

This instrument prepared by:
Broward County Real Property Section
and approved as to form by:
Karina D. Rodrigues
Broward County Attorney's Office
115 South Andrews Ave, Rm. 423
Fort Lauderdale, FL 33301
954-357-7600

Property Appraiser's Tax Folio
No. 4942 32 00 0210

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration"), made this _____ day of _____, 20____ ("Effective Date"), by Habitat for Humanity of Broward, Inc., a Florida not for profit corporation, hereinafter referred to as "OWNER."

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

WHEREAS, OWNER hereby covenants that OWNER 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; that OWNER has good right and lawful authority to make this Declaration; and that OWNER agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, the Property shall be subject to the covenants, restrictions, and other requirements, as set forth herein.

NOW, THEREFORE, OWNER 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 COUNTY (as hereinafter defined in Section 4) 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. OWNER 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 fifteen (15) years effective and commencing upon the date of the recording of this Declaration:
 - (a) OWNER has or will construct a single-family residential dwelling unit on the Property.

- (b) The Property, upon completion of the residential dwelling unit, shall be purchased and occupied as a primary residence solely by persons who, at the time of purchase, meet the criteria specified in subparagraphs (b)(1) through (4), below. "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 that is at or below one hundred forty percent (140%) of the Area Median Income ("AMI") for Broward County, adjusted for family size. For the purposes of this requirement, AMI is understood to mean the dollar amount where half the population earns less and half earns more.
 - (2) The purchaser of the Property shall have monthly mortgage payments, including mortgage principal and interest, taxes, and insurance, that do not exceed forty percent (40%) of the purchaser's monthly adjusted gross income.
 - (3) 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, or authorized designee.
 - (4) 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 (4) people, or higher for households with more than four (4) people, based upon a formula as established by the United States Department of Housing and Urban Development.
 - (c) Maintenance of Property. OWNER agrees to maintain the Property and the exterior of the residence built thereon in good repair, including, but not limited to, painting, landscaping, and lawn maintenance, as necessary. OWNER shall maintain the Property and the residence built thereon in accordance with all applicable laws, regulations, and ordinances. If any action or proceeding is commenced which materially affects COUNTY's interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements, or proceedings involving a bankruptcy, COUNTY, at COUNTY's option and upon notice to OWNER, may make such appearances and take such action as is necessary to protect COUNTY's interests.
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 fifteen (15) years following the date of recordation of this Declaration by the OWNER. 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 fifteen (15) years following the date of recordation of this Declaration by the OWNER ("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" and "COUNTY" shall include their heirs, personal representatives, successors, agents, and assigns.
5. COUNTY is the beneficiary of these covenants and restrictions, and, as such, COUNTY may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction against any person or persons, entity, or entities, violating or attempting to violate the terms of these covenants and restrictions.
6. Any failure of 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 shall be recorded by the OWNER in the Public Records of Broward County, Florida.

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IN WITNESS WHEREOF, OWNER has executed this Declaration of Restrictive Covenants as follows:

OWNER

By: _____

Title: _____

Dated: _____ day of _____, 20____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of Habitat for Humanity of Broward, Inc. She/He is (check one) _____ personally known to me or _____ produced _____ as identification and did not take an oath.

Print or Stamp Name: _____

Notary Public, State of Florida at Large

My Commission Expires:

Commission No.:

EXHIBIT A To Declaration of Restrictive Covenants

PROPERTY DESCRIPTION

Lot 1 and 2, Block 3, as shown on Plat of WASHINGTON PARK FIFTH ADDITION, recorded in Plat Book 35, Page 48, of the Public Records of Broward County, Florida, more particularly described as follows:

The East 125 feet of the South 50 feet of the North 450 feet of the NE 1/4 of the SE 1/4 of the SW 1/4 of Section 32, Township 49 South, Range 42 East, excepting therefrom the East 25 feet reserved for road purposes.