

Record and return to:  
Real Property and Real Estate Development Division  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301

Prepared by:  
Reno V. Pierre, Esq.  
Assistant County Attorney  
Office of the County Attorney  
Broward County, Florida  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

Folio #: 504205131670

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by United Way of Broward County, Inc., a Florida not for profit corporation, and its successors and assigns ("Owner").

#### **WITNESSETH:**

- A. Owner is the fee title owner of the parcel of real property located in Broward County, Florida, as more particularly described in Exhibit A, attached hereto and made a part hereof ("Property").
- B. The Property was conveyed to Owner by Broward County, a political subdivision of the State of Florida ("County"), for nominal consideration subject to the covenants, restrictions, and other requirements as set forth in this Declaration.
- C. Owner and the County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, the Owner declares that the Property and each portion thereof shall only be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to these covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. Restrictive Covenants. The Property shall be utilized solely as part of a parcel or project for the construction of a multifamily housing development ("Project") that includes no fewer than eighty-three (83) affordable multifamily housing units (each,

- a “Unit”), to be rented subject to the following restrictions:
- a. At least ten percent (10%) of the total number of Units shall be rented by one or more natural persons or a family whose total annual adjusted gross household income does not exceed thirty-three percent (33%) of the median annual adjusted gross income for Broward County, adjusted for family size (“AMI”).
  - b. The remaining Units shall be rented by one or more natural persons or a family whose total annual adjusted gross household income does not exceed sixty percent (60%) of AMI.
  - c. The Project shall comply with the requirements of the Federal Fair Housing Act of 1968, as amended (the “Act”), for housing for older persons, with at least eighty percent (80%) of the total units rented to residents who qualify as older persons pursuant to the Act.
  - d. For the purposes of paragraphs (a), (b), and (c) of this Section 2, a Unit occupied by an individual or family whose income is equal to or less than the applicable income limitation for such Unit under this Section 2 (an “Eligible Person”) at the commencement of the occupancy of such Unit, shall be counted as an Eligible Person during such individual’s or family’s tenancy in such Unit, even though such individual or family ceases to be an Eligible Person. Notwithstanding the foregoing, an individual or family whose income, as of the most recent income certification report provided to any federal, state, or local authority, exceeds one hundred forty percent (140%) of the applicable income limitation for the Unit they are occupying shall not continue to be counted as an Eligible Person.
  - e. Rent payments for each of the Units must not exceed thirty percent (30%) of the applicable income limitation for such Unit. “Rent” does not include any payment under Section 8 of the United States Housing Act of 1937, or other related assistance programs.
3. Owner shall ensure that all Units comply with the rental restrictions in Section 2 of this Declaration.
  4. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively “covenants and restrictions”) for a period of ninety-nine (99) years following the date of recordation of this Declaration by the Owner (“Effective Date”). 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 ninety-nine (99) years following the Effective Date (“Termination Date”).
  5. 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.

6. 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.
7. 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 Declaration 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 Declaration 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 Declaration shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.
8. This Declaration shall be recorded by the Owner in the Official Records of Broward County, Florida, and shall become effective upon recordation.

**[The Remainder of this Page Is Intentionally Left Blank]**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by United Way of Broward County, Inc., signing by and through its \_\_\_\_\_, authorized to execute same on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OWNER**

WITNESSES:

UNITED WAY OF BROWARD COUNTY, INC., a Florida not for profit corporation

\_\_\_\_\_  
Signature of Witness 1

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness 1

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

\_\_\_\_\_  
Address of Witness 1

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Print Name of Witness 2

\_\_\_\_\_  
Address of Witness 2

**ACKNOWLEDGEMENT**

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of United Way of Broward County, Inc., a Florida not-for-profit corporation, [ ] 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

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

Lot 11, Block 10 of BROWARD PARK, according to the Plat thereof as recorded in Plat Book 25, Page 49 of the Public Records of Broward County, Florida.

Folio Number: 5042 0513 1670

Property Address: 178 NW 27 Terrace, Fort Lauderdale, FL 33311