



EXISTING 4001 OFFICE

RETAIL/RESTAURANT

ONE GARAGE

MULTI-FAMILY

NOTES: LANDSCAPE SCENE FOR GRAPHIC REPRESENTATION PURPOSES ONLY, SEE LAYOUT AND PLAN

EAST ELEVATION COMPOSITE

SCALE: 3/32" = 1'-0"

The Bertani at Broken Sound 6001 NW Broken Sound Parkway, Boca Raton, FL

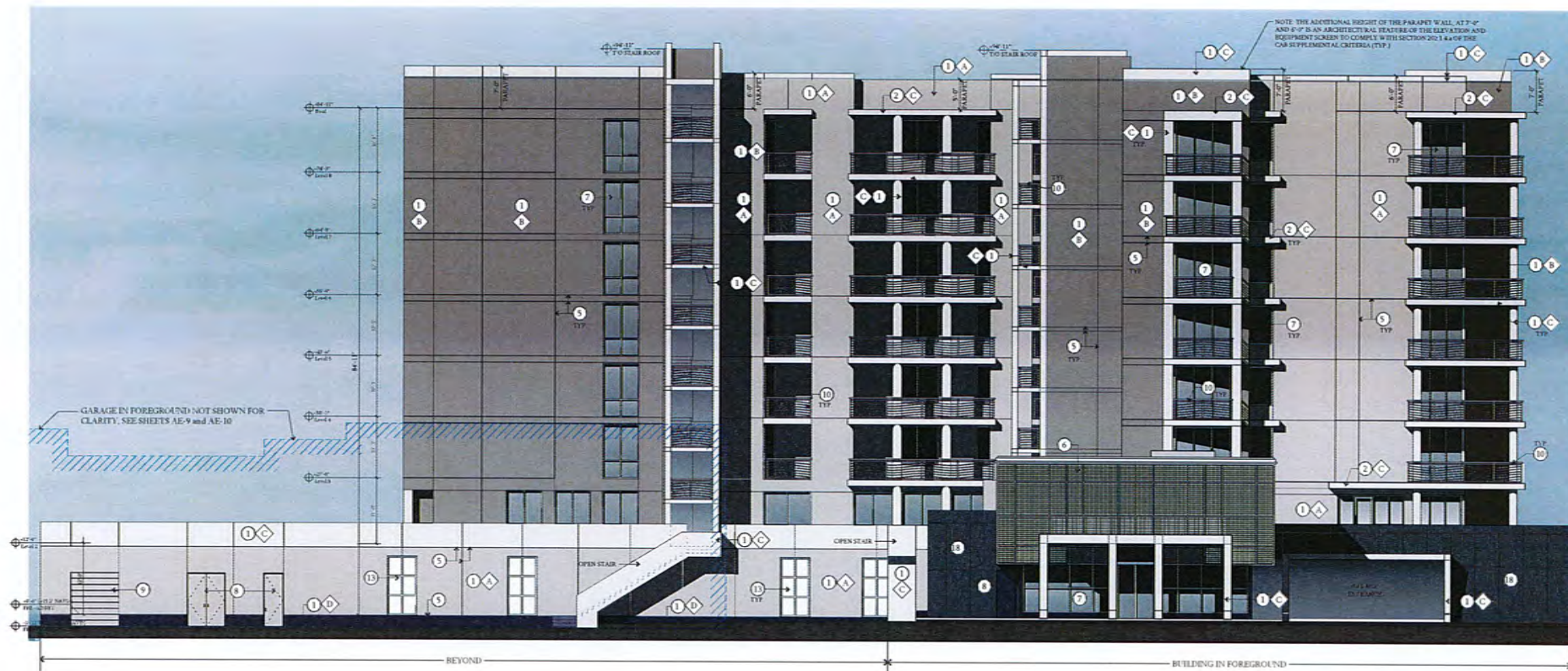
Derek Vander Digitally signed
Plog, AA008 Boca, LANDSCAPE
392 Date: 2024.09.22
16:48:19 -0400
Derek Vander Plog

Vander Plog and Associates, Inc.
Architects and Planners
1875 South Federal Hwy, Suite 200
Boca Raton, Florida 33432

16 SEPT 2026

PROJECT 40812

AE-0



ELEVATION KEY NOTES	
1	(SMOOTH TEXTURE STUCCO FINISH - PAINTED)
2	(CONCRETE OVERBROW WITH STUCCO FINISH - PAINTED)
3	(SKIN AND OPENING TRIM (STUCCO OR PRECAST CONCRETE) - PAINTED)
4	(EPS WITH STUCCO FINISH - PAINTED)
5	(RIGID INSULATION STUCCO)
6	(PERFORATED METAL SCREEN WALL - PATTERNS BY MANUFACTURER)
7	(ALUMINUM W/ LAMINATED GLASS WINDOW OR DOOR SYSTEM WITH POWDER COAT FINISH BLACK MULLIONS AND GRAY TINTED GLASS)
8	(METAL MANSERVICE DOOR - PAINTED TO MATCH ADJACENT WALL)
9	(METAL ROLL-UP DOOR - PAINTED TO MATCH ADJACENT WALL)
10	(METAL RAILING SYSTEM - POWDER COATED SILVER)
11	(METAL AND GLASS RAILING SYSTEM - POWDER COATED SILVER)
12	(FLAT ALUMINUM LANNING STRUCTURE)
13	(EXTRUDED ALUM. GRILLE WITH BIRDS SCREEN INFILL)
14	(ALUMINUM LOUVER SYSTEM, FACTORY PAINTED)
15	(WALL BASE, PORCELAIN TILE, PORCELAINOSA TEA, VERBEE DARK 3/4\"/>

COLOR KEY

- 1 LIGHT GRAY (MAIN BODY) SW 7641 COLONNADE GRAY 283-C2
- 2 MEDIUM GRAY SW 7746 BUSHING RIVER - 247-C6
- 3 OFF-WHITE SW 9166 DRIFT OF MIST - 234-C2
- 4 BLACK SW 6279 BLACK SWAN - 252-C7

ALL COLOR CHANGES OCCUR AT INSIDE CORNERS

SW: BAKERSON WILLIAMS, INC. BENJAMIN MOORE

COLOR PALETTE

 1 SW 7641 COLONNADE GRAY - 283-C2	 2 SW 7746 BUSHING RIVER 247-C6	 3 SW 9166 DRIFT OF MIST 234-C2
 4 SW 6279 BLACK SWAN 252-C7	 STONE WALL CLADDING	

EAST ELEVATION
SCALE: 1/8" = 1'-0"

Derek Vander Digitally signed by
Ploeg_AA008 Ploeg_AA008392
392
Date: 2024.08.19
12:27:26 -0400

Derek Vander

In the event of the architect's
negligence, the owner will
indemnify and hold the architect
harmless from all claims, damages,
costs and expenses, including
attorneys' fees, arising from or
in connection with the project.

RESIDENTIAL ELEVATIONS - EAST ELEVATION

Project: **the BERTANI**
at BROKEN SOUND
6801 NW BROKEN SOUND PARKWAY,
BOCA RATON, FL 33487

Developed by: **COMPSON ASSOCIATES, INC.**
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

Architect: **Vander Ploeg and Associates, Inc.**
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
AR0008392
(561) 368-1603 PH

Sheet: **AE-1**





NORTH ELEVATION - 2 OF 2

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

- 1 SMOOTH TEXTURE STUCCO FINISH - PAINTED
- 2 CONCRETE EYEBROW WITH STUCCO FINISH - PAINTED
- 3 SUBGRADE OPENING TRIM (STUCCO OR PRECAST CONCRETE) - PAINTED
- 4 EPS WITH STUCCO FINISH - PAINTED
- 5 RAILGITS (see STUCCO)
- 6 PERFORATED METAL SCREEN WALL - PATTERN _____ BY MANICORLS
PERFORATED METAL OR SIMILAR
- 7 ALUMINUM AND LAMINATED GLASS WINDOW or DOOR SYSTEM with
POWDER COAT FINISH BLACK MULLIONS and GRAY TINTED GLASS
- 8 METAL MAIN SERVICE DOOR - PAINTED TO MATCH ADJACENT WALL
- 9 METAL ROLL-UP DOOR - PAINTED TO MATCH ADJACENT WALL
- 10 METAL RAILING SYSTEM - POWDER COATED SILVER
- 11 METAL AND GLASS RAILING SYSTEM - POWDER COATED SILVER
- 12 FLAT ALUMINUM AWNING STRUCTURE
- 13 EXTRUDED ALUM. GRILLE WITH BIRDS SCREEN INFILL
- 14 ALUMINUM LOUVER SYSTEM, FACTORY PAINTED
- 15 WALL BASE PORCELAIN TILE, PORCELANOSA USA, VERDER DARK
12"x24"x 3/4"
- 16 CABANA SHADE COVER, CANVAS CANOPY BY SUNBELLA
- 17 WOOD TRELLIS
- 18 WALL CLADDING NATURAL STONE, TRAVERTINE BEIGE TONES

COLOR KEY

- 1 LIGHT GRAY (MAIN BODY) - SW 7641 COLONNADÉ GRAY 283-C2
 - 2 MEDIUM GRAY - SW 7746 BUSBING RIVER - 247-C6
 - 3 OFF-WHITE - SW 9166 DRIFT OF MIST - 218-C2
 - 4 BLACK - SW 6279 BLACK SWAN - 252-C7
- ALL COLOR CHANGES OCCUR AT SINGLE CORNERS
SW - BERNARD WILLIAMS, INC. BENJAMIN MOORE

COLOR PALETTE



Derek Vander
Ploeg_AA0083
92

Digitally signed by
Derek Vander
Ploeg_AA0083
Date: 2025.08.19
12:45:00 -0500

Derek Vander Ploeg

In the last of the developer's
signature, the plan and
specifications are the
authoritative reference for the
project.

RESIDENTIAL ELEVATIONS - NORTH ELEVATION 2 OF 2

the BERTANI
park at BROKEN SOUND
AT BROKEN SOUND
6001 NW BROKEN SOUND PARKWAY
BOCA RATON, FL 33487

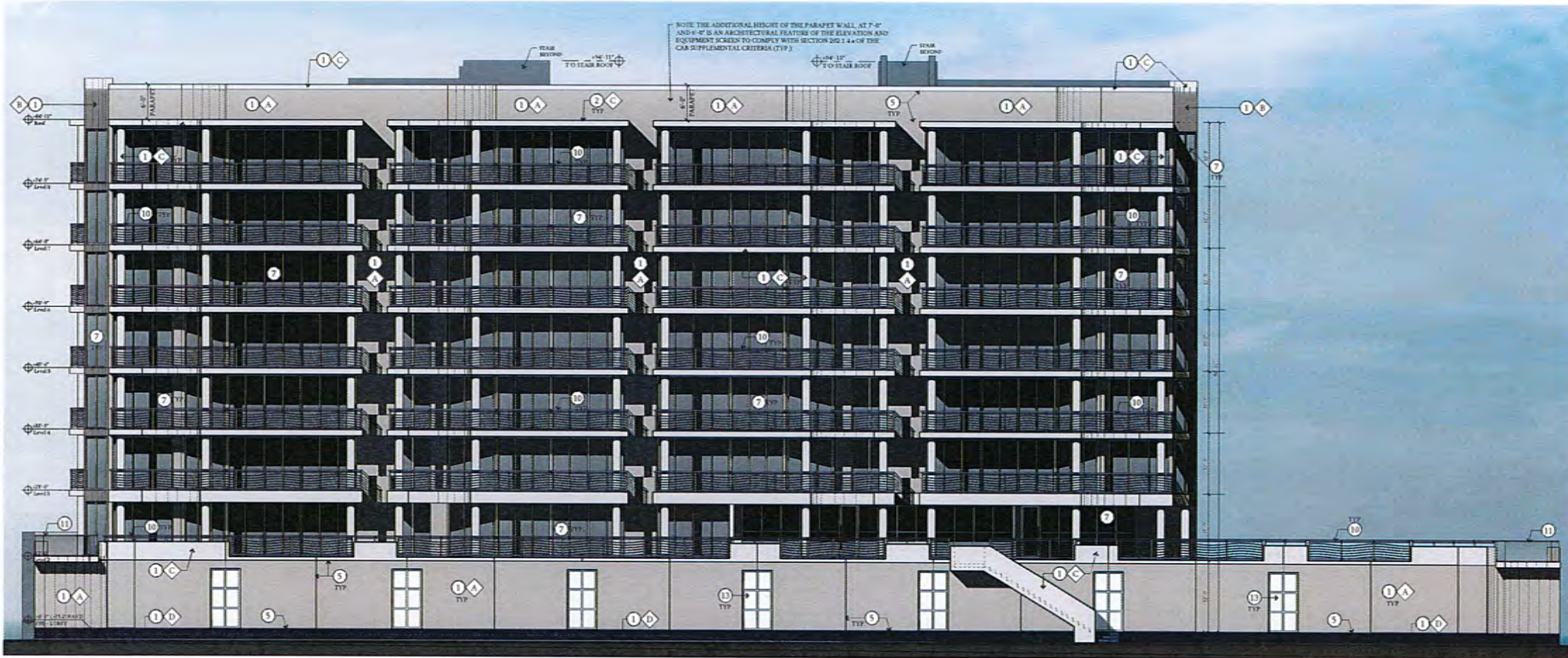
developed by
COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

COMPSON
ASSOCIATES, INC.

Vander Ploeg and Associates, Inc.
architects and planners
AR0008392
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
(561) 368-1003 PH

AE-4

revision: _____
date: _____
drawn by: _____
checked by: _____



WEST ELEVATION

SCALE 1/8" = 1'-0"

ELEVATION KEY NOTES	
1	SMOOTH TEXTURE STUCCO FINISH - PAINTED
2	CONCRETE EYEBROW WITH STUCCO FINISH, PAINTED
3	SURROUND OPENING TRIM (STUCCO OR PRECAST CONCRETE) - PAINTED
4	EPS WITH STUCCO FINISH - PAINTED
5	REGULETS (See STUCCO)
6	PERFORATED METAL SCREEN WALL - PATTERN _____ BY MANHILLS
7	PERFORATED METAL OR SIMILAR
8	ALUMINUM AND LAMINATED GLASS WINDOW or DOOR SYSTEM WITH POWDER COAT FINISH BLACK MULLIONS and GRAY TINTED GLASS
9	METAL MANHILL DOOR - PAINTED TO MATCH ADJACENT WALL
10	METAL ROLL-UP DOOR - PAINTED TO MATCH ADJACENT WALL
11	METAL RAILING SYSTEM - POWDER COATED SILVER
12	METAL AND GLASS RAILING SYSTEM - POWDER COATED SILVER
13	FLAT ALUMINUM AWNING STRUCTURE
14	EXTRUDED ALUM. GRILLE WITH BIRDS SCREEN INFILL
15	ALUMINUM LOUVER SYSTEM, FACTORY PAINTED
16	WALL BASE: PORCELAIN TILE, PORCELANOSA USA, VERBEEB DARK 24"X24" X 1/2"
17	CABANA SHADE COVER, CANVAS CANOPY BY SUNBELLA
18	WOOD TRELLIS
19	WALL CLADDING: NATURAL STONE, TRAVERTINE BEIGE TONES

COLOR KEY

- 1 LIGHT GRAY (MAIN BODY) SW 7641 COLONNADE GRAY 283-C2
- 2 MEDIUM GRAY SW 7746 RUSHING RIVER - 247-C5
- 3 OFF-WHITE SW 9166 DRAFT OF MIST - 238-C2
- 4 BLACK SW 6279 BLACK SWAN - 232-C7

ALL COLOR CHANGES OCCUR AT INSIDE CORNERS
FW SHEKIN WILLIAMS, INC. BENJAMIN MOORE

COLOR PALETTE

 1 SW 7641 COLONNADE GRAY 283-C2	 2 SW 7746 RUSHING RIVER 247-C5	 3 SW 9166 DRAFT OF MIST 238-C2
 4 SW 6279 BLACK SWAN 232-C7	 STONE WALL CLADDING	

Derek Vander
Ploeg_AA008
392

Digitally signed by
Derek Vander
Ploeg_AA008392
Date: 2026.08.19
12:47:37 -0400

Derek Vander

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RESIDENTIAL ELEVATIONS - WEST ELEVATION

project
the BERTANI
at BROKEN SOUND
AT BROKEN SOUND
6001 NW BROKEN SOUND PARKWAY,
BOCA RATON, FL 33487

developed by
COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

drawn by
DVP

date
18 AUGUST 2026

sheet no.
AE-5



Vander Ploeg and Associates, Inc.
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
AR0008392
(561) 366-1003 PH



SOUTH ELEVATION - 1 OF 2

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

- 1 SMOOTH TEXTURE STUCCO FINISH - PAINTED
- 2 CONCRETE OVERBROW WITH STUCCO FINISH - PAINTED
- 3 BURKING-OPENING TRIM (STUCCO OR PRECAST CONCRETE) - PAINTED
- 4 EPS WITH STUCCO FINISH - PAINTED
- 5 REGULETS (in STUCCO)
- 6 PERFORATED METAL SCREEN WALL - PATTERN _____ BY MONSIEUR PERFORATED METAL OR SIMILAR
- 7 ALUMINUM W/ LAMINATED GLASS WINDOW w/ DOOR SYSTEM w/ POWDER COAT FINISH BLACK MULLIONS w/ GRAY TINTED GLASS
- 8 METAL MAIN SERVICE DOOR - PAINTED TO MATCH ADJACENT WALL
- 9 METAL ROLL-UP DOOR - PAINTED TO MATCH ADJACENT WALL
- 10 METAL RAILING SYSTEM - POWDER COATED SILVER
- 11 METAL AND GLASS RAILING SYSTEM - POWDER COATED SILVER
- 12 FLAT ALUMINUM AWNING STRUCTURE
- 13 EXTRUDED ALUM. GRILLS WITH BIRDS SCREEN INTILL
- 14 ALUMINUM LOUVER SYSTEM, FACTORY PAINTED
- 15 WALL BASE: PORCELAIN TILE, PORCELANOSA USA, VERDER DARK 24"x24"x6"
- 16 CARANA SHADE COVER, CANVAS CANOPY BY SUNBELLA
- 17 WOOD TRELLIS
- 18 WALL CLADDING: NATURAL STONE, TRAVERTINE BRIDGE TONES

COLOR KEY

- 1 LIGHT GRAY (MAIN BODY) - SW 7641 COLONNADE GRAY 283-C2
 - 2 MEDIUM GRAY - SW 7746 ROSSING RIVER - 2474-G
 - 3 OFF-WHITE - SW 9166 DRIFT OF MIST - 238-C2
 - 4 BLACK - SW 6279 BLACK SWAN - 232-C7
- ALL COLOR CHANGES OCCUR AT INSIDE CORNERS
SW: SHERWIN WILLIAMS, INC. BENJAMIN MOORE

COLOR PALETTE



Derek Vander
Ploeg_AA008
392

Digitally signed by
Derek Vander
Ploeg_AA008392
Date: 2020.08.19
12:55:26 -0400

In the best of the architect's
knowledge, the plans and
specifications comply with the
requirements of the applicable
building codes.

THE BERTANI
park at broken sound
AT BROKEN SOUND
6001 NW BROKEN SOUND PARKWAY
BOCA RATON, FL 33487

COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

COMPSON
ASSOCIATES, INC.

Vander Ploeg and Associates, Inc.
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
AR0008392
(561) 368-1003 PH

RESIDENTIAL ELEVATIONS - SOUTH ELEVATION 1 OF 2

AE-6



SOUTH ELEVATION - 2 OF 2

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

- 1 SMOOTH TEXTURE STUCCO FINISH - PAINTED
- 2 CONCRETE EYEBROW WITH STUCCO FINISH PAINTED
- 3 SUBGROUND OPENING TRIM (STUCCO OR PRECAST CONCRETE) - PAINTED
- 4 EPS WITH STUCCO FINISH - PAINTED
- 5 REGLETS (in STUCCO)
- 6 PERFORATED METAL SCREEN WALL - PATTERN ____ BY MANICHELS
- 7 PERFORATED METAL OR SIMILAR
- 8 ALUMINUM W/ LAMINATED GLASS WINDOW w/ DOOR SYSTEM w/ POWDER COAT FINISH BLACK MULLIONS and GRAY TINTED GLASS
- 9 METAL MAIN SERVICE DOOR - PAINTED TO MATCH ADJACENT WALL
- 10 METAL ROLL-UP DOOR - PAINTED TO MATCH ADJACENT WALL
- 11 METAL RAILING SYSTEM - POWDER COATED SILVER
- 12 METAL AND GLASS RAILING SYSTEM - POWDER COATED SILVER
- 13 FLAT ALUMINUM AWNING STRUCTURE
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- 16 WALL BASE: PORCELAIN TILE, PORCELAINOSA USA, VERDE DARK 24"x24"x 3/4"
- 17 CABANA SHADE COVER, CANVAS CANOPY BY SUNBELLA
- 18 WOOD TRELLIS
- 19 WALL CLADDING NATURAL STONE, TRAVERTINE BEIGE TONES

COLOR KEY

- 1 LIGHT GRAY (MAIN BODY) SW 7641 COLONNADE GRAY 283-C2
- 2 MEDIUM GRAY SW 7746 BUSHING RIVER - 247-C6
- 3 OFF-WHITE SW 9166 DRIFT OF MIST - 238-C2
- 4 BLACK SW 6279 BLACK SW AN - 252-C7

ALL COLOR CHANGES OCCUR AT INSIDE CORNERS

2/18 DEERWIN WILLIAMS, INC. BENJAMIN MOORE

COLOR PALETTE



Derek Vander Digitally signed by

Ploeg_AA008 Ploeg_AA008392

392 Date: 2024.08.19

12:58:11 -0400

Derek Vander

In the field of the architect's

signature, the owner and the

architect are jointly and severally

liable for the completion of the

project.

RESIDENTIAL ELEVATIONS - SOUTH ELEVATION 2 OF 2

THE BERTANI
bark at BROKEN SOUND
AT BROKEN SOUND
6001 NW BROKEN SOUND PARKWAY,
BOCA RATON, FL 33487

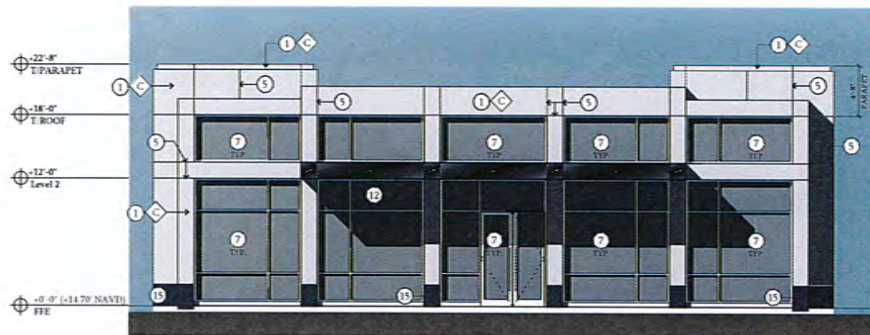
developed by
COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

COMPSON
ASSOCIATES, INC.

Vander Ploeg and Associates, Inc.
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
AR0008392
(561) 368-1003 PPI

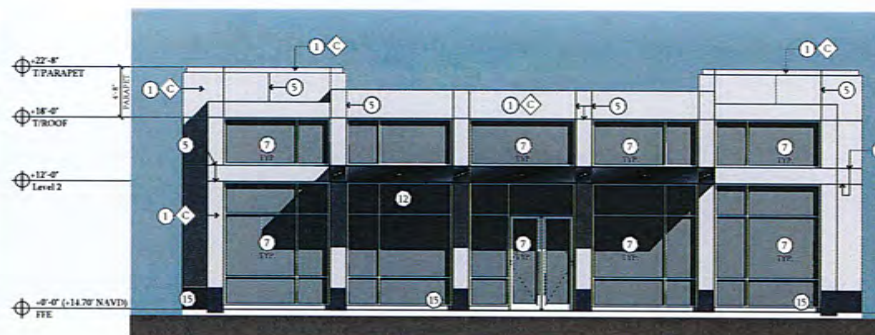
AE-7

revisions



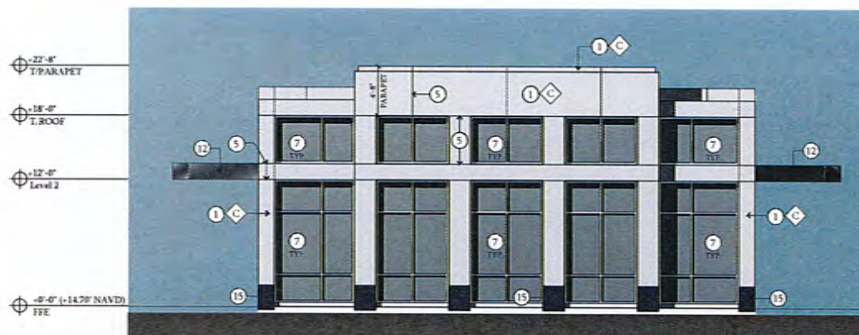
NORTH ELEVATION

SCALE: 3/16" = 1'-0"



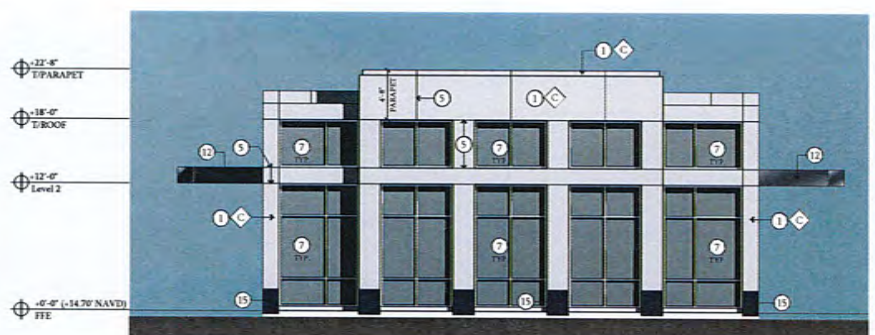
SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



EAST ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"

ELEVATION KEY NOTES	
1	SMOOTH TEXTURE STUCCO FINISH - PAINTED
2	CONCRETE EYEBROW WITH STUCCO FINISH, PAINTED
3	SKIRTING OPENING TRIM (STUCCO OR PRECAST CONCRETE) - PAINTED
4	EPS WITH STUCCO FINISH - PAINTED
5	REGULETS (see STUCCO)
6	PERFORATED METAL SCREEN WALL - PATTERN ____ BY HANDHOLDS
7	PERFORATED METAL OR SIMILAR
8	ALUMINUM ANODIZED GLASS WINDOW & DOOR SYSTEM WITH POWDER COAT FINISH BLACK MULLIONS and GRAY TINTED GLASS
9	METAL MANSERVICE DOOR - PAINTED TO MATCH ADJACENT WALL
10	METAL ROLLUP DOOR - PAINTED TO MATCH ADJACENT WALL
11	METAL RAILING SYSTEM - POWDER COATED SILVER
12	METAL AND GLASS RAILING SYSTEM - POWDER COATED SILVER
13	FLAT ALUMINUM AWNING STRUCTURE
14	EXTRUDED ALUM. GRILLE WITH BIRDS SCREEN INFILL
15	ALUMINUM LOUVER SYSTEM, FACTORY PAINTED
16	WALL BASE: PORCELAIN TILE, PORCELAINOSA USA, VERRIER DARK 24"X36" 1/2"
17	CANVAS SHADE COVER, CANVAS CANOPY BY SUNBELLA
18	WOOD TRELLIS
19	WALL CLADDING: NATURAL STONE, TRAVERTINE BEIGE TONES

COLOR KEY

- 1 LIGHT GRAY (MAIN BODY) SW 7641 COLORNADE GRAY 283-C2
- 2 MEDIUM GRAY SW 7746 RUSSENG RIVER - 247-C6
- 3 OFF-WHITE SW 9166 DRAFT OF MIST - 238-C2
- 4 BLACK SW 6279 BLACK SWAN - 252-C7

ALL COLOR CHANGES OCCUR @ INSIDE CORNERS
 SW: SHERWIN WILLIAMS, BN: BENJAMIN MOORE

COLOR PALETTE

		
SW 7641 COLORNADE GRAY - 283-C2	SW 7746 RUSSENG RIVER 247-C6	SW 9166 DRAFT OF MIST 238-C2
		
SW 6279 BLACK SWAN 252-C7	STONE WALL CLADDING	

Derek Vander
Ploeg_AA008392
10/20/2023
144726-00707

Handwritten signature: Luke Vander Ploeg



On the back of the drawing's
envelope, the plans and
specifications shall be kept
separately from the drawings.

Vander Ploeg and Associates, Inc.
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
(561) 368-1001 PH

COMPSON
ASSOCIATES, INC.

THE BERTANI
the park
at BROKEN SOUND
6001 NW BROKEN SOUND PARKWAY
BOCA RATON, FL 33487

PROJECT: 24012
DRAWN BY: ENP
DATE: 01 SEPTEMBER
DESIGNED BY: COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

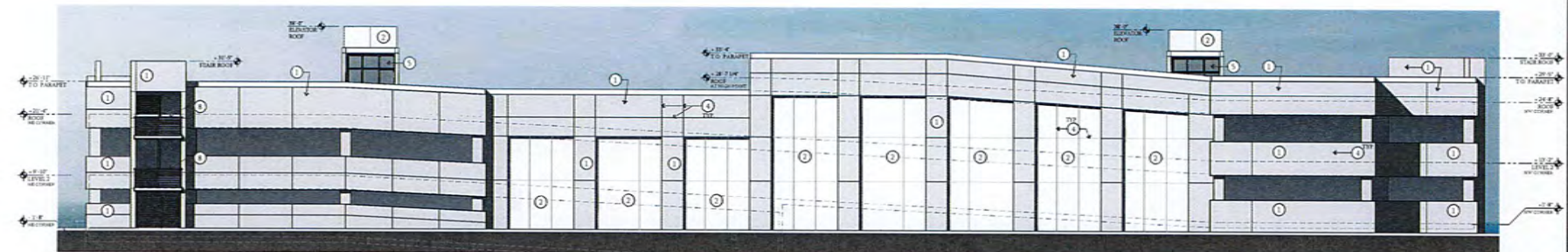
AE-8

RETAIL BUILDING ELEVATIONS



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

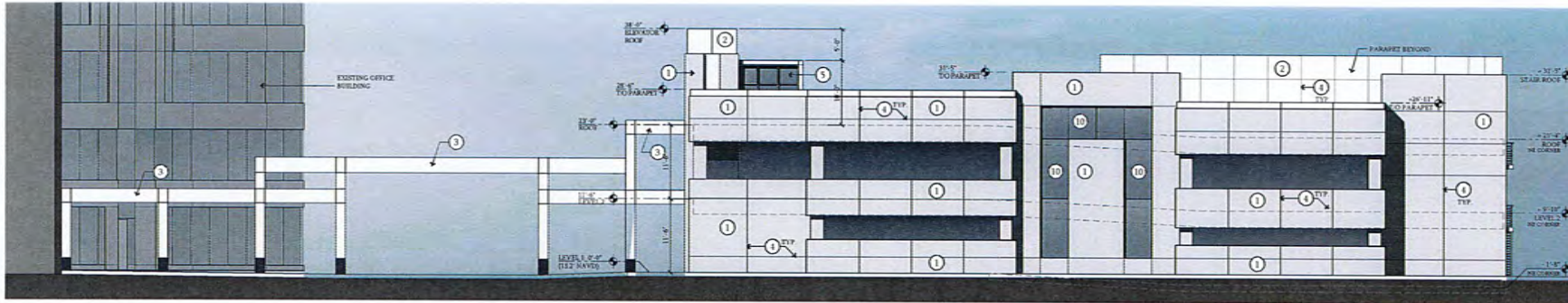
SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES	
①	PRE-CAST CONCRETE PANELS - FINISHED AGGREGATE TEXTURE (FORMERLY USED TO MATCH EXISTING OFFICE BUILDING)
②	PRE-CAST CONCRETE PANELS - BRANDED TEXTURE
③	ALUMINUM CLADDING - CANOPY, STEEL FRAMED - CANOPY, POWDER COAT FINISH. COLOR TO BE SELECTED BY ARCHITECT
④	8" TILE REPAIRS
⑤	ALUMINUM AND LAMINATED GLASS WINDOWS - DOOR SYSTEM WITH POWDER COAT FINISH BLACK MILLING AND GRAY TINTED GLASS
⑥	METAL HANDRAILING SYSTEM - PAINTED TO MATCH ADJACENT WALL
⑦	METAL RAILING SYSTEM - POWDER COATED STEEL
⑧	EXTENDED ULTRA GRILLE WITH BRASS RAZED FINISH
⑨	GLASS PANEL CLADDING - BRASS RAZED FINISH

Derek Vander: Digitally signed by Derek Vander, DN: cn=Derek Vander, o=Vander Ploeg and Associates, Inc., email=dvander@vanderploeg.com, c=US
92
Derek Vander

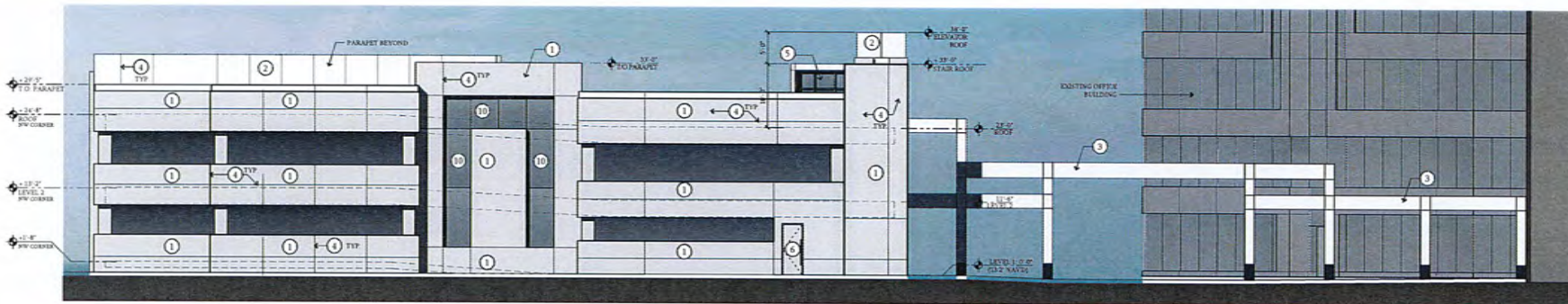
GARAGE ELEVATIONS

AE-9



EAST ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

- ① PRE-CAST REIN. CONG. PANELS - EXPOSED AGGREGATE TEXTURE (FORMLINED) TO MATCH EXISTING OFFICE BUILDING
- ② PRE-CAST REIN. CONG. PANELS - SMOOTH TEXTURE
- ③ ALUMINUM CLADDING CANOPY, STEEL FRAMED CANOPY, POWDER COAT FINISH COLOR TO BE SELECTED BY ARCHITECT
- ④ 1/2" TH REVEAL
- ⑤ ALUMINUM ANTI-LAMINATED GLASS WINDOW w/ DOOR SYSTEM with POWDER COAT FINISH BLACK MULLIONS and GLASS TINTED GLASS
- ⑥ METAL MASSIVE DOOR - PAINTED TO MATCH ADJACENT WALL
- ⑦ METAL ROLL-UP DOOR - PAINTED TO MATCH ADJACENT WALL
- ⑧ METAL RAILING SYSTEM - POWDER COATED SILVER
- ⑨ EXTRUDED ALUM. CORNICE WITH BRUSH SCREEN INFILL
- ⑩ GLASS PANEL CLADDING, BRASS CORNER JOINT

Derek Vander Digitally signed by
Ploeg_AA008 Ploeg_AA008392
392 Date: 2025.09.22
14:47:44 -04'00'

Derek Vander

In the event of the drafter's
signature, the owner and
architect are responsible for the
accuracy of the drawing.

Vander Ploeg and Associates, Inc.
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
AK0008392
(561) 368-1601 PH



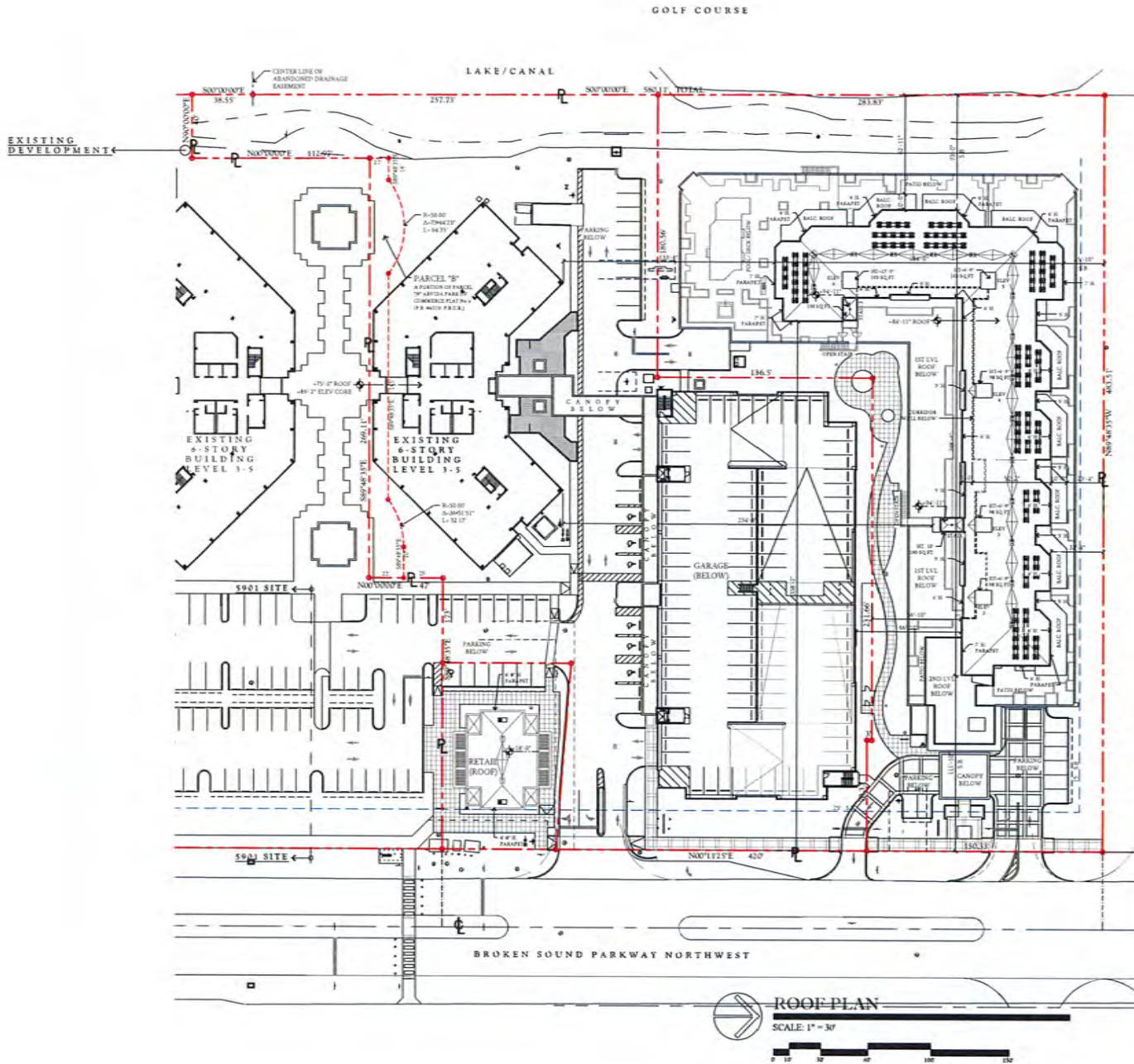
COMPSON
ASSOCIATES, INC.

the park
at broken sound
6801 NW Broken Sound Parkway
Boca Raton, FL 33487

developed by
COMPSON ASSOCIATES, INC.
1075 Broken Sound Parkway NW, Boca Raton, FL 33487

GARAGE ELEVATIONS

Project: the park at broken sound
Drawn by: [signature]
Date: 01/07/2025
Sheet: AE-10
Title: [signature]



ROOF NOTES

1. ADDITIONAL SCREENING TO BE DETERMINED ONCE ALL MECHANICAL EQUIPMENT HAS BEEN SELECTED. PROVIDE SCREENS 4" TALLER THAN EQUIPMENT RIDING SCREENS.
2. VERTICAL ACCENTS, TEAM ENCLOSURE & ELEVATOR BLDG BY AGGREGATED AREA - 350 SQ. FT. - 4 PCS. OF ROOF AREA (EACH).
3. PARAPET HEIGHTS VARY 2'-0" TO 7'-0" SEE PLAN AND ELEVATIONS. THE ACCESSING HEIGHT OF THE PARAPET WALL IS AN ARCHITECTURAL FEATURE OF THE ELEVATIONS, AS WELL AS EQUIPMENT SCREEN. PER CAD SUPPLEMENTAL CRITERIA 302.1.4.

Derek Vander
Ploeg_AA008392
Digitally signed by
Derek Vander
Ploeg_AA008392
Date: 2026.09.22
14:33:09 -0400
Derek Vander

On the basis of the architect's
warranty, the plans and
specifications are hereby given
and accepted.

ROOF PLAN

RP-1

project
the bark
AT BROKEN SOUND
developed by
COMPSON ASSOCIATES, INC.
1077 BROKEN SOUND PARKWAY SW, BOCA RATON, FL 33487

COMPSON
ASSOCIATES, INC.

Vander Ploeg and Associates, Inc.
architects and planners
AK0008392
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
(561) 368-1403 PPI



AERIAL VIEW - NORTH EAST

Derek Vander
Ploeg_AA008392

Digitally signed by Derek Vander Ploeg_AA008392
Date: 2026.08.19 13:24:33 -0400

In the event of the drafter's bankruptcy, the plans and specifications submitted to date by owner.

the park
AT BROKEN SOUND
6801 NW BROKEN SOUND PARKWAY,
BOCA RATON, FL 33487
developed by
COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

COMPSON
ASSOCIATES, INC.

Vander Ploeg and Associates, Inc.
architects and planners
AR00008392
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
(561) 368-1001 PH

AERIAL VIEW - NORTH EAST

Project	24012
Issue on	2500
Drawn by	18 AUGUST 2024
Sheet no.	AR-1
Revisions	



AERIAL VIEW - NORTH WEST

Derek Vander
Ploeg_AA008392
12/24/11 4:00 PM
To the east of the building's
entrance, the design team
incorporated a series of terraces
and a series of terraces to create

Derek Vander Ploeg

AERIAL VIEW - NORTH WEST

project: **the park at broken sound**
AT BROKEN SOUND
6001 NW BROKEN SOUND PARKWAY,
BOCA RATON, FL 33487

developed by: **COMPSON ASSOCIATES, INC.**
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

project no: **AR-2**

revision: _____

date: 18 AUGUST 2011

status: **ENR**

drawn by: _____

checked by: _____

approved by: _____

COMPSON
ASSOCIATES, INC.

Vander Ploeg and Associates, Inc.
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
AR0008392
(561) 366-1001 PFI



SOUTH EAST VIEW



NORTH WEST VIEW

Derek Vander Ploeg_AA008
 392
 Date: 2026.08.19
 13:06:03 -04'00'

To the best of the Architect's
 knowledge, no errors or
 omissions exist in the design of
 the building.

Vander Ploeg and Associates, Inc.
 architects and planners
 1615 South Federal Hwy, suite 200
 boca raton, florida 33432
 AR0008392
 (561) 368-1001 PH


COMPSON
 ASSOCIATES, INC.

THE BERTANI
 the park
 AT BROKEN SOUND
 6001 NW BROKEN SOUND PARKWAY,
 BOCA RATON, FL 33487

project :
 design :
 date :
 sheet no :
 AR-3

developed by : COMPSON ASSOCIATES, INC.
 1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

AERIAL VIEW



LINEAR PARK



SOUTH WEST VIEW



LINEAR PARK



NORTH WEST VIEW

Derek Vander
Ploeg_AA0083
92

Digitally signed by Derek Vander Ploeg_AA008392
Date: 2026.08.19 13:57:30 -0400

Derek Vander Ploeg

In the event of the architect's negligence, the owner and the applicable regulatory body shall be responsible.

Vander Ploeg and Associates, Inc.
architects and planners
AR0008392
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
(561) 368-1403 FH

COMPSON ASSOCIATES, INC.

the park at broken sound
AT BROKEN SOUND
6001 NW BROKEN SOUND PARKWAY,
BOCA RATON, FL 33487

project: developed by: **COMPSON ASSOCIATES, INC.**
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

drawn by: **DVP**
date: 18 AUGUST 2026
sheet no: **AR-4**

OBLIQUE VIEWS



Derek Vander Ploeg_AA008
392

Digitally signed by
Derek Vander
Ploeg_AA008392
Date: 2026.08.19
13:18:30 -0400

— Luke Vanhof Reg.



Vander Ploeg and Associates, Inc.
architects and planners
1615 South Federal Hwy, suite 200
boca raton, florida 33432
AR0008392
(561) 368-1403 PH



COMPSON
ASSOCIATES, INC.



STREET VIEWS

project: **the park** THE BERTANI
 6001 NW BROKEN SOUND PARKWAY.
 AT EPOCHES SOUND BOCA RATON, FL 33487
 developed by: **COMPSON ASSOCIATES, INC.**
 1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 337
 architect: **AR-5**
 interiors: **interiors**

COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

PROJECT NO. 24012
 DRAWN DVP
 DATE 18 AUGUST 2016
 SHEET NO. AR-5
 OF 5
 REVISIONS

To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes.



COVERED WALKWAY-1



COVERED WALKWAY-2



COVERED WALKWAY-3



OFFICE BUILDING COVERED ENTRANCE

Derek Vander Digitally signed by
Ploeg_AA008 Ploeg_AA008392
392
Date: 2026.08.19
13:10:01 -0400

Derek Vander

In the event of the architect's
bankruptcy, the client will
retain the right to build the
project without paying fees.

Vander Ploeg and Associates, Inc.
AR0008392
architects and planners
1615 South Federal Hwy, suite 200
Boca Raton, Florida 33432
(561) 368-1403 PH

COMPSON
ASSOCIATES, INC.

the park at BROKEN SOUND
AT BROKEN SOUND
8001 NW BROKEN SOUND PARKWAY,
BOCA RATON, FL 33487
developed by: COMPSON ASSOCIATES, INC.
1075 BROKEN SOUND PARKWAY NW, BOCA RATON, FL 33487

project
AR-6
drawing
18 AUGUST 2026
18 AUGUST 2026

PEDESTRIAN CANOPY VIEWS

SKETCH & DESCRIPTION FOR:
PARTIAL EASEMENT ABANDONMENT
OF 12' SANITARY SEWER EASEMENT RECORDED IN O.R.B. 4985/1807, P.B.C.R.
A PORTION OF PARCEL 'N', ARVIDA PARK OF COMMERCE PLAT NO. 4 (P.B. 44, PG. 110, P.B.C.R.)
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of that 12 foot Sanitary Sewer Easement as recorded in Official Record Book 4985, Page 1807, of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the southeast corner of Parcel 'N', ARVIDA PARK OF COMMERCE PLAT NO. 4, according to the plat thereof, as recorded in Plat Book 44, Page 110 and the northeast corner of Parcel 'M', ARVIDA PARK OF COMMERCE PLAT NO. 2, according to the plat thereof, as recorded in Plat Book 37, Page 53, of the Public Records of Palm Beach County, Florida; thence N00°11'25"E, along the east line of said Parcel 'N' and west right-of-way line of Broken Sound Parkway NW, 194.10 feet to the southerly boundary of said easement and to the POINT OF BEGINNING; thence S69°53'00"W, along said southerly boundary of said easement, 142.29 feet; thence N55°08'15"W, 14.65 feet to the northerly boundary of said easement; thence N69°53'00"E, along said northerly boundary of said easement, 155.14 feet to the east line of said easement; thence S00°11'25"W, along said east line of said easement and said east line of said Parcel 'N', 12.79 feet to the POINT OF BEGINNING.

Said lands lying in City of Boca Raton, Palm Beach County, Florida and containing 1784 square feet, more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal or verified digital signature of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, ARVIDA PARK OF COMMERCE PLAT NO. 4, based on the east line of Parcel 'N' having a bearing of N00°11'25"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: CL = Centerline; F.B. = Field Book; L.B. = Licensed Business; N/A = Not Applicable; N.E. = Northeast; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; S.E. = Southeast; S.F. = Square Feet; U.E. = Utility Easement.

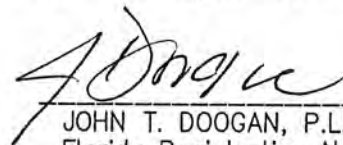
CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 9/2/2026

John T.
Doogan,
PLS

Digitally signed
by John T.
Doogan, PLS
Date: 2026.09.03
09:40:43 -04'00'



JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 & 2**

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

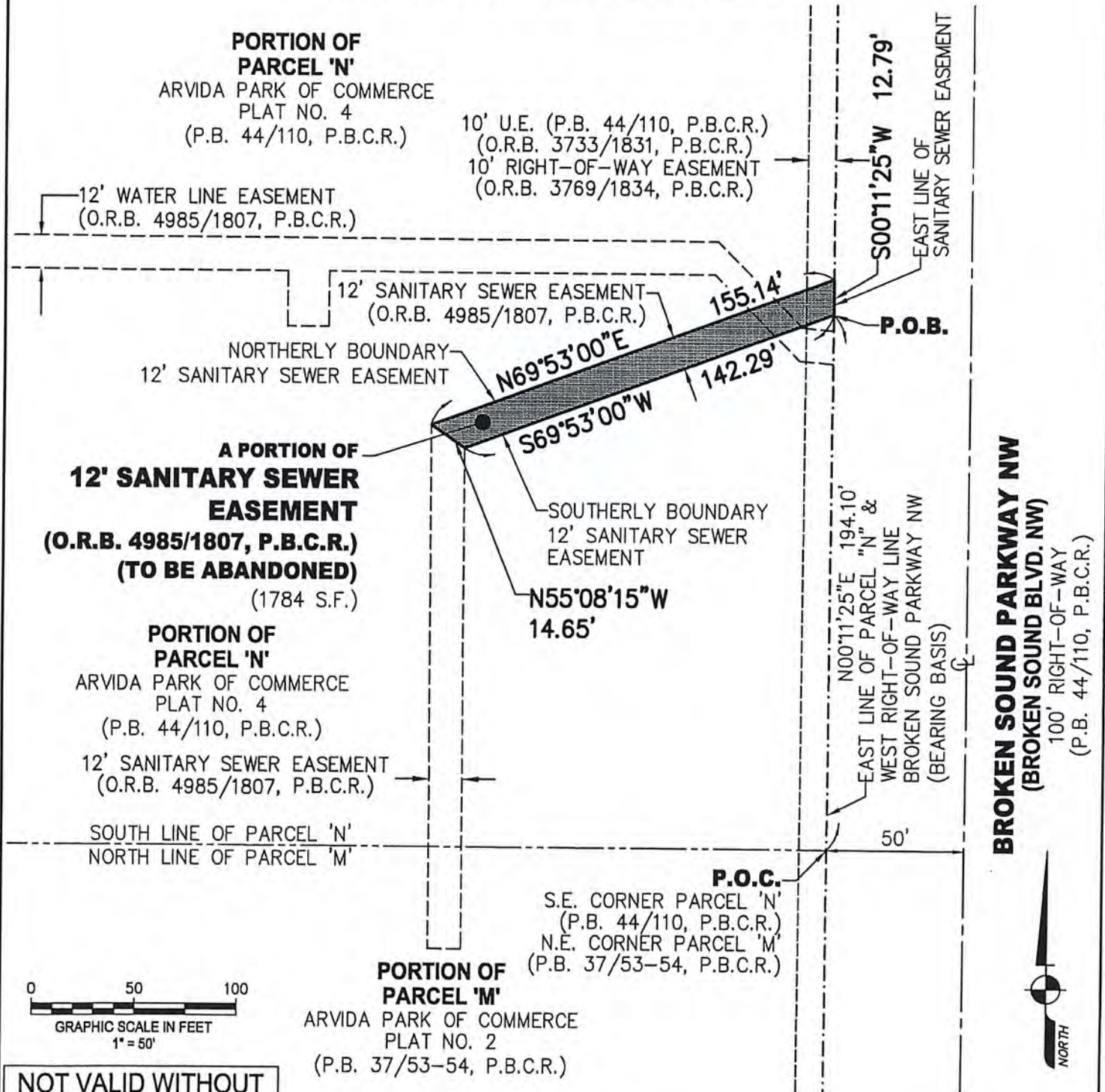
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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and should not be reproduced or copied without written permission.

JOB #:	13458-2B
SCALE:	N/A
DATE:	08/31/2026
BY:	S.K.
CHECKED:	J.T.D.
F.B.	N/A
PG.	N/A
SHEET:	1 OF 2

SKETCH & DESCRIPTION FOR:
PARTIAL EASEMENT ABANDONMENT

OF 12' SANITARY SEWER EASEMENT RECORDED IN O.R.B. 4985/1807, P.B.C.R.
A PORTION OF PARCEL 'N', ARVIDA PARK OF COMMERCE PLAT NO. 4 (P.B. 44, PG. 110, P.B.C.R.)
CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA



CASH BOND AGREEMENT

THIS CASH BOND AGREEMENT ("Agreement"), made this _____ day of _____, 20____, by and between _____, _____ company, whose mailing address _____ (the "Owner"), and THE CITY OF BOCA RATON, FLORIDA, a municipal corporation of the State of Florida, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432 (the "City"):

WHEREAS, the Owner of the property more specifically described in Exhibit "A" (the "Property") is obligated to complete site development, infrastructure and/or off-site improvements (the "Improvements") pursuant to a City-approved development order (Resolution No. _____) for the land development project known as _____ and in accordance with the plans and specifications approved by City staff responsible for public works review (PWR 45- _____); and

WHEREAS, _____ has prepared an engineer's cost estimate, dated ____, for the Improvements, and attached hereto as Exhibit "B"; and

WHEREAS, the City Engineer has deemed the cost estimate for the Improvements to be reasonable and appropriate; and

WHEREAS, Section 26-151, City Code of Ordinances, provides, in pertinent part, that in lieu of immediate construction of the Improvements, the Owner shall file a letter of credit or cash bond in an amount equal to 110 percent of the cost of the Improvements to ensure the City the actual satisfactory completion of the construction of the Improvements within a period of not more than one (1) year from the date of the letter of credit or cash bond.

NOW THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. The Owner agrees to provide the City with a cashier's check in the amount of _____ which amount represents 110% of the City approved cost estimate, as security to ensure the City the completion of the Improvements.
2. The Owner hereby agrees, for themselves and all successors and assigns to complete the Improvements within one (1) year from issuance by the City of a permit for construction of the Improvements.
3. The Owner and the City agree that the City Engineer may, but is not obligated to do so, reduce the initial amount stated above in accordance with work performed and accepted by the City Engineer.
4. The Owner may request, and the City may grant in its sole discretion, an extension of the one (1) year time period provided such extension is commensurate with the percentage of the Improvements constructed.
5. The Owner and the City agree that in addition to the one (1) year Improvements construction period, the City, in accordance with Section 26-151 Code of Ordinances, shall include a

maintenance provision for one (1) year, covering all Improvements by the Owner in an amount equal to 10 percent of the certified cost of the Improvements.

6. Upon successful completion of the required Improvements, as inspected and approved in writing by the Building Official and the City Engineer and upon receipt of the amount described in Section 5 of this agreement, the amount of the cash bond will be returned to the Owner, without interest.

7. The Owner unconditionally covenants and agrees that if the Owner fails to perform within the time specified by this Agreement, all or any part of its obligation established by this Agreement, the City, upon thirty (30) days written notice from the City or its authorized agent to the Owner or its authorized agent or officer, shall, at the City's option, have the right to complete the Owner's obligation or, pursuant to public advertisement and receipt of bids, cause to be completed these Improvements in the case the Owner should fail to or refuse to do so in accordance with the terms of the Agreement and/or the permit issued for construction of the Improvements. In the event the City should exercise and give effect to such right, the Owner shall be liable and the monies tendered hereby shall be used to reimburse the City the total cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the Owner to carry out and execute all the terms and provisions of the Agreement and/or the permit issued for construction of the Improvements.

IN WITNESS WHEREOF, the Owner has executed these presents this _____ day of _____, 20__

WITNESSES:

BY:

Sign _____

Sign _____

Print _____

Print _____

Sign _____

Print _____

(STATE OF FLORIDA
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (Seal)
My Commission Expires:

EXAMPLE

BANK STATIONERY

OUR IRREVOCABLE LETTER OF CREDIT

NO. _____

TO: City of Boca Raton
Development Services Department
Planning and Zoning Division
201 West Palmetto Park Road
Boca Raton, Florida 33432
Attention: Development Services Director

We hereby issue in your favor this irrevocable credit in the amount of \$_____, which is available by your draft(s) at sight on us accompanied by the following document:

A written statement signed by your City Manager, or his/her designee, that all improvements (for the benefit of the public) required by [development approval resolution number], relating to that land development project known as _____, have not been completed as approved by the City.

We hereby further agree to notify you in writing no later than 30 days prior to the expiration date of this credit. Should we fail to notify you in accordance with the preceding sentence, this credit shall be deemed to be renewed for an additional one-year period and for subsequent one-year periods for which no notice is given.

The amount of this credit may be reduced before its expiration date, and before the expiration date of any renewals upon receipt by us of your written statement signed by your City Manager, or his/her designee, to reduce the outstanding balance of this credit by the amount indicated in your statement.

We hereby engage that drafts drawn in conformity with the terms of this credit will be duly accepted upon presentation at our counters not later than the expiry date of this matter.

BANK

Expiry Date: _____

By _____

Countersigned:

PREPARED BY AND RETURN TO:

RECORD AND RETURN TO:

Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this _____ day of _____, 20__, by 6001 BSP Associates, LTD, a Delaware limited liability company, whose mailing addresses is 21346 St. Andrews Boulevard #206, the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of title to the real property in the City of Boca Raton, Palm Beach County, Florida, as more particularly described on Exhibit "A", which is hereby made a part of this Declaration (the "Property");

WHEREAS, on _____ the City Council ("Council") for the City of Boca Raton, Florida (the "City") adopted Resolution No. _____, and thereby approved a site plan for a Commercial Industrial Mixed-Use Development project entitled "Bertani at Broken Sound" that provides for the development of the Property with a multi-family residential building containing 60 dwelling units along with an existing 103,250 square foot office building and 2,664 square foot free-standing restaurant (the "Development Approval");

WHEREAS, as a condition of the Resolution, Declarant has agreed to impose certain restrictions and covenants on the Property as set forth in this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property shall be owned, held, transferred, sold, conveyed, used, occupied and improved subject to the covenants and restrictions created or provided for by this Declaration.

1. Recitals: The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Restrictions and Covenants:** Declarant hereby creates, establishes and imposes on the Property the following restrictions and covenants:

Solid Waste Collection:

(a) The Applicant shall contract with a private solid waste collection and disposal service as franchised by the City in accordance with the provisions of Section 14-22, Code of Ordinances, to provide solid waste pick-up services for all uses on the Property.

(b) The City will not be responsible for pickup of solid waste generated by any use on the Property.

(c) The solid waste service will be contracted by the Applicant, and the costs of the solid waste service, including any solid waste service and all franchise and applicable solid waste disposal fees, shall be the sole responsibility of the Applicant, its successors and assigns, without recourse to the City.

(d) The Applicant may change the solid waste service with which the Applicant contracts at any time without the written consent of the City, provided that any and all solid waste services with which the Applicant contracts are franchised by the City and provides a written acknowledgement that there will not be any recourse to the City.

Residential Amenity Areas:

(e) All resident amenity areas of the Multifamily Residential Building, with the exception of the reception area, shall not be open to the general public and are for the private use of the tenants of the Multifamily Residential Building and Existing Office Building and their guests only.

(f) The free-standing retail/restaurant building shall remain open to the general public, i.e., it shall not require membership/entry fees.

Palm Beach County School District and Aircraft Notices

(g) A notice shall be posted on an 11-inch by 17-inch sign in a clear and visible location in all leasing offices in the Multifamily Residential Building, and on all rental or lease agreements and contracts for the Multifamily Residential Building units which states:

"NOTICE TO TENANTS"

School age children may not be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of The School District of Palm Beach County and by direction of the Superintendent, public school attendance zones are subject to change.

This location is subject to frequent low-flying aircraft and subject to effects thereof including but not limited to noise, vibrations, fumes, dust, fuel particles, and other effects as may be inherent in the safe operation of aircraft and aircraft engines.

3. **Third Party Beneficiary:** The City shall be the only third-party beneficiary of this Declaration and shall be entitled to enforce this Declaration as if it were a party to this Declaration.

4. **Binding Effect:** This Declaration will be recorded in the Public Records of Palm Beach County, Florida, and this Declaration and the restrictions and covenants contained in this Declaration shall constitute a restriction and covenant running with the land and shall bind, and the benefit thereof shall inure to, the Declarant and any owner of the Property or any portion thereof, and their respective successors and assigns.

5. **Amendment:** This Declaration may not be amended, released or terminated without the prior written consent of the City of Boca Raton.

6. **Limitations:** Nothing contained in this Declaration shall, in any way, be deemed to create any rights other than those expressly granted in this Declaration. This Declaration shall be limited to, and utilized for, the purposes expressed in this Declaration and only for the benefit of the Declarant, the City, and any future owner(s) of the Property or a portion thereof

7. **Severability:** Invalidation of any of the provisions contained in this Declaration or of the application of any of the provisions contained in this Declaration to any person by judgment or court order shall in no way affect any of the other provisions of this Declaration or the application of this Declaration to any other person and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration this ____ of _____, 20____.

[signature pages to follow]

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal as of the day and year first above written.

WITNESSES

BY: BSP Associates, LTD

By:

Signature of Witness

Sign: _____

Printed Name: _____

Signature of Witness

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

THIS INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 20__, by _____ as _____ of _____, a _____, on behalf of the company, who has produced _____ as identification or who is personally known to me.

Notary Public State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

Exhibit "A"
The Property

This Instrument Was Prepared by:

City Attorney's Office
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

Record and Return to:

Land Records
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33432

DECLARATION OF UNITY OF CONTROL IN LIEU OF UNITY OF TITLE

THIS DECLARATION OF UNITY OF CONTROL IN LIEU OF UNITY OF TITLE ("Declaration") is made and entered into as of this XXX day of XXXX, 20XX, by _____, a (**Delaware limited liability company**) "Declarant One", whose mailing address is XXXXXX; and _____, a (**Delaware limited liability company**) "Declarant Two", whose mailing address is XXXXXX (collectively the "Declarants").

RECITALS:

WHEREAS, the Declarant One is the owner in fee simple of the property situated in the City of Boca Raton, County of Palm Beach and State of Florida, the legal description for which is attached hereto and made a part hereof as Exhibit "A" ("Property"); and

WHEREAS, the Declarant Two is the owner in fee simple of the property situated in the City of Boca Raton, County of Palm Beach and State of Florida, the legal description for which is attached hereto and made a part hereof as Exhibit "B" ("Property"); and

WHEREAS, on _____, 202_, the City Council of the City of Boca Raton ("City Council") approved Resolution No. _____ (the "Development Approval"); and

WHEREAS, Condition _____ of the Development Approval provides, in pertinent part, that a Declaration of Unity of Control in Lieu of Unity of Title unifying the Property shall be executed and delivered to the City, together with applicable recording fees, as a condition to the issuance of a main use building permit; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

COVENANTS RELATING TO BUILDING AND ZONING CONTROL

The Declarant hereby declares that the Property, and any portions thereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth in this Article I.

1.1 Subject to the qualifications and exceptions set forth in this Article I, the Property is established and declared to be unified as one zoning/building site as reflected in the Development Approval and no portion of the Property shall be sold, assigned, transferred, conveyed or devised ("Conveyance"), except in its entirety, unless such Conveyance is in conformity with the provisions of this Declaration.

1.2 Notwithstanding anything to the contrary contained in Paragraph 1.1 hereof, the Property may be separately encumbered by one or more mortgages, and/or separately sold or conveyed, whether such Conveyance is pursuant to foreclosure sale or any other type of sale or Conveyance, without the consent of any party; provided, however, upon and subsequent to any such Conveyance or encumbrance, this Declaration shall at all times be a binding covenant on the Property. In connection with any mortgage on the Property, the mortgagee and its successors and assigns may foreclose, accept a deed in lieu of foreclosure or otherwise take title to the Property, or portion thereof, without the consent of any party, provided that this Declaration shall at all times be a binding covenant on the Property. Further, any Conveyance or encumbrance under this Paragraph 1.2 shall in no way amend, alter or modify the unification of the Property as one zoning/building site.

1.3 Notwithstanding Paragraph 1.1, individual residential or individual commercial condominium units created by a Declaration of Condominium may be conveyed to, and are subject to ownership by one or more owners, together with an undivided share of the common elements as a part and appurtenant to each such individual residential or individual commercial condominium unit, without violating this Declaration. Any individual residential or individual commercial condominium unit whose conveyance is permitted pursuant to this paragraph shall in no way amend, alter or modify the unification of the Property as one unified zoning/building site; provided, however, that while owners of individual residential or individual commercial condominium units shall not be required to join in any submittal or request for approval pursuant to Paragraph 1.4, joinder shall be required by the successor or assignee of Declarant's interest in the portion of the Property upon which the common elements are established, as applicable.

1.4 Declarant, its successors and assigns, acknowledge that the City shall not be obligated to accept or process any application for any development permits which cannot be

issued without an amendment to the Development Approval, unless same is submitted and approved by Declarant, its successors and assigns. Furthermore, any development permits which effectuate and/or implement the Development Approval and can be issued without an amendment to the Development Approval, shall not require the submittal or approval by any other Declarant, its successors and assigns, and the City may process same without the submittal or approval by any other Declarant, its successors and assigns. The determination of whether any development permits effectuate and implement the Development Approval and whether any development permits can be issued without an amendment to the Development Approval shall be made by the City Manager, or his designee, in said official's reasonable discretion.

1.5 Declarant represents and warrants to the City that it is the owner of all the legal and beneficial interests in the Property, or that all legal and beneficial owners have joined in this Declaration, and that it has the authority to execute and record this Declaration.

1.6 The Declarant agrees that this Declaration is intended to be and shall be construed as a covenant running with the land, as provided by law, and shall run with, be appurtenant to, binding upon, and inure to the benefit of the Property and the City and shall be enforceable by the party hereto and its respective heirs, successors and assigns, and all parties claiming under it and may not be released or amended without the prior written consent of the City Manager. Each time all or any portion of the Property is transferred, the transferee shall assume all of the rights, liabilities and obligations of the Declarant, and rights, liabilities and obligations shall inure to and/or be the obligation of the transferee of all or any such portion of the Property.

ARTICLE II NON-SUBORDINATION

The Declarant represents and warrants that it is the fee simple title holder of the Property, and that the Property is not currently subject to any ground lease or trust, or that any such lessor, trustee or beneficiary has joined in this Declaration. The Property is subject to a mortgage(s), as noted below, and the mortgagee(s) has (have) joined in this Declaration.

- 1) Mortgage in favor of _____ recorded in ORB _____, Page _____.
- 2) Mortgage in favor of _____ recorded in ORB _____, Page _____.
- 3) Mortgage in favor of _____ recorded in ORB _____, Page _____.
- 4) Mortgage in favor of _____ recorded in ORB _____, Page _____.

(The remainder of this page intentionally left blank

Signatures appear on the following page)

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal as of the day and year first above written.

DECLARANT ONE:

WITNESSES:

BY:

Signature of Witness

Printed Name: _____

By: _____

Title: _____

Signature of Witness

Printed Name: _____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a (Delaware limited company), on behalf of the company. He/She is personally known to me or produced the following identification: _____.

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal as of the day and year first above written.

DECLARANT TWO:

WITNESSES:

BY:

Signature of Witness

Printed Name: _____

By: _____

Title: _____

Signature of Witness

Printed Name: _____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a (Delaware limited company), on behalf of the company. He/She is personally known to me or produced the following identification: _____.

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

Property

JOINDER, CONSENT AND SUBORDINATION

The _____ undersigned _____ hereby _____ certifies _____ that _____ a _____, is the holder of a mortgage, lien or other encumbrance upon the above-described Property, and that the undersigned hereby joins in and consents to execution, delivery and recordation of this Declaration by the Declarant owner thereof and agrees that its mortgage, lien or other encumbrance, which is recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing agreement.

Print Name: _____ By: _____

Name: _____

Print Name: _____ Title: _____

STATE OF _____)
_____) ss.:
COUNTY OF _____)

THIS IS TO CERTIFY, that on this _____ day of _____, 20____, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____ as _____ of _____, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

PREPARED BY AND RETURN TO:

RECORD AND RETURN TO:
Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AFFORDABLE RENTAL HOUSING WITHIN A CONDOMINIUM IN
COMMERCIAL INDUSTRIAL MULTIFAMILY DEVELOPMENT (CIMD)**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this _____ day of _____, 2026, by _____, a _____, whose mailing address is _____, ("Owner"), and accepted by the City of Boca Raton, a municipal corporation of the State of Florida, whose mailing address is 201 W. Palmetto Park Road, Boca Raton, FL 33432 ("City").

RECITALS

WHEREAS, pursuant to Section 166.04151(6), Florida Statutes, and Chapter 28, Article XV, Division 15, Code of Ordinances ("City Code"), the development of multifamily and/or mixed-use multifamily projects in certain commercial and industrial zoning districts may be authorized provided that such projects include a minimum of ten percent (10%) of the total number of units as Affordable housing (referred to as "Commercial Industrial Multifamily Development" or "CIMD") and provided they meet specified criteria;

WHEREAS, CIMDs are required to maintain housing units that are "Affordable" for a period of at least 30 years;

WHEREAS, the term "Affordable" is as defined in City Code Section 28-1642(1)(b) and Florida Statutes Section 420.0004, as it exists as of the date of approval of this Declaration;

WHEREAS, Owner is the holder of all of the _____ acres of real property generally located at in the City of Boca Raton, Palm Beach County, Florida, that is to be developed as a CIMD, which property is legally described in Exhibit "A," attached hereto and incorporated herein by reference, hereinafter referred to as the "Property," including all or any portion thereof, and any improvements, structures, or developments thereon;

WHEREAS, the Property is located in the _____ (_____) zoning district, with a Comprehensive Plan Future Land Use Designation of Planned Mobility;

WHEREAS, on _____, 202__, the City Council of the City of Boca Raton approved Resolution No. _____ (the "Approved Site Plan"), authorizing the development of the Property as a CIMD project (the "Project");

WHEREAS, in compliance with Chapter 28, Article XV, Division 15 of the City Code, Owner has agreed to restrict a portion of the total number of residential Dwelling Units to be developed on the Property as Affordable Units as specified on the Approved Site Plan;

WHEREAS, Owner intends to submit the residential portion of the Project to the condominium form of ownership pursuant to Chapter 718, Florida Statutes, and intends that Market Rate Units may be separately conveyed to third-party purchasers;

WHEREAS, notwithstanding the condominium form of ownership, Owner has agreed that the condominium units specifically identified on Exhibit "C" shall constitute the Affordable Units required for the Project, and shall be retained by Owner, as the Restricted Unit Owner (as hereinafter defined), and made available exclusively for rental occupancy in accordance with this Declaration throughout the Affordability Period;

WHEREAS, to maintain compliance with Chapter 28, Article XV, Division 15, Code of Ordinances, the City and the Owner wish to ensure that the Affordable Units, as specified on the Approved Site Plan, are maintained as required herein for a period of not less than 30 years, regardless of any subsequent changes in ownership of the Property, including any subsequent transfers, conveyances, assignments, foreclosures, or other dispositions of the Property or any portion thereof;

NOW, THEREFORE, Owner hereby declares that the Property, shall be owned, held, transferred, sold, conveyed, used, occupied, and improved subject to the covenants and restrictions created or provided by this Declaration.

ARTICLE 1

RECITALS

The recitals set forth above are true and correct and incorporated into this Declaration by reference.

ARTICLE 2

DEFINITIONS

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. "*Adjusted Gross Income*" means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Income Eligible Household, and any other resources and benefits considered to be income pursuant to 24 CFR 5.609, adjusted for family size, less deductions allowable under 26 US Code Section 62, each as may be amended from time to time.

b. "*Affordable*" means that monthly Rents, including utilities, for Affordable Units do not exceed 30 percent of the annual median Adjusted Gross Income for an Income Eligible Household, specifically for households earning 120% of the area median income, adjusted for

family size. Rent, as defined herein, for Affordable Units shall not exceed the rent limits, adjusted by the number of bedrooms in unit and by household size, as published periodically by Florida Housing Finance Corporation ("FHFC") Multifamily Rental program for the WPB-Boca Area.

c. "*Affordable Unit*" or "*Affordable Units*" means those Dwelling Units that are designated as Affordable for occupancy by an Income Eligible Household (as defined hereinafter). The income eligibility and rent limits for Affordable Units shall be based on the most current annual median income figures as published by the FHFC for the WPB-Boca Area.

d. "*Affordability Period*" means the period, as set forth in Article 4 hereof, during which designated Affordable Units must remain Affordable to Income Eligible Households.

e. "Condominium Association" shall mean the association of all of the Dwelling Units in the Property.

f. "*Dwelling Units*" means all residential units within the Project, including Affordable Units and Market Rate Units. The Project is approved for ____ Dwelling Units, of which _____ shall be designated as Affordable Units, as specified in the Approved Site Plan.

g. "*Income Eligible Household*" means a household whose total annual adjusted gross household income is 120% or less of the area median annual Adjusted Gross Income (as posted by the FHFC for households within the WPB-Boca Area), based on the most current annual figures available at the time of lease signing or renewal.

h. "*Market Rate Units*" means Dwelling Units within the Project that are not designated as Affordable Units.

i. "Market Rate Unit Owners" means an owner of a condominium not designated as a Restricted Unit. A Market Rate Unit Owner shall not constitute an "Owner" or "Restricted Unit Owner" for purposes of the affordability, leasing, income certification, reporting, monitoring or other affirmative obligations imposed by the Declaration solely by reason of owning a Market Rate Unit.

k. "*Rent*" means the monthly amount(s) or other payment amount(s) outlined in an executed lease agreement, rental arrangement (written or verbal), or temporary occupancy agreement, that are required due from tenant. In the case of Affordable Units, the term "Rent" shall include the utility allowance as specified Article 5, Section 5.1(c) and Exhibit "B" of this Declaration. "Rent" shall not include charges for essential services or amenities necessary for basic occupancy, such as elevator use, water and sewage, trash collection, garbage disposal, or other essential building functions, which shall be provided to tenants without additional mandatory fees. Any mandatory fees for essential services must be uniformly applied to all units, regardless of designation as Affordable or Market Rate, and must be fully disclosed in advance in the lease and rental application process. Voluntary optional fees, such as pet fees, storage fees, or reserved parking fees, which are chosen at the tenant's discretion, may be charged separately and are not included in the calculation of "Rent."

l. "Restricted Unit" means any unit that is not a Market Rate Unit and is an Affordable Unit and subject to this Declaration.

m. "Restricted Unit Owner" means the record owner from time to time of one or more of the Restricted Units, and shall include any agent of the Restricted Unit Owner with respect to

the Property or the Project, including but not necessarily limited to any property manager or designated leasing agent, as well as all successors, assignees, transferees, beneficial and equitable owners of the Property or any portion thereof.

n. "Substandard Unit" means:

1) Any unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants;

2) A unit which is in violation of one or more major sections of an applicable housing code, such as the International Property Maintenance Code (IPMC) or local building and safety codes, or where such violation poses a serious threat to the health of the occupant; or

3) A unit that has been declared unfit for human habitation but that could be rehabilitated for less than 50% of the property value.

o. "WPB-Boca Area" means the West Palm Beach-Boca Raton U.S. Department of Housing and Urban Development ("HUD") Metro Fair Market Area (HMFA) in Palm Beach County.

ARTICLE 3

AFFORDABILITY PERIOD

The Affordability Period for Affordable Units shall commence upon the issuance of the first certificate of occupancy for the Project that authorizes the occupation of any Affordable Units. However, the Affordability Period for all Affordable Units in the Project shall collectively end no sooner than 30 years from the date of issuance of the final certificate of occupancy for the Project. The Affordability Period shall apply uniformly to all Affordable Units within the Project, ensuring that no unit is subject to a shorter Affordability Period than 30 years from the issuance of the final certificate of occupancy. Provided, however, that the Affordability Period may be extended beyond the initial 30 years pursuant to the provisions set forth in Article 6 of this Declaration. The Affordability Period shall remain in effect until this Declaration is released with written authorization from the City, but not earlier than 30 years from the issuance of the final certificate of occupancy.

ARTICLE 4

USE AND OCCUPANCY OF THE PROPERTY

The Restricted Unit Owner shall comply with the following restrictions regarding the use and occupancy of the Property for the duration of the Affordability Period. As set forth in Article 7, these covenants shall be appurtenant to the Restricted Units until the end of the Affordability Period and shall be binding on all parties and persons with any legal, beneficial, or equitable interest in all or any portion of the Property under this Declaration.

Section 4.1: Use of Property. The Owner shall develop and maintain the Project as specified on the Approved Site Plan. The Restricted Unit Owner shall continuously maintain the Restricted Units as rental units, and shall make such units available for rental exclusively to Income Eligible Households and in no event shall any Affordable Unit be leased to any tenant that is not an Income Eligible Household for an Affordable Unit. No amendments to the Approved Site Plan resulting in a reduction in the number of Affordable Units, as specified on the Approved Site Plan, shall be permitted without an amendment to both the Approved Site Plan and this Declaration. Such amendments must be approved in accordance with the City Code provisions

governing amendments to CIMD projects. In the event that only a portion of the total number of Dwelling Units in the Project are available for occupancy, then the required Affordable Units shall be made available to Income Eligible Households proportionally, ensuring that these units are not withheld or delayed in leasing compared to Market Rate Units; (i.e., at each phase of occupancy, if applicable, the percentage of Affordable Units made available shall be at least equal to their designated percentage of the total Project, ensuring that the ratio of Affordable Units to Market Rate Units remains consistent throughout the leasing process). The Restricted Unit Owner shall comply with the requirements of the Fair Housing Act as well as all applicable federal, state, and local laws and regulations governing fair housing, non-discrimination, and tenant rights in the management and leasing of the Project.

The issuance of certificates of occupancy and commencement of sales or closings of Market Rate Units shall not be structured so as to materially defer the availability for occupancy of the Restricted Units. Restricted Units shall be completed and made available for qualifying tenants substantially proportionately with the completion and availability of comparable Market Rate Units.

Section 4.2: Affordable Rents. Rents (less the calculated utility allowance) for all Affordable Units shall not exceed thirty percent (30%) of the annual median adjusted gross income of an Income Eligible Household, specifically one hundred twenty percent (120%) for Affordable and one hundred forty percent (140%) for Workforce Affordable. In all cases, the Rents shall not exceed the rental limits published annually by the FHFC for the WPB-Boca Area.

Condominium assessments, special assessments, reserve contributions and other charges imposed by the Condominium Association against a Restricted Unit are obligations of the Restricted Unit Owner, and shall not increase the maximum Rent payable by an Income Eligible Household except to the extent expressly permitted in calculating Rent under applicable CIMD requirements.

Except for common expenses lawfully assessed against all condominium units pursuant to Chapter 718 and the condominium documents, no Market Rate Unit Owner shall have any obligation to subsidize the Rent, operating expenses, income qualification, monitoring costs, compliance costs or other expenses attributable solely to the Restricted Units or the Restricted Unit Owner's obligations under this Declaration.

Section 4.3: Owner Responsible for Income Verification. The Restricted Unit Owner shall be responsible for accepting rental applications for each Affordable Unit and for determining the Adjusted Gross Income of prospective tenants using reasonable efforts to ensure such tenants qualify as an Income Eligible Household. Adjusted Gross Income shall be calculated by annualizing sources of income as the amount of income projected to be received by the household during the next twelve (12) months. The Restricted Unit Owner shall comply with the rental requirements for each Affordable Unit described in Exhibit "B." The Restricted Unit Owner agrees to provide the City with the required documentation related to income determination to ensure compliance with applicable standards. The City reserves the right to review and audit the income determination process on a semi-annual basis to ensure compliance with all applicable standards.

The Restricted Unit Owner shall calculate income by annualizing certified sources of income for the prospective tenant household as the amount of income to be received by the prospective household during the twelve (12) months following the effective date of the determination. Certified sources will be documented based upon the prior year tax return (where applicable) of any and all members of the prospective tenant household, and supplemented by recent pay stubs, bank statements and/or such other similar documentation to reflect current income. In cases

where a prospective tenant is self-employed or does not receive traditional pay stubs, acceptable documentation shall include a projected profit and loss statement prepared by the tenant, covering a minimum of the most recent two months and reflecting reasonable estimates of business income and expenses. The Restricted Unit Owner shall assess all income documentation for consistency and reasonableness, ensuring that fluctuations in reported earnings are supported by verifiable evidence. The prospective tenant shall be required to certify that the projected income and sources of income are complete, true and correct by executing a sworn affidavit to that effect.

The Restricted Unit Owner agrees to provide the City with all requested documentation related to income determination to ensure compliance with applicable standards. The City reserves the right to review and audit the income determination process at its discretion to ensure compliance with all applicable standards; provided, however, that such reviews shall not occur more than twice per calendar year unless the City has reasonable cause to believe that a violation of this Declaration has occurred.

Section 4.4: Affordable Units Must be Comparable in Quality to the Market Rate Units.

Affordable Units shall be intermixed with, and not segregated from, the Market Rate Units in the Project. At all times, the Affordable Units must be equivalent in terms of quality, features and number of bedrooms to the Market Rate Units. Income Eligible Households shall not be excluded from using common area amenities within the Project or charged additional fees for access to these amenities. Affordable Unit tenants shall not be charged additional mandatory fees for essential services or amenities necessary for basic occupancy, such as elevator use, water and sewage, trash collection, garbage disposal, or other essential building functions. Any mandatory fees for essential services must be uniformly applied to all units, regardless of designation as Affordable or Market Rate Units, and must be fully disclosed in advance in the lease and rental application process. The only fees that may be charged to Income Eligible Households are voluntary optional fees, such as pet fees or storage fees, which are chosen at the tenant's discretion. These optional fees must not include charges for essential services or amenities necessary for basic occupancy.

Section 4.5: Distribution of Affordable Units. Affordable Units and Market Rate Units shall be located within the condominium, and shall be distributed as set forth on the Approved Site Plan. Access to Affordable Units shall be provided through the same principal entrance(s) as those providing access to Market Rate Units; provided, however, that townhouse-style Affordable Units may each have their own entrance. Additionally, the distribution of unit types (based on the number of bedrooms) among Affordable Units provided shall be approximately proportional to the distribution of unit types among Market Rate Units. For purposes herein, the type of Dwelling Unit shall mean the number of bedrooms in such Dwelling Unit. For purposes herein, "approximately proportional" shall mean that the percentage of each type of unit among the Affordable Units, shall be within five (5) percentage points of the percentage of each type of Market Rate Units. Provided, however, that if the total number of Affordable Units is such that five percent (5%) results in less than a full Dwelling Unit, then "approximately proportional" shall mean a difference of one (1) Dwelling Unit.

Section 4.6: Changes in Income Eligibility After Initial Affordable Unit Occupancy. The Restricted Unit Owner shall be required to recertify Income Eligible Households between ninety (90) days prior to the expiration of a lease and the actual expiration of the lease. If a household is determined, through the annual income certification process, to no longer be an Income Eligible Household, then the Restricted Unit Owner, in consultation with the tenant, shall:

a. Allow the household that is no longer an Income Eligible Household a 1-year grace period during which they may continue to reside in the unit at the Affordable Rent, as applicable, but then must move out.

Section 4.7: Limitations on Fees and Deposits. The Restricted Unit Owner shall limit the amounts charged for security deposits, rental application fees, and any other similar fees for Affordable Units. The maximum allowable fees for these units shall be:

a. Security Deposits: The security deposit for Affordable Units shall not exceed one month's Rent, as defined in Section 2(k).

b. Rental Application Fees: The rental application fee for Affordable Units shall not exceed the actual cost of processing the application and, in no case, shall exceed one hundred fifty dollars (\$150.00) per application. This amount may be adjusted periodically in accordance with the Consumer Price Index (CPI) or another mutually agreed-upon index that reflects cost increases.

c. Other Fees: Any other fees related to the rental of Affordable Units, such as administrative fees, move-in fees, or any similar charges, shall be reasonable and not exceed the actual cost incurred by the Restricted Unit Owner in providing the service.

The Restricted Unit Owner and/or the Condominium Association, as applicable, shall provide a written schedule of all fees to the City upon request, and shall not charge any additional fees to Income Eligible Households occupying Affordable Units except as provided in this Section. The provisions of this Section shall not be construed to prevent the Restricted Unit Owner or Condominium Association from imposing and collecting penalties from tenants for violations of any rules, provided that any such rules and penalties are applied in the same manner to tenants of Affordable Units as to tenants of Market Rate Units.

Section 4.8: No Conflict of Interest. No Affordable Unit shall be occupied by the Restricted Unit Owner, or any person related to or affiliated with the Restricted Unit Owner, operator, or any agent of the Restricted Unit Owner, except in cases where an employee of the Restricted Unit Owner, operator, or any agent of the Restricted Unit Owner, such as a building superintendent, property manager, or other employee, qualifies as an Income Eligible Household and resides in a unit.

ARTICLE 5

COMPLIANCE MONITORING

Section 5.1: Required Recordkeeping. The Restricted Unit Owner shall maintain complete and accurate records of income and other relevant documentation for each Income Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least five (5) full fiscal years following the end of each tenant's occupancy or the termination of their lease agreement, whichever is later. In addition, records must be kept for a minimum of five (5) years after the expiration of the Affordability Period for the Project.

At a minimum, the Restricted Unit Owner shall maintain the following records for each occupied Affordable Unit:

a. A complete application for tenancy for each Income Eligible Household, including the names of all household members, proof of identity, and documentation of employment (if

employed), and income for each household member, as well as documentation of assets that generate income;

b. A copy of the lease agreement listing the term of tenancy, the Rent, and the identity of each tenant residing in the Affordable Unit;

c. A copy of the utility deduction calculation determination (including the schedule used for calculation, as provided by HUD utility allowance schedules, which reflect typical utility consumption and cost estimates for similar housing types in the region, or as otherwise directed by applicable HUD guidance). This determination does not require a unique calculation of utility allowances for each individual unit or property but rather follows a standardized methodology based on published schedules. In the alternative, a report based on an Energy Consumption Model ("ECM") may be used when prepared by a third-party vendor, subject to review and determination by the City that the proposed methodology is reasonable;

d. Written verification from the Restricted Unit Owner that the household qualifies as an Income Eligible Household; and

e. Verification that the Rent for the Income Eligible Household is Affordable, including documentation of the income calculation and the resulting rent limit based on that calculation.

Section 5.2: Compliance Reporting. Throughout the duration of this Declaration, the Restricted Unit Owner shall provide an annual Compliance Report to the City's Development Services Department by January 30th of each year (for the prior calendar year). The Compliance Report shall provide the following information for each Affordable Unit: (a) the unit address; (b) a location map of the Affordable Units, including unit size by building and exterior photographs, which locations may change over time in accordance with the flexibility allowed by Section 4.1; (c) the number of occupants residing in each Affordable Unit; (d) the Adjusted Gross Income of the household residing in each Affordable Unit; (e) the maximum monthly Rent allowable, and the actual Rent charged, for each Affordable Unit; (f) any optional fees; (g) the calculated utility deduction; and (h) any other information requested by the City, in its reasonable discretion, to ensure compliance with the Approved Site Plan, this Declaration and Chapter 28, Article XV, Division 15, Code of Ordinances.

ARTICLE 6

ENFORCEMENT AND REMEDIES

If the Restricted Unit Owner violates any of the terms, conditions, restrictions, warranties, covenants, obligations, or duties set forth in this Declaration, and such violation or breach remains uncured for a period of 30 days after the City provides written notice thereof, the City shall be entitled, in its sole discretion, to any or all of the remedies described below:

a. If the City determines that the Restricted Unit Owner has commenced corrective action in good faith and continues to diligently pursue such correction, and if the breach cannot be corrected within the initial 30 day period, the City may, at its reasonable discretion, allow the Restricted Unit Owner an additional reasonable period of time to cure the breach. The City's discretion to grant such extensions shall not be unreasonably withheld, conditioned, or delayed, provided the Restricted Unit Owner demonstrates substantial progress toward curing the breach and communicates regularly with the City regarding the status of corrective actions. The City's decision to grant an extension does not waive its right to pursue any other remedies under this Declaration.

b. The City may initiate code enforcement action and impose fines up to the maximum permitted pursuant to the City of Boca Raton Code of Ordinances and applicable state law, including fines for repeat violations.

c. The City may institute and prosecute any proceeding at law or in equity to abate, prevent, enjoin, or correct any such violation or attempted violation and to compel specific performance of this Declaration, including, but not limited to, requiring the Restricted Unit Owner to offer Affordable Units to Income Eligible Households, and, where applicable, ensure that such units are actually rented to qualifying tenants in accordance with this Declaration.

d. The City may, at its sole discretion, require the Restricted Unit Owner to submit Compliance Reports more frequently than otherwise specified in Section 5.2 hereof, as deemed necessary to ensure adherence to this Declaration.

e. Should the City determine that a violation or breach requires additional monitoring of the Project, the City, in its sole discretion, may require the Restricted Unit Owner to pay to the City a compliance monitoring fee to cover the costs of such supplemental monitoring. The City shall issue written fee statements to the Restricted Unit Owner which shall be paid by the Restricted Unit Owner within thirty (30) days of receipt. Any fees not paid within the thirty (30) day period shall accrue interest at the then-lawful rate, until paid in full.

f. In the event the City determines that the Restricted Unit Owner has been in breach of this Declaration for greater than thirty (30) consecutive days and has not been granted an extension of time to cure the breach as described herein, the Affordability Period shall be automatically extended for the duration of such breach, as determined by the City. If the City grants the Restricted Unit Owner an additional period to cure the breach pursuant to the provisions of this Declaration, the automatic extension of the Affordability Period shall only apply if the breach remains uncured after the expiration of the extended cure period. Such automatic extensions shall be cumulative, such that each breach greater than thirty (30) consecutive days shall result in a further automatic extension to the Affordability Period.

g. Any failure of the City to enforce this Declaration with respect to a particular violation shall not be deemed a waiver of the right to enforce the same or any other provision of this Declaration at any time, whether with respect to the same violation or a subsequent violation.

ARTICLE 7

COVENANTS RUN WITH THE LAND

Section 7.1: Covenants Appurtenant to the Land. All conditions, covenants, and restrictions (and all terms and provisions) contained in this Declaration shall be covenants appurtenant to the Restricted Units, and shall be binding upon the Restricted Units and any portion thereof, to the fullest extent permitted by law and equity, for the duration of the Affordability Period, as set forth in Article 3, and shall remain in effect until the expiration of this Declaration, as provided in Article 8, including any extensions pursuant to Article 6. These covenants shall benefit and be enforceable by the City, its successors, and assigns, against the Restricted Unit Owner, its successors and assigns, and any party having any right, title, or interest in the Restricted Units or any portion thereof, as well as any party in possession of or occupying the Property or any portion thereof. If a portion or portions of the Restricted Units are conveyed, mortgaged, or otherwise encumbered by any lien or security interest, all of such covenants, conditions, and restrictions contained herein shall continue to apply to each portion of the Restricted Units.

Section 7.2: Notice of Transfer of Ownership. In the event of a sale or transfer of ownership of the Restricted Units, Restricted Unit Owner agrees to provide written notice within seven (7) days of the transfer to the City, including the contact information of the new Owner. The new Owner shall be bound by all terms, conditions, covenants, and restrictions of this Declaration. Nothing herein provides the City with the ability to prevent or in any way impair the Restricted Unit Owner's right to sell or otherwise transfer any interest in the Restricted Units.

ARTICLE 8

RECORDATION, EFFECTIVE DATE, AND DURATION

Section 8.1: Recordation. This Declaration shall be recorded in the Official Records of Palm Beach County, Florida at the Owner's expense. The Owner shall ensure that the recording is completed promptly after the full execution of this Declaration. Owner shall provide a copy of the recorded instrument to the City within five (5) days of recordation.

Section 8.2: Effective Date. This Declaration shall become effective upon execution by both the Owner and the City. In no event shall this Declaration become effective until at least ten (10) days after the adoption of the resolution by the City Council authorizing its execution by the City.

Section 8.3: Duration. This Declaration, including all covenants, conditions and restrictions set forth herein shall, run with the Property and remain in full force and effect until the expiration of one (1) year after the end of the Affordability Period, as determined herein, including any extensions pursuant to Article 6. In no event, however, shall this Declaration terminate less than 30 years from the date on which the Certificate of Occupancy has been issued for all Affordable Units in the Project, regardless of any earlier termination of other provisions.

ARTICLE 9

AMENDMENT

This Declaration, including any covenants, conditions, and restrictions contained herein, may not be amended, released, or terminated without the prior written consent of the City Manager of the City of Boca Raton. Any such amendment, release, or termination of this Declaration shall be recorded in the Official Records of Palm Beach County, Florida, at the Owner's expense.

ARTICLE 10

GENERAL CONDITIONS

Section 10.1: Severability. Invalidity of any of the provisions contained in this Declaration or of the application of any of the provisions contained in this Declaration to any person by judgment or court order shall in no way affect any of the other provisions of this Declaration or the application of this Declaration to any other person and the same shall remain in full force and effect.

Section 10.2: Third Party Beneficiary. The City and the Owner are signatories to this Declaration and possess the full legal authority to enforce all terms and conditions set forth herein. Tenants and occupants of Affordable Units shall be considered third-party beneficiaries of this Declaration solely for the purpose of enforcing provisions that directly affect their occupancy and the affordability requirements, but only against the Owner and not the City. No other person or entity shall be considered a third-party beneficiary of this Declaration or have any rights to enforce its provisions.

Section 10.3: Binding Effect. This Declaration shall be binding upon, and inure to the benefit of the Owner, the City, and any future owners of the Property or any portion thereof, including their respective successors and assigns (which shall include, but shall not be limited to, any Restricted Unit Owner as a successor to the Owner).

Section 10.4: Limitations. Nothing contained in this Declaration shall, in any way, be deemed to create any rights, benefits or obligations other than those expressly set forth in this Declaration. The provisions of this Declaration are intended solely for the benefit of the Restricted Unit Owner, the City (without prejudice to any other legal rights or remedies available to the City), tenants or occupants of Affordable Units (solely for the purposes and to the extent set forth in Section 10.2), and any future owner(s) of the Property or a portion thereof.

Section 10.5: Public Records. The City is a public agency subject to Chapter 119, Florida Statutes. If any records held by the Owner, or the Restricted Unit Owner, constitute public records as defined by Chapter 119, Florida Statutes, the Owner or Restricted Unit Owner, as applicable, shall comply with Chapter 119 with respect to those records. Additionally, any records provided to the City, whether required under this Declaration or submitted voluntarily, shall also be subject to the provisions of Chapter 119, Florida Statutes.

Section 10.6: Indemnification. The Owner and the Restricted Unit Owner agree to indemnify and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including attorney's fees, arising from any action or enforcement related to the terms of this Declaration, including claims by Income Eligible Households seeking access to Affordable Units. This indemnification shall survive the termination of this Declaration.

ARTICLE 11 **NOTICE**

All notices which may be given pursuant to this Declaration shall be in writing and shall be delivered by personal service or by certified mail return receipt requested, or by email with telephonic confirmation, addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Notices related to the sale or transfer of the Property, as specified in Section 7.2, must comply with the additional provisions therein.

[Owner Notice Information to be added on project basis]

City of Boca Raton
Land Records
201 West Palmetto Park Road
Boca Raton, Florida 33432

With copies to:
City Attorney's Office
201 West Palmetto Park Road

The Owner or the City may from time to time designate any other address for this purpose by written notice to the other party.

ARTICLE 12 **OWNER'S REPRESENTATIONS**

Owner represents to the City that the Owner is a [insert state] [insert corporate entity type] in good standing, duly formed and validly existing, qualified to do business in Florida, with full power and authority to enter into this Declaration. The execution of this Declaration by the Owner has been validly authorized, and as of the date of execution, this Declaration is a valid and binding obligation of the Owner, enforceable in accordance with its terms. The individual signing this Declaration is an authorized officer of the Owner and has full power and authority to execute and deliver this Declaration on behalf of the Owner and to cause the Owner to perform its obligations under this Declaration. The Owner has no actual knowledge of any fact or circumstance that would prevent the Owner from performing in accordance with this Declaration. Moreover, the Owner represents and warrants that all holders of any mortgages, liens, or other encumbrances against the Property, as well as any parties with rights to purchase the Property, have executed a Joinder, Consent, and Subordination attached hereto.

[Intentionally Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the Owner has duly executed this Declaration this ____ day of _____, 202__.

Signed, Sealed, and Delivered
in the presence of:

Witness Signature Date

Print Name

Witness Signature Date

Print Name

OWNER

By: Date

Print Name

Position

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of __ physical presence or __ online notarization this ____ day of _____, 202__ by _____ who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

[Notary Seal]

Notary Public, State of Florida

Printed Name

My Commission Expires:

[Intentionally Blank; City Signature Page to Follow]

Accepted by:
CITY OF BOCA RATON,
a Florida municipal corporation

By: _____
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 202__ 4 by ~~George S. Brown~~ Mark Sohaney, as City Manager of the City of Boca Raton, Florida, who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

Notary Public, State of Florida

My Commission Expires:

(Seal/Stamp)

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the Property, and that the undersigned hereby joins in and consents to the Declaration of Covenants and Restrictions by the Owner thereof and agrees that its mortgage, lien or other encumbrance and any and all interest(s) thereunder, which is recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing Declaration.

Signed, Sealed, and Delivered in the presence of:

Witness Signature _____ Date _____

Print Name _____

Witness Signature _____ Date _____

Print Name _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 202__ by who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

[Notary Seal]

Notary Public, State of Florida

Printed Name _____

My Commission Expires: _____

Exhibit "A"

Legal Description of the Property

EXHIBIT "B"

Tenant Information and Affordability Calculation Requirements

The Restricted Unit Owner must collect the names and ages, total annual income, and number of household members of tenants in Affordable Units. Additionally, the Restricted Unit Owner must determine the Rent for each Affordable Unit, which shall not exceed the rent limits, adjusted by the number of bedrooms in the unit and by household size, as published periodically by FHFC for the WPB-Boca Area in accordance with Section 420.0004, Florida Statutes.

Since utility costs are part of the rent affordability calculation as defined in Section 420.0004, Florida Statutes, the Restricted Unit Owner must determine and apply a "utility deduction" for the affordable units, as applicable. The Restricted Unit Owner shall calculate the utility deduction as specified in Section 5.1(c) of this Declaration (the utility deduction does not need to be calculated for each individual unit). This information must be provided to the City at initial lease-up, and triennially thereafter for all occupied affordable units.

Restricted Unit Owner shall determine triennially the utility calculation deduction amounts (for those utilities not included in the monthly Rent) for each type of Affordable Units based on quantifiable or analyzed data to be the accurate representation of monthly utilities for the specified leased unit.

Project Monitoring

Monitoring Master File: The Restricted Unit Owner shall maintain a master file on the CMID project. This includes a copy of the Restrictive Covenant, all reports provided to the City by the Restricted Unit Owner that detail tenant eligibility, unit affordability, and all monitoring reports that may apply to the project, including other agencies, if any.

Monitoring Fee: The Restricted Unit Owner is required to pay a monitoring fee per monitored Affordable Unit, which monitoring fee shall be an amount adopted in the City's Municipal Facilities and User Fee Schedule. The fee must be paid thirty (30) days before the scheduled date of the City's monitoring.

Documentation from Restricted Unit Owner: The City will notify the Restricted Unit Owner about the monitoring visit at least sixty (60) days in advance. No less than thirty (30) days prior to this monitoring, the Restricted Unit Owner must provide the following, but not limited to:

- Documentation of income eligibility determination in accordance with 24 CFR Part 5 for each Income Eligible Household in an Affordable Unit.
- A completed initial and renewal certification of income eligibility for each Income Eligible Household in an Affordable Unit using the attached tenant income certification (TIC) form and including required documentation of household income and assets that generate income.
- The current lease for each Income Eligible Household occupying an Affordable Unit.
- Documentation that the tenant Rent (less utility allowance) is either Affordable, as applicable, and does not exceed the Affordable rent limits published periodically by the FHFC.
- Documentation that the Income Eligible Household's Rent has appropriately included the applicable utility allowance amount.
- Documentation on recent inspection history of the Affordable Unit. Where none exist, the City may exercise the option to perform inspections thereof.

Monitoring Sampling Size: the City, at its discretion, shall select a sample of no less than fifty percent of the affordable residential units for income eligibility and rent affordability compliance.

Frequency of Monitoring: the City at its discretion, shall determine the monitoring frequency of the Project to ensure compliance with the affordability requirements. At a minimum, this will occur at lease-up, and every three years thereafter.

Noncompliance

The City will provide a monitoring report to the Restricted Unit Owner documenting compliance or noncompliance. Where noncompliance is noted, the report will identify and provide directions for corrective action to be taken by the Restricted Unit Owner within a specified timeframe.

Addressing Types of Affordability Noncompliance:

- Household income of an occupied affordable unit is not in compliance with Section 420.0004, Florida Statutes: Where an Affordable Unit is deemed in noncompliance as the result of incorrect income calculations or where the income of the household exceeds the applicable income limit defined in pursuant to this Declaration, the Restricted Unit Owner must substitute the unit.
- Household income of an occupied Affordable Unit increases above the applicable Income Eligible Household limits: Once a household in a current Affordable Unit experiences an increase in household income that exceeds one hundred twenty percent (120%) of the area median income as published by the FHFC, occupancy of the tenant shall be governed by Section 4.5 of this covenant.
- Income calculations are incorrect, but the household is still income eligible: Correct the tenant income certification form to show accurate information about household income. Restricted Unit Owner shall obtain technical assistance on the specifics of why the calculations were incorrectly done and mandate general income calculation training for the Restricted Unit Owner staff.
- Rent is too high: If Rent, including the utility allowance, for an Affordable Unit is discovered to exceed the definition of Affordable, as applicable, including the utility allowance, the Restricted Unit Owner must refund the amount of the overpayment to the tenant within thirty (30) days. Alternatively, and if acceptable to the Tenant, the amount that exceeded all past Rent payments may be addressed by reducing the Rent in future months, within the current lease period, in an amount equal to the overpayment. The repayment method shall be documented in writing.
- Unit(s) are substandard: If Affordable Units are deemed or found to be Substandard Units, the Restricted Unit Owner shall, within fifteen (15) days' notice, make repairs to bring the unit into compliance or relocate the Income Eligible Household to another residential unit that is in compliant condition if necessary. The Restricted Unit Owner shall pay or compensate the Income Eligible Household the cost of such relocation pertaining to vacating and/or returning to the unit. Any relocation arrangements shall be in writing and shall include the relocation terms and conditions, schedule and payment amount.

**TENANT APPLICATION FOR
AFFORDABLE/WORKFORCE HOUSING AT: INSERT PROJECT NAME**

Head of Household Name:			
Phone:			
Street Address:			
City:		State/Zip:	
Mailing Address:			
City:		State/Zip:	

Household Members:

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

Co-Applicant or any other household member, age 18 or older, a full-time student?

If yes, please list: _____

Employment Information:

Employee Name:	Employer Name:		
Position:	Supervisor:		
Address/Phone:		Time Employed:	
Pay Rate:		Pay Frequency:	
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$			
Employee Name:	Employer Name:		
Position:	Supervisor:		
Address/Phone:		Time Employed:	
Pay Rate:		Pay Frequency:	
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$			

NOTE: Attach additional sheets as necessary for all household members 18 years and over

Other Sources of Income (For ALL Household Members 18 and Over, List Business or Rental Net Income, earned income, Child Support, Alimony, Social Security, Unemployment or Workers Compensation, etc.)

Member Name	Type of Income	Gross Annual Amount

Assets and Asset Income (For ALL Household Members, Including Minors, List Checking and Savings Accounts, Virtual Currencies, CD, Bonds, Stocks, Equity in Properties, etc.)

Type of Asset	Asset Value	Account Number	Income from Asset

Applicant Certifications and Authorizations for Release of Information:

- I/we understand that section 817.03 of the Florida Statutes provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under sections 775.082 or 775.083 of the Florida Statutes.
- I/we further understand that any willful misstatement of information will be grounds for disqualification.
- I/we certify that the application information provided is true and complete to the best of my/our knowledge.
- I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for an Affordable Unit or Workforce Unit.
- I/we hereby authorize the release of information without liability regarding my/our employment, income, and/or assets to _____, for the purposes of verifying the information provided as part of this application.
- I/we understand that this information may include, but is not limited to, employment history, hours worked, salary and payment frequency, commissions, bonuses, checking/savings account balances, Social Security benefits, pensions, disability, and other forms of income or assets.
- Organizations and individuals that may be asked to provide verification include, but are not limited to: Past/Present Employers, Banks/Financial Institutions, State Unemployment Agencies, Social Security Administration, Welfare Agencies, Alimony/Child Support Providers, Veterans Administration, and others.
- I/we agree that a photocopy of this authorization may be used for the purposes stated above. I/we understand that I/we have the right to review this file and correct any information found to be inaccurate.
- I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record.
- Note - This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, "Request for Copy of Tax Return," and prepare and sign separately.

Signatures:

Applicant: _____ Date: _____

Co-Applicant: _____ Date: _____

Household Member (18 or Over): _____ Date: _____

Household Member (18 or Over): _____ Date: _____

Household Member (18 or Over): _____ Date: _____

Household Member (18 or Over): _____ Date: _____

**TENANT INCOME CERTIFICATION FOR
AFFORDABLE/WORKFORCE HOUSING AT: INSERT PROJECT NAME**

A. Tenant Information (select one)

_____ First Year Tenant

Lease Date: _____

☐ Existing Tenant
 Initial Lease Date:

B. Certification Information (select one)

☐ Initial Certification (IC)
 Effective Date:

☐ Renewal Certification (RC)
 Effective Date:

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1		HEAD	
2			
3			
4			
5			
6			
7			
8			

D. Assets: All household members including assets owned by minors

Member	Asset Description	Cash Value	Actual Income from Asset
1			
2			
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets D(a)		\$	
Total Income from Assets D(b)			\$
If line D(a) is greater than \$50,000, add the actual income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated by multiplying the amount of assets where actual income cannot be calculated by the HUD rate (.40%). Add amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.		D(c)	\$

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

Member					Asset Income
1					Enter the greater of box D(b) or box D(c) above in box E(e) below
2					
3					
4					
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals					
Enter total of items E(a) through E(e). This is the annual household income.					\$

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. 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 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.

_____	Date	_____
Signature of Head of Household		
_____	Date	_____
Signature of Spouse or Co-Head of Household		
_____	Date	_____
Signature of Household Member (over 18 years)		
_____	Date	_____
Signature of Household Member (over 18 years)		
_____	Date	_____
Signature of Household Member (over 18 years)		
_____	Date	_____
Signature of Household Member (over 18 years)		

G. **Property Management Staff Statement:** Based on the representations herein, and upon the proofs and documentation submitted, the family or individual(s) named in item C of this Resident Income Certification is/are eligible, the family or individual(s) constitute(s) a: (check one)

Moderate Income (MI) Household means individuals or families whose annual income is less than 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: _____

121% - 140% Household means individuals or 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 **INSERT YEAR** income limits for West Palm Beach-Boca Raton, Florida HMFA published by the Florida Housing Finance Corporation.

Current Income and Rent Limits Chart

Include the income and rent limits chart annually generated by the Florida Housing Finance Corporations for its rental programs, found here: <https://www.floridahousing.org/Owners-and-managers/compliance/income-limits>. This document is often updated in April or May, but can be released at any time during throughout the year. Restricted Unit Owner is solely responsible for obtaining and using the correct income and rent limits.

Signature of the Restricted Unit Owner Staff:

Signature _____

Date _____

Name _____

Title _____

PROJECT NAME Household Income and Rent Calculations Worksheet

Client Name: _____

Client Unique ID: _____

Lease Term: _____

Unit Bedroom Count: _____

Calculation Date: _____

Check Applicable Box: ☐ Initial Calculation

☐ Recertification Calculation

1)

TENANT RENT CALCULATION

a. Annual Gross Income for Entire Household. (From the executed Income Certification Form)

\$0

b. Monthly Gross Income for Entire Household. (From Line 1a divided by 12)

\$0

c. FHFC Designated Maximum Fair Market Rent.

\$0

d. Total Monthly Contract Rent Amount.

\$0

2)

UTILITY ALLOWANCE PER PROGRAM GUIDELINES. (As applicable) Complete Line 24 ONLY if tenant is required to pay for utilities directly to any utility company, and utilities are NOT paid by the landlord as part of the total contract rent amount. A Utility Allowance is a credit, based on a local estimation of utility costs for the unit size and type, intended to lower the client's rent portion in order for them to pay the utilities for which they are responsible. NO additional utility assistance may be provided to the tenant.

\$0

3)

OPTIONAL LEASE CHARGES: (If applicable) These are charges the tenant agrees to pay in addition to their base lease amount. They may include pet fees, additional parking spots or other voluntary fees.

a. Pet Fee

\$0

b. Additional Parking Spot

\$0

c. Other (Please List):

\$0

d. Other (Please List):

\$0

e. Total Optional Charges. (Total of lines 3a through 3d)

\$0

4)

TENANT RENT TO LANDLORD. (Line 1e plus 3e, minus Line 2)

\$0

Tenant Income and Rent Calculation Worksheet Signatures

Tenant Signature: _____

Date: _____

Staff Signature: _____

Date: _____

PREPARED BY AND RETURN TO:

RECORD AND RETURN TO:
Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AFFORDABLE RENTAL HOUSING WITHIN A CONDOMINIUM IN
COMMERCIAL INDUSTRIAL MULTIFAMILY DEVELOPMENT (CIMD)**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this _____ day of _____, 2026, by _____, a _____, whose mailing address is _____, ("Owner"), and accepted by the City of Boca Raton, a municipal corporation of the State of Florida, whose mailing address is 201 W. Palmetto Park Road, Boca Raton, FL 33432 ("City").

RECITALS

WHEREAS, pursuant to Section 166.04151(6), Florida Statutes, and Chapter 28, Article XV, Division 15, Code of Ordinances ("City Code"), the development of multifamily and/or mixed-use multifamily projects in certain commercial and industrial zoning districts may be authorized provided that such projects include a minimum of ten percent (10%) of the total number of units as Affordable housing (referred to as "Commercial Industrial Multifamily Development" or "CIMD") and provided they meet specified criteria;

WHEREAS, CIMDs are required to maintain housing units that are "Affordable" for a period of at least 30 years;

WHEREAS, the term "Affordable" is as defined in City Code Section 28-1642(1)(b) and Florida Statutes Section 420.0004, as it exists as of the date of approval of this Declaration;

WHEREAS, Owner is the holder of all of the _____ acres of real property generally located at in the City of Boca Raton, Palm Beach County, Florida, that is to be developed as a CIMD, which property is legally described in Exhibit "A," attached hereto and incorporated herein by reference, hereinafter referred to as the "Property," including all or any portion thereof, and any improvements, structures, or developments thereon;

WHEREAS, the Property is located in the _____ (_____) zoning district, with a Comprehensive Plan Future Land Use Designation of Planned Mobility;

WHEREAS, on _____, 202__, the City Council of the City of Boca Raton approved Resolution No. _____ (the "Approved Site Plan"), authorizing the development of the Property as a CIMD project (the "Project");

WHEREAS, in compliance with Chapter 28, Article XV, Division 15 of the City Code, Owner has agreed to restrict a portion of the total number of residential Dwelling Units to be developed on the Property as Affordable Units as specified on the Approved Site Plan;

WHEREAS, Owner intends to submit the residential portion of the Project to the condominium form of ownership pursuant to Chapter 718, Florida Statutes, and intends that Market Rate Units may be separately conveyed to third-party purchasers;

WHEREAS, notwithstanding the condominium form of ownership, Owner has agreed that the condominium units specifically identified on Exhibit "C" shall constitute the Affordable Units required for the Project, and shall be retained by Owner, as the Restricted Unit Owner (as hereinafter defined), and made available exclusively for rental occupancy in accordance with this Declaration throughout the Affordability Period;

WHEREAS, to maintain compliance with Chapter 28, Article XV, Division 15, Code of Ordinances, the City and the Owner wish to ensure that the Affordable Units, as specified on the Approved Site Plan, are maintained as required herein for a period of not less than 30 years, regardless of any subsequent changes in ownership of the Property, including any subsequent transfers, conveyances, assignments, foreclosures, or other dispositions of the Property or any portion thereof;

NOW, THEREFORE, Owner hereby declares that the Property, shall be owned, held, transferred, sold, conveyed, used, occupied, and improved subject to the covenants and restrictions created or provided by this Declaration.

ARTICLE 1 **RECITALS**

The recitals set forth above are true and correct and incorporated into this Declaration by reference.

ARTICLE 2 **DEFINITIONS**

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. *"Adjusted Gross Income"* means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Income Eligible Household, and any other resources and benefits considered to be income pursuant to 24 CFR 5.609, adjusted for family size, less deductions allowable under 26 US Code Section 62, each as may be amended from time to time.

b. *"Affordable"* means that monthly Rents, including utilities, for Affordable Units do not exceed 30 percent of the annual median Adjusted Gross Income for an Income Eligible Household, specifically for households earning 120% of the area median income, adjusted for

family size. Rent, as defined herein, for Affordable Units shall not exceed the rent limits, adjusted by the number of bedrooms in unit and by household size, as published periodically by Florida Housing Finance Corporation ("FHFC") Multifamily Rental program for the WPB-Boca Area.

c. "*Affordable Unit*" or "*Affordable Units*" means those Dwelling Units that are designated as Affordable for occupancy by an Income Eligible Household (as defined hereinafter). The income eligibility and rent limits for Affordable Units shall be based on the most current annual median income figures as published by the FHFC for the WPB-Boca Area.

d. "*Affordability Period*" means the period, as set forth in Article 4 hereof, during which designated Affordable Units must remain Affordable to Income Eligible Households.

e. "*Condominium Association*" shall mean the association of all of the Dwelling Units in the Property.

f. "*Dwelling Units*" means all residential units within the Project, including Affordable Units and Market Rate Units. The Project is approved for _____ Dwelling Units, of which _____ shall be designated as Affordable Units, as specified in the Approved Site Plan.

g. "*Income Eligible Household*" means a household whose total annual adjusted gross household income is 120% or less of the area median annual Adjusted Gross Income (as posted by the FHFC for households within the WPB-Boca Area), based on the most current annual figures available at the time of lease signing or renewal.

h. "*Market Rate Units*" means Dwelling Units within the Project that are not designated as Affordable Units.

i. "*Market Rate Unit Owners*" means an owner of a condominium not designated as a Restricted Unit. A Market Rate Unit Owner shall not constitute an "Owner" or "Restricted Unit Owner" for purposes of the affordability, leasing, income certification, reporting, monitoring or other affirmative obligations imposed by the Declaration solely by reason of owning a Market Rate Unit.

k. "*Rent*" means the monthly amount(s) or other payment amount(s) outlined in an executed lease agreement, rental arrangement (written or verbal), or temporary occupancy agreement, that are required due from tenant. In the case of Affordable Units, the term "Rent" shall include the utility allowance as specified Article 5, Section 5.1(c) and Exhibit "B" of this Declaration. "Rent" shall not include charges for essential services or amenities necessary for basic occupancy, such as elevator use, water and sewage, trash collection, garbage disposal, or other essential building functions, which shall be provided to tenants without additional mandatory fees. Any mandatory fees for essential services must be uniformly applied to all units, regardless of designation as Affordable or Market Rate, and must be fully disclosed in advance in the lease and rental application process. Voluntary optional fees, such as pet fees, storage fees, or reserved parking fees, which are chosen at the tenant's discretion, may be charged separately and are not included in the calculation of "Rent."

l. "*Restricted Unit*" means any unit that is not a Market Rate Unit and is an Affordable Unit and subject to this Declaration.

m. "*Restricted Unit Owner*" means the record owner from time to time of one or more of the Restricted Units, and shall include any agent of the Restricted Unit Owner with respect to

the Property or the Project, including but not necessarily limited to any property manager or designated leasing agent, as well as all successors, assignees, transferees, beneficial and equitable owners of the Property or any portion thereof.

n. "Substandard Unit" means:

1) Any unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants;

2) A unit which is in violation of one or more major sections of an applicable housing code, such as the International Property Maintenance Code (IPMC) or local building and safety codes, or where such violation poses a serious threat to the health of the occupant; or

3) A unit that has been declared unfit for human habitation but that could be rehabilitated for less than 50% of the property value.

o. "WPB-Boca Area" means the West Palm Beach-Boca Raton U.S. Department of Housing and Urban Development ("HUD") Metro Fair Market Area (HMFA) in Palm Beach County.

ARTICLE 3

AFFORDABILITY PERIOD

The Affordability Period for Affordable Units shall commence upon the issuance of the first certificate of occupancy for the Project that authorizes the occupation of any Affordable Units. However, the Affordability Period for all Affordable Units in the Project shall collectively end no sooner than 30 years from the date of issuance of the final certificate of occupancy for the Project. The Affordability Period shall apply uniformly to all Affordable Units within the Project, ensuring that no unit is subject to a shorter Affordability Period than 30 years from the issuance of the final certificate of occupancy. Provided, however, that the Affordability Period may be extended beyond the initial 30 years pursuant to the provisions set forth in Article 6 of this Declaration. The Affordability Period shall remain in effect until this Declaration is released with written authorization from the City, but not earlier than 30 years from the issuance of the final certificate of occupancy.

ARTICLE 4

USE AND OCCUPANCY OF THE PROPERTY

The Restricted Unit Owner shall comply with the following restrictions regarding the use and occupancy of the Property for the duration of the Affordability Period. As set forth in Article 7, these covenants shall be appurtenant to the Restricted Units until the end of the Affordability Period and shall be binding on all parties and persons with any legal, beneficial, or equitable interest in all or any portion of the Property under this Declaration.

Section 4.1: Use of Property. The Owner shall develop and maintain the Project as specified on the Approved Site Plan. The Restricted Unit Owner shall continuously maintain the Restricted Units as rental units, and shall make such units available for rental exclusively to Income Eligible Households and in no event shall any Affordable Unit be leased to any tenant that is not an Income Eligible Household for an Affordable Unit. No amendments to the Approved Site Plan resulting in a reduction in the number of Affordable Units, as specified on the Approved Site Plan, shall be permitted without an amendment to both the Approved Site Plan and this Declaration. Such amendments must be approved in accordance with the City Code provisions

governing amendments to CIMD projects. In the event that only a portion of the total number of Dwelling Units in the Project are available for occupancy, then the required Affordable Units shall be made available to Income Eligible Households proportionally, ensuring that these units are not withheld or delayed in leasing compared to Market Rate Units; (i.e., at each phase of occupancy, if applicable, the percentage of Affordable Units made available shall be at least equal to their designated percentage of the total Project, ensuring that the ratio of Affordable Units to Market Rate Units remains consistent throughout the leasing process). The Restricted Unit Owner shall comply with the requirements of the Fair Housing Act as well as all applicable federal, state, and local laws and regulations governing fair housing, non-discrimination, and tenant rights in the management and leasing of the Project.

The issuance of certificates of occupancy and commencement of sales or closings of Market Rate Units shall not be structured so as to materially defer the availability for occupancy of the Restricted Units. Restricted Units shall be completed and made available for qualifying tenants substantially proportionately with the completion and availability of comparable Market Rate Units.

Section 4.2: Affordable Rents. Rents (less the calculated utility allowance) for all Affordable Units shall not exceed thirty percent (30%) of the annual median adjusted gross income of an Income Eligible Household, specifically one hundred twenty percent (120%) for Affordable and one hundred forty percent (140%) for Workforce Affordable. In all cases, the Rents shall not exceed the rental limits published annually by the FHFC for the WPB-Boca Area.

Condominium assessments, special assessments, reserve contributions and other charges imposed by the Condominium Association against a Restricted Unit are obligations of the Restricted Unit Owner, and shall not increase the maximum Rent payable by an Income Eligible Household except to the extent expressly permitted in calculating Rent under applicable CIMD requirements.

Except for common expenses lawfully assessed against all condominium units pursuant to Chapter 718 and the condominium documents, no Market Rate Unit Owner shall have any obligation to subsidize the Rent, operating expenses, income qualification, monitoring costs, compliance costs or other expenses attributable solely to the Restricted Units or the Restricted Unit Owner's obligations under this Declaration.

Section 4.3: Owner Responsible for Income Verification. The Restricted Unit Owner shall be responsible for accepting rental applications for each Affordable Unit and for determining the Adjusted Gross Income of prospective tenants using reasonable efforts to ensure such tenants qualify as an Income Eligible Household. Adjusted Gross Income shall be calculated by annualizing sources of income as the amount of income projected to be received by the household during the next twelve (12) months. The Restricted Unit Owner shall comply with the rental requirements for each Affordable Unit described in Exhibit "B." The Restricted Unit Owner agrees to provide the City with the required documentation related to income determination to ensure compliance with applicable standards. The City reserves the right to review and audit the income determination process on a semi-annual basis to ensure compliance with all applicable standards.

The Restricted Unit Owner shall calculate income by annualizing certified sources of income for the prospective tenant household as the amount of income to be received by the prospective household during the twelve (12) months following the effective date of the determination. Certified sources will be documented based upon the prior year tax return (where applicable) of any and all members of the prospective tenant household, and supplemented by recent pay stubs, bank statements and/or such other similar documentation to reflect current income. In cases

where a prospective tenant is self-employed or does not receive traditional pay stubs, acceptable documentation shall include a projected profit and loss statement prepared by the tenant, covering a minimum of the most recent two months and reflecting reasonable estimates of business income and expenses. The Restricted Unit Owner shall assess all income documentation for consistency and reasonableness, ensuring that fluctuations in reported earnings are supported by verifiable evidence. The prospective tenant shall be required to certify that the projected income and sources of income are complete, true and correct by executing a sworn affidavit to that effect.

The Restricted Unit Owner agrees to provide the City with all requested documentation related to income determination to ensure compliance with applicable standards. The City reserves the right to review and audit the income determination process at its discretion to ensure compliance with all applicable standards; provided, however, that such reviews shall not occur more than twice per calendar year unless the City has reasonable cause to believe that a violation of this Declaration has occurred.

Section 4.4: Affordable Units Must be Comparable in Quality to the Market Rate Units.

Affordable Units shall be intermixed with, and not segregated from, the Market Rate Units in the Project. At all times, the Affordable Units must be equivalent in terms of quality, features and number of bedrooms to the Market Rate Units. Income Eligible Households shall not be excluded from using common area amenities within the Project or charged additional fees for access to these amenities. Affordable Unit tenants shall not be charged additional mandatory fees for essential services or amenities necessary for basic occupancy, such as elevator use, water and sewage, trash collection, garbage disposal, or other essential building functions. Any mandatory fees for essential services must be uniformly applied to all units, regardless of designation as Affordable or Market Rate Units, and must be fully disclosed in advance in the lease and rental application process. The only fees that may be charged to Income Eligible Households are voluntary optional fees, such as pet fees or storage fees, which are chosen at the tenant's discretion. These optional fees must not include charges for essential services or amenities necessary for basic occupancy.

Section 4.5: Distribution of Affordable Units. Affordable Units and Market Rate Units shall be located within the condominium, and shall be distributed as set forth on the Approved Site Plan. Access to Affordable Units shall be provided through the same principal entrance(s) as those providing access to Market Rate Units; provided, however, that townhouse-style Affordable Units may each have their own entrance. Additionally, the distribution of unit types (based on the number of bedrooms) among Affordable Units provided shall be approximately proportional to the distribution of unit types among Market Rate Units. For purposes herein, the type of Dwelling Unit shall mean the number of bedrooms in such Dwelling Unit. For purposes herein, "approximately proportional" shall mean that the percentage of each type of unit among the Affordable Units, shall be within five (5) percentage points of the percentage of each type of Market Rate Units. Provided, however, that if the total number of Affordable Units is such that five percent (5%) results in less than a full Dwelling Unit, then "approximately proportional" shall mean a difference of one (1) Dwelling Unit.

Section 4.6: Changes in Income Eligibility After Initial Affordable Unit Occupancy. The Restricted Unit Owner shall be required to recertify Income Eligible Households between ninety (90) days prior to the expiration of a lease and the actual expiration of the lease. If a household is determined, through the annual income certification process, to no longer be an Income Eligible Household, then the Restricted Unit Owner, in consultation with the tenant, shall:

a. Allow the household that is no longer an Income Eligible Household a 1-year grace period during which they may continue to reside in the unit at the Affordable Rent, as applicable, but then must move out.

Section 4.7: Limitations on Fees and Deposits. The Restricted Unit Owner shall limit the amounts charged for security deposits, rental application fees, and any other similar fees for Affordable Units. The maximum allowable fees for these units shall be:

a. Security Deposits: The security deposit for Affordable Units shall not exceed one month's Rent, as defined in Section 2(k).

b. Rental Application Fees: The rental application fee for Affordable Units shall not exceed the actual cost of processing the application and, in no case, shall exceed one hundred fifty dollars (\$150.00) per application. This amount may be adjusted periodically in accordance with the Consumer Price Index (CPI) or another mutually agreed-upon index that reflects cost increases.

c. Other Fees: Any other fees related to the rental of Affordable Units, such as administrative fees, move-in fees, or any similar charges, shall be reasonable and not exceed the actual cost incurred by the Restricted Unit Owner in providing the service.

The Restricted Unit Owner and/or the Condominium Association, as applicable, shall provide a written schedule of all fees to the City upon request, and shall not charge any additional fees to Income Eligible Households occupying Affordable Units except as provided in this Section. The provisions of this Section shall not be construed to prevent the Restricted Unit Owner or Condominium Association from imposing and collecting penalties from tenants for violations of any rules, provided that any such rules and penalties are applied in the same manner to tenants of Affordable Units as to tenants of Market Rate Units.

Section 4.8: No Conflict of Interest. No Affordable Unit shall be occupied by the Restricted Unit Owner, or any person related to or affiliated with the Restricted Unit Owner, operator, or any agent of the Restricted Unit Owner, except in cases where an employee of the Restricted Unit Owner, operator, or any agent of the Restricted Unit Owner, such as a building superintendent, property manager, or other employee, qualifies as an Income Eligible Household and resides in a unit.

ARTICLE 5

COMPLIANCE MONITORING

Section 5.1: Required Recordkeeping. The Restricted Unit Owner shall maintain complete and accurate records of income and other relevant documentation for each Income Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least five (5) full fiscal years following the end of each tenant's occupancy or the termination of their lease agreement, whichever is later. In addition, records must be kept for a minimum of five (5) years after the expiration of the Affordability Period for the Project.

At a minimum, the Restricted Unit Owner shall maintain the following records for each occupied Affordable Unit:

a. A complete application for tenancy for each Income Eligible Household, including the names of all household members, proof of identity, and documentation of employment (if

employed), and income for each household member, as well as documentation of assets that generate income;

b. A copy of the lease agreement listing the term of tenancy, the Rent, and the identity of each tenant residing in the Affordable Unit;

c. A copy of the utility deduction calculation determination (including the schedule used for calculation, as provided by HUD utility allowance schedules, which reflect typical utility consumption and cost estimates for similar housing types in the region, or as otherwise directed by applicable HUD guidance). This determination does not require a unique calculation of utility allowances for each individual unit or property but rather follows a standardized methodology based on published schedules. In the alternative, a report based on an Energy Consumption Model ("ECM") may be used when prepared by a third-party vendor, subject to review and determination by the City that the proposed methodology is reasonable;

d. Written verification from the Restricted Unit Owner that the household qualifies as an Income Eligible Household; and

e. Verification that the Rent for the Income Eligible Household is Affordable, including documentation of the income calculation and the resulting rent limit based on that calculation.

Section 5.2: Compliance Reporting. Throughout the duration of this Declaration, the Restricted Unit Owner shall provide an annual Compliance Report to the City's Development Services Department by January 30th of each year (for the prior calendar year). The Compliance Report shall provide the following information for each Affordable Unit: (a) the unit address; (b) a location map of the Affordable Units, including unit size by building and exterior photographs, which locations may change over time in accordance with the flexibility allowed by Section 4.1; (c) the number of occupants residing in each Affordable Unit; (d) the Adjusted Gross Income of the household residing in each Affordable Unit; (e) the maximum monthly Rent allowable, and the actual Rent charged, for each Affordable Unit; (f) any optional fees; (g) the calculated utility deduction; and (h) any other information requested by the City, in its reasonable discretion, to ensure compliance with the Approved Site Plan, this Declaration and Chapter 28, Article XV, Division 15, Code of Ordinances.

ARTICLE 6

ENFORCEMENT AND REMEDIES

If the Restricted Unit Owner violates any of the terms, conditions, restrictions, warranties, covenants, obligations, or duties set forth in this Declaration, and such violation or breach remains uncured for a period of 30 days after the City provides written notice thereof, the City shall be entitled, in its sole discretion, to any or all of the remedies described below:

a. If the City determines that the Restricted Unit Owner has commenced corrective action in good faith and continues to diligently pursue such correction, and if the breach cannot be corrected within the initial 30 day period, the City may, at its reasonable discretion, allow the Restricted Unit Owner an additional reasonable period of time to cure the breach. The City's discretion to grant such extensions shall not be unreasonably withheld, conditioned, or delayed, provided the Restricted Unit Owner demonstrates substantial progress toward curing the breach and communicates regularly with the City regarding the status of corrective actions. The City's decision to grant an extension does not waive its right to pursue any other remedies under this Declaration.

b. The City may initiate code enforcement action and impose fines up to the maximum permitted pursuant to the City of Boca Raton Code of Ordinances and applicable state law, including fines for repeat violations.

c. The City may institute and prosecute any proceeding at law or in equity to abate, prevent, enjoin, or correct any such violation or attempted violation and to compel specific performance of this Declaration, including, but not limited to, requiring the Restricted Unit Owner to offer Affordable Units to Income Eligible Households, and, where applicable, ensure that such units are actually rented to qualifying tenants in accordance with this Declaration.

d. The City may, at its sole discretion, require the Restricted Unit Owner to submit Compliance Reports more frequently than otherwise specified in Section 5.2 hereof, as deemed necessary to ensure adherence to this Declaration.

e. Should the City determine that a violation or breach requires additional monitoring of the Project, the City, in its sole discretion, may require the Restricted Unit Owner to pay to the City a compliance monitoring fee to cover the costs of such supplemental monitoring. The City shall issue written fee statements to the Restricted Unit Owner which shall be paid by the Restricted Unit Owner within thirty (30) days of receipt. Any fees not paid within the thirty (30) day period shall accrue interest at the then-lawful rate, until paid in full.

f. In the event the City determines that the Restricted Unit Owner has been in breach of this Declaration for greater than thirty (30) consecutive days and has not been granted an extension of time to cure the breach as described herein, the Affordability Period shall be automatically extended for the duration of such breach, as determined by the City. If the City grants the Restricted Unit Owner an additional period to cure the breach pursuant to the provisions of this Declaration, the automatic extension of the Affordability Period shall only apply if the breach remains uncured after the expiration of the extended cure period. Such automatic extensions shall be cumulative, such that each breach greater than thirty (30) consecutive days shall result in a further automatic extension to the Affordability Period.

g. Any failure of the City to enforce this Declaration with respect to a particular violation shall not be deemed a waiver of the right to enforce the same or any other provision of this Declaration at any time, whether with respect to the same violation or a subsequent violation.

ARTICLE 7

COVENANTS RUN WITH THE LAND

Section 7.1: Covenants Appurtenant to the Land. All conditions, covenants, and restrictions (and all terms and provisions) contained in this Declaration shall be covenants appurtenant to the Restricted Units, and shall be binding upon the Restricted Units and any portion thereof, to the fullest extent permitted by law and equity, for the duration of the Affordability Period, as set forth in Article 3, and shall remain in effect until the expiration of this Declaration, as provided in Article 8, including any extensions pursuant to Article 6. These covenants shall benefit and be enforceable by the City, its successors, and assigns, against the Restricted Unit Owner, its successors and assigns, and any party having any right, title, or interest in the Restricted Units or any portion thereof, as well as any party in possession of or occupying the Property or any portion thereof. If a portion or portions of the Restricted Units are conveyed, mortgaged, or otherwise encumbered by any lien or security interest, all of such covenants, conditions, and restrictions contained herein shall continue to apply to each portion of the Restricted Units.

Section 7.2: Notice of Transfer of Ownership. In the event of a sale or transfer of ownership of the Restricted Units, Restricted Unit Owner agrees to provide written notice within seven (7) days of the transfer to the City, including the contact information of the new Owner. The new Owner shall be bound by all terms, conditions, covenants, and restrictions of this Declaration. Nothing herein provides the City with the ability to prevent or in any way impair the Restricted Unit Owner's right to sell or otherwise transfer any interest in the Restricted Units.

ARTICLE 8

RECORDATION, EFFECTIVE DATE, AND DURATION

Section 8.1: Recordation. This Declaration shall be recorded in the Official Records of Palm Beach County, Florida at the Owner's expense. The Owner shall ensure that the recording is completed promptly after the full execution of this Declaration. Owner shall provide a copy of the recorded instrument to the City within five (5) days of recordation.

Section 8.2: Effective Date. This Declaration shall become effective upon execution by both the Owner and the City. In no event shall this Declaration become effective until at least ten (10) days after the adoption of the resolution by the City Council authorizing its execution by the City.

Section 8.3: Duration. This Declaration, including all covenants, conditions and restrictions set forth herein shall, run with the Property and remain in full force and effect until the expiration of one (1) year after the end of the Affordability Period, as determined herein, including any extensions pursuant to Article 6. In no event, however, shall this Declaration terminate less than 30 years from the date on which the Certificate of Occupancy has been issued for all Affordable Units in the Project, regardless of any earlier termination of other provisions.

ARTICLE 9

AMENDMENT

This Declaration, including any covenants, conditions, and restrictions contained herein, may not be amended, released, or terminated without the prior written consent of the City Manager of the City of Boca Raton. Any such amendment, release, or termination of this Declaration shall be recorded in the Official Records of Palm Beach County, Florida, at the Owner's expense.

ARTICLE 10

GENERAL CONDITIONS

Section 10.1: Severability. Invalidity of any of the provisions contained in this Declaration or of the application of any of the provisions contained in this Declaration to any person by judgment or court order shall in no way affect any of the other provisions of this Declaration or the application of this Declaration to any other person and the same shall remain in full force and effect.

Section 10.2: Third Party Beneficiary. The City and the Owner are signatories to this Declaration and possess the full legal authority to enforce all terms and conditions set forth herein. Tenants and occupants of Affordable Units shall be considered third-party beneficiaries of this Declaration solely for the purpose of enforcing provisions that directly affect their occupancy and the affordability requirements, but only against the Owner and not the City. No other person or entity shall be considered a third-party beneficiary of this Declaration or have any rights to enforce its provisions.

Section 10.3: Binding Effect. This Declaration shall be binding upon, and inure to the benefit of the Owner, the City, and any future owners of the Property or any portion thereof, including their respective successors and assigns (which shall include, but shall not be limited to, any Restricted Unit Owner as a successor to the Owner).

Section 10.4: Limitations. Nothing contained in this Declaration shall, in any way, be deemed to create any rights, benefits or obligations other than those expressly set forth in this Declaration. The provisions of this Declaration are intended solely for the benefit of the Restricted Unit Owner, the City (without prejudice to any other legal rights or remedies available to the City), tenants or occupants of Affordable Units (solely for the purposes and to the extent set forth in Section 10.2), and any future owner(s) of the Property or a portion thereof.

Section 10.5: Public Records. The City is a public agency subject to Chapter 119, Florida Statutes. If any records held by the Owner, or the Restricted Unit Owner, constitute public records as defined by Chapter 119, Florida Statutes, the Owner or Restricted Unit Owner, as applicable, shall comply with Chapter 119 with respect to those records. Additionally, any records provided to the City, whether required under this Declaration or submitted voluntarily, shall also be subject to the provisions of Chapter 119, Florida Statutes.

Section 10.6: Indemnification. The Owner and the Restricted Unit Owner agree to indemnify and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including attorney's fees, arising from any action or enforcement related to the terms of this Declaration, including claims by Income Eligible Households seeking access to Affordable Units. This indemnification shall survive the termination of this Declaration.

ARTICLE 11

NOTICE

All notices which may be given pursuant to this Declaration shall be in writing and shall be delivered by personal service or by certified mail return receipt requested, or by email with telephonic confirmation, addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Notices related to the sale or transfer of the Property, as specified in Section 7.2, must comply with the additional provisions therein.

[Owner Notice Information to be added on project basis]

City of Boca Raton
Land Records
201 West Palmetto Park Road
Boca Raton, Florida 33432

With copies to:
City Attorney's Office
201 West Palmetto Park Road

The Owner or the City may from time to time designate any other address for this purpose by written notice to the other party.

ARTICLE 12

OWNER'S REPRESENTATIONS

Owner represents to the City that the Owner is a [insert state] [insert corporate entity type] in good standing, duly formed and validly existing, qualified to do business in Florida, with full power and authority to enter into this Declaration. The execution of this Declaration by the Owner has been validly authorized, and as of the date of execution, this Declaration is a valid and binding obligation of the Owner, enforceable in accordance with its terms. The individual signing this Declaration is an authorized officer of the Owner and has full power and authority to execute and deliver this Declaration on behalf of the Owner and to cause the Owner to perform its obligations under this Declaration. The Owner has no actual knowledge of any fact or circumstance that would prevent the Owner from performing in accordance with this Declaration. Moreover, the Owner represents and warrants that all holders of any mortgages, liens, or other encumbrances against the Property, as well as any parties with rights to purchase the Property, have executed a Joinder, Consent, and Subordination attached hereto.

[Intentionally Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the Owner has duly executed this Declaration this ____ day of _____, 202__.

Signed, Sealed, and Delivered
in the presence of:

Witness Signature Date

Print Name

Witness Signature Date

Print Name

OWNER

By: Date

Print Name

Position

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of __ physical presence or __ online notarization this ____ day of _____, 202__ by _____ who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

[Notary Seal]

Notary Public, State of Florida

Printed Name

My Commission Expires:

[Intentionally Blank; City Signature Page to Follow]

Accepted by:
CITY OF BOCA RATON,
a Florida municipal corporation

By: _____
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 202___ by Mark Sohaney, as City Manager of the City of Boca Raton, Florida, who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

Notary Public, State of Florida

My Commission Expires:

(Seal/Stamp)

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the Property, and that the undersigned hereby joins in and consents to the Declaration of Covenants and Restrictions by the Owner thereof and agrees that its mortgage, lien or other encumbrance and any and all interest(s) thereunder, which is recorded in Official Records Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing Declaration.

Signed, Sealed, and Delivered in the presence of:

Witness Signature _____ Date _____

Print Name _____

Witness Signature Date

Print Name _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 202__ by who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

[Notary Seal]

Notary Public, State of Florida

Printed Name _____

My Commission Expires: _____

Exhibit "A"

Legal Description of the Property

EXHIBIT "B"

Tenant Information and Affordability Calculation Requirements

The Restricted Unit Owner must collect the names and ages, total annual income, and number of household members of tenants in Affordable Units. Additionally, the Restricted Unit Owner must determine the Rent for each Affordable Unit, which shall not exceed the rent limits, adjusted by the number of bedrooms in the unit and by household size, as published periodically by FHFC for the WPB-Boca Area in accordance with Section 420.0004, Florida Statutes.

Since utility costs are part of the rent affordability calculation as defined in Section 420.0004, Florida Statutes, the Restricted Unit Owner must determine and apply a "utility deduction" for the affordable units, as applicable. The Restricted Unit Owner shall calculate the utility deduction as specified in Section 5.1(c) of this Declaration (the utility deduction does not need to be calculated for each individual unit). This information must be provided to the City at initial lease-up, and triennially thereafter for all occupied affordable units.

Restricted Unit Owner shall determine triennially the utility calculation deduction amounts (for those utilities not included in the monthly Rent) for each type of Affordable Units based on quantifiable or analyzed data to be the accurate representation of monthly utilities for the specified leased unit.

Project Monitoring

Monitoring Master File: The Restricted Unit Owner shall maintain a master file on the CMID project. This includes a copy of the Restrictive Covenant, all reports provided to the City by the Restricted Unit Owner that detail tenant eligibility, unit affordability, and all monitoring reports that may apply to the project, including other agencies, if any.

Monitoring Fee: The Restricted Unit Owner is required to pay a monitoring fee per monitored Affordable Unit, which monitoring fee shall be an amount adopted in the City's Municipal Facilities and User Fee Schedule. The fee must be paid thirty (30) days before the scheduled date of the City's monitoring.

Documentation from Restricted Unit Owner: The City will notify the Restricted Unit Owner about the monitoring visit at least sixty (60) days in advance. No less than thirty (30) days prior to this monitoring, the Restricted Unit Owner must provide the following, but not limited to:

- Documentation of income eligibility determination in accordance with 24 CFR Part 5 for each Income Eligible Household in an Affordable Unit.
- A completed initial and renewal certification of income eligibility for each Income Eligible Household in an Affordable Unit using the attached tenant income certification (TIC) form and including required documentation of household income and assets that generate income.
- The current lease for each Income Eligible Household occupying an Affordable Unit.
- Documentation that the tenant Rent (less utility allowance) is either Affordable, as applicable, and does not exceed the Affordable rent limits published periodically by the FHFC.
- Documentation that the Income Eligible Household's Rent has appropriately included the applicable utility allowance amount.
- Documentation on recent inspection history of the Affordable Unit. Where none exist, the City may exercise the option to perform inspections thereof.

Monitoring Sampling Size: the City, at its discretion, shall select a sample of no less than fifty percent of the affordable residential units for income eligibility and rent affordability compliance.

Frequency of Monitoring: the City at its discretion, shall determine the monitoring frequency of the Project to ensure compliance with the affordability requirements. At a minimum, this will occur at lease-up, and every three years thereafter.

Noncompliance

The City will provide a monitoring report to the Restricted Unit Owner documenting compliance or noncompliance. Where noncompliance is noted, the report will identify and provide directions for corrective action to be taken by the Restricted Unit Owner within a specified timeframe.

Addressing Types of Affordability Noncompliance:

- Household income of an occupied affordable unit is not in compliance with Section 420.0004, Florida Statutes: Where an Affordable Unit is deemed in noncompliance as the result of incorrect income calculations or where the income of the household exceeds the applicable income limit defined in pursuant to this Declaration, the Restricted Unit Owner must substitute the unit.
- Household income of an occupied Affordable Unit increases above the applicable Income Eligible Household limits: Once a household in a current Affordable Unit experiences an increase in household income that exceeds one hundred twenty percent (120%) of the area median income as published by the FHFC, occupancy of the tenant shall be governed by Section 4.5 of this covenant.
- Income calculations are incorrect, but the household is still income eligible: Correct the tenant income certification form to show accurate information about household income. Restricted Unit Owner shall obtain technical assistance on the specifics of why the calculations were incorrectly done and mandate general income calculation training for the Restricted Unit Owner staff.
- Rent is too high: If Rent, including the utility allowance, for an Affordable Unit is discovered to exceed the definition of Affordable, as applicable, including the utility allowance, the Restricted Unit Owner must refund the amount of the overpayment to the tenant within thirty (30) days. Alternatively, and if acceptable to the Tenant, the amount that exceeded all past Rent payments may be addressed by reducing the Rent in future months, within the current lease period, in an amount equal to the overpayment. The repayment method shall be documented in writing.
- Unit(s) are substandard: If Affordable Units are deemed or found to be Substandard Units, the Restricted Unit Owner shall, within fifteen (15) days' notice, make repairs to bring the unit into compliance or relocate the Income Eligible Household to another residential unit that is in compliant condition if necessary. The Restricted Unit Owner shall pay or compensate the Income Eligible Household the cost of such relocation pertaining to vacating and/or returning to the unit. Any relocation arrangements shall be in writing and shall include the relocation terms and conditions, schedule and payment amount.

**TENANT APPLICATION FOR
AFFORDABLE/WORKFORCE HOUSING AT: INSERT PROJECT NAME**

Head of Household Name:			
Phone:			
Street Address:			
City:			State/Zip:
Mailing Address:			
City:			State/Zip:

Household Members:

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

Co-Applicant or any other household member, age 18 or older, a full-time student?

If yes, please list: _____

Employment Information:

Employee Name:		Employer Name:	
Position:		Supervisor:	
Address/Phone:		Time Employed:	
Pay Rate:		Pay Frequency:	
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$			
Employee Name:		Employer Name:	
Position:		Supervisor:	
Address/Phone:		Time Employed:	
Pay Rate:		Pay Frequency:	
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$			

NOTE: Attach additional sheets as necessary for all household members 18 years and over

Other Sources of Income (For ALL Household Members 18 and Over, List Business or Rental Net Income, earned income, Child Support, Alimony, Social Security, Unemployment or Workers Compensation, etc.)

Member Name	Type of Income	Gross Annual Amount

Assets and Asset Income (For ALL Household Members, Including Minors, List Checking and Savings Accounts, Virtual Currencies, CD, Bonds, Stocks, Equity in Properties, etc.)

Type of Asset	Asset Value	Account Number	Income from Asset

Applicant Certifications and Authorizations for Release of Information:

- I/we understand that section 817.03 of the Florida Statutes provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under sections 775.082 or 775.083 of the Florida Statutes.
- I/we further understand that any willful misstatement of information will be grounds for disqualification.
- I/we certify that the application information provided is true and complete to the best of my/our knowledge.
- I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for an Affordable Unit or Workforce Unit.
- I/we hereby authorize the release of information without liability regarding my/our employment, income, and/or assets to [_____], for the purposes of verifying the information provided as part of this application.
- I/we understand that this information may include, but is not limited to, employment history, hours worked, salary and payment frequency, commissions, bonuses, checking/savings account balances, Social Security benefits, pensions, disability, and other forms of income or assets.
- Organizations and individuals that may be asked to provide verification include, but are not limited to: Past/Present Employers, Banks/Financial Institutions, State Unemployment Agencies, Social Security Administration, Welfare Agencies, Alimony/Child Support Providers, Veterans Administration, and others.
- I/we agree that a photocopy of this authorization may be used for the purposes stated above. I/we understand that I/we have the right to review this file and correct any information found to be inaccurate.
- I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record.
- Note - This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, "Request for Copy of Tax Return," and prepare and sign separately.

Signatures:

Applicant: _____	Date: _____
Co-Applicant: _____	Date: _____
Household Member (18 or Over): _____	Date: _____
Household Member (18 or Over): _____	Date: _____
Household Member (18 or Over): _____	Date: _____
Household Member (18 or Over): _____	Date: _____

**TENANT INCOME CERTIFICATION FOR
AFFORDABLE/WORKFORCE HOUSING AT: INSERT PROJECT NAME**

A. Tenant Information (select one)

_____ First Year Tenant

Lease Date: _____

☐ Existing Tenant
 Initial Lease Date:

B. Certification Information (select one)

☐ Initial Certification (IC)
 Effective Date:

☐ Renewal Certification (RC)
 Effective Date:

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1		HEAD	
2			
3			
4			
5			
6			
7			
8			

D. Assets: All household members including assets owned by minors

Member	Asset Description	Cash Value	Actual Income from Asset
1			
2			
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets D(a)		\$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$50,000, add the actual income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated by multiplying the amount of assets where actual income cannot be calculated by the HUD rate (.40%). Add amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.		D(c)	\$

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

Member					Asset Income
1					Enter the greater of box D(b) or box D(c) above in box E(e) below
2					
3					
4					
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals					
Enter total of items E(a) through E(e). This is the annual household income.					\$

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. 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 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.

_____	Date	_____
Signature of Head of Household		
_____	Date	_____
Signature of Spouse or Co-Head of Household		
_____	Date	_____
Signature of Household Member (over 18 years)		
_____	Date	_____
Signature of Household Member (over 18 years)		
_____	Date	_____
Signature of Household Member (over 18 years)		
_____	Date	_____
Signature of Household Member (over 18 years)		

G. **Property Management Staff Statement:** Based on the representations herein, and upon the proofs and documentation submitted, the family or individual(s) named in item C of this Resident Income Certification is/are eligible, the family or individual(s) constitute(s) a: (check one)

Moderate Income (MI) Household means individuals or families whose annual income is less than 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: _____

121% - 140% Household means individuals or 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 **INSERT YEAR** income limits for West Palm Beach-Boca Raton, Florida HMFA published by the Florida Housing Finance Corporation.

Current Income and Rent Limits Chart

Include the income and rent limits chart annually generated by the Florida Housing Finance Corporations for its rental programs, found here: <https://www.floridahousing.org/Owners-and-managers/compliance/income-limits>. This document is often updated in April or May, but can be released at any time during throughout the year. Restricted Unit Owner is solely responsible for obtaining and using the correct income and rent limits.

Signature of the Restricted Unit Owner Staff:

Signature	_____	Date	_____
Name	_____	Title	_____

PROJECT NAME Household Income and Rent Calculations Worksheet

Client Name: _____
 Client Unique ID: _____

Lease Term: _____
 Unit Bedroom Count: _____
 Calculation Date: _____

Check Applicable Box: ☐ Initial Calculation

☐ Recertification Calculation

1)	TENANT RENT CALCULATION a. Annual Gross Income for Entire Household. (From the executed Income Certification Form) \$0 b. Monthly Gross Income for Entire Household. (From Line 1a divided by 12) \$0 c. FHFC Designated Maximum Fair Market Rent. \$0 d. Total Monthly Contract Rent Amount. \$0	
2)	UTILITY ALLOWANCE PER PROGRAM GUIDELINES. (As applicable) Complete Line 24 ONLY if tenant is required to pay for utilities directly to any utility company, and utilities are NOT paid by the landlord as part of the total contract rent amount. A Utility Allowance is a credit, based on a local estimation of utility costs for the unit size and type, intended to lower the client's rent portion in order for them to pay the utilities for which they are responsible. NO additional utility assistance may be provided to the tenant.	\$0
3)	OPTIONAL LEASE CHARGES: (If applicable) These are charges the tenant agrees to pay in addition to their base lease amount. They may include pet fees, additional parking spots or other voluntary fees. a. Pet Fee \$0 b. Additional Parking Spot \$0 c. Other (Please List): \$0 d. Other (Please List): \$0 e. Total Optional Charges. (Total of lines 3a through 3d) \$0	
4)	TENANT RENT TO LANDLORD. (Line 1e plus 3e, minus Line 2)	\$0

Tenant Income and Rent Calculation Worksheet Signatures

Tenant Signature: _____

Date: _____

Staff Signature: _____

Date: _____

This Instrument Was Prepared By:
City Attorney's Office
City of Boca Raton
201 Palmetto Park Road
Boca Raton, Florida 33432
Record and Return To:

Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

(Reserved)

SHARED USE PATHWAY/SIDEWALK EASEMENT

THIS SHARED USE PATHWAY/SIDEWALK EASEMENT ("Sidewalk Easement") dated _____ is made by _____ and _____ between _____, a Delaware limited liability company, whose mailing address is _____, their successors and/or assigns (the "Grantor"), and the CITY OF BOCA RATON, a Florida municipal corporation, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432, its successors and/or assigns ("Grantee").

RECITALS

WHEREAS, on [DATE], the City Council approved Resolution No. _____ (the "Development Approval"); and

WHEREAS, in order to proceed with the project in accordance with the Development Approval, the Grantor is required to grant this Sidewalk Easement to the Grantee for the area legally described in Exhibit "___" attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the Grantor wishes to grant such Sidewalk Easement to the Grantee, and to commit and agree, for itself and all of its successors and assigns, to the conditions and obligations set forth in this Sidewalk Easement.

GRANT OF SIDEWALK EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor states as follows:

1. **Recitals.** The recitals set forth above are correct and are made a part of this grant of Sidewalk Easement.

2. **Grant of Sidewalk Easement.** Grantor hereby grants to Grantee, its successors and assigns forever, a permanent easement and right of access for public sidewalk purposes, together with all other rights, privileges and appurtenances pertaining thereto, over, on, upon, across, under and through the Easement Area described in Exhibit "A."

3. **Construction, Maintenance and Repair of Easement Area.** The Grantor shall be responsible in perpetuity, and at Grantor's sole cost and expense, for the construction, installation, maintenance, repair, restoration and replacement of the public sidewalk installed in the Easement Area (the "Sidewalk"). In the event the Grantor fails to timely construct, install, operate, maintain, repair, restore or replace the Sidewalk, the Grantee may, but shall not be required to, enter upon said lands and construct, install, operate, maintain, repair, restore or replace such Sidewalk;

and the Grantee may exercise upon any existing bond or seek any available legal remedy (at law or in equity) to recover all costs and expenses incurred by Grantee (including, without limitation, code enforcement and/or a lien upon the Easement Area).

4. Indemnification of Grantee by Grantor. The Grantor shall indemnify, hold harmless, and defend the Grantee, its officers, employees and agents, from and against any and all claims, liabilities, suits, actions, administrative proceedings, litigation, appeals, judgments, costs or expenses, including attorney fees and costs (at trial and through all appeals), for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, incidental to, or arising out of, the use and enjoyment of this Sidewalk Easement and the property subject to this Sidewalk Easement (the Easement Area). This paragraph shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Sidewalk Easement.

5. Insurance. The Grantor shall procure and shall thereafter maintain on an annual basis, at Grantor's sole cost and expense, insurance for the Easement Area, insuring the Grantee against any and all claims, actions and judgments made by any person, firm, corporation or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the design, construction, installation, maintenance, repair, restoration and/or replacement of the Sidewalk, as follows: Comprehensive Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) subject only to a deductible or a self-insured retention that does not exceed Twenty-Five Thousand Dollars (\$25,000.00), which insurance policy shall also cover the Grantor's indemnity obligations under this Sidewalk Easement. The Grantee shall be included as an additional insured on all insurance policies required by this Sidewalk Easement in the form of an endorsement; such endorsement for the City shall name the "City of Boca Raton, Florida, its officers, employees, and agents" as an additional insured, and shall provide for thirty (30) calendar days prior written notice to the Grantee in the event of termination, cancellation, or any material change to the insurance requirements set forth in this Sidewalk Easement. All insurance policies shall be primary without right / obligation of contribution from the Grantee or any of the Grantee's insurance carriers. Grantor shall deliver the first certificate(s) of insurance to the Grantee contemporaneous with the approval of this Sidewalk Easement. Certificates for any renewal or replacement policies shall be delivered to the Grantee at least thirty (30) calendar days prior to the expiration of the date of such insurance, without lapse in coverage. Without limiting any of the provisions herein, in the event the Grantor refuses, neglects, or fails to secure and maintain in full force and effect any or all of the insurance required by this Sidewalk Easement, the Grantee, at its option, may procure or renew such insurance at the Grantor's expense. All sums paid by the Grantee for insurance shall be payable by the Grantor to the Grantee, together with interest at the then lawful rate, from the date the sums were paid by the Grantee to the date of reimbursement by the Grantor, and the Grantee may file a claim of lien against the Easement Area.

6. Representations of Grantor. Grantor represents and warrants that it is the owner of the Easement Area and has the right, title and capacity to grant the Sidewalk Easement and covenant to fulfill the perpetual obligations as more specifically provided herein (and neither the authorization nor joinder of any third party is required for the grant of this Sidewalk Easement, except as reflected in the joinder page attached hereto), and Grantor shall defend Grantee's interest against the lawful claims of all persons whomsoever. Grantor further represents and warrants that all holders of mortgages or other encumbrances against the Easement Area as of the date of this Sidewalk Easement have executed the joinder, consent and subordination attached hereto.

7. Covenant Running with the Land. This Sidewalk Easement constitutes a covenant running with the land and shall be binding upon, and enforceable against, the Grantor for the benefit of, and enforceable by, Grantee.

8. Recordation. This instrument shall be recorded in the Official Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written. The signator below represents and warrants that he or she has the full power and authority to execute and deliver this Sidewalk Easement on behalf of Grantor.

GRANTOR:

_____, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 202_ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

The execution by the City below acknowledges the acceptance of the Sidewalk Easement in accordance with the terms hereof.

CITY OF BOCA RATON, a Florida municipal corporation

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____

Exhibit "A"

Legal Description of Easement Area

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that _____ is the holder of a mortgage, lien or other encumbrance upon the above-described Easement Area, and that the undersigned hereby joins in and consents to this Sidewalk Easement and agrees that its mortgage, lien or encumbrance, which is recorded in Official Records Book _____, Page _____ of the Public Records of Palm Beach County, Florida, shall be subordinated to the foregoing Sidewalk Easement.

Signed, sealed and delivered in the presence of:

LENDER NAME

Witness Signature Date

Print Name

Witness Signature Date

Print Name

STATE OF _____
COUNTY OF _____

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 202_ by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires:
(Seal/Stamp)

This Instrument Was Prepared By:

City Attorney's Office
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

Record and Return To:

Land Records
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, Florida 33432

NOTIFICATION OF EASEMENT ABANDONMENT

The undersigned, as City Manager for the City of Boca Raton, does hereby give notice that portions of the easements dedicated in Official Record Book ____, on Page ____ of the Public Records of Palm Beach County, Florida, and as more particularly described in Exhibit "A" attached ("Easement"), has been abandoned under the authority granted to the City Council by Chapter 25, Article II, Section 25-39, City Code of Ordinances and pursuant to City Council Resolution No. _____, dated _____ 20___. The portions of the water and sewer easements, more particularly described in Exhibit "B" attached, are hereby terminated and extinguished.

SIGNED AND SEALED this _____ day of _____, 2025.

CITY OF BOCA RATON, FLORIDA

Mark Sohaney

City Manager

Witnesses:

sign _____

print _____

sign _____

print _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 202___ by Mark Sohaney, City Manager of the City of Boca Raton, Florida, who is personally known to me or has produced _____ as identification, who being duly sworn, deposes and says the aforementioned is true and correct to the best of his or her knowledge.

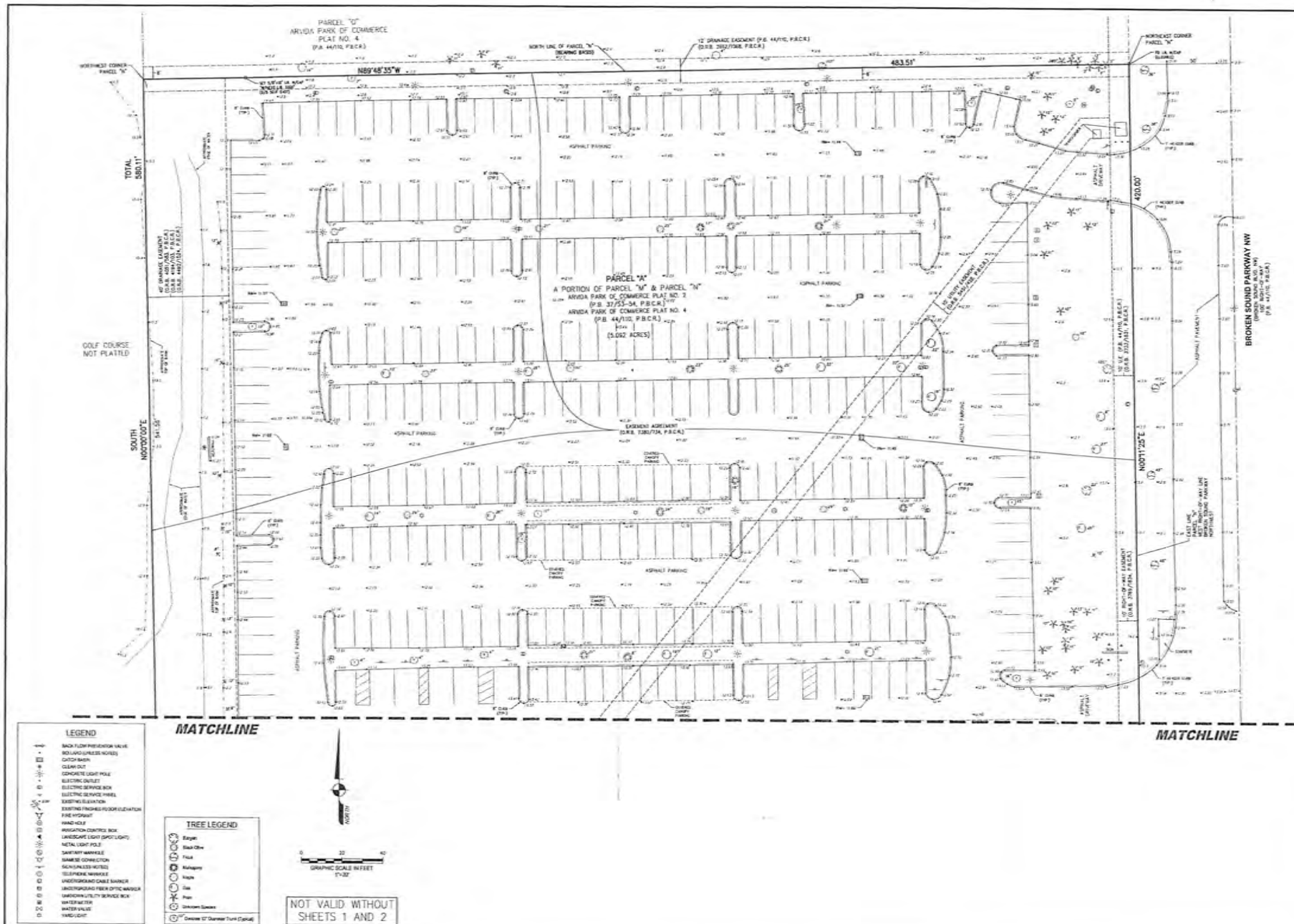
Sign: _____

Print: _____

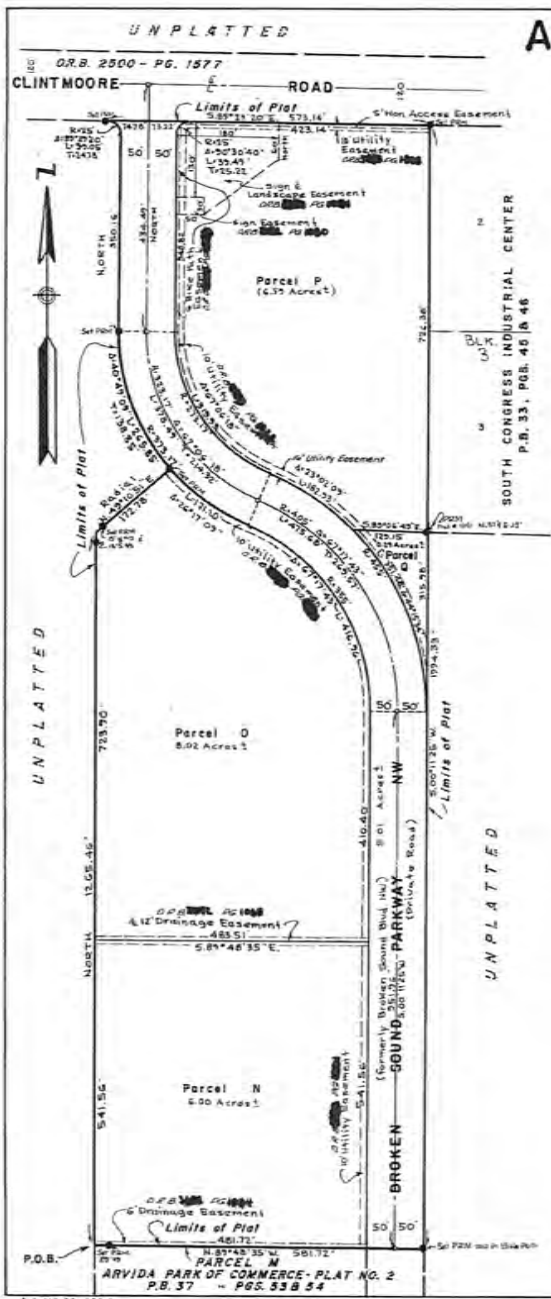
Notary Public, State of Florida

My Commission Expires:

(Seal/Stamp)



BOUNDARY & TOPOGRAPHIC SURVEY 6001 NW BROKEN SOUND PARKWAY ARVIDA PARK OF COMMERCE PLAT NO. 2 (P.B. 3753.54, P.B.C. 1) ARVIDA PARK OF COMMERCE PLAT NO. 4 (P.B. 4471.02, P.B.C. 1) PALM BEACH COUNTY, FLORIDA		AYROM & ASSOCIATES, INC. SURVEYING & MAPPING 1000 S.W. 2nd AVENUE, SUITE 100 BOCA RATON, FLORIDA 33432 PHONE: (561) 995-1111 FAX: (561) 995-1112 WWW.AYROM.COM
SCALE: 1"=20' DATE: 07/26/2023 BY: L.B. CHECKED: J.T.D. P.B.C. 22507-14	REVISIONS DATE P.B. NO. BY DESCRIPTION	DATE P.B. NO. BY DESCRIPTION
SHEET: 13458 2 OF 2		



ARVIDA PARK OF COMMERCE PLAT NO. 4 BOCA RATON, FLORIDA

IN PART OF SECTION 1, TWP 47 S., RGE. 42 E.
PALM BEACH COUNTY, FLORIDA

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
WEST PALM BEACH, FLORIDA
SEPTEMBER 1981
SCALE 1"=100'

DESCRIPTION

A parcel of land lying in part of Section 1, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, being more particularly described as follows:
Beginning at the Northwest Corner of Parcel M, ARVIDA PARK OF COMMERCE, PLAT NO. 2 as recorded in Plat Book 37, Pages 53 and 54, Public Records of Palm Beach County, Florida; thence NORTH along the northerly extension of the West Line of said Parcel M, a distance of 1265.46 feet; thence N 49° 10' 51" E, along a line radial to a curve to be described, a distance of 172.78 feet to a point on a curve concave to the northeast having a radius of 373.17 feet and a central angle of 40° 48' 09"; thence northwesterly and northerly along the arc of said curve, a distance of 265.85 feet; thence NORTH along the longest to said curve, a distance of 350.18 feet to the beginning of a curve concave to the southwest having a radius of 25 feet and a central angle of 88° 28' 20"; thence southerly, northwesterly and westerly along the arc of said curve, a distance of 39.05 feet to a point on the South Right of Way Line of Clint Moore Road as now laid out and in use and recorded in Official Record Book 2500, Page 1577, of said Public Records; thence S 89° 15' 20" E, along the tangent to said curve, being the South Right of Way Line of Clint Moore Road, a distance of 573.14 feet to the Northwest Corner of Lot 2, Block 3, SOUTH CONGRESS INDUSTRIAL CENTER as recorded in Plat Book 33, Pages 45 and 46, of said Public Records; thence S 00° 11' 25" W, along the West Line of said Plat and its southerly extension, a distance of 1934.33 feet to the Northwest Corner of Broken Sound Boulevard as shown on said ARVIDA PARK OF COMMERCE-PLAT NO. 2; thence N 89° 48' 25" W, along the North Line of said Plat, a distance of 561.72 feet to the said Northwest Corner of Parcel M and the POINT OF BEGINNING.
Containing 25.91 Acres, more or less.

NOTES

- denotes Permanent Reference Monument.
 - denotes Permanent Control Point.
- All bearings shown hereon are relative to an assumed meridian used throughout Arvida Park of Commerce.
- There shall be no buildings or other structures placed on easements.
- No building will be permitted to be constructed on Parcel M until it is combined with other land to form a minimum of a 5.00 Acre+ parcel.

CITY APPROVAL

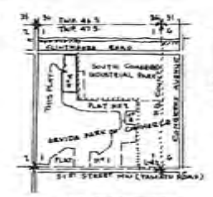
This is to certify that this plat has been accepted and approved for record by the CITY COUNCIL of the CITY OF BOCA RATON, FLORIDA, in and by resolution, duly adopted by said CITY COUNCIL, on this day of July 13, 1982.

By: William P. Jansel
Mayor

By: James W. Moore
Director of Community Development

By: Louise C. Oliver
City Clerk

By: Richard A. Pelt
City Engineer



DEDICATION

STATE OF FLORIDA-COUNTY OF PALM BEACH
KNOW ALL MEN BY THESE PRESENTS, that ARVIDA CORPORATION, a Delaware Corporation, the owner of all the land shown hereon and described in the plat under Description, to be known as ARVIDA PARK OF COMMERCE-PLAT NO. 4, lying in part of Section 1, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, has caused the land to be surveyed and plotted as shown and hereby dedicates as follows:
The use of the easements as shown and described in perpetuity as appurtenant to the portion of parcel of Arvida shown as parcel hereon.
A perpetual non-exclusive easement shall be granted under the full right of way of all private streets is dedicated to the City of Boca Raton and other appropriate governmental authorities for public use under the full right of way of all private streets and other utility systems dedicated to the use of the utility easements as shown are hereby dedicated to the public in perpetuity for the construction and maintenance of utilities and drainage.
The Streets as shown are for private roads, utilities and drainage, the use of the drainage and/or maintenance easements, the side path easements, the entrance, sign and landscape easements are for the purposes indicated; all are hereby dedicated to ARVIDA PARK OF COMMERCE-PLAT NO. 4, lying in part of Section 1, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, and are the perpetual maintenance obligation of said Association.
IN WITNESS WHEREOF, the above named Corporation has caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be affixed hereby by and with the authority of its Board of Directors, this 10th day of June, 1982.
ARVIDA CORPORATION, a Delaware Corporation

Attest: Jeri Poller By: Michael G. Purmort
Jeri Poller, Assistant Secretary Michael G. Purmort - Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA-COUNTY OF PALM BEACH
BEFORE ME personally appeared Michael G. Purmort and Jeri Poller, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of the above named ARVIDA CORPORATION, a Delaware Corporation, and severally acknowledged to and before me that they executed the instrument as Vice President and Assistant Secretary, respectively, of said Corporation, and the said attested to said instrument in the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.
WITNESS my hand and official seal, this 10th day of June, 1982.
James A. Williams
Notary Public

TITLE CERTIFICATION

STATE OF FLORIDA-COUNTY OF PALM BEACH
I, JERI POLLER, a duly licensed Attorney in the State of Florida, do hereby certify that I have examined the title to the herein described property; that I find the title to the property is vested in ARVIDA CORPORATION, a Delaware Corporation, that the current taxes have been paid, and that I find the property is free of encumbrances.
Jeri Poller
Jeri Poller, Attorney at Law
Licensed in Florida. Date: June 15, 1982

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA-COUNTY OF PALM BEACH
KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby certify that on June 15, 1982, that they completed the survey of lands as shown on the herein plat, that said plat is a correct representation of the lands hereon described and plotted; that permanent reference monuments have been set as shown as required by law, and that permanent control points will be set under the guarantee posted with the City of Boca Raton for the required improvements, and that the boundary data complies with requirements of Part I, Chapter 177, Florida Statutes, as Amended.
MICHAEL G. PURMORT AND ASSOCIATES, INC.
Michael G. Purmort
Michael G. Purmort - Professional Land Surveyor
Florida Registration No 2720, Date: June 6, 1982

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA-COUNTY OF PALM BEACH
KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby certify that on June 25, 1982, the herein plat was prepared and delineated under my supervision and is a correct representation of the lands hereon described as surveyed by MICHAEL G. PURMORT AND ASSOCIATES, INC.
GEE & JENSON - Engineers, Architects, Planners, Inc.
Stuart H. Cunningham
Stuart H. Cunningham - Professional Land Surveyor
Florida Registration No 3896, Date: June 25, 1982

THIS INSTRUMENT PREPARED BY
STUART H. CUNNINGHAM
2090 Palm Beach Lakes Boulevard
West Palm Beach, Florida

ARVIDA PARK OF COMMERCE PLAT NO. 2

BOCA RATON, FLORIDA
IN PART OF SECTION 1, TWP 47 S., RGE. 42 E.
PALM BEACH COUNTY, FLORIDA
IN 2 SHEETS SHEET NO. 1

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
WEST PALM BEACH, FLORIDA
JUNE 1978



LOCATION MAP

53

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record on the 11th day of June, 1978, and duly recorded in Public Book No. 7 on page 63-54
JOHN B. DUNKLE, Clerk Circuit Court
By: [Signature]

DESCRIPTION

A parcel of land lying in part of Section 1, Township 47 South, Range 42 East, Boca Raton, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southwest Corner of said Section 1; thence S.88°35'05"E. along the South Line of said Section 1, a distance of 2667.59 feet to the Southwest Corner of the Southeast Quarter of said Section 1; thence S.88°35'35"E. along the South Line of said Southeast Quarter, a distance of 1661.68 feet to the Southeast Corner of Hollymatic Property; thence N.00°28'33"E. along the East Line of said Hollymatic Property and its northerly extension, a distance of 2174.38 feet to the POINT OF BEGINNING of this Description; thence S.89°00'00"W., a distance of 592.40 feet to the beginning of a curve concave to the southeast having a radius of 25 feet and a central angle of 90°0'0"; thence westerly, southeasterly and southerly along the arc of said curve, a distance of 39.27 feet; thence S.01°00'00"E. along the tangent to said curve, a distance of 650.00 feet to the North Line of Broken Sound Boulevard as shown on Sheet No. 2, ARVIDA PARK OF COMMERCE - PLAT NO. 1 as record in Plat Book 34, Pages 184 and 185, Public Records of Palm Beach County, Florida; thence S.89°00'00"W. along said North Line, a distance of 100 feet; thence N.01°00'00"W. along a line parallel with and 100 feet west of, a previously described curve, a distance of 650 feet to the beginning of a curve concave to the southwest having a radius of 25 feet and a central angle of 90°0'0"; thence northerly, northwesterly and westerly along the arc of said curve, a distance of 39.27 feet; thence S.89°00'00"W. along the tangent to said curve, a distance of 1065 feet to the beginning of a curve concave to the northeast having a radius of 617.08 feet and a central angle of 65°12'02"; thence westerly and northwesterly along the arc of said curve, a distance of 702.22 feet; thence N.89°06'49"W. along a line making an angle with the tangent to the last described curve, measured from southeast to west, of 116°41'09", a distance of 264.62 feet; thence N.49°51'16"W., a distance of 363.46 feet; thence NORTH, a distance of 100 feet to the South Line of the Northwest Quarter of said Section 1; thence continue North, a distance of 175 feet; thence S.89°48'36"E., a distance of 581.72 feet; thence S.00°11'25"W., a distance of 182.06 feet to the North Line of the Southwest Quarter of said Section 1; thence S.89°06'49"E., a distance of 567.70 feet to the Northwest Corner of the Southeast Quarter of said Section 1; thence continue S.89°06'49"E. along the North Line of said Southeast Quarter, a distance of 1672.43 feet; thence S.00°28'33"W., a distance of 610.14 feet to the POINT OF BEGINNING.

Containing 41.40 Acres, more or less.

NOTES

- o Denotes Permanent Control Point
 - Denotes Permanent Reference Monument
- Bearings are based upon an assumed meridian.
Easements are for Public Utilities, unless otherwise shown.
The 60 and 80 foot Drainage Easements are for the use and benefit of Lake Worth Drainage District for drainage purposes only. All other Drainage Easements are for the use and benefit of ARVIDA PARK OF COMMERCE - WEST ASSOCIATION, INC. for drainage purposes only.

DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS, that ARVIDA CORPORATION, a Delaware Corporation, the owner of all land shown and described hereon, being in Section 1, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, has caused the land shown hereon to be surveyed, subdivided and plotted as shown, to be known as ARVIDA PARK OF COMMERCE - PLAT NO. 2. The non-exclusive use of the easements for the construction and maintenance of water, sewage, electrical, drainage, telephone, telecommunication, gas and other public utility service, if any, under and across the areas shown hereon is hereby granted to the respective holders, their successors and assigns, of the several rights, privileges and/or franchises for the construction and maintenance of the same. The Streets as shown are hereby dedicated to ARVIDA PARK OF COMMERCE - WEST ASSOCIATION, INC. for Private Road Purposes, Utilities and Drainage.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its Vice President and attested by its Assistant Secretary and its Corporate Seal to be affixed hereto by and with the authority of its Board of Directors, this 11th day of June, 1978.

ARVIDA CORPORATION

Attest: Joan C. Styers
Joan C. Styers - Assistant Secretary

By: Norman A. Cortese
Norman A. Cortese - Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME personally appeared NORMAN A. CORTESE and JOAN C. STYERS, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of the above named ARVIDA CORPORATION, a Delaware Corporation, and severally acknowledged to and before me that they executed such instrument as Vice President and Assistant Secretary, respectively, of said Corporation, and that it was affixed to the foregoing instrument is the Corporate Seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, this 12th day of December, 1978.

Joan R. Wilson
Notary Public

My Commission expires: October 31, 1981

CITY APPROVAL

This is to certify, that this plat has been accepted and approved for record by the CITY COUNCIL of the CITY OF BOCA RATON, FLORIDA, in and by resolution, duly adopted by said CITY COUNCIL on this 27th day of March, 1978.
The City hereby accepts all dedicated rights of way and easements shown and depicted on this plat.

By: Jeffrey H. Miller
Mayor

By: Robert J. Dwyer
Director of Community Development

By: John E. O'Donnell
City Clerk

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, H. WILLIAM WALKER, JR., DO HEREBY CERTIFY, that I am an Attorney at Law and a member of the Florida Bar, licensed and practicing in Florida, and that in my opinion, (1) apparent record title to the lands described and shown hereon is vested in ARVIDA CORPORATION, a Delaware Corporation, and (2) all taxes assessed and levied upon said land prior to 1978 have been paid, and (3) said lands are not encumbered by the lien of any mortgage.

H. William Walker, Jr.
H. WILLIAM WALKER, JR.
Date: 3 November 1978

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

This is to certify that the plat shown hereon is a true and correct representation of a survey, made under my responsible direction and supervision, and that said survey is accurate to the best of my knowledge and belief, and that Permanent Reference Monuments have been placed as required by law and furthermore, that Permanent Control Points will be set under the guarantees posted with the City of Boca Raton for the required improvements and that the survey data complies with all requirements of Chapter 177, Part I, Florida Statutes, as Amended.

William G. Wallace, Jr.
William G. Wallace, Jr.
Professional Land Surveyor
Florida Registration No. 2283
Date: Jan. 9, 1979

This instrument was Prepared By:
WILLIAM G. WALLACE, JR.
2019 Okeechobee Boulevard
West Palm Beach, Florida.

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
WEST PALM BEACH, FLORIDA
JUNE 1978

STATE OF FLORIDA
COUNTY OF PALM BEACH 23
This Plot was filed for record at _____ M.
this _____ day of _____, 1978,
and duly recorded in Plot Book No. _____
on page _____
JOHN E. DUNKLE, Clerk Circuit Court
By _____ D.C.



**CITY OF BOCA RATON COMMUNITY APPEARANCE BOARD
FORMAL RECOMMENDATION**

Application No.: PZSPA-2026-00010 **Agenda Date:** September 15, 2026

MOTION: ☐ Approved With Conditions ☐ Postponed
 ☒ Approved As Submitted ☐ Denied

	Y	N	Abstain	Absent
Jose Jaramillo	x			
Alan West	x			
Paola Morales				x
Joe Peterson	x			
Veronica Margolina	x			
Erez Bar-Nur	x			

ITEM # A.1

DESCRIPTION

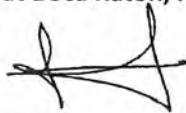
Project Name: Bertani at Broken Sound – Formal Recommendation to the Planning & Zoning Board

Property Address: 6001 & 5901 NW Broken Sound Parkway

Representative: Carl Klepper Trust and Vander Ploeg & Associates

CONDITION OF APPROVAL (IF ANY):

Done and ordered at Boca Raton, Palm Beach County, Florida on: September 15, 2026



Jose Jaramillo, Chairman
Alan West, Vice Chair
Community Appearance Board



September 8, 2026

TO: Jim Bell AICP
Long Range Project Manager

FROM: Yajaira Moleiro, E.I. *JM*
Transportation Planning Engineer

RE: **Bertani at Broken Sound**
PZSPA-2026-00010

This petition requests approval to redevelop an approximately 5.02-acre property located at 6001 NW Broken Sound Parkway. The existing site contains a six-story office building. The Applicant proposes to construct a new eight-story building with 60 multifamily dwelling units, 2,664 square feet of retail and a new 2-5 story parking structure to support the existing office 6001 office building parking needs. The multifamily residential component will be located on the northern portion of the site. Ten percent (10%) of the 60 units will be designated as affordable, consistent with the Live Local Act. The Applicant is requesting a Commercial Industrial Multifamily Development (CIMD) site plan approval.

The site currently has one full-access south driveway along NW Broken Sound Parkway classified as an intermediate driveway, and a right-out/left-in/right-in northern driveway classified as a minor driveway. The Applicant proposes adding a third driveway, classified as a minor driveway, which will operate as right-out only and will be located between the two existing driveways along NW Broken Sound Parkway.

The project traffic consultant, JMD Engineering, Inc., prepared a traffic study dated August 12, 2026, and estimated the development's trip generation as provided below:

TRIP GENERATION Bertani at Broken Sound				
Scenario		Trip Generation (trips)		
Development	Intensity	Daily	AM Peak Hour	PM Peak Hour
Existing Development Office	103,250 SF	1,007	141	134
Proposed Development Office Retail Multifamily Residential	103,250 SF 2,664 SF 60 DU	1,282	161	155
Net Difference in Trips (Proposed-Existing)		+275	+20	+21

The proposed development is expected to result in a net increase of 275 daily trips, 20 AM peak hour trips, and 21 PM peak hour trips. Based on the Palm Beach County (PBC) Traffic Division's review and approval letter (issued on May 14, 2026) the project met the PBC Traffic Performance Standards (TPS) Ordinance. The project is liable for fair share road impact fees.

If the petition is approved, then the following conditions are recommended:

1. No Building Permit for the site shall be issued after December 31, 2029 (Condition in the TPS letter, issued May 14, 2026).
2. Prior to the issuance of a main use building permit, the Applicant shall:
 - a. Submit water, sewer, paving, and drainage plans for on-site and off-site improvements which shall be reviewed and approved by City Staff Responsible for Public Works Review (PWR) and other required government agencies.
 - b. Provide a letter of credit or cash bond, in a form acceptable to the City Attorney, in an amount equal to 110% for the cost of construction of:
 - i. All off-site improvements;
 - ii. All activity in the public right-of-way; and
 - iii. All on-site improvements to be dedicated to the City and/or for public use.
 - c. Submit a construction sequencing plan ("Construction Sequencing Plan") detailing the sequencing and timing of all infrastructure, building(s), and other site improvements during PWR. The Construction Sequencing Plan shall include consideration of staging areas, construction parking, impacts on other areas of the property, maintenance of traffic, and any temporary use of right-of-way. The Construction Sequencing Plan shall be reviewed and approved by PWR.
 - d. Demonstrate that all onsite elements, including parking stall sizes, wheel stoppers, bike parking facilities, etc., as shown on the approved site plan, are consistent with the City's Engineering Design Standards Manual.
 - e. Submit certification by a design professional that the engineering plans for the parking structures are consistent with the City's Engineering Design Standards Manual and the Americans with Disabilities Act (ADA) and comply with the following:
 - i. Minimum of 84-inch vertical clearance throughout the parking structure;
 - ii. Minimum of 98-inch vertical clearance for any van accessible parking spaces and along a least one vehicle access route to such spaces from the entrance and exit;
 - iii. Minimum of 2-ft buffer distance between any parking stalls and adjacent walls and columns;
 - iv. Maximum 5% ramp with parking and maximum 10% ramp without parking;
 - v. Maximum 2% ramp for all handicapped parking spaces and accessible routes;
 - vi. Provision of pull alarms, panic buttons, and CCTV cameras;
 - vii. Electronic signage and/or mirrors at the entry/exit and transitions areas in the garage to properly warn vehicles of turning traffic flows within the garage; and,
 - viii. All double striped parking stalls.
 - f. Obtain approval of design plans and necessary permits from City Staff Responsible for Public Works Review (as applicable) to construct the following improvements:
 - i. A minimum eight (8) foot wide shared-use path, free of encroachments, along property frontage on Broken Sound Parkway.
 - ii. A new right-out driveway connection at NW Broken Sound Parkway.
 - iii. Remove the existing crosswalk at the southern driveway.
 - iv. Install a special pedestrian midblock pedestrian crosswalk at the southern driveway, with enhanced flashing yellow LED signs activated by push button.
 - v. Install of "Crosswalk Ahead" signs.

- vi. Install a stop bar 40 feet in advance of the midblock crosswalk, per FDOT FDM.
- vii. A southbound right-turn lane at the southern driveway.
- viii. A shuttle shelter adjacent to Broken Sound Parkway. The shelter shall be designed to include a bench to accommodate a minimum of 3 seats, a wheelchair area, a waste receptacle and a bicycle rack and be in accordance with the City's and Palm Tran's design standards
- g. Execute and deliver to the City for recordation, along with applicable fees, in the forms attached hereto and acceptable to the City Attorney, the following:
 - i. A sidewalk/shared use path easement along Broken Sound Parkway for all sidewalk/shared use path pavement encroaching on the private property.
 - ii. A 10 foot by 30-foot transit bus shelter easement adjacent to Broken Sound Parkway at the location depicted on the approved site plan. The shelter and the surrounding area shall be the perpetual maintenance obligation of the property owner.
- h. The owner and/or successor agree to indemnify and hold harmless the City of Boca Raton, its officers and employees for any claims, losses, damages, or injuries to any person arising from any construction, operation, maintenance, repair, or replacement of the public sidewalk or use of the easement.
- i. Remit payment of all applicable impact fees pursuant to the Palm Beach County Unified Land Development Code, Article 13: "Impact Fee" Ordinance.
- 3. No valet parking operations shall be allowed on this site as the site has not been designed to accommodate a valet service.
- 4. The parking structure for this project does not include the installation of gates. If gates are proposed in the future, after the completion of this project, the owner or successor shall submit plans and obtain approval by the City Staff Responsible for Public Works Review.
- 5. During construction of the buildings, any temporary closing or obstruction of public sidewalks or roadway lanes shall require advance approval from the City.
- 6. If the entire site is not constructed in one phase, each phase will be required to stand on its own pertaining to all infrastructure requirements, parking, and traffic patterns. Each phase will be required to be submitted to the City Staff responsible for Public Works Review prior to a main use building permit application. The construction plan that includes phasing, staging areas and a traffic maintenance plan will be required for each phase. The petitioner will be required to provide all necessary data for each phase to assure that these requirements are being met
- 7. Prior to the issuance of a Certificate of Occupancy, the Applicant shall:
 - a. Have all conditions completed and accepted by the City or appropriate jurisdiction(s) consistent with the approved Site Plan; and
 - b. Complete all construction, including all off-site improvements, as specified in condition 2.f., and have it accepted by the appropriate jurisdictions(s).

cc: Zach Bihr, P.E., Director of Public Works and Engineering
Brandon Schaad, AICP, Director of Development Services
Naresh Machavarapu, P.E., City Traffic Engineer
Tamashbeen Rahman, AICP, Planning Administrator

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