

PREPARED BY AND RETURN TO:

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DECLARATION OF COVENANTS AND RESTRICTIONS
CONTAINING INCOME AND AFFORDABLE RENT RESTRICTIONS

This **DECLARATION OF COVENANTS AND RESTRICTIONS** is made this ____day of _____, 2015, by **Crystal Lake Supportive Environments, Inc.**, d/b/a ATTAIN, Inc., a Florida non-profit corporation (hereinafter referred to as "Owner") in favor of the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as "City").

WHEREAS, the City has been designated by the State of Florida as an Eligible Municipality for the receipt and use of funds as provided by the State Housing Initiatives Partnership Program, as provided in §420.9072 *et seq.*, Fla. Stat. and Rule 67-37, Florida Administrative Code (hereinafter referred to as the "SHIP Program"); and,

WHEREAS, Owner is the fee owner of the single family house located in the City of Orlando, Florida, more particularly described as follows:

LOT 17, BLOCK B, OAKTREE VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 99 THROUGH 102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

(hereinafter referred to as the "Property"); and,

WHEREAS, Owner has applied for SHIP funds to rehabilitate the existing 4 bedroom/2 bath home to add two additional bedrooms and one bath to the Property to create six (6) SHIP-assisted units on the Property which use is and eligible activity under the SHIP Program; and,

WHEREAS, since SHIP funds are being provided to rehabilitate the Property, SHIP regulations require that certain income and rent affordability requirements be imposed for a certain period of time on the Property; and

WHEREAS, Owner and City entered into a SHIP Program Agreement to ensure Owner would use the SHIP funds to rehabilitate the Property in compliance with SHIP regulations; and

WHEREAS, City and Owner wish to ensure to FHFC and the City that the Property will continue to be maintained as affordable housing for rent to Low Income persons at Affordable rents for a period of not less than fifteen (15) years, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, Owner declares that said Property shall be held, transferred, encumbered, used, sold, leased, conveyed, and occupied, subject to the covenants hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every person or entity who now or in the future owns any portion or portions of the Property.

1. **RESTRICTION OF USE TO AFFORDABLE HOUSING.** This Property is subject to all rules and regulations of the State Housing Initiatives Partnership Program as provided in Section 420.907 et. seq., Florida Statutes, and Rule 67-37, Florida Administrative Code (the SHIP Program), which is incorporated herein by reference as if fully set forth herein. Additionally, each of the six (6) SHIP-assisted units shall only be rented to Low Income persons with a Developmental Disability at Affordable rents all as from time to time defined by FHFC as such minimum and maximum rental rates determined by FHFC and approved by the City of Orlando's Housing and Community Development Department. The Low Income persons are those that have an Annual Gross Income that does not exceed eighty percent (80%) of the median income within the Orlando Metropolitan Statistical Area. The Property must at all times meet the property standards requirements, as set forth in the SHIP Program Agreement. In addition, those affordability, and rental and other restrictions contained in the SHIP Program Agreement executed by and between Owner and Crystal Lake Supportive Environments, Inc. (D/B/A ATTAIN) dated _____, on file with the City Clerk's Office and the City's Housing and Community Development Department, is incorporated herein by this reference and made a part hereof, including the terms and definitions contained therein. A copy of this SHIP Program Agreement can be found in the City Clerk's Office and/or the Housing and Community Development Department of the City of Orlando located at City Hall, 400 South Orange Avenue, Orlando, Florida 32802. All terms shall have the definition and meaning ascribed to such terms in the SHIP Program Agreement and in the applicable rules and regulations of the SHIP Program.

2. **RIGHT OF FIRST REFUSAL.** SHIP regulations require that if the Property is offered for sale before the end of the fifteen year Affordability Period, ATTAIN shall grant an

eligible non-profit organization approved by the City, a right of first refusal to purchase the Property at current market value for continued occupancy for Low Income persons with Developmental Disabilities at Affordable rents as such rents are determined annually by FHFC.

3. **BINDING NATURE OF COVENANTS.** This covenant shall run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date of Project Completion (the "Affordability Period") as defined in the SHIP Program Agreement between ATTAIN and the City.

4. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.** Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Orlando, the Florida Housing Finance Corporation or its successor, or HUD.

5. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this restrictive covenant shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

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

Signed in the presence of Two Witnesses:

**CRYSTAL LAKE SUPPORTIVE
ENVIRONMENTS, INC., d/b/a ATTAIN, Inc.**
(Corporate Seal)

Signature
Print Name: _____

By: _____

Name: _____

Signature
Print Name: _____

Title: _____

NOTARY NEXT PAGE

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of Crystal Lake Supportive Environments, Inc., d/b/a ATTAIN, Inc. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____