

Return Recorded document to:
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
954-357-5535

Document prepared by:
Reno V. Pierre, Assistant County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Folio Number: 4743-31-00-0140

RELEASE OF DEED RESTRICTIONS AND DECLARATION OF COVENANTS AND RESTRICTIONS

This RELEASE OF DEED RESTRICTIONS AND DECLARATION OF COVENANTS AND RESTRICTIONS ("**Release**") made this ___day of _____, 20__ by BROWARD COUNTY, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Room 501, Fort Lauderdale, Florida 33301 ("**County**"), for the benefit of CITY OF DEERFIELD BEACH, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441 ("**City**"). The County and the City are hereinafter referred to collectively as the "**Parties**."

RECITALS

A. The County conveyed to City certain real property located at 541 North Deerfield Avenue, Deerfield Beach, Florida 33441, and as more particularly described in **Exhibit A**, attached hereto and made a part hereof ("**Property**"), pursuant to a quit claim deed recorded on May 10th, 2012, as Instrument Number 110750856, in the Public Records of Broward County, Florida (the "**Deed**").

B. The Deed included certain restrictions, which provided that the Property may revert to the County if: (i) the Property is used as collateral to secure construction financing for a single-family residence on the Property; or (ii) the City failed to complete the construction of a single-family residence and obtain a final certificate of occupancy within five years from the date of the Deed ("**Restrictions**").

C. The Deed further referenced a certain Declaration of Covenants and Restrictions, Instrument Number 110750856, in the Public Records of Broward County, Florida, (the "**Declaration**"), the Deed and Declaration are attached hereto as **Exhibit B**.

D. The Declaration included, among other things, certain affordable housing restrictions on the Property, as more particularly described in the Declaration.

E. The Deed provides that it is subject to all prohibitions imposed by matters of record, and to the Declaration.

F. The County and City desire to release the Declaration and Restrictions to remove the restrictions noted above and imposed by the Deed and Declaration upon the Property.

G. The Deed, by incorporating the Declaration, requires all waivers, modifications, or terminations of the Declaration to be approved in a written document executed by the County.

H. Pursuant to this Release the County is willing to release the restrictions noted above and imposed by the Deed and Declaration upon the Property in exchange for the City transferring the same restrictions described in the Declaration to the new parcel, folio number 474331060090, located at 464 N Deerfield Avenue, Deerfield Beach, Florida 33441, as more particularly described in **Exhibit C**, attached hereto and made a part hereof ("New Parcel"), by executing the new Declaration of Covenants and Restrictions attached hereto as **Exhibit D** ("**New Declaration**") and thereafter recording the New Declaration.

RELEASE

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true, accurate, and fully incorporated by reference herein.
2. The County hereby releases the restrictions noted above and imposed by the Deed and Declaration upon the Property. The Declaration is hereby terminated and shall be of no further force or effect upon recording of this Release in the Public Records of Broward County, Florida. The County is making no other modifications or changes to the Deed.
3. The New Parcel shall be subject to all of the restrictions described in the New Declaration
4. This Instrument shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, this Release is executed by BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____ 20___, (Board Agenda Item #___), and CITY, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex-officio Clerk of Broward County
Board of Commissioners

BROWARD COUNTY, by and through its
Board of County Commissioners

By: _____
Mayor or Vice-Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Reno V. Pierre (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

Accepted By:

CITY

ATTEST:

Samantha Gillyard
Samantha Gillyard, City Clerk

City of Deerfield Beach, a Florida municipal corporation

By: Bill Ganz
Bill Ganz, Mayor

5th day of April, 2022

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Instrument was acknowledged before me by means of physical presence or online notarization this 5th day of April, 2022 by Bill Ganz, on behalf of City of Deerfield Beach, a Florida municipal corporation, who is personally known to me or who has produced _____ as identification.

Notary Public: Tracy Britten
Signature: Tracy Britten
Print Name: Tracy Britten

State of Florida
My Commission Expires: 12/13/22
Commission Number: GG 284222

(Notary Seal)

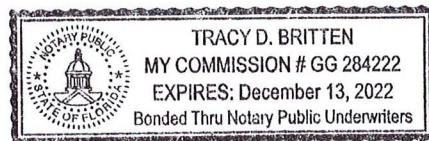


EXHIBIT A
PROPERTY

Legal Description:

31-47-43 BEGINNING 116 NORTH OF SE CORNER OF EAST 1/2 OF SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4, RUNNING NORTH 110, WEST 100, SOUTH 110, EAST TO BEGINNING. Said land, located in City of Deerfield Beach, Broward County, Florida and contains 8,250 square feet; being the same property conveyed to Broward County, Tax Deed 16684, dated 10/25/2002, recorded in Official Records Book 34018, Page 310.

Folio Number:

4743-31-00-0140

Site Address:

541 NORTH DEERFIELD AVENUE, DEERFIELD BEACH, FLORIDA 33441

EXHIBIT B
DEED AND DECLARATION

CFN # 110750856, OR BK 48742 Page 1623, Page 1 of 10, Recorded 05/10/2012 at
02:43 PM, Broward County Commission, Deputy Clerk 1026

2

Return signed document to:
Property Agent Olga Pico
Real Property Section
115 S. Andrews Avenue, Room 326
Fort Lauderdale, FL 33301

This instrument prepared by:
Olga Pico, Property Agent II of
Broward County Real Property Section
And approved as to form by:
Broward County Attorney's Office
115 S. Andrews Ave, Rm. 423
Fort Lauderdale, FL 33301

QUIT CLAIM DEED
(Pursuant to F. S. 125.411)

THIS DEED, made this 8th day of May, 2012, by
BROWARD COUNTY, a political subdivision of the State of Florida (the "GRANTOR"),
whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort
Lauderdale, Florida 33301, and CITY OF DEERFIELD BEACH, a Florida municipal
corporation (the "GRANTEE"), whose address is 150 N.E. Second Avenue, Deerfield
Beach, Florida 33441.

WITNESSETH:

That GRANTOR for and in consideration of the sum of TEN DOLLARS (\$10.00) to
it in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted,
bargained and sold to GRANTEE, its heirs, successors and assigns, forever, the following
described real property described below and on Exhibit "A" attached hereto and made a
part hereof ("Property"), lying and being in Broward County, Florida, to wit:

Folio Number: 4743-31-00-0140

(See Exhibit "A")

TO HAVE AND TO HOLD the same together with all and singular the
appurtenances thereunto belonging or in anywise appertaining, and all the estate, right,
title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or
equity, to the only proper use, benefit and behalf of the said GRANTEE, its successor or
assigns (hereinafter singularly or collectively "Grantee") forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations and
ordinances and other prohibitions imposed by any governmental authority with jurisdiction
over the Property conveyed herein; existing public purpose utility and government
easements and rights of way and other matters of record; taxes for the year of closing
and subsequent years; and that certain Declaration of Restrictive Covenants, approved
by the Board on January 23, 2007, and attached hereto as Exhibit "B", the terms,
conditions and provisions of which are hereby incorporated herein and made a part
hereof by this reference.

10

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

- (1) It is a condition of this conveyance that the Property shall not be used as collateral for a loan financing construction of a single family residence on the Property. In the event GRANTEE obtains financing for construction of a single family residence on the Property, GRANTOR, through its County Administrator, or designee may prepare and record an affidavit reciting that it has conducted a search of the official records of Broward County to determine if GRANTEE has obtained financing on the Property to construct a single family residence on the Property utilizing the Property as collateral. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to GRANTOR as a matter of law and pursuant to this reverter clause.
- (2) In the event GRANTEE fails to complete the construction of a single family residence, as evidenced by the issuance of a final Certificate of Occupancy, within five years from the date of deed transferring this property to Grantee, GRANTOR, through its County Administrator, or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of Broward County, or the records of the City within which the property is located, to determine whether a final Certificate of Occupancy has been issued for subject Property and that no final Certificate of Occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to GRANTOR as a matter of law and pursuant to this reverter clause.

GRANTOR AND GRANTEE acknowledge that the preparation and recordation of any of the foregoing affidavits shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to GRANTOR.


GRANTOR may, in its sole discretion, waive any or all of the reverter conditions contained in paragraph (2) of the reverter clauses above for an additional specified period of time to be determined by GRANTOR if GRANTOR finds it necessary to extend the time frame in which GRANTEE must obtain a final Certificate of Occupancy. Such waiver by GRANTOR, to be effective must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which GRANTEE must obtain the Certificate of Occupancy. The recordation of the Waiver Affidavit by GRANTOR shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

The term "GRANTOR" and "GRANTEE" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

ATTEST:

BROWARD COUNTY, FLORIDA
By Its Board of County Commissioners


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


By  _____
Mayor
8th day of May, 2012



EXHIBIT "A"

Description for Broward County Parcel #4743-31-00-0140

1-47-43 BEGINNING 116 NORTH OF SE CORNER OF EAST 1/2 OF SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4, RUNNING NORTH 110, WEST 100, SOUTH 110, EAST TO BEGINNING. Said land, located in City of Deerfield Beach, Broward County, Florida and contains 8,250 square feet; being the same property conveyed to Broward County, Tax Deed 16684, dated 10/25/2002, recorded in Official Records Book 34018, Page 310.

EXHIBIT "B"

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants, made this ____ day of _____, 20__, by the City of Deerfield Beach, a Florida municipal corporation, hereinafter referred to as "OWNER".

WHEREAS, OWNER is the fee title owner of that certain real property legally described in Exhibit "A-1," 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 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. 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 fifty (50) 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 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 fifty (50) 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 fifty (50) 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

CFN # 110750856, OR BK 48742 PG 1629, Page 7 of 10

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 agrees to 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, 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 fifty (50) 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 fifty (50) 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. 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.

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

OWNER

ATTEST:

City Clerk
Mayor

By: _____

Dated: _____ day of _____, 20__

APPROVED AS TO LEGAL FORM:

, City Attorney

Dated: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____, by _____. He/she is personally known to me or has produced Florida Driver's License No. _____ as identification.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PAB:dmv
09/20/07
07-089.31
DECRESTCOV-CITYAFFHOUSING.DOC

CFN # 110750856, OR BK 48742 PG 1632, Page 10 of 10

EXHIBIT "A-1"

Description for Broward County Parcel #4743-31-00-0140

31-47-43 BEGINNING 116 NORTH OF SE CORNER OF EAST 1/2 OF SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4, RUNNING NORTH 110, WEST 100, SOUTH 110, EAST TO BEGINNING. Said land, located in City of Deerfield Beach, Broward County, Florida and contains 8,250 square feet; being the same property conveyed to Broward County, Tax Deed 16684, dated 10/25/2002, recorded in Official Records Book 34018, Page 310.

EXHIBIT C
NEW PARCEL

Legal Description:

31-47-43 N 55 OF W 165 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4.

Folio Number:

4743-31-06-0090

Site Address:

464 NORTH DEERFIELD AVENUE, DEERFIELD BEACH, FLORIDA 33441

**EXHIBIT D
NEW DECLARATION**

Instr# 117768587 , Page 1 of 7, Recorded 11/30/2021 at 01:57 PM
Broward County Commission

RESOLUTION NO. 2021/160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A DECLARATION OF RESTRICTIVE COVENANTS FROM BROWARD COUNTY TO PLACE AN AFFORDABLE HOUSING RESTRICTION ON THE PROPERTY LOCATED AT 464 N. DEERFIELD AVENUE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, over the years, Broward County (the "County") has conveyed vacant lots to the City for various uses, some of which include development of single-family affordable housing for low income families through placement of restrictive covenants restricting the properties to affordable residential housing; and

WHEREAS, the City owns a lot located at 541 N. Deerfield Avenue that has a restrictive covenant for affordable housing, but which is not suitable for residential development; and

WHEREAS, City staff has asked the County to transfer the restrictive covenant for 541 N. Deerfield Avenue to 464 N. Deerfield Avenue (the "Property") instead; and

WHEREAS, the City Commission finds it in the best interest of the City to approve the declaration of restrictive covenants, attached as Exhibit "A," to place an affordable housing restriction on the Property (the "Restrictive Covenant").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

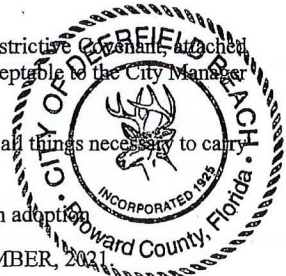
Section 2. The Restrictive Covenant, attached as Exhibit "A," for the Property, is hereby approved.

Section 3. The City Manager is authorized to execute the Restrictive Covenant, attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.


Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

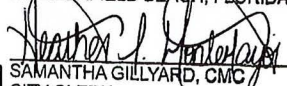
PASSED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2021




BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

I HEREBY CERTIFY THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY FROM THE RECORDS IN THE CITY CLERK'S OFFICE, CITY OF DEERFIELD BEACH, FLORIDA.


SAMANTHA GILLYARD, CMC
CITY CLERK

Instr# 117768587 , Page 2 of 7

Return recorded document to:
Stephanie Ramos, Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
954-357-5535

Document prepared by:
Reno V. Pierre, Assistant County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration"), made this 16th day of November, 2021, by CITY OF DEERFIELD BEACH, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441 ("City") for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, whose address is Governmental Center, 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

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

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

WHEREAS, HABITAT FOR HUMANITY OF BROWARD, INC., a Florida not-for-profit corporation ("Habitat"), intends to build, or cause to have built, affordable housing units on the Property;

WHEREAS, City is willing to donate the Property to Habitat in order for it to build the affordable housing units and convey them to qualified buyers; and

WHEREAS, a condition of City's conveyance of the Property to Habitat 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, City hereby declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to these Covenants and Restrictions (as defined below), which run in

favor of County, and other requirements, all as hereinafter set forth:

1. The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. Restrictive Covenants. City 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 fifty (50) 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 principal residence of OWNER (as defined below) 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 fifty (50) 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 fifty (50) 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 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 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 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 County is prevented from consummating the purchase.
- (d) Maintenance of Property. Owner agrees to maintain the 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 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.

3. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein (collectively "Covenants and Restrictions") shall run with the Property for a period of fifty (50) years. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and 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 fifty (50) years following the date of recordation of this Declaration by City ("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 Covenants and Restrictions 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 the 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. Any subsequent mortgagee, this document shall be recorded in the Official Records of Broward County and all subsequent mortgagees shall take notice and are subject to this Declaration of Restrictive Covenants.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF DEERFIELD BEACH

ATTEST

By: [Signature]
City Clerk

By: [Signature]
Mayor

19th day of October, 2021

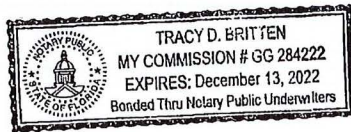
Approved as to form and legal sufficiency:

By: [Signature]
City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of October, 2021, by Bill Ganz, Mayor of the CITY OF DEERFIELD BEACH, a municipal corporation of Florida, [] who is personally known to me or [] who has produced _____ as identification.
(SEAL)



[Signature]
Signature: Notary Public, State of Florida

Tracy Britten
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2021, _____, City Manager of the CITY OF DEERFIELD BEACH, a municipal corporation of Florida, [] who is personally known to me or [] who has produced _____ as identification.
(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Instr# 117768587 , Page 7 of 7, End of Document

EXHIBIT A

Legal Description:

31-47-43 N 55 OF W 165 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4.

Folio Number:

4743-31-06-0090

Site Address:

464 N Deerfield Avenue, Deerfield Beach, FL 33441