

PREPARED BY AND RETURN TO:

Lisa R. Pearson
Chief Assistant City Attorney
City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Phone: (407) 246-2295

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANT
CDBG USE RESTRICTION

THIS DECLARATION OF RESTRICTIVE COVENANT is made this _____ day of _____, 2016, by **OSO Properties, Inc.**, a Florida non-profit corporation, with a mailing address of P.O. Box 680748, Orlando, FL, 32868 (hereinafter “OSO”) 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, **OSO** is the current owner of the Property located at 3600 Clarcona Road, Apopka, FL, 32703 and more particularly described as follows:

LEGAL DESCRIPTION

THE SOUTH 1/2 OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST E1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS THE SOUTH 132.54 FEET OF THE WEST 581.89 FEET AND THE SOUTH 42.54 FEET OF THE OF EAST 80.00 FEET BEING CONTIGUOUS, OF THE SOUTH 1/2 OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST E1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 28 EAST.

AND

THAT PART OF THE SE1/4 OF THE SW1/4 OF THE SE1/4, LYING WEST OF STATE HIGHWAY 435 (LESS THE SOUTH 15 FEET HEREOF), SECTION 27, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING: 321,080 SQ.FT. (7.37 ACRES)

(hereinafter the “Property”);

WHEREAS, Harbor House of Central Florida, Inc., a Florida non-profit corporation, applied to the City for CDBG funds for construction of a domestic violence shelter on the Property which use is consistent with the purposes in 24 CFR part 570;

WHEREAS, HARBOR, OSO, and the City entered into a CDBG Loan 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 loan to HARBOR to construct the domestic violence shelter on the Property and to insure that the funds would be used for the construction in compliance with 24 CFR part 570; and

WHEREAS, as a condition to the use of these CDBG funds, HARBOR and OSO must use the Property as a domestic violence facility to provide shelter for domestic abuse victims, who are presumed to be low-and moderate-income persons, for a period of not less than **five (5) years**; and

WHEREAS, HARBOR, OSO, and the City wish to ensure that the Property continues to be maintained as a domestic violence shelter for a period of not less than **five (5) years**, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, HARBOR and OSO declare 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 used to provide a domestic violence shelter for domestic abuse victims, who are presumed to be low-and moderate-income persons (as defined by the CDBG program who are persons 80% of median income or less within the Orlando Metropolitan Statistical Area). The CDBG Loan Agreement executed by and between the City, OSO, and HARBOR dated March 17, 2016, 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 terms and definitions contained therein. All terms not defined herein shall have the same meaning described in the CDBG Loan Agreement.

If OSO or HARBOR 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 OSO

or HARBOR 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 31, 2021, 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, Harbor House of Central Florida, Inc. has executed this Declaration of Restrictive Covenant, the day and year first above written.

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

Harbor House of Central Florida, Inc. a Florida
non-profit corporation (CORPORATE SEAL)

Print Name: _____

By: _____
Ellen Siler
Title: Interim CEO

Print Name: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, **Ellen Siler**, as Interim CEO of **Harbor House of Central Florida, Inc.**, a Florida non-profit corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2016.

Notary: _____

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

OSO Properties, Inc. a Florida (CORPORATE
SEAL)
a non-profit corporation

Print Name: _____

By: _____

Ellen Siler

Print Name: _____

Title: Interim CEO

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, **Ellen Siler**, as
Interim CEO of **OSO Properties, Inc.**, a Florida non-profit corporation. He/She is
personally known to me or who has produced
_____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2016.

Notary: _____