

**ITEM #71-A**

(Substitute Attachment 11 to Exhibit 2)

**ADDITIONAL MATERIAL**

**PUBLIC HEARING**

**DECEMBER 9, 2025**

**SUBMITTED AT THE REQUEST OF**

**PLANNING COUNCIL**

# **SUBSTITUTE ATTACHMENT 11**

Changes in ~~strike-through~~/underline format per the Office of the County Attorney

This instrument prepared by and return to:

Nectaria M. Chakas, Esq.  
Lochrie & Chakas, P.A.  
699 N. Federal Highway, Suite 400  
Fort Lauderdale, FL 33304

## **DECLARATION OF RESTRICTIVE COVENANTS** **(Affordable Housing Restriction)**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** (“Declaration”) is made this day of \_\_\_\_\_, 20\_\_\_\_, by the HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, a Florida governmental entity created under Chapter 421, Part I of the Florida Statutes (“Declarant”), which shall be for the benefit of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, Declarant is the owner of a 29.646 acre parcel located at 4590 Peters Road in unincorporated Broward County, Florida more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property is a portion of an application filed by Declarant to amend the Broward County Future Land Use Map of the Broward County Comprehensive Plan (Application No. \_\_) and Broward County Municipal Services District (“BMSD”) Comprehensive Plan (Application No. 25-M1) to from Community and Utilities, respectively, to Medium (16) Residential (collectively the County Application and the BMSD Application are referred to as the “Application”); and

WHEREAS, the Declarant intends to develop the Property as an affordable housing community (“Project”); and

WHEREAS, in connection with the Application and Project, Declarant has voluntarily agreed to restrict the maximum number of dwelling units on the Property to 474 dwelling units; and

WHEREAS, the 474 dwelling units will be restricted to affordable housing under the conditions set forth in this Declaration.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Declarant hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

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

2. **Covenants.** The Property is restricted to a maximum of 474 dwelling units, which units shall be restricted to affordable income units as defined in the County Comprehensive Plan and as further restricted by this Declaration ("Affordable Housing Units").

3. **Affordable Housing Units Offered For Sale.** In the event of a Conversion to for sale product, Declarant hereby declares all Affordable Housing Units offered for sale shall be purchased in accordance with the following:

(a) All Affordable Housing Units constructed on the Property shall be used solely as each owner's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non- residential purpose, other than home offices when permitted by applicable zoning regulations; and

(b) All Affordable Housing Units shall be purchased solely by persons who meet the following criteria at the time of purchase of an Affordable Housing Unit. "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 does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean 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 section 62 of the Internal Revenue Code. 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; and

2) The purchaser of the Affordable Housing Unit shall have monthly mortgage payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income; and

3) Excluding government subsidies, the down payment, if any, for the purchase of the Affordable Housing Parcel must not exceed twenty (20) percent of the purchase price; and

4) During the term of this Declaration, as defined herein, every deed of sale or equivalent document transferring title to the Affordable Housing Unit shall include a restriction stating as follows:

This property is to be sold and occupied as an "Affordable Housing Unit," in accordance with the Declaration of Restrictive Covenants recorded in the Official Records of Broward County at Instrument Number \_\_\_\_\_.

5) Prior to any transfer of title or closing on a purchase of an Affordable Housing Unit, each purchaser shall cause to be provided to the County written certification that the criteria in (b) 1), 2), and 3) above have been satisfied.

(c) At the time of sale of any Affordable Housing Unit, Declarant shall record a Notice of Designation of Affordable Housing Unit (an "Affordable Housing Notice") corresponding to the sale.

4. **Affordable Housing Units Offered For Rent.** Declarant hereby declares all Affordable Housing Units offered for rent shall be rented in accordance with the following:

(a) All Affordable Housing Units constructed on the Property shall be used solely as each renter's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home offices when permitted by applicable zoning regulations; and

(b) All Affordable Housing Units shall be rented solely by persons who meet the following criteria at the time of lease:

1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent (120%) of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean 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 section 62 of the Internal Revenue Code. 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.

2) The renter of an Affordable Housing Unit shall have monthly rental payments (including taxes and insurance) that do not exceed thirty (30) percent of an amount representing 120% of the median income limits published by the U.S. Department of Housing and Urban Development, adjusted for family size for the households.

5. **Amendments.** Except as otherwise provided herein, this Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County. The appropriate governmental authority of the County shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment,

modification or release of this Declaration shall be recorded in the ~~Public~~ Official Records of Broward County, Florida, at the then owner's sole expense. No amendment to this Declaration shall be necessary in the event of a Conversion (as may occur from time to time).

**6. Recordation and Effective Date.**

(a) This Declaration shall not become effective ("Effective Date") until the later of (i) Final Approval and (ii) recordation amongst the ~~Public~~ Official Records of Broward County, Florida. As used herein, "Final Approval" shall mean final approval and adoption of the Application, and the expiration of any appeal periods applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted.

(b) Once recorded, this Declaration shall run with the Property for the sole benefit of the County and does not operate as a restriction in favor of any Property owner, and shall bind all successors and assigns to the title of the Property.

(c) From and after such time as any Affordable Housing Unit is conveyed by Declarant to a third party purchaser, following a Conversion, Declarant shall have no further obligations under this Declaration with respect to that particular Affordable Housing Unit and such third party purchaser shall be obligated to comply with all of the provisions of this Declaration with respect to said Affordable Housing Unit.

**7. Severability.** If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

**8. Captions, Headings and Titles.** Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

**9. Context.** Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

**10. Term, Release and Termination.** The restrictions, covenants, rights and privileges granted, made and conveyed herein ("Affordable Housing Restrictions") shall be valid for a period of thirty (30) years from the Effective Date ("Term"); thereafter the Affordable Housing Restrictions shall be of no further force and effect and shall automatically terminate without the consent of the City or the County, or the necessity to record any instrument in the ~~Public~~ Official Records of Broward County, Florida.

**11. Remedies for Violation.** In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, Declarant hereby acknowledges and agrees that the County may withhold further permits and approvals with respect to the Property, provided the County first provides Declarant with written notice and thirty (30) day opportunity to cure the violation. ~~The County's option to withhold further permits and approvals with respect to the Property shall not be exercised if within the thirty~~

~~(30) day notice period: (i) the violation is cured by Declarant; or (ii) the violation cannot reasonably be cured within that time period but the Declarant begins to cure such violation within such time period and thereafter diligently pursues such cure to completion, with such diligence period not to exceed one hundred and twenty (120) days from the date of the notice of violation.~~ 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. ~~In the event the Property is developed in phases such that each phase will have separate ownership, ground lease and/or mortgage loans (each, a "Phase"), a violation of this Declaration with respect to a given Phase of the Property shall not be enforced with respect to any other Phase.~~

**12. Waiver.** Any failure of the County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day first above written.

**WITNESSES:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**DECLARANT:**

**HOUSING AUTHORITY OF THE CITY OF  
FORT LAUDERDALE, a Florida  
governmental entity created under Chapter  
421, Part I of the Florida Statutes**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of (check one): ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is the \_\_\_\_\_ of the Housing Authority of the City of Fort Lauderdale. who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Typed, printed or stamped name of Notary Public  
My Commission Expires:

**EXHIBIT A**  
**Property**  
**Restricted to Affordable Housing**

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY  
(NOT A SURVEY)**

**LEGAL DESCRIPTION**

A PORTION OF TRACTS 4, 5, 6 AND THE WEST 1/2 OF TRACT 7, TIER 16, OF SECTION 13, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF NEWMAN'S SURVEY, RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF WEST DAVIE BOULEVARD.

ALSO LESS AND EXCEPT:

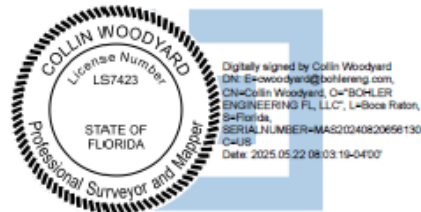
THAT PORTION OF THE WEST ONE-HALF (W1/2) OF TRACT 7, TIER 16 OF SECTION 13, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF NEWMAN'S SURVEY, AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER SAID TRACT 4, TIER 16; THENCE NORTH 75°10'47" WEST, ALONG THE SOUTH LINE OF SAID TRACT 4, A DISTANCE OF 485.00 FEET; THENCE DEPARTING THE SAID SOUTH LINE NORTH 14°49'13" EAST, A DISTANCE OF 3296.80 TO A POINT ON THE SOUTH RIGHT-OF-WAY OF DAVIE BOULEVARD EXTENSION; THENCE ALONG SAID SOUTH LINE NORTH 88°39'33" EAST, A DISTANCE OF 9.02 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 723.94 FEET AND A CENTRAL ANGLE OF 14°43'02", A DISTANCE OF 185.95 FEET TO A POINT ON THE EAST LINE OF THE SAID WEST ONE-HALF OF TRACT 7; THENCE SOUTH 14°49'13" WEST, ALONG THE SAID EAST LINE, A DISTANCE OF 1,095.86 FEET TO THE SOUTH LINE OF SAID TRACT 7, AND THE NORTH LINE OF SAID TRACT 6; THENCE SOUTH 75°10'47" EAST, ALONG THE SOUTH LINE OF SAID TRACT 7, A DISTANCE OF 292.50 FEET; THENCE SOUTH 14°49'13" WEST, ALONG THE EAST LINE OF SAID TRACTS 6, 5 AND 4, A DISTANCE OF 2,232.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,291,387 SQUARE FEET OR 29.646 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF SW 46TH AVENUE, HAVING A GRID BEARING OF N14°49'13"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT (N.A.D. 83/90)
2. ALL MEASUREMENTS SHOWN HEREON ARE IN U.S. SURVEY FEET.
3. AN ABSTRACT OF TITLE WAS NOT PERFORMED BY OR FURNISHED TO BOHLER. ANY EASEMENTS OR ENCUMBRANCES THAT MAY APPEAR AS A RESULT OF SAID ABSTRACT ARE NOT WARRANTED BY THIS SKETCH.
4. THIS IS NOT A "BOUNDARY SURVEY" BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
5. THE PURPOSE OF THIS DOCUMENT IS TO SKETCH AND DESCRIBE A PORTION OF AN EXISTING PROPERTY.
6. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-052, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR THE ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



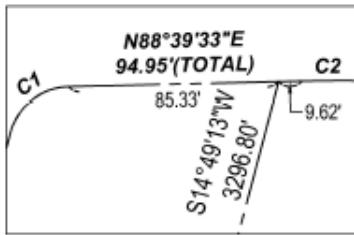
COLLIN WOODYARD  
LS. 7423  
MAY 20, 2025

SHEET 1 OF 2

SCALE: N/A	DATE 05/20/2025	DRAWN CRW	PROJECT FLB240180	SEC. 13 TWP. 50 S. RNG. 41 E.	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280 CERT. OF AUTHORIZATION: LB#8085	<b>BOHLER</b> ™
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# EXHIBIT "A"

## SKETCH OF PROPERTY (NOT A SURVEY)



DETAIL  
1"=60'

N14°49'13"E 3249.04'  
BASIS OF BEARING

SW 15TH CT.

SW 46TH AVE.

SW 21ST ST.

SW 44TH TERRACE

SW 12TH CT.

DAVIE BOULEVARD EXTENSION

SEE DETAIL

TRACT 7, TIER 16  
NEWMAN'S SURVEY  
(P.B. 2, PG. 26, M.D.C.R.)

TRACT 6, TIER 16  
NEWMAN'S SURVEY  
(P.B. 2, PG. 26, M.D.C.R.)

TRACT 5, TIER 16  
NEWMAN'S SURVEY  
(P.B. 2, PG. 26, M.D.C.R.)

TRACT 4, TIER 16  
NEWMAN'S SURVEY  
(P.B. 2, PG. 26, M.D.C.R.)

P.O.B.  
S.E. CORNER OF  
TRACT 4

485.00'

N75°10'47"W  
585.00(TOTAL)'

### LEGEND

- N NORTH
- E EAST
- S SOUTH
- W WEST
- SEC. SECTION
- TWP. TOWNSHIP
- RNG. RANGE
- P.O.B. POINT OF BEGINNING
- P.S.M. PROFESSIONAL SURVEYOR  
AND MAPPER
- P.B. PLAT BOOK
- PG. PAGE
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- B.C.R. BROWARD COUNTY RECORDS

### CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	25.00'	32.22'	N51°44'23"E	30.03'	073°50'20"
C2	753.40'	186.06'	S84°15'57"E	185.59'	014°08'59"

SHEET 2 OF 2

SCALE:  
1"=400'

DATE  
05/20/2025

DRAWN  
CRW

PROJECT  
FLB240180

SEC. 13  
TWP. 50 S.  
RNG. 41 E.

1900 NW CORPORATE BLVD., SUITE 101E  
BOCA RATON, FL 33431 561.571.0280  
CERT. OF AUTHORIZATION: LB#8085

**BOHLER** <sup>TM</sup>