

PREPARED BY AND RETURN TO:
Holland & Knight LLP
200 South Orange Avenue Suite 2600
Orlando, FL 32801
Attention: Christin Petroski
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DECLARATION OF RESTRICTIVE COVENANT- CDBG USE RESTRICTION

THIS DECLARATION OF RESTRICTIVE COVENANT is made this ____ day of _____, 2018, by HCCH Holding Corporation, a Florida non-profit corporation, with a mailing address of 232 N. Orange Blossom Trail, Orlando, FL, 32805 (hereinafter “Hold Co.”) in favor of the City of Orlando, a Florida municipal corporation (hereinafter referred to as “City”), and Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as the “County”).

WHEREAS, each of the County and 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, on or about June 30, 2016, Health Care Center for the Homeless, Inc., a Florida not for profit corporation (“HCCH”), purchased that certain Property generally located at 4426 Old Winter Garden Road, Orlando, FL, 32811 and more particularly described as follows:

LEGAL DESCRIPTION

Lots 1, 2, and 3, OLD MELDRUM, as per plat thereof, recorded in Plat Bok 47, Page 95, of the Public Records of Orange County, Florida.

(hereinafter the “Property”);

WHEREAS, HCCH applied to the City for CDBG funds for the acquisition of the Property which use is consistent with the purposes in 24 CFR Part 570;

WHEREAS, HCCH and the City entered into a CDBG Loan Agreement (the “City 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 loan to HCCH to acquire the Property (the “City CDBG Funds”) and to insure that the City CDBG Funds would be used for the acquisition in compliance with 24 CFR Part 570; and

WHEREAS, the County and HCCH have entered into a Subrecipient Agreement dated as of February 20, 2018 (the “County CDBG Agreement”), pursuant to which the County is providing certain CDBG funds (the “County CDBG Funds” and together with the City CDBG Funds, the “CDBG Funds”) to HCCH to facilitate the construction of a health care facility on the Property (the “Facility”); and

WHEREAS, on or about the date hereof, with the consent of the City and the County, HCCH is transferring title of the property to Hold Co., its affiliated entity; and

WHEREAS, as a condition to the use of the CDBG Funds, the Property must be used to provide comprehensive health care services such as primary and preventative medical, dental, behavioral health, and pharmacy services for the homeless and other low- and moderate- income persons for a period of not less than five (5) years; and

WHEREAS, HCCH, Hold Co., County and City wish to ensure that the Property continues to be used to provide comprehensive health care services such as primary and preventative medical, dental, behavioral health, and pharmacy services for the homeless and other low- and moderate- income persons for a period of not less than five (5) years, regardless

of the transfer of the Property from HCCH to Hold Co. or any subsequent changes in ownership of the Property.

NOW, THEREFORE, Hold Co. 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 for the duration of the covenant hereinafter set forth.

1. RESTRICTION OF USE. The Property shall be used to provide comprehensive health care services such as primary and preventative medical, dental, behavioral health, and pharmacy services for the homeless and other low- and moderate- income persons for not less than the five (5) year period described in Section 2 below. The City CDBG Agreement executed by and between the City and HCCH dated October 26, 2016, together with the Addendum thereto, dated [_____], 2018, 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. The County CDBG Agreement executed by and between HCCH and County dated February 20, 2018, is on file with the County Clerk's Office and the County'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 County CDBG Agreement or City CDBG Agreement, as applicable.

2. BINDING NATURE OF COVENANTS. This covenant is to run with the land for five (5) years which time period will begin on the date that the Facility has been completed and the use of the Facility to provide comprehensive health care service for the homeless and other low- and moderate-income persons commences. This covenant 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, County or 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, HCCH Holding Corporation has executed this Declaration of Restrictive Covenant, the day and year first above written.

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

HCCH Holding Corporation, a Florida not for
profit corporation (CORPORATE SEAL)

Print Name: _____

By: _____
Bakari F. Burns, President

Print Name: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Bakari F. Burns, as President, of HCCH Holding Corporation, a Florida not for profit corporation. He ☐ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this ____ day of _____, 2018.

Notary: _____