

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this __ of _____, 20____, by _____ a _____ corporation, ("Declarant"), which shall be for the benefit of **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), and the **CITY OF SUNRISE**, a municipal corporation organized pursuant to the State of Florida ("City").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of land located in the City, more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, the Property ("Project") is being developed as a mixed-use project that will include residential development as a component, subject to the affordable housing restrictions set forth in this Declaration. Declarant reserves the right to convert the Property, or a portion thereof, to a condominium in the future, subject to the affordable housing restrictions as set forth in this Declaration (a "Conversion");

WHEREAS, in connection with the Project, Declarant has voluntarily agreed to place certain restrictions on the development of the Property as set forth below in favor of the County and the City; and

WHEREAS, Declarant agrees to make certain provisions for affordable housing for the period of time provided herein.

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. Declarant hereby declares the following: A Minimum of fifteen (15) percent of the residential units to be constructed on the Property (as set forth on the final site plan approved by the City) shall be affordable moderate-income units as defined in the County Comprehensive Plan, and as further restricted by this Declaration ("Affordable Housing Units"). If fifteen (15) percent of the actual residential units to be constructed on the Property does not yield a whole number of Affordable Housing Units, the partial of Affordable Housing Units yielded shall be rounded up to the next whole number.

3. Affordable Housing Units Offered For Sale. In the event of a Conversion, 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-based businesses when permitted by applicable law; 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 Property 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 al Instrument No. _____

- 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 City and 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, the form of which Affordable Housing Notice is set forth on "Exhibit B" attached hereto and incorporated herein.

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-based businesses when permitted by applicable law; 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 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 renter of an Affordable Housing Unit shall have monthly rental payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income.

(c) On an annual basis, beginning no later than 12 months after the Effective Date of this Declaration, the owner of an Affordable Housing Unit offered for rent shall (through owner or owner's property manager or other owner representative) cause to be provided to both the City of Sunrise Finance & Administrative Services Department Grants Division and copied to City of Sunrise Community Development Department and the County written certification that the criteria in 4(b) has been satisfied. If the gross income of an existing qualified renter increases above the allowed amount, then the tenant shall be allowed up to an additional year in the unit, to allow for the tenant to locate alternative housing.

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 and City. The appropriate governmental authority of the County and City 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 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 Records of Broward County, Florida. As used herein, "Final Approval" shall mean final approval and adoption of the City plan amendment application and the County plan amendment 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 City and 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 document in the Public 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 City and/ or County may withhold further permits and approvals with respect to the Property, provided the City and/or County first provides Declarant with written notice and thirty (30) day opportunity to cure the violation. The City and/or 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 City and County are the beneficiaries of these covenants and restrictions, and as such, the City and 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.
12. Waiver. Any failure of the City or 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.

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DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, Project Owner has executed this Declaration as of the day and year first written above.

WITNESSES:

PROJECT OWNER

(Signature)

Print name:

Print address:

By: _____

Print Name:

Title:

Print Address:

(Signature)

Print name:

Print address:

ACKNOWLEDGMENT

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

The foregoing was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____ of _____. He/She is ☐ personally known to me or ☐ has produced a valid _____ identification.

(Seal) _____

(Signature) _____

Printed Name: _____

Notary Title/Rank: _____

Notary Serial Number, if any: _____