

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
STATE HOUSING INITIATIVES PARTNERSHIP
NEW CONSTRUCTION PROJECT**

THIS AGREEMENT, (this "Agreement") was made and entered by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **Crystal Park Apartments, LLC**, with a principal address of 1401 Northwest 27th Avenue, Ocala, FL 34475, FEIN# 83-2357248, (hereinafter called the "SPONSOR").

WITNESSETH:

WHEREAS, the COUNTY has been provided funds from the State Housing Finance Corporation for the provision of housing; and

WHEREAS, Marion County's State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan was approved by the Board of County Commissioners and the Florida Housing Finance Corporation, to provide Housing for low-income families with rental housing needs; and

WHEREAS, the funding cycle and application period for the Rental Housing Strategy was properly advertised; and

WHEREAS, it is necessary for the County and the Sponsor to enter into an Agreement for the implementation of this activity; and

WHEREAS, the Marion County Community Services Department ("Department") administers the SHIP Program on behalf of the County; and

WHEREAS, the Project was approved as a project in the Local Housing Assistance Plan based on SPONSOR's proposal; and

WHEREAS, it is necessary for the COUNTY and SPONSOR to enter into an Agreement for the implementation of this Project; now therefore,

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all exhibits referenced in this Agreement and attached hereto are also incorporated into the terms of this Agreement for all purposes.

2. **STANDARD TERMS.** SPONSOR and COUNTY mutually agree to abide by the Standard Terms, *Exhibit A hereto*, and the Scope of Work/Funding which is attached to this Agreement as *Exhibit B*.
3. **FUNDING.** COUNTY, through its Community Services Department (the "Department") agrees to provide a deferred payment loan to SPONSOR for allowable costs to include acquisition costs and recording fees as allowable by *Exhibit B*, not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** for recording fees and services performed under the terms of the Agreement and detailed in *Exhibit B*. In the event the Project costs exceed the stated amount, the SPONSOR shall be responsible for the excess. In the event the Project does not use all the funds, the excess shall be returned to COUNTY.
4. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in the Standard Terms as *Exhibit A hereto*, and the Scope of Work/Funding attached as *Exhibit B hereto*.
5. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, New Construction, as detailed in *Exhibit B*, is to be completed by, February 1, 2025; and the provisions of this Agreement will remain in full force and effect through the period of the lien which is thirty (30) years from the date of execution of this Agreement.
6. **INSURANCE.** SPONSOR shall maintain, throughout the term of the Agreement, comprehensive general liability insurance, property, and casualty or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, *Exhibit A hereto*.
7. **MISCELLANEOUS.**
 - A. The following exhibits are hereby incorporated into this Agreement as part hereof as though fully set forth herein.
 - (1) *Exhibit A - Standard Terms*
 - (2) *Exhibit B - Scope of Work/Funding*
 - (3) *Exhibit C- Marion County Income Limits Adjusted to Family Size 2023*
 - (4) *Exhibit D - Income Certification Form*
 - (5) *Exhibit E - Property Legal Description (8) Units*
 - (6) *Exhibit F – Sample of 12-month Lease*
 - (7) *Exhibit G – Marion County Mortgage Lien and Note*

**MARION COUNTY
SHIP SPONSOR STANDARD TERMS
FOR AFFORDABLE RENTAL HOUSING**

SECTION 1 – DEFINITIONS

- A. AFFORDABILITY PERIOD - is hereby defined as the period the SHIP-assisted Project must meet the requirements for a qualified low-income family and the housing must be the principal residence of the family throughout the period. For affordable rental projects, the Affordability Period begins on the date of closing and is in effect for the appropriate minimum number of years based on the SHIP funding amount and at the direction of the COUNTY.
- B. CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE – is hereby defined as that portion of the Florida Administrative Code pertaining to the State Housing Initiatives Partnership Program and is one (1) of the three (3) Governing Regulations.
- C. DEPARTMENT - is hereby defined as the Department of Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470, which is administering the SHIP Program for COUNTY. For the purpose of this Agreement and all administration of SHIP funds, Department shall act on behalf of COUNTY in the execution and fiscal and programmatic control of this Agreement. The term "approval by COUNTY" or like a term used in this Agreement shall in no way relieve SPONSOR from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- D. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") – is defined as the Federal agency responsible for national policy and programs that address America's housing needs that improve and develop the Nation's communities, and enforce fair housing laws.
- E. DIRECTOR — is hereby defined as the Director of the Department of Community Services for COUNTY.
- F. EFFECTIVE DATE OF THIS AGREEMENT – is hereby defined as the date of the last signature on the Agreement.
- G. FINAL COMPLETION – is defined as completion by SPONSOR and acceptance

by COUNTY of the Work, all corrected punch list items; final inspection completed; and COUNTY's receipt of the following, as may be applicable to the Agreement: General Contractor's final Application for Payment requesting release of retainage (if any); General Contractor's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the COUNTY, or the Rental Unit(s) might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

- H. FLORIDA HOUSING FINANCE CORPORATION ("FHFC") – is a public corporation and a public body corporate and politic created within the Department of Economic Opportunity in Section 420.504, Florida Statutes.
- I. GOVERNING REGULATIONS – are defined as the pertinent regulations governing this Agreement consisting of:
- (1) The State Housing Initiatives Partnership Act, Sections 420.907-420.9079, Florida Statutes,
 - (2) Chapter 67-37, Florida Administrative Code; and
 - (3) The Marion County State Housing Initiatives Partnership Local Housing Assistance Plan for Fiscal Years 2019-2023, adopted by Resolution 19-R-112 ("LHAP").
- J. INCOME ELIGIBLE HOUSEHOLD - is hereby defined as "Low-income person" or "Very-low-income household" meaning one or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income adjusted for family size for households within the metropolitan statistical area, the county, or the nonmetropolitan median for the state, whichever is greatest. With respect to rental units, the very-low-income household's annual income may increase to an amount not to exceed 140 percent of 50 percent of the area's median income adjusted for family size. As defined as 24 C.F.R. part 5, and Section 420.9071(30), Florida Statutes.
- K. LHAP – is hereby defined as the Marion County State Housing Initiatives Partnership Local Housing Assistance Plan on file and approved by the Florida Housing Finance Corporation of the year from which the funding for the Project is

drawn. Funding is provided for SPONSOR'S Project from Fiscal Year FY 2022 and, therefore, the LHAP governing this Agreement is Fiscal Years 2022-2025, adopted by Resolution 22-R-249 ("LHAP"). LHAP is one (1) of the three (3) Governing Regulations. SPONSOR acknowledges receipt of a copy of the LHAP and the same is incorporated herein as if outlined in full.

- L. PROGRAM – is hereby defined as the SHIP Program, is hereby defined as the State Housing Initiatives Partnership Program created under the State Housing Initiatives Partnership Act, Sections 420.907-9079, Florida Statutes.
- M. PROJECT - is hereby defined as SPONSOR's Affordable rental of Rental Property Project more fully described in **Exhibit B** and approved by this Agreement for SHIP assistance.
- N. PROJECT COMPLETION - is hereby defined as the date the entirety of the Project is closed and full payment transferred to SPONSOR.
- O. RECAPTURED FUNDS — is hereby defined as funds that are recouped by COUNTY in accordance with the recapture provisions of its local housing assistance plan pursuant to Section 420.9075(5)(j), Florida Statutes, from eligible persons or eligible sponsors, which funds were not used for assistance to an eligible household for an eligible activity when there is a default on the terms of a grant award or loan award. For the Project, COUNTY has made a loan to SPONSOR for the affordable rental of four (8) "floating" rental units. The method COUNTY has chosen to recoup the SHIP assistance from SPONSOR is by recording SPONSOR's mortgage against the Rental Unit.
- P. RENTAL UNIT – is hereby defined as the property described in **Exhibit E** hereto. It is the intention of the parties that SPONSOR shall rent each of the "floating" rental units to no less than one (1) qualified Tenant per unit.
- Q. SHIP - is hereby defined as the State Housing Initiatives Partnership, under the SHIP regulations and governed by Sections, 420.907-420.9079, Florida Statutes.
- R. SUBSTANTIAL COMPLETION - is hereby defined as the date that Work is sufficiently complete that a Tenant can enjoy occupancy of the Work and the Architect and/or Engineer has prepared a Certificate of Substantial Completion, establishing the date of Substantial Completion. COUNTY must be in receipt of a Certificate of Occupancy or Certificate of Completion, final permits, and all lien waivers.

- S. THE STATE HOUSING INITIATIVES PARTNERSHIP ACT - is hereby defined as Sections 420.907-420.9079, Florida Statutes, and is one (1) of the three (3) "Governing Regulations."
- T. TENANT – is hereby defined as a household (individual or family) renting or occupying an assisted dwelling unit. To this agreement the SPONSOR rents one of the eight (8) assigned "floating" low-income or very-low-income rental units to qualifying households under Income Limit Guidelines. Each Tenant must be a natural person with a household income of no more than **80% Area Median Income** and/or no more than **50% Area Median Income** as further detailed in **Exhibit C**. SPONSOR must maintain tenants in the eight (8) units at all times not to exceed the 80% AMI. Detailed further in section 5 (D).
- U. WORK - is hereby defined as all the professional, and technical services to be rendered or provided by SPONSOR as described herein in **Exhibit B**.

SECTION 2 -TERM OF AGREEMENT

- A. SPONSOR expressly agrees to complete all Work required by this Agreement in accordance with the timeline set forth in **Exhibit B**.
- B. Timely completion of the Work specified in this Agreement is an integral and essential part of the performance.
- C. The expenditure of SHIP funds is subject to State deadlines and failure to complete a project within such deadlines could result in COUNTY's loss of State funds. By the acceptance and execution of this Agreement, it is understood and agreed by SPONSOR that the Project (more fully described in **Exhibit B**) will be completed as expeditiously as possible and that SPONSOR will make every effort to ensure that the Project will proceed and will not be delayed.
- D. Time is of the essence. Failure to meet these deadlines can result in the cancellation of this Agreement and the revocation of SHIP funds.
- E. As it is mutually agreed that in the performance of this Agreement compliance with SHIP regulations is critical, SPONSOR shall cause the Governing Regulations and the terms of this Agreement to be inserted in all agreements and sub-agreements relative to the Work tasks required by this Agreement in order to ensure that the Project will be completed fully compliant with all requirements of SHIP. It is intended that such provisions included in any agreements and sub-agreement be, to the fullest extent permitted by law and equity, binding for the benefit of COUNTY and enforceable by COUNTY against SPONSOR and its

successors and assigns to the Project or any part thereof or any interest therein. In the event of a conflict between the Governing Regulations and the terms of this Agreement, the Governing Regulations shall prevail.

- F. In the event SPONSOR is unable to meet the timeline set forth in **Exhibit B** or complete the services because of delays resulting from Acts of God, untimely review and approval by COUNTY and other governmental authorities having jurisdiction over Project, or other delays beyond SPONSOR's control and are not caused by SPONSOR, COUNTY shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of SPONSOR to notify COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

SECTION 3 - SCOPE OF WORK

- A. A detailed Scope of Work/Funding is attached as **Exhibit B**. SPONSOR, in close coordination with COUNTY, shall perform all Work necessary to complete the development and occupancy of the Project in full compliance with the terms of this Agreement.
- B. It is understood that SPONSOR will provide a specific working budget and realistic timetable in accordance with **Exhibit B** as relates to rehabilitation, soft costs, development fees, delivery fees, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate SHIP and non-SHIP funds to activities or line items.
- C. The Work shall be performed in essentially the manner proposed in SPONSOR's proposal as received by COUNTY on March 27, 2023. The parties specifically agree that the aforementioned SPONSOR's proposal shall be considered to be a part and portion of this Agreement and SPONSOR acknowledges receipt of a copy of same.

SECTION 4 - BUDGET AND REIMBURSEMENT OF EXPENSES

- A. COUNTY shall provide SHIP funds in an amount not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** for the purposes of the Project (the "Funds") in accordance with the budget hereby attached as **Exhibit B**.
- B. The Funds are comprised of expenses, each more fully described in **Exhibit B**.
- C. COUNTY reserves the right to inspect records and the Project site to determine that reimbursement requests are reasonable. COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

- D. SPONSOR may submit a final invoice upon Final Competition as defined in Section "1(G)" above.

SECTION 5 - PROJECT REQUIREMENTS

- A. SPONSOR agrees to comply with all requirements of the SHIP Program set forth in the Governing Regulations.
- B. SPONSOR shall ensure and document that any contractor, subcontractor or participant awarded work under this Agreement is currently licensed and insured and has not been debarred, suspended, or ineligible to perform work by COUNTY, FHFC, and HUD. To determine if a contractor, subcontractor, or participant has been debarred, suspended, or ineligible for Federal award work, SPONSOR may consult the System for Award Management at <https://www.sam.gov/SAM/>.
- C. SPONSOR will ensure that any expenditure of SHIP funds will be in compliance with the Governing Regulations and acknowledges that SHIP funds, in the form of a deferred payment loan, will only be provided for eligible costs incurred, including actual expenditures or invoices for Work completed.
- D. The Rental Unit shall be acquired by SPONSOR who will house tenants who qualify as low-income, defined as **80% of Area Median Income**, and very-low-income, defined as **50% of Area Median Income** in accordance with the Income Chart published annually by FHFC and included as **Exhibit C**. Income is calculated by annualizing verified sources of income for the household as the amount of income expected to be received in a household during the 12 months following the effective date of the determination.
- E. SPONSOR shall make the initial determination of income eligibility of Tenants using, in part, the income documents criteria set forth in **Exhibit B**, complete **Exhibit D**, and execute a one (1) year lease with a Tenant for each of the Rental Units.
- F. Affordability Period.
1. This Project is subject to an Affordability Period of thirty (30) years in accordance with the Governing Regulations, specifically LHAP, Section II (F) "Rental New Construction, Affordable rental, Rehabilitation."

2. The Affordability Period is imposed upon SPONSOR upon its execution of the loan documents with COUNTY but will be released from the obligation upon repayment of the SHIP funds from SPONSOR.
 3. The Affordability Period shall begin upon the date of closing of the loan documents and expire thirty (30) years thereafter.
 4. In the event foreclosure is filed, COUNTY shall have a right of first refusal with the option to purchase the Rental Units for \$10.00.
- G. In the selection of occupants for Project Tenants, SPONSOR shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the Florida Statutes.
- H. SPONSOR will comply with COUNTY's and SPONSOR's Affirmative Fair Housing Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, in marketing the units for rent as follows:
1. SPONSOR will use the Fair Housing Logo in all of its advertising for Properties funded with SHIP funds.



2. SPONSOR will post a fair housing poster in its office in a location that is visible to the public being served under the SHIP program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
 3. All advertising, applications, and marketing tools prepared by SPONSOR for the purchase of the Project assisted with SHIP shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate based on race, color, ancestry, national origin, religion, sex, marital status, familial status, or disability".
 4. SPONSOR shall provide all program participants with a copy of the "Fair Housing Equal Agreement for All" brochure. A copy of the brochure can be found at:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf
- I. SPONSOR agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to the Project (program

literature, brochures, and letterhead, project signs) must recognize Marion County and the FHFC SHIP Program as providing funds for the Project.

- J. SPONSOR certifies that at the time of completion and throughout the Affordability Period, the Project shall meet:
- (1) The requirements of **Exhibit B** hereto;
 - (2) The standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances;
 - (3) The Accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - (4) The design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), in the event the Rental Unit is rehabilitated at any time during the Affordability Period.; and
 - (5) Energy Efficient Best Practices as defined in Section 420.9075(3)(d), F.S. as Innovative design, green building principles, storm-resistant construction, or other elements that reduce long-term costs relating to maintenance, utilities, or insurance.
- K. COUNTY has the right to suspend SPONSOR from consideration for the award of future agreements:
- (1) If SPONSOR has failed to comply with the Program or violated Agreement provisions, the character of which is regarded to be so serious as to justify such action, including but not limited to:
 - (a) Failure without good cause to perform in accordance with specifications or within the time limits provided in this Agreement;
 - (b) A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more agreements;
 - (c) Any other cause determined to be so serious and compelling as to affect responsibility as a provider under the Program; or
 - (d) Has been involved in litigation with COUNTY.
 - (2) The length of any suspension of SPONSOR from consideration of future awards is at the discretion of COUNTY and said discretion will be exercised reasonably and fairly.

SECTION 6 - FUNDING AND METHOD OF PAYMENT

- A. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds, authorization, reduction of funds, and/or change in regulations.

- B. The maximum amount payable by COUNTY under this Agreement shall be **One Million Dollars and Zero Cents (\$1,000,000.00)**. The SHIP Funds provided by COUNTY to SPONSOR shall be in the form of a deferred payment loan, zero (0%) percent interest. Upon execution of this Agreement, SPONSOR shall execute a promissory note in the amount of One Million Dollars and Zero Cents (\$1,000,000.00) and shall execute a mortgage securing same against the Rental Units. COUNTY shall record such mortgage at SPONSOR's expense, in the public records of Marion County, Florida.
- C. COUNTY agrees to provide funding to SPONSOR in accordance with the following schedule:
 - 1. Construction Costs. COUNTY shall, upon execution of the promissory note, provide funding for the Affordable Rental Units further described in **Exhibit E**, in an amount not to exceed \$1,000,000.00.
- D. All SHIP funds not expended within the Term of this Agreement shall remain in the custody and control of COUNTY. COUNTY may reallocate unexpended SHIP funds to other SHIP Program projects.
- E. SPONSOR shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from COUNTY for such subcontracted Work or supplies if all required and supporting documentation is provided and the Work is completed in accordance with this Agreement.
- F. Any documentation required under this Agreement, must be submitted within sixty (60) days after Project Completion. Any requests or documentation submitted after that date may not be honored by COUNTY, at the sole discretion of COUNTY.
- G. SPONSOR shall furnish to COUNTY all reports as may be necessary to comply with the Governing Regulations and all applicable laws, guidelines, and conditions specified in this Agreement.

SECTION 7 - REPAYMENT OF LOAN

- A. All SHIP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement.
- B. Prior to the closing of the Project, SPONSOR shall provide to COUNTY the estimated settlement statement, along with a reconciliation statement and reference to the Recapture provision and COUNTY's right of first refusal in the

event of foreclosure.

SECTION 8 - PROCUREMENT STANDARDS

- A. SPONSOR shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. SPONSOR's procurement procedures must be approved by COUNTY.
- B. Beginning January 1, 2021, Section 448.095, F.S., requires SPONSOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SPONSOR from entering into this agreement unless it is in compliance therewith. Information provided by SPONSOR is subject to review for the most current version of the State of Federal policies at the time of the award of this Agreement.
1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
 2. SPONSOR has agreed to perform in accordance with the requirements of this Section and agrees:
 - a. It is registered and uses the E-Verify system to verify the work authorization status of all newly hired employees.
 - b. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SPONSOR has knowingly violated Section 448.09(1), F.S., that is, that SPONSOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private, or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 - c. When SPONSOR enters into a contract with a General Contractor, contractor, or subcontractor for the performance of this Agreement, SPONSOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 - d. SPONSOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
 - e. SPONSOR shall immediately terminate the Contracting Party if SPONSOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.
 - f. If COUNTY has a good faith belief that SPONSOR's Contracting Party has knowingly violated Section 448.09(1), F.S., but that SPONSOR has otherwise complied, COUNTY shall promptly order SPONSOR to terminate the Contracting Party. SPONSOR agrees

that upon such an order, SPONSOR shall immediately terminate the Contracting Party. SPONSOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SPONSOR.

- g. If COUNTY terminates this Agreement with SPONSOR, SPONSOR may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SPONSOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
- j. SPONSOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY or other authorized governmental entities.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

SECTION 9 – CONFLICT OF INTEREST PROVISIONS

- A. SPONSOR will comply with COUNTY Conflict of Interest Provisions as follows:
No employee, agent, consultant, officer or elected official or appointed official of SPONSOR who exercises or has exercised any function or responsibility with respect to SHIP activities assisted under or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any agreement, subcontract or agreement with respect to a SHIP assisted activity or with respect to the proceeding of the SHIP assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter. This prohibition includes any SHIP benefits or financial assistance associated with SHIP projects or programs administered by SPONSOR, including:
 - 1. Occupancy of a home in a SHIP-assisted project;
 - 2. Receipt of SHIP homebuyer affordable rental assistance; or
 - 3. Receipt of SHIP owner-occupied rehabilitation assistance.
- B. SPONSOR certifies that it is and that SPONSOR and anyone employed thereby shall be in compliance with subsection “9(A)” above throughout this Agreement.

SECTION 10 - COUNTY RESPONSIBILITIES

- A. COUNTY shall furnish SPONSOR with the following services and information from existing COUNTY records and COUNTY files:
1. COUNTY shall provide SPONSOR information regarding its requirements for the Project.
 2. COUNTY will provide SPONSOR with any changes in SHIP regulations or program limits that affect the Project, including but not limited to income limits, property value limits, and/or rent limits.
 3. COUNTY will conduct progress inspections of Work completed to protect its interests as the lender and regulatory authority for the Project and will provide information to SPONSOR regarding any progress inspections or monitoring to assist it in ensuring compliance.
 4. COUNTY's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and SHIP regulations, and all COUNTY regulations and ordinances.
 5. COUNTY shall monitor, review, and evaluate the financial procedures of SPONSOR through documents submitted to COUNTY and on-site monitoring. SPONSOR shall provide to COUNTY such reports, and make available to COUNTY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten [10] working days) being given to SPONSOR, COUNTY shall schedule at least one (1) on-site visit during the term of this Agreement and other visits that may be needed.
 6. Nothing contained herein shall relieve SPONSOR of any responsibility as provided under this Agreement.

SECTION 11 – PUBLIC RECORDS

- A. If under this Agreement SPONSOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SPONSOR shall:
1. Keep and maintain public records required by COUNTY to perform the Project;
 2. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and

following completion of this Agreement if SPONSOR does not transfer the records to COUNTY; and,

4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SPONSOR or keep and maintain public records required by COUNTY to perform this Project. If SPONSOR transfers all public records to COUNTY upon completion of this Agreement, SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SPONSOR keeps and maintains public records upon completion of this Agreement, SPONSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
- B. If SPONSOR fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SPONSOR may be subject to penalties under Section 119.10, Florida Statutes.
- C. Public Records.

IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations
601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

SECTION 12 - SUSPENSION & TERMINATION

- A. In accordance with the Governing Regulations, suspension or termination may occur if SPONSOR materially fails to comply with any term of the award and, additionally, the award may be terminated for convenience.
- B. If, through any cause, SPONSOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPONSOR shall violate any of the

covenants, Agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SPONSOR of such termination and specifying the effective date thereof, as least five (5) days before the effective date of such termination. In such event, SPONSOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed thereunder to the date of said termination. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from SPONSOR is determined whether by a court of competent jurisdiction or otherwise.

SECTION 13 - TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days' written notice to SPONSOR. If this Agreement is terminated by COUNTY, as provided herein, COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the Work as of the date of the notice.

SECTION 14 - DEFAULT AND LOSS OF GRANT FUNDS

- A. If SPONSOR fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if SPONSOR refuses or fails to proceed with the Work with such diligence as will ensure its completion within the time fixed by timeline set forth in **Exhibit B** of this Agreement, SPONSOR shall be in default and notice in writing shall be given to SPONSOR of such default by COUNTY or an agent of COUNTY. If SPONSOR fails to cure such default within such time as may be required by such notice, COUNTY may, at its option, terminate and cancel this Agreement.
- B. In the event of such termination, all grant funds awarded to SPONSOR pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, SPONSOR will no longer be entitled to receive any compensation for Work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for the Project.
- C. Such termination shall not affect or terminate any of the rights of COUNTY as

against SPONSOR then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to COUNTY under the law and the note, mortgage, and Declaration of Restrictive Covenant (if in effect), including but not limited to compelling SPONSOR to complete the Project in accordance with the terms of this Agreement, in a court of equity.

SECTION 15 - INSPECTION, MONITORING & ACCESS TO RECORDS

- A. All records will be maintained by SPONSOR for five (5) years after the Affordability Period ends.
- B. COUNTY, FHFC, and HUD, or any of their duly appointed representatives, reserve the right to inspect, monitor, observe work and services performed by SPONSOR, and audit the records of SPONSOR at any and all reasonable times during the performance of the Agreement and for a five (5) years after final payment is made under this Agreement.
- C. Access shall be immediately granted to COUNTY and the Florida Housing Finance Corporation, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of SPONSOR or its contractors which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcription.

SECTION 16 - GENERAL CONDITIONS

- A. SPONSOR shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SPONSOR's responsibility to ensure that all requirements are included in said subcontracts and that all subcontractors abide by said requirements.
- B. The waiver of a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any

subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

- C. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.
- D. SPONSOR further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every non-exempt subcontract. COUNTY also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.
- E. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors, and assigns.
- F. SPONSOR and its employees and agents shall be deemed to be Independent Contractors, and not agents or employees of COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of COUNTY, or any rights generally afforded classified or unclassified employee; further, they shall not be deemed entitled to state Compensation benefits as an employee of COUNTY.

SECTION 17 - INSURANCE

- A. SPONSOR, during the Project period, shall keep the Rental Unit acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and in such amounts as COUNTY may require. The insurance requirements shall remain in effect until the Rental Unit is sold, the repayment of the loan is, or the loan expired. "Marion County, Board of County Commissioners" shall be named as an Additional Insured.
- B. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate combined single limit for bodily injury liability and property damage liability. The Certificate must show an appropriate endorsement (ISO CG2501) or greater with "Marion County, Board of County Commissioners" shown as an Additional Insured.

- C. SPONSOR shall maintain Workers' Compensation insurance as required by law. Employer's liability limits should be at least \$100,000 for each accident and \$100,000 for each employee with a \$500,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "subrogation waiver endorsement is required."
- D. SPONSOR shall submit to COUNTY, prior to the distribution of any funds under this Agreement, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. The Certificate must be issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for a thirty (30) day cancellation notice to that address set forth *supra*. COUNTY reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.
- E. These insurance requirements shall not relieve or limit the liability of SPONSOR. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SPONSOR interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this Agreement to cover the contractors and subcontractors.
- F. Insurance required of SPONSOR or any other insurance of SPONSOR shall be considered primary and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise out of this Agreement. Insurance written on a "Claims Made" form is acceptable only at the option of COUNTY'S Contracting Officer upon recommendation of Risk Management.
- G. SPONSOR shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred (100%) percent of the replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all-risk form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) for each claim and shall contain a loss payable clause to include COUNTY of Marion, Florida. SPONSOR shall furnish to COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of Work under this Agreement. Coverage shall not cease and is to remain in force until all Work is completed.

- H. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

SECTION 18 – INDEMNIFICATION

- A. SPONSOR shall at all times hereafter indemnify, hold harmless and defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of SPONSOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due to SPONSOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- B. Any contract between SPONSOR and its General Contractor or any other third party to provide the construction-related services set forth herein, shall include the following provisions:
1. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Marion County, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. This indemnification of Marion County shall survive the term of this Agreement.
 2. This indemnification of Marion County shall survive the term of this Contract.
- C. Indemnification obligations of the SPONSOR to COUNTY survive the term of the Agreement.

SECTION 19 – SCRUTINIZED COMPANIES PURSUANT TO §287.135, FLORIDA STATUTES

A. Certification.

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to have met any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes, or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to have met any of the following prohibitions:
 - a. Met either prohibition set forth in Section “10(B)(1)” above or
 - b. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to have met any of the following prohibitions:
 - a. Met any prohibition set forth in Section “10(B)(2)” above or
 - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is

found to have met any prohibition set forth in Section "10(B)(2)" above.

- C. Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- D. Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

bathroom fixtures, appliances, and all finished electrical and HVAC components. The intention is for the contractor to provide a finished, turn-key apartment rental unit.

- D. Recordation of a mortgage on the property to secure repayment of deferred payment loan in substantially the same form as **EXHIBIT G**.
 - E. SPONSOR will make the rental units as described in their application for assistance dated March 27, 2023, which is hereby incorporated into this Agreement by reference, available to eight (8) families during the 2023-2024 program year.
- III. Tenants are required to sign a one (1) year lease and may renew annually if the household meets the income requirements and has adhered to the current lease agreement.
- IV. **Affordable Rents:**
- A. Per 24 CFR § 92.252, HUD provides the following maximum SHIP rent limits. The maximum SHIP rents are the lesser of:
 - a. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 - b. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit. The SHIP rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.
 - B. If household income exceeds 80% or 50% AMI at lease renewal, rent can be increased and calculated for an amount not to exceed 30% of the tenant's income. The Income Limits are published annually March or April.
- VI. **Reporting Schedule:**
- After property construction and Certificate of Occupancy, SPONSOR shall provide COUNTY the following reports:
- A. Annual reporting of demographic data on clients served for the life of COUNTY's lien.
 - B. Annual Income Certification that the rental units continue to be used for the INTENDED eligible purpose for the life of COUNTY's lien. SPONSOR shall use **EXHIBIT D** for this purpose.

VII. Income Certification and Monitoring:

A. SPONSOR will be responsible for verifying that, at the time of the initiation of a tenancy, each client served meets the following criteria:

- Households are certified to have an annual income, at the initial tenancy, of low income [below eighty percent] (80%) and/or very low [below fifty percent] (50%) median area income calculated in accordance using 24 CFR § 5.609 as found on the Florida Housing Finance Corporation website at www.floridahousing.org using **EXHIBIT C**, to determine household income level and complete Income Certification Form, **EXHIBIT D**, certifying this is a true and accurate income statement for the household.

B. SPONSOR, based on documentation collected from its Tenants, shall keep Income Certifications and supporting documents in the Tenant's folder. Additional information may be requested once the application is reviewed during the processing period.

Documents to include, but not limited to:

- Driver's License (or FL identification card) for each adult member of the household;
- Social Security card for each member of the household; and
- Copy of Birth Certificates for all household members under 18.

Must provide all applicable information for every household member 18 and over to include at least one of the following:

- 60 Days of Paystubs.
- Social Security Benefits Letter.
- Use of Social Security Numbers Form
- Applicant Release of Information Form
- Child Support Income (including Current Child Support Court Order, the printout of payments from Court House, OR Letter from the Department of Revenue for every child under 18).
- Ongoing Cash Support from family or friends.
- Retirement/Pension Statements.
- No Income Form.
- Other: (Unemployment, TANF, Cash Assistance, Self-Employment, etc.)

Must provide all applicable information for every household member 18 and over to include at least one of the following:

- Copy of last 6 months complete bank statements for all checking AND Prepaid Card accounts.
- Copy of last month's complete Savings Account statement
- No Assets Form.

C. Each of the eight (8) rental units served by SPONSOR shall meet the

EXHIBIT B

SHIP definition of low income (80%) and/or very low income (50%) at the initial tenancy. Income Certifications shall be provided to COUNTY, upon request, during the lien period, by SPONSOR based on documentation SPONSOR collected from its tenants.

- D. Income Certifications, **EXHIBIT D**, and a 12-month lease, **EXHIBIT F**, will be required annually for all households renting these units.
- E. County's Community Services Department will monitor all stages of the Project to ensure compliance with all SHIP regulations and County guidelines.
- F. Within the first three (3) months after the ending date of the Project, County will perform monitoring of SPONSOR to ensure that SPONSOR is maintaining all records in a satisfactory manner.

VIII. **Time Line:**

- A. SPONSOR shall have until **February 1, 2025**, for the completion of the affordable rental. The estimated construction time to complete the project will be 18 months in two phases.
- B. The deferred interest loan shall be forgiven at the end of thirty (30) years from the date of mortgage execution if all terms of the Contract have been met. A mortgage lien, **Exhibit G**, will be recorded with the Marion County Clerk of Court.

IX. **Request for Payment:**

Payment Process:

- Allowable reimbursement requests will be reviewed for approval by all parties at which time COUNTY'S construction coordinator may inspect the work completed.
- Reimbursement Request form with backup documentation submitted to COUNTY'S Community Services Department.
- COUNTY will verify all payment requests before submission to COUNTY'S Finance for payment. Any questions or discrepancies will be resolved with SPONSOR before payment is authorized.
- The COUNTY'S Finance Department abides by the Prompt Payment Act, ss. 218.70-218.80, Florida Statutes. Checks will be mailed to SPONSOR.

MARION COUNTY, FLORIDA				
INCOME LIMITS ADJUSTED TO FAMILY SIZE				
2023				
Median Income: \$71,100	30%	50%	80%	120%
Household Size				
1 PERSON	\$14,580.00	\$23,050.00	\$36,900.00	\$52,320.00
2 PERSON	\$19,720.00	\$26,350.00	\$42,150.00	\$59,760.00
3 PERSON	\$24,860.00	\$29,650.00	\$47,400.00	\$67,200.00
4 PERSON	\$30,000.00	\$32,900.00	\$52,650.00	\$74,640.00
5 PERSON	\$35,140.00	\$35,550.00	\$56,900.00	\$80,640.00
6 PERSON	\$38,200.00	\$38,200.00	\$61,100.00	\$86,640.00
7 PERSON	\$40,800.00	\$40,800.00	\$65,300.00	\$92,640.00
8 PERSON	\$43,450.00	\$43,450.00	\$69,500.00	\$98,640.00
SHIP & HHRP	FHFC POSTED 5/16/2023			HUD eff. 5/15/23



RESIDENT INCOME CERTIFICATION – RENTAL UNIT ASSISTED WITH SHIP FUNDING

A. Head of Household Name _____ Date _____

B. Household Information

Member	Names - All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			
7			

C. Assets: All Household members including minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
Total Cash Value of Assets		D(a) \$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than 5,000.00, multiply that amount by the rate specified by HUD (applicable rate 2.0%) and enter results in D(c) otherwise leave blank.		D(c)	\$

D. Anticipated Annual Income: Includes unearned income and support paid on behalf of minors.

Member	Wages/ Salaries (include tips, commission and bonuses)	Benefits/ Pensions	Public Assistance	Other Income	Asset Income
1					(Enter the greater of box D(b) or box D(c) above, in the box E (e) below)
2					
3					
4					
5					
6					
	(a)	(b)	(c)	(d)	(e)
Totals	\$	\$	\$	\$	\$
Enter total of items E (a) through E (e). This amount is the Annual Anticipated Household Income					\$

E. Recipient Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Signature of Head of Household	Date
Signature of Spouse or Co-Head of Household	Date
Signature of Household member over the age of 18	Date

F. Crystal Parks Apartment, LLC. Statement: Based on the representation herein, and upon the proofs and documentation submitted pursuant to item D, hereof, the family or individual(s) named on item A of this Resident Income Certification is/are eligible under the provision of Chapter 420, Part V, Florida Statutes, the family or individuals(s) constitute(s) a: (check one)

_____ Families whose annual income does not exceed 30% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustment for household size (Maximum Income Limit \$ _____).

_____ Families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (Maximum Income Limit \$ _____).

_____ Families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (Maximum Income Limit \$ _____).

_____ Families whose annual income does not exceed 120% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (Maximum Income Limit \$ _____).

_____ Families whose annual income does not exceed 140% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (Maximum Income Limit \$ _____).

Based upon the _____(year) income limits for Ocala Metropolitan Statistical Area (MSA), or County, Florida.

Signature of Crystal Park Apartments, LLC. representative or designee:

(Signature)

Approved

Denied

Name _____
(Print or type name)

Date _____

Title: _____

G. Household Data (to be completed by Head of Household)

Number of Persons									
Special Needs - Check all that apply						By Age			
Farmer	Disabled	Homeless	Elderly	Single Head of Household	Other	0-25	26-40	41-61	62 +

Ethnicity:	<input type="radio"/> Hispanic or Latino <input type="radio"/> NOT Hispanic or Latino
Race	<input type="radio"/> White <input type="radio"/> Black/African American <input type="radio"/> Native Hawaiian/Other Pacific Islander <input type="radio"/> American Indian/Alaskan Native <input type="radio"/> Multiple Race (specify) _____

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant.

LEGAL PROPERTY DESCRIPTION

Parcel ID: 21752-000-00

The North 120.00 feet of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 15 South, Range 21 East, being the same property conveyed to the grantor by Frank Cooper and wife, Lillie Cooper, by deed dated November 16, 1984, recorded in Official Records Book 1255, Page 1484, Public Records of Marion County, Florida.

AND

Commence 120 feet South of the Northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 15 South, Range 21 East; thence run South 210 feet; thence run West 660 feet; thence run North 210 feet; thence run East 660 feet to the Point of Beginning. EXCEPT road right of way.

AND

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 15 South, Range 21 East, Marion County, Florida, EXCEPT road right of way.

RESIDENTIAL LEASE

TERMS AND PARTIES

1. This is a lease (“the Lease”) for a period of 12 months (“Lease Term”), beginning at 202 and ending at midnight , 202 Crystal Park Apartments, LLC. (“Landlord”) and (“Tenant”) In the Lease, the owner, whether one or more of the properties is called “Landlord.”

All persons to whom the property is leased are called “Tenants.”

2. **Household Composition:** The Tenant’s household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. The Head of Household shall manage the lease.

Name	Relationship	Gender	Birthdate	Social Security #
1.	Head of Household			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Tenant agrees to wait for the Landlord’s approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is a serious violation of the terms of the lease, for which the Landlord may terminate the lease.

Tenant shall report additions or deletions (for any reason) from the household members named on the lease to the Landlord in writing, within 10 days of the occurrence.

I. **PROPERTY RENTED.** Landlord leases to Tenant the land and building located at _____ **Ocala**, Florida together with the following furniture and appliances: dishwasher, oven/stove, refrigerator, washer, microwave, air conditioner, and window treatments (*if applicable*).

II. RENT PAYMENTS AND CHARGES.

The total rent due under this 202 -202 -year lease is a subsidies lease by the Landlord and tenant in the amount of \$ yearly to be paid in monthly installments of \$_____each on or before the 1st calendar day of each month, ("Rental Installment Period.") The first Rental Installment is due on or before , 202 .

The rent shall be sent to Crystal Park Apartments, LLC., at 1401 NW 27th Ave, Ocala Florida. Landlord may appoint an agent to collect the Lease Payment and to perform the Landlord's obligations.

III. Other Charges: In addition to rent, the Tenant is responsible for the payment of certain other charges specified in this lease. The responsibilities and amounts of other charges are specified in the Lease Agreement.

Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, household members, or guests. When the Landlord determines that needed maintenance is not caused by normal wear and tear, the Tenant shall be charged for the cost of such service in accordance with the actual cost of the repairs.

Late Charges -- A late charge of \$50.00 will be assessed after the 6th calendar day of the month.

IV. DEPOSITS AND CHARGES.

In addition to the Lease Payments described above, Tenant shall pay the following:

(A) A security deposit of TBD.

(B) A returned check fee in the amount of \$40.00 if the Tenant makes any Rent Payment with a check not honored due to insufficient funds. Upon payment of a returned check, the Tenant shall make future payments with cash or money order.

Tenants with two (2) past due payments within a twelve (12) month period, will be required to attend and complete a financial education class, a third past due payment is grounds for eviction.

The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and Landlord has inspected the dwelling unit.

Landlord agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes Landlord with a forwarding address. If any deductions are made, the Landlord will furnish the Tenant with a

written statement of any such costs for damages and/or other charges deducted from the Security Deposit within 30 days after the return of keys for the tenant.

Tenants will pay a one-time fee of \$50.00 non-refundable to newly approved applications.

All tenants will pay a \$25.00 recertification fee in the approval of their yearly lease agreement, to be paid on their first month's payment of their new yearly lease.

V. NOTICES.

Notice to Tenant. Any notice is sufficient if delivered by mail to the Tenant at the Premises. If a Tenant is absent from the Premises, a notice to the Tenant may be posted on the Premises by leaving a copy of the notice at the Premises and further delivered by first class mail.

Notice to Landlord. Any notice is sufficient if given by first class or special delivery mail to the Landlord to the following address:

Crystal Park Apartments, LLC.
1401 NW 27th Ave
Ocala Florida, 34475

VI. USE OF PREMISES.

The Premises shall be the primary residence of the Tenant. Tenant shall use the Premises only for residential purposes. The tenant also shall comply and require anyone on the Premises to comply with all laws and any restrictions that apply to the Premises.

- A) Tenants may not keep or allow pets or animals on the premises without the Landlord's approval of the pet or animal in writing. **Service animals will not be considered pets.**
- B) Tenants shall not keep any dangerous or flammable items that might increase the danger of fire damage on the Premises.
- C) Tenants shall not create any environmental hazards on or about the Premises.
- D) Tenant shall not destroy, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.
- E) Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.
- F) Tenants must act and require all other persons on the Premises to act in a manner that does not unreasonably disturb neighbors or constitute a breach of the agreement.
- G) **Tenant will treat all workers and contractors, representing LANDLORD with respect at all times, if the tenant has a question or problem with work being done at their unit the Tenant must communicate with the LANDLORD, not the worker. Failure to do so will be grounds for eviction.**
- H) **All maintenance requests must be submitted through a Work Order Request**
- I) **Tenant's Obligations: Tenant shall be obligated:**

- (1) Not to assign the Lease, nor sublease the dwelling unit.
- (2)
 - a. Not to give accommodation to boarders or lodgers.
 - b. Not to give accommodation to long-term guests (more than 14 days per calendar year) without the advance written consent of the Landlord.
 - c. Not to allow loitering on or near the premises lease to the Tenant.
- (3) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in I of the Lease, and not to use or permit its use for any other purpose. Tenants are not permitted to set up trampolines and/or above-ground pools in the yards which could be cause for eviction.
- (3) **Tenant will not burn leaves, make an inground fire pit, or any other alteration to the property.**
- (4) To abide by necessary and reasonable regulations promulgated by the Landlord for the benefit and well-being of the community.
- (5) To comply with the requirements of applicable state and local building or housing codes materially affecting the health and/or safety of Tenant and household.
- (6) To keep the dwelling unit and other such areas as may be assigned to the Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of a Tenant, free from hazards and trash, and keeping the yard free of debris and litter.
- (7) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas. **Exposed trash bags are not allowed in either the garage or exterior, it is tenants' responsibility to dispose of all trash weekly, either by trash service or taking it to a trash station.**
- (8) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities.
- (9) **Tenant is responsible for replacing LANDLORD AC air filters every two months, not doing such could cause severe damage to the system, if the damage is identified as not replacing filters and a new system and/or coil is required, the tenant will be responsible for the used percent of life of the system.**
- (10) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, parking on the grass, or removing any part of the dwelling unit or area. **In the event tenant(s) or anyone else drives on grass that causes damage to either the septic tank or leach bed, and a professional inspects the area and identifies the cause of damage due to such actions, the tenant(s) will be responsible for repair or replacement. The cost will be based on existing age, minus the estimated septic life of 30 years, the tenant will be responsible for the cost of years lost.**

- (11) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, building, facilities, or common areas caused by the Tenant, household members, or guests
- (12) To act, and cause household members or guests to act in a manner that will:
 - a. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - b. **Be conducive to maintaining all dwellings in a decent, safe, and sanitary condition.**
- (13) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of premises by other residents, neighbors or employees or agents Landlord.
 - b. Any drug-related criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]
 - c. **Tenant having a person in their apartment with a history of domestic violence as under Florida statute S. s 741.28 "charges may rise to the level of a felony based on the judgment of law enforcement.**
- (14) To make no alterations or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without the written consent of the Landlord. To make no changes to locks or install new locks on exterior doors without Landlord's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by Landlord.
- (15) To give prompt prior notice to the Landlord, in accordance with the lease of Tenants leaving the dwelling unit unoccupied for any period exceeding two calendar weeks.
- (16) **At time of tenant(s) renewal, the tenant must be in good standing with the Landlord, and all rents or fines must be paid in full. Also, "also" tenant(s) must submit all required documents within fourteen working days of the date requested by the office for recertification of face eviction.**
- (17) To act in a cooperative manner with neighbors and Landlord's Staff or agents. To refrain from and cause members of the Tenant's household or guests to refrain

from acting or speaking in an abusive or threatening manner toward neighbors and staff.

- (18) Not to display, use, or allow members of Tenant's household or guests to display, or use any firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Florida anywhere on the property.
- (19) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises.
- (20) To avoid obstructing sidewalks, areaways, galleries, passages, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (21) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit without the written approval of the Landlord.
- (22) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission from the Landlord.
- (23) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Landlord's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (24) To remove any personal items left on the Landlord's property when the Tenant leaves, abandons, or surrenders the dwelling unit. Items left on the premises are subject to disposal or storage as required by the laws of the State of Florida. Costs for storage and disposal shall be assessed against the Tenant.
- (25) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for the Tenant, household members, and neighbors. Tenant **SHALL NOTIFY THE Landlord PROMPTLY OF KNOWN NEEDS FOR REPAIRS TO HIS/HER DWELLING UNIT that are the Landlord's responsibility**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the property. The tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
 - a. Not to commit any fraud in connection with any Federal housing assistance program, and
 - b. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
 - c. A tenant shall do nothing that may block the access or egress of the unit.
 - d. Landlord will provide professionals to make repairs, pest control, etc. they have a responsibility to LANDLORD to notify us of properties in disrepair, not kept in a decent, safe, and sanitary manner, take pictures on our

behalf, and make a professional decision where the cause for a repair was by normal wear and tear or by the negligence of the tenant or parties of tenant.

(26) **Guests:** Tenant may house any single guest for a maximum period of seven (7) days every six (6) months.

27. **Vehicles:** Any vehicle must be operable, currently licensed, and insured. Tenant shall only park vehicle(s) in its assigned space(s) and shall keep such assigned space(s) and the remainder of the property clean of oil drippings. The tenant shall advise all visitors about parking and shall take responsibility for where their visitors park. Only those motorcycles which have exhaust muffling comparable to that of a passenger car are allowed. Only those self-propelled recreational vehicles which are used for regular transportation are allowed. Tenants shall not park boats, recreational trailers, utility trailers, and the like on the Property without obtaining the Landlord's express prior written permission. Tenant shall not make any repairs to any vehicle on the Property if such repairs will take longer than a single day to complete unless such vehicle is in an enclosed garage.
28. **Tenant Inspection:** Tenant has inspected the Property and its contents and acknowledges that they are in satisfactory condition and accepts the Property in "As Is" condition as suited for the use intended. The tenant further agrees that the electrical, plumbing, and heating systems are all in satisfactory working order.
29. **Notification of Serious Building Problem:** Tenant shall notify Landlord immediately upon first discovering any sign of serious building problems, including, without limitation, any crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, a leaky water heater, or termite activity.
30. **Windows:** Tenant shall be responsible for any windows that become cracked or broken in the Property during the Term.
31. **After a State of Emergency due to a Hurricane:** Within 48 hours after a State declared weather emergency, the tenant must survey the exterior of the dwelling for damage and contact management of any damage.
32. **Peace and Quiet:** Subject to the Tenant paying rent and performing its covenants set forth in this Lease, the Tenant is entitled to the quiet enjoyment of the Property as are the Tenant's neighbors. Tenants shall refrain from making loud noises and disturbances and shall always keep the volume of their music and broadcast programs at such a level so as not to disturb anyone's peace and quiet.
33. **Illegal Activities:** Tenant shall not engage in any illegal activities on the Property nor allow others to do so.

34. **Insurance:** the landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring because of property defects or LANDLORD negligence. LANDLORD's insurance does NOT cover the Tenants' possessions or the Tenants' negligence. Prior to occupancy, the Tenant should obtain, a Tenant's renters insurance policy, to cover damage to or loss of their own possessions, as well as losses resulting from their negligence. **LANDLORD strongly recommends all tenants purchase Renter's Insurance to cover any personal items in the home. It is NOT the responsibility of LANDLORD to cover the cost of lost personal items in the event of a fire, storm, and/or any other catastrophic event that may occur. This is not a requirement of the lease agreement but a strong recommendation.**
35. **Structural Attachments:** Tenant shall not attach anything to the building or any other structure on the Property, including, without limitation, satellite TV, decorations, wall-mounted TVs, and flags, without express prior written permission from LANDLORD. If LANDLORD permits Tenant to attach an item to the building or any other structure on the Property, then Tenant shall be responsible for the removal of such item and the restoration of such building or structure to its prior condition.
36. **Identity of Manager:** The person who is responsible for managing the Property is: TBD.
37. **Tenant Hold Over:** NOTICE REQUIREMENTS: UNLESS THE TENANT GIVES AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ITS INTENT TO VACATE UPON THE EXPIRATION OF THE TERM, TENANT MAY BE SUBJECT TO CLAIM AGAINST TENANT'S DEPOSIT. IF THE TENANT FAILS TO VACATE AFTER THE INITIAL TERM OR APPLICABLE RENEWAL TERM, THE TENANT SHALL ADDITIONALLY BE HELD LIABLE FOR HOLDOVER (DOUBLE) RENT.
- If the Tenant fails to give prior written notice of its intent to vacate upon the expiration of the Term, this Lease, at LANDLORD's option, will automatically renew on a month-to-month basis under the same terms and conditions as stated herein. If LANDLORD elects not to exercise its option to renew this Lease on a month-to-month basis, LANDLORD or LANDLORD's agent will give the tenant written notice of such election NO LATER THAN THE FIRST DAY OF THE MONTH PRIOR TO THE MONTH IN WHICH THE INITIAL TERM EXPIRES. **RENT MUST BE PAID FOR THE ENTIRE MONTH; NO MONTH WILL BE PRORATED.** (SECURITY DEPOSIT MAY NOT BE USED AS PAYMENT FOR LAST MONTH'S RENT).
38. **Surrender:** Tenant, upon the expiration of the Term or earlier termination of this Lease, shall surrender the Property to LANDLORD in good order and repair, ordinary wear and tear excepted.
39. **Abandonment:** BY SIGNING THIS AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, and LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

40. **Attorney's Fees:** If either party to this Lease brings a cause of action against the other party for enforcement of the Lease, the prevailing party shall recover reasonable attorney's fees in connection therewith.
41. **Pets:** NO pets are allowed on the Property without the express prior written permission of LANDLORD.
42. **Military Termination Clause:** If Tenant is a member of the United States armed forces, Tenant may terminate this Lease by providing LANDLORD with written notice specifying an effective date of termination that is at least 30 days after LANDLORD's receipt of such notice if any of the following criteria are met:
 1. Veterans are a preference with LANDLORD and will have the first opportunity for vacant housing units, approval must come from Ocala VA and with an Honorable or General on their DD-213.
 2. The service member Tenant is required, pursuant to a permanent change of station orders, to move thirty-five miles or more from the location of the Property.
 3. The service member Tenant is prematurely or involuntarily discharged or released from active duty or state active duty.
 4. The service member Tenant is released from active duty or state active duty after having leased the Property while on active duty or state active-duty status and the Property is thirty-five miles or more from the service member Tenant's home of record prior to entering active duty or state active duty.
 5. After entering this Lease, the service member Tenant receives military orders requiring or permitting the service member Tenant to move into government quarters.
 6. The service member Tenant receives temporary duty orders, temporary change of station orders, or state active-duty orders to an area thirty-five miles or more from the Property, provided such orders are for a period exceeding 60 days: or
 7. The service member Tenant has leased the Property, but prior to taking possession, receives a change of orders to an area that is thirty-five miles or more from the Property.

The notice to LANDLORD must be accompanied by either a copy of the official military orders or a written verification signed by the service member Tenant's commanding officer.

In the event, a service member Tenant dies during active duty, an adult member of service member Tenant's immediate family may terminate this Lease by providing LANDLORD the required written notice as provided above, accompanied by the verification of active-duty status and a copy of the service member Tenant's death certificate.

Upon termination of the Lease under this section, the service member Tenant is liable for the rent due under this Lease prorated to the effective date of termination pursuant to this section, payable at such time as would have otherwise been required by this Lease. Service member Tenant is not liable for any other rent or damages due to termination under this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

I. Move-in and Move-out Inspections.

(A.) **Move-in Inspection:** Landlord and Tenant or representative shall inspect the dwelling unit prior to occupancy by the Tenant. The landlord will give the Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Landlord and Tenant and a copy of the statement retained in the Tenant's folder.

(B.) **Move-out Inspection** -- Landlord will inspect the unit at the time the Tenant vacates and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant and/or representative may join in such inspection unless Tenant vacates without notice.

(C.) **MAINTENANCE.** Landlord and Tenant agree that the maintenance of the Premises is as follows: Landlord is responsible for all major maintenance or major replacement of appliances and equipment, not caused by the negligence of the Tenant. Maintenance or replacement needed due to negligence of the Tenant shall be the responsibility of the Tenant. The tenant is responsible for grounds, and lawn and garden maintenance at the Tenant's expense.

(D) **Inspection of your unit will be done at a minimum once yearly, if needed additional inspection is required based on property condition**

Nothing in this section makes the Landlord responsible for any condition created or caused by the negligent or wrongful action or omission of the Tenant, any member of the Tenant's household, or any person on the Premises with the Tenant's consent.

Tenant's Required Maintenance. In addition to the above, and always during the Lease Term, the Tenant shall:

1. Comply with all obligations imposed upon Tenants by applicable provisions of building, housing, and health codes.
2. Maintain the Premises in a neat, clean, decent, safe, and sanitary condition.
3. Remove all garbage from the dwelling unit in a clean, sanitary manner.
4. Maintain all plumbing fixtures in the dwelling unit in clean, sanitary condition and in good repair; and
5. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

(E) **UTILITIES.** Tenant shall pay all charges for hook-up at time of move-in, connection, and deposit for providing utilities and utility services to the Premises. Tenant shall maintain all utilities in the Tenant's name.

(F) **LANDLORD'S ACCESS TO PREMISES.** Landlord or Landlord's Agent may enter the Premises in the following circumstances:

1. At any time for the protection or preservation of the premises.
2. After notice to Tenant at reasonable times for the purpose of repairing the Premises; to inspect the Premises, make necessary or agreed-upon repairs, decorations, alterations, improvements, or supply agreed services; or exhibit the Premises to prospective or actual purchasers or Tenants, workers, or contractors under any of the following circumstances:
 - a. With Tenant's consent; for any maintenance; in case of emergency.
 - b. If the Tenant unreasonably withholds consent, LANDLORD will discuss the Tenant's reasons and work out a solution.
3. If the Tenant is absent from the Premises for a period of 15 days without proper notice. The LANDLORD may enter the property for an emergency purpose. (If the rent is current and the Tenant notifies the Landlord of an intended absence, then the Landlord may enter only with the Tenant's consent or for the protection or preservation of the Premises.)

(G.) **CASUALTY DAMAGE.** If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent so that the use of the Premises is substantially impaired, Tenant may terminate the lease within 30 days after the damage or destruction, and Tenant will immediately vacate the Premises.

If the Tenant vacates, the Tenant is not liable for rent that would have been due after the date of termination.

(H.) **DEFAULT.** A. Landlord's Default. Except as noted below, Landlord will be in default if Landlord fails to comply with Landlord's required maintenance obligations or fails to comply with other material provisions of the Lease and such failure continues for more than 7 days after Tenant delivers a written notice to Landlord that tells Landlord how Landlord has violated the Lease.

B. If the Landlord's failure to comply is due to causes beyond the Landlord's control and if the Landlord has made, and continues to make, every reasonable effort to correct the problem, the parties may alter the Lease, as follows:

1. If the Landlord's failure to comply makes the Premises uninhabitable and the Tenant vacates, the Tenant shall not be liable for rent during the period the Premises remain uninhabitable.
2. If the Landlord's failure to comply does not make the Premises uninhabitable and the Tenant continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

C. Tenant's Default. Tenant will be in default if any of the following occur:

1. Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises.
2. Tenant fails to perform Tenant's obligations under the Lease, and the failure is such that the tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by the Landlord of a similar failure. Examples of such failures that do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of the Landlord's property by an intentional act or a subsequent or continued unreasonable disturbance.
3. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after delivery of written notice to Tenant from Landlord specifying the default.

- (J) Waiver of Default. If the Landlord accepts rent knowing of the Tenant's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, or if Tenant pays rent knowing of Landlord's default or accepts performance by Landlord of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default but may enforce any later default.

XII. REMEDIES.

- A. **If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law.** Landlord also may recover double the rent for the period during which the Tenant refuses to vacate the Premises.
- B. **If Tenant defaults under the Lease by failing to pay rent, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately.** If Tenant defaults under the Lease for any other reason, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.
- C. **If Tenant fails to cure a default within the time specified in the notice to Tenant:**
Landlord may recover possession of the Premises as provided by law.
- D. **Landlord shall not recover possession of the Premises except:**
1. in a legal action for possession.
 2. when Tenant has surrendered possession of the Premises to Landlord; or,
 3. when the Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if the Tenant is absent for at least one-half a Rental Installment Period, the rent is not current, and the Tenant has not notified the Landlord, in writing, of an intended absence.
 4. by mutual consent.
- E. **If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession:** Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may:
1. treat the Lease as terminated, retake possession of the Landlord's own account, and any further liability of the Tenant will be ended.

2. retake possession of the Premises for the Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new Tenant; or
 3. do nothing, and Tenant will be liable for the rent as it comes due.
- F. **If the Landlord retakes possession of the Premises for the Tenant's account:** Landlord must make a good faith effort to re-lease the Premises. Any rent received by the Landlord because of the new lease shall be deducted from the rent due from the Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to lease other similar property.
- G. **Other Remedies.** Each party also may have other remedies available at law or in equity.
- H. **Payment of Rent to Court.** In any legal action by the Landlord for possession of the Premises, if the Tenant raises any defense other than payment, the Tenant must pay into the registry of the court the past due rent set forth in the Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of the Tenant to pay the rent into the registry of the court will be a waiver of the Tenant's defenses other than payment.
- I. **Attorney's Fees.** In any legal action brought to enforce the Lease or under applicable law, the prevailing party may recover its reasonable court costs and attorney's fees from the other party.
- XIII. **ASSIGNMENT AND SUBLEASING.** Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.
- XIV. **RISK OF LOSS.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or the Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if Tenant, Tenant's family, agents, employees, guests, or visitors cause such damage, theft, or loss. Nothing contained in this provision shall relieve the Landlord or Tenant from responsibility for loss, damage, or injury caused by their own negligence or willful conduct.

- XV. **SUBORDINATION.** The Lease is subordinate to the line of any mortgage encumbering the fee title to the Premises from time to time.
- XVI. **LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any property lien for the improvement or repair of the Premises made by Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.
- XVII. **RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant. The parties intend that this Lease will extend for one year if the Tenant is not in breach of any of the Lease terms and is making progress toward exercising the right to purchase.
- XVIII. **MISCELLANEOUS.**
- A. Time is of the essence of the Lease.
 - B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender. shall include all appropriate genders.
 - C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
 - D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
 - E. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the Lease shall be determined by the laws of Florida.
 - F. The place for filing any suits or other proceedings with respect to the lease shall be for the county in which the Premises are located.
 - G. Landlord and Tenant will use good faith in performing their obligations under the Lease.
 - H. As required by law, Landlord makes the following disclosure:
 - I. Tenants are not allowed to park any vehicles on grass or sidewalks.
 - J. All utilities are to be placed in the tenant's name within five (5) working days.

The Lease has been executed by the parties on the dates indicated below:

Print: Tenant's Name:

Date: _____, 202

Tenant's signature: _____

Date:

Print: Tenant's Name:

Date: _____, 202

Tenant's signature: _____

Date: _____, 20__

Print: Landlord Name: Crystal Park Apartments, LLC.

Date: _____ 202

Landlord's signature _____

Date: _____ 20__

I authorize verification of any information contained in this Guaranty. I also authorize LANDLORD to obtain credit and/or a criminal report on me.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed this day of _____, 2022.

Guarantor: _____

Witness: _____

Witness: _____

**STATE OF FLORIDA
COUNTY OF MARION**

Sworn to subscribe and acknowledged before me on the _____ day of _____, 202 by _____, who is personally known to me or produced the following s identification: _____ and who was physically present or appeared electronically _____.

Notary Public

TENANT'S CERTIFICATION

I, TBD, hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program unless such fraud was fully disclosed to the Landlord before execution of the lease, or before the Landlord approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Landlord in connection with any federal housing assistance program (before and during the lease term) is true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

Tenant's Cell #

Tenant's email address

Tenant's Signature

Date

Tenant's Cell #

Tenant's email address

Record and Return to:
Marion County Community Services Department
2710 East Silver Springs Blvd.
Ocala, Florida 34470

Rec. Fees: \$
DS: \$

Property Appraiser's #21752-000-00
Owner: Crystal Park Apartments, LLC

**MORTGAGE LIEN
FOR REAL PROPERTY
ASSISTED IN WHOLE OR IN PART WITH STATE HOUSING INITIATIVES PARTNERSHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee"), and **Crystal Park Apartments, LLC, a non-profit company, with an address of 1401 NW 27th Avenue, Ocala, FL 34475 ("Mortgagor")**.

WHEREAS, the Mortgagee is the Administrator of the State Housing Initiative Program ("SHIP"); and

WHEREAS, pursuant to Section 420.907-9079, Florida Statutes and Chapter 67-37 Florida Administrative Code, the State of Florida has made available to the Mortgagor, through the Mortgagee, certain funds to be used in the Marion County Standard Professional Services Agreement State Housing Initiatives Partnership New Construction Project.

WHEREAS, Mortgagee and Mortgagor, desire for Sponsor to acquire eight (8) multi-family units/apartments, to be used as rental housing subject to Mortgagor entering into a mortgage in favor of Mortgagee for a loan for the costs of acquisition of the property ("the Project"), and

WHEREAS, the Project was approved as a project in the Local Housing Assistance Plan based on Mortgagor's proposal; and

WHEREAS, upon completion of New Construction Mortgagor will use the building to serve low-income SHIP-eligible people and in accordance with the separate agreement between Mortgagor and Mortgagee executed on or before (_____) entitled Marion County Standard Professional Services Agreement State Housing Initiatives Partnership New Construction Project (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby mortgages to Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situated in Marion County, Florida, more particularly described as follows:

Property Address: 1348 NW 27th Ave, Ocala, FL 34470
Parcel ID: 21752-000-00

The North 120.00 feet of the North ½ of the SE ¼ of the SE 1/4 of the NE ¼ of Section 11, Township 15 South, Range 21 East, being the same property conveyed to the grantor by Frank Cooper and wife, Lillie Cooper, by deed dated November 16, 1984, recorded in Official Records Book 1255, Page 1484, Public Records of Marion County, Florida.

AND

Commence 120 feet South of the Northeast corner of the SE ¼ of the SE ¼ of the NE ¼ of Section 11, Township 15 South, Range 21 East; thence run South 210 feet; thence run West 660 feet; thence run North 210 feet; thence run East 660 feet to the Point of Beginning. EXCEPT road right of way.

AND

The South ½ of the South ½ of the NE ¼ of the SE ¼ of the NE ¼ of Section 11, Township 15 South, Range 21 East, Marion County, Florida, EXCEPT road right of way.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. **FUNDING.** Mortgagee through its Community Services Department (the "Department") agrees to provide a deferred payment loan to Mortgagor for allowable costs to include construction costs as allowable by **Exhibit B to the Agreement**, not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00) including recording fees and document stamps** for services performed under the terms of the Agreement and detailed in **Exhibit B to the Agreement**. In the event the Project costs exceed the stated amount, Mortgagor shall be responsible for any excess. In the event the Project does not use all the funds allocated, any excess shall be returned to Mortgagee.
3. **SERVICES AND PERFORMANCE.** The parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in **Exhibit A to the Agreement**, and the Scope of Work/Funding attached as **Exhibit B** to the Agreement.

4. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, New Construction is to be completed by **(June 1, 2026)**; and the provisions of this Agreement will remain in full force and effect through the term of the mortgage which is thirty (30) years from the date of execution of this Agreement.
5. **INSURANCE.** Mortgagor shall maintain, throughout the term of this Agreement comprehensive general liability insurance, property and casualty or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, **Exhibit A to the Agreement**.
6. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge, or encumbrance except as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
7. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
8. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature, and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien, or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance, or charge against the Mortgaged Property.
9. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
10. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
11. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
12. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to,

eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment, and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

13. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees, and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
14. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.
15. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
16. If default be made in payment, when due, of any indebtedness, secured hereby, or in performance of any of Mortgagor's obligations, covenants, or agreements in this Mortgage, the Note or the Agreement:
 - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including that past due as well as those accruing thereafter; and
 - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property that is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs, and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall

(after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues, and profits actually received by Mortgagee.

17. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
18. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within six (6) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied with record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.
19. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise, afforded by law, shall operate as a waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate the maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
20. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for the performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - A) Release any person liable for payment of all or part of the indebtedness or for the performance of any obligation;
 - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

- C) Exercise or refrain from exercising or waive any right Mortgagee may have;
 - D) Accept additional security of any kind; and
 - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
21. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
22. Mortgagor hereby waives all rights of homestead exemption if any, in the Mortgaged Property.
23. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.
24. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
25. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
26. COMPLIANCE WITH ENVIRONMENTAL LAWS:
- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon, or at the Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.

C) Indemnification.

(1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

(2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release, or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence, or cleanup of any Hazardous Waste on the Mortgaged Property in connection with Mortgagor's operations thereon; or
- (2) Any complaint, order, citation, or notice with regard to air emissions, water discharges; or
- (3) Any other environmental, health, or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

27. Breach: Any breach of any warranty, representation, or agreement contained in this Mortgage, the Note, or

the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.

28. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if the such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.
29. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements, and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
30. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

IN WITNESS THEREOF, this Mortgage has been duly executed by the undersigned.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Crystal Park Apartments, LLC

Witness Signature

By: _____

Witness Name Printed

Printed Name: _____

Witness Signature

Its: _____

Witness Name Printed

Date: _____

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
on this day _____ of _____ **2023**, by Donald Beaudet as Director for Crystal Park Apartments, LLC.

(SEAL)

Signature - Notary Public

Print Name: _____

My Commission Expires: _____

PROMISSORY NOTE

\$1,000,000.00

DATE: _____

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to Marion County, a political subdivision of the State of Florida, SHIP Fund, Marion County, Florida, its successors or assigns ("Lender"), the principal sum of **One Million Dollars and Zero Cents (\$1,000,000.00) including document stamps and recording fees or such other amount as may be advanced by Lender from time to time hereunder**, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this note to Marion County, or if units are used for purposes other than the Marion County Standard Professional Services Agreement State Housing Initiatives Partnership New Construction Project.

This Note and all other obligations of the Borrower, including the agreement entered into between the parties entitled Marion County Standard Professional Services Agreement State Housing Initiatives Partnership New Construction Project (the "Agreement") are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien For Real Property Assisted In Whole Or In Part With State Housing Initiatives Partnership Funds (the "Mortgage") held by Lender. The terms and conditions contained in the Agreement and the Mortgage are incorporated herein and made a part hereof as fully as if set forth herein. This Note, the Agreement and the Mortgage are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A. Maturity. The purpose of this Note is to provide Borrower SHIP (State Housing Initiatives Partnership) grant funds for the New Construction Housing Project. The maturity date of this Note shall be the **1st Day of 2054.**
- B. Where to Make Payment. Sums due under this Note shall be payable to the Marion County SHIP Grant, Marion County, Florida, 2710 E. Silver Springs Blvd., Ocala, Florida 34470, or such other place as the Noteholder may designate.
- C. Prepayment. Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to make any payment due under this Note within fifteen (15) days of the due date; or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note and the

7. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this

indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
 - B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
 - C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.
8. Waiver of Jury Trial. Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.
 9. Governing Law. This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Crystal Park Apartments, LLC. a Not-
For- Profit Corporation

By: _____

Printed Name: _____

Its: _____

Witness Signature

Witness Name Printed

Witness Signature

Witness Name Printed