

Return recorded document to:
Michael Huneke
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Planning and Redevelopment Division
115 S. Andrews Avenue, Room 329K
Fort Lauderdale, FL 33301

Document prepared by:
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Affordable Housing Constructed with Broward County
Approved Funding or Incentives

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants, made this ____ day of _____, 20____, by BROWARD COUNTY, hereinafter referred to as "COUNTY."

WHEREAS, COUNTY is the fee title owner of that certain real property legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, COUNTY hereby covenants that COUNTY is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration and all mortgagees have been joined or subordinated; that COUNTY has good right and lawful authority to make this Declaration; and that COUNTY agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, HABITAT FOR HUMANITY OF BROWARD, INC. ("HABITAT"), intends to build, or to cause to have built, affordable housing units on the Property and has applied to COUNTY for donation of the Property in order to build the affordable housing units and convey them to qualified buyers ("OWNER"); and

WHEREAS, a condition of COUNTY's approving HABITAT's application is that the Property shall be subject to the covenants, restrictions and other requirements, as set forth herein.

NOW, THEREFORE, in fulfillment of that condition, COUNTY hereby declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to these Covenants and Restrictions, which run in favor of the COUNTY, and other requirements, all as hereinafter set forth:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. Restrictive Covenants. COUNTY hereby declares that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants running with the land for a period of thirty (30) years effective and commencing upon the date of the recording of this Declaration:

- (a) As of the effective date of this Declaration, the Property shall be used solely as the OWNER's principal residence and shall be used solely for residential purposes. The Property may not be used for any non-residential purposes, other than home offices when permitted by applicable zoning regulations.
- (b) The Property, upon completion of the residential dwelling unit(s), shall be purchased and occupied solely by persons who meet the following criteria at the time of purchase. "Purchased" shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.
 - (1) One or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size.
 - (2) The purchaser of the Property shall have monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed thirty five (35) percent of their monthly adjusted gross income.
 - (3) Excluding government subsidies, the down payment, if any, for the purchase of the Property does not exceed twenty (20) percent of the purchase price.
 - (4) For a term of at least thirty (30) years after the effective date of this Declaration, any subsequent purchaser of the Property shall be required to meet criteria (1), (2), and (3) above.
 - (5) For a term of at least thirty (30) years after the effective date of this Declaration, prior to any transfer of title or closing on a purchase of the Property, each purchaser of the Property shall request and receive a written certification that the above criteria have been satisfied from the County Administrator of Broward County, or his/her designee.
 - (6) For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the

United States Department of Housing and Urban Development.

(7) For the purposes of this provision, the term "adjusted gross income" means all wages, assets, regular cash or noncash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

- (c) COUNTY is hereby granted a right of first refusal to purchase the Property before foreclosure to preserve the period of affordability for the Property. Mortgage holder(s) shall give the COUNTY not less than thirty (30) days prior written notice of its (their) intention to foreclose upon the mortgage on the Property or to accept a conveyance of the Property in lieu of foreclosure and afford the COUNTY the right of first refusal to purchase the Property for the outstanding mortgage balance to preserve low income affordability. COUNTY shall have thirty (30) days from receipt of the mortgage holder's notice to provide notice to the mortgage holder that COUNTY will exercise its right to purchase the Property for the outstanding mortgage balance. If COUNTY exercises its right of first refusal, the Property shall be transferred within ninety (90) days from receipt of mortgage holder's notice. Any action by the mortgage holder which delays or prevents COUNTY from purchasing the Property shall extend the COUNTY's time period for executing its right of first refusal by the number of days of the delay, or for that period of time that the COUNTY is prevented from consummating the purchase.
- (d) Maintenance of Property. OWNER shall maintain Property and the exterior of the unit(s) thereon in good repair, including but not limited to, painting, landscaping and lawn maintenance, as necessary. OWNER shall maintain the Property and the unit(s) built thereon in accordance with the applicable laws, regulations and ordinances. If any action or proceeding is commenced which materially affects the COUNTY's interests in the Property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, COUNTY may, at COUNTY's option and upon notice to OWNER, may make such appearances and take such action as is necessary to protect COUNTY's interest.
- (e) COUNTY shall have a right of first refusal to purchase the Property during the restriction period. OWNER shall give COUNTY no less than thirty (30) days' notice of his/her intention to sell the Property. Such notice shall include the amount that a qualified buyer has offered to purchase the Property. COUNTY shall have thirty (30) days from receipt of notice of intention to sell to notify OWNER that it will exercise its right to purchase the Property for the amount offered by the qualified buyer. If COUNTY exercises its right of first

refusal, the Property shall be transferred within ninety (90) days from receipt of OWNER's notice. If COUNTY elects not to exercise its right of first refusal, OWNER may convey the property to a qualified buyer, subject to the affordability restrictions set forth herein for the remaining restriction period.

3. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively "covenants and restrictions") for a period of thirty (30) years. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the COUNTY shall be the dominant tenement. These covenants and restrictions shall be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them, until that date which occurs thirty (30) years following the date of recordation of this Declaration by the COUNTY ("Termination Date").

4. When used herein, the term "COUNTY" shall mean Broward County, Florida, its successors and assigns. The term "OWNER" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein the terms "OWNER," "HABITAT," and "COUNTY" shall include their heirs, personal representatives, successors, agents and assigns.

5. The COUNTY is the beneficiary of these covenants and restrictions, and as such, the COUNTY may enforce these covenants and restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

6. Any failure of BROWARD COUNTY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. No waiver, modification or termination of this instrument shall be effective unless contained in a written document executed by COUNTY. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

7. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation.

8. If there is a mortgage against the property described in Exhibit "A," MORTGAGEE hereby agrees that the mortgage it holds from OWNER recorded in Official Records Book N/A, Page N/A, of the Public Records of Broward County, Florida, all of which encumber the Property described herein shall be and are subordinate to the Restrictive Covenants set forth above, restricting the use of the Property. As to any subsequent

mortgagee, this document shall be recorded among the public records of Broward County and all subsequent mortgagees shall take notice and subject to this Declaration of Restrictive Covenants and agree, among other things, to be bound by the right of first refusal contained in Paragraph 2(c) and the subordination requirements contained in this paragraph.

IN WITNESS WHEREOF, OWNER and MORTGAGEE have executed this Declaration of Restrictive Covenants and Subordination as follows:

ATTEST:

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners

BROWARD COUNTY, FLORIDA
By Its Board of County Commissioners

By _____
Mayor

_____ day of _____, 20 ____.

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Lot Number	Folio Number	Legal
1 & 2	504205130410	Lot 23 and 24, Block 2, Broward Park, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida.