

**PREPARED BY AND RETURN TO:**

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**DECLARATION OF RESTRICTIVE COVENANT- CDBG USE RESTRICTION**

**THIS DECLARATION OF RESTRICTIVE COVENANT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **Housing Authority of the City of Orlando, Florida**, with a principal address of 390 N. Bumby Avenue, Orlando, FL, 32803 (hereinafter “OHA”) in favor of the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as “City”).

**WHEREAS**, the City has been designated by the United States Department of Housing and Urban Development (“HUD”) as an entitlement community for the receipt and use of Community Development Block Grant (“CDBG”) funds, as provided in 24 CFR Part 570; and

**WHEREAS**, OHA is the current owner of the **Property located at 5625 Hickey Drive**, Orlando, Florida, 32822 and more particularly described as follows:

**Block A, Orlando Housing Authority Project (Dixie Belle) as recorded in Plat Book 11, Page 67, Public Records of Orange County, Florida.  
SUBJECT TO: An Orlando Utilities Commission easement over the North 100.00 feet thereof.**

(hereinafter the “Property”);

**WHEREAS**, OHA is rehabilitating its playground to provide renovated basketball courts, a pavilion, and a renovated playground for the exclusive use and benefit of the residents of the Citrus Square Apartments, which use is consistent with the purposes in 24 CFR Part 570;

**WHEREAS**, OHA and the Housing and Community Development Department and the Families, Parks and Recreation Department of the City of Orlando entered into a CDBG Agreement, a copy of which is on file with the City Clerk’s Office in the City of Orlando, the definitions, terms and conditions of which are incorporated herein by reference; which provided

for the terms and conditions of the City's grant to FPR to rehabilitate the Property and to insure that the funds would be used for the renovation in compliance with 24 CFR Part 570; and

**WHEREAS**, as a condition to the use of these CDBG funds, OHA must use the Property to provide a playground for the exclusive use of the Citrus Square residents for a period of not less than **five (5) years**; and

**WHEREAS**, OHA and the City want to ensure that the Property continues to be maintained as a playground for a period of not less than **five (5) years**, regardless of any subsequent changes in ownership of the Property.

**NOW, THEREFORE**, OHA declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenant 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 of the Property.

1. **RESTRICTION OF USE.** The Property shall be exclusively used to provide a playground for the exclusive use of the residents of Citrus Square Apartments. The CDBG Agreement executed by and between FPR, HCD, and OHA dated \_\_\_\_\_, 2015, is on file with the City Clerk's Office and the City's Housing and Community Development Department, and contains additional requirements and restrictions and is hereby incorporated herein by reference and made a part hereof, including the term and definitions contained therein. All terms not defined herein shall have the same meaning described in the CDBG Agreement.

If OHA sells, transfers, encumbers, or conveys the Property to an unrelated third party or fails to use the Property as set forth herein and as required by the City, then OHA must reimburse the City an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the improvement to the Property, as required by 24 CFR Part 570.

2. **BINDING NATURE OF COVENANTS.** This covenant is to run with the land until December 14, 2020 and shall be binding on all parties and all persons claiming under them.

3. **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 or by HUD.

4. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this Declaration 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,** OHA has executed this Declaration of Restrictive Covenant, the day and year first above written.

Signed, sealed and delivered  
in the presence of two witnesses:

**Housing Authority of the City of Orlando, FL**  
(SEAL)

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

By: \_\_\_\_\_  
Vivian Bryant, President/CEO

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

**PERSONALLY APPEARED** before me, the undersigned authority, **Vivian Bryant**, as President/CEO of the Housing Authority of the City of Orlando, FL. He/She  is personally known to me or  who has produced \_\_\_\_\_ as identification.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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