federal law preempts State law.

3.06 Notice.

- (a) Mortgagor, Any notice, demand or instrument authorized by this Mortgage to be served on or give to the Mortgagor may be served on or given to the Mortgagor at:

BROWARD HOUSE, INC.
1726 SE 3rd Ave
Ft. Lauderdale, FL 33316
ATTN: CHIEF EXECUTIVE OFFICER

- (b) Mortgagee. Any notice demand or instrument authorized by this Mortgage to be served on or given to the Mortgagee may be served on or given to the Mortgagee at:

CITY OF FORT LAUDERDALE
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301

ATTN: LEE R. FELDMAN, CITY MANAGER

Or at such other address the Mortgagee may have furnished in writing to the Mortgagor.

3.07 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.08 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or Restrictive Covenant, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Restrictive Covenant shall be in no way affected, prejudiced or disturbed thereby.

3.09 No Representation by Mortgagee. By accepting or approving anything required to be observed, performed, or fulfilled, or to be given to Mortgagee, pursuant to this Mortgage, including, but not limited to, any certificate, balance sheet, statement, survey, or appraisal, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness, or legal effect of same or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

3.10 Representations and Warranties. Mortgagor hereby represents and warrants to Mortgagee that:

(a) Other Agreements. Mortgagor is not a party to any agreement or instrument materially and adversely affecting it or proposed businesses, properties or assets, operation or condition, financial or otherwise, the Mortgagor is not in default in the performance observance or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party.

(b) Other Information. All other information, including reports, financial statements, certificates, papers, data, and otherwise, given and to be given to Mortgagee with respect to (i)

Mortgagor, or the Restrictive Covenant are true, accurate, and correct in all material respects and complete.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 16 day of March 2015.

PARTICIPANT

WITNESSES:

Broward House, Inc., a Florida non-profit corporation

[Signature]
Steve Nolte

[Witness print name]

[Signature]

Mirka Eichenheltz

[Witness print name]

By

[Signature]
Stacy Hyde, Chief Executive Officer

ATTEST:

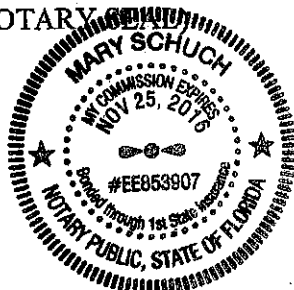
(CORPORATE SEAL)

Jennie E. Poore
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 16 day of March 2015, by Stacy Hyde, as Chief Executive Officer of Broward House Inc., Who is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida (Signature of
Notary Taking Acknowledgment)

Mary Schuch
Name of Notary Typed, Printed or Stamped

My Commission Expires: Nov. 25, 2014

EE 853907
Commission Number

EXHIBIT "A"

PARCEL "ONE"

Lot 5, Block 9, MELROSE PARK SECTION 8, according to the Plat thereof, as recorded in Plat Book 39, Page 36, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Street Address: 3731 SW 1st Street, Fort Lauderdale, Florida
(multi-family, 7 units)

PARCEL "TWO"

Lot 22, Block 5, TALLMAN PINES, according to the Plat thereof, as recorded in Plat Book 40, Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Street Address: 611 NE 39th Street, Pompano Beach, Florida
(single-family home)



(954) 831-4000
Broward County
Governmental Center
115 S. Andrews Ave, Room
114
Fort Lauderdale, FL 33301
www.broward.org/records

Transaction #: 7797680

Receipt #: 5570271

Cashier Date: 5/1/2015 3:25:33 PM (1016)



Print Date:

5/1/2015 3:25:35 PM

Customer Information	Transaction Information	Payment Summary
(6370) CITY OF FORT LAUDERDALE CITY ATTORNEY'S OFFICE 100 N ANDREWS AVENUE - 7TH FLOOR FORT LAUDERDALE, FL 33301	Date Received: 05/01/2015 Source Code: Over the Counter Q Code: Over the Counter Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$183.70 Total Payments \$184.40 Overpayment \$0.70

2 Payments

CHECK 54949	\$184.40
OVERPAYMENT	
CHECK OVERAGE	1 \$0.70

3 Recorded Items

It is the responsibility of our customers to inspect their recording receipt, prior to leaving our office, to verify the accuracy of the information keyed. Should you find a mistake after leaving our office, please contact us immediately and the correction will be made within 24 business hours after notification. Submit corrections to: records@broward.org

(D) Deed Transfers of Real Property	Instrument #: 112963888 Date: 5/1/2015 3:25:19 PM From: FORT LAUDERDALE CITY HOUSING AUTHORITY To: BROWARD HOUSE INC
Recording @ 1st=\$10 Add'l=\$8.50 ea.	3 \$27.00
Deed Doc Stamps Paid @ \$0.70 per \$100	0.7 \$0.70
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	2 \$0.00
Deed Doc Stamps @ \$0.70 per \$100	0 \$0.00
(RES) Restrictions & Related Docs	Instrument #: 112963889 Date: 5/1/2015 3:25:19 PM From: BROWARD HOUSE INC To: FORT LAUDERDALE CITY
Recording @ 1st=\$10 Add'l=\$8.50 ea.	6 \$52.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	2 \$0.00
(M) Mortgage/ Modifications &	Instrument #: 112963890 Date: 5/1/2015 3:25:19 PM From: BROWARD HOUSE INC To: FORT

<u>Assumptions</u>		<i>LAUDERDALE CITY</i>
Recording @ 1st=\$10 Add'l=\$8.50 ea.	12	\$103.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	2	\$0.00
Intangible Tax @ \$2 per \$1000	0	\$0.00
Mortgage Doc Stamps @ \$0.35 per \$100	0	\$0.00

0 Search Items

1 Miscellaneous Items



(AGENTTRANSMITTAL/MISC)