

Return recorded copy to:

Urban Planning Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

Document prepared by:
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**DECLARATION OF RESTRICTIVE COVENANTS
(AFFORDABLE HOUSING)**

This Declaration of Restrictive Covenants, made this **13st** day of **March**, 2023, by Broward County Housing Authority, a public agency, corporate and politic, hereinafter referred to as "Owner," **Tallman Pines HR, LTD.**, hereinafter referred to as "Developer".

Recitals

1. Owner is the fee title owner of that certain real property known as the **Hillsboro Landing** ("Plat"), located in Broward County, Florida, and legally described in Exhibit "A," attached hereto and incorporated herein (the "Property").
2. 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 and all mortgagees have been joined or subordinated; 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.
3. Owner has leased the Property to Developer. Developer intends to build affordable housing units on the Property and has applied to Broward County for the waiver of **thirty-one thousand nine hundred sixty-nine** and **00/100** Dollars (**\$31,969**) in impact and/or administrative fees related to the Plat.
4. Pursuant to Section 5-184 of the Broward County Land Development Code, a condition of waiving the impact and/or administrative fees for affordable housing is that Owner and Developer must reasonably ensure that affordable housing units are rented or sold to persons meeting the income limitations defined in Section 5-201 of the Broward County Code of Ordinances.
5. Owner and Developer, in fulfillment of that obligation hereby place certain restrictions on the use of the Property.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer hereby voluntarily agree as follows:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
2. Owner and Developer hereby declare that the Property shall be held, maintained, transferred, sold, conveyed, and owned subject to the following designations and restrictive covenants:

Owner and Developer hereby agree that thirty-one thousand nine hundred sixty-nine and 00 /100 Dollars (\$31,969) in impact and/or administrative fees have been waived for the Plat for the construction of:

8 very low income units
67 low income units

within the Plat. Owner and Developer shall ensure that the aforementioned units shall be sold and rented to persons meeting the applicable income limitations, as defined in Section 5-201 of the Broward County Code of Ordinances.

3. This Declaration of Restrictive Covenants shall be recorded in the Official Records of Broward County, Florida, shall become effective upon recordation, and shall run with the Property at the specified income level(s) for a period of at least thirty (30) years, as required by Section 5-184(b)(4) of the Broward County Code of Ordinances.
4. Broward County, at the request of Owner, Developer, or their successors prior to the above referenced time period, shall cause a release to be recorded in the Official Records of Broward County, Florida, upon payment of all applicable impact fees at the rate in effect at the time of the request for the release of the restrictive covenants.
5. Broward County, through its Board of County Commissioners, its successors and assigns, is the beneficiary of these restrictive covenants and as such, Broward County may enforce these restrictive covenants by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Additionally, BROWARD COUNTY may institute foreclosure proceedings against the Property for the amount of fees that OWNER is bound to repay.
6. Any failure of Broward County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.
7. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel "A" of F.R. (Jack) HUMPHRIES VILLAS, according to the Plat thereof, recorded in Plat Book 81, page 9, of the Public Records of Broward County, Florida.