

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 DECLARATION OF RESTRICTIVE COVENANT CONTAINING
RENT AND INCOME RESTRICTIONS

THIS **AMENDED DECLARATION OF RESTRICTIVE COVENANT CONTAINING RENT AND INCOME RESTRICTIONS** is made this ____ day of _____, 2018, by **ONIC- NEW PALM GROVE GARDENS, LLC.**, a Florida limited liability company, (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 United States Department of Housing and Urban Development ("HUD") as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program"), as provided in 24 CFR Part 92; and,

WHEREAS, Owner is the fee simple owner of Palm Grove Gardens Apartments, an existing apartment complex of 142 units, located on the property at **3922 WD Judge Drive, Orlando, Florida, 32808** more particularly described as follows:

Lots 1 and 2, Palm Grove Gardens, as recorded in Plat Book 3, page 35, Public Records of Orange County, Florida, as further described on the attached Exhibit "A"

(hereinafter the "Property"); and,

WHEREAS, the City and Owner entered into a HOME Program Agreement wherein federal HOME funds have been provided to rehabilitate a project consisting of 126 of the 142 units, and pursuant to federal regulations, 24 CFR §92.252 requires that certain affordability requirements be met for a certain period of time on the HOME-assisted units; and

WHEREAS, the Owner has designated one-hundred twenty-six (126) of these units on the Property as "Home-assisted" units; and

WHEREAS, Owner and City wish to ensure that the HOME-assisted units continue to be maintained as affordable housing for rent to Very Low, Sixty Percent and Low Income families,

as applicable, at Affordable rents for a period of not less than five (5) 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, 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.** The 126 HOME-Assisted units must be rented and occupied and are restricted as follows: two (2) [1-bedroom/1 bath] units, nineteen (19) [2-bedroom/1 bath] units, and five (5) [3 bedroom/2 bath] units shall be rented and occupied by Very Low Income (50% median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (LOW HOME rents), all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department; ten (10) units [1-bedroom/1 bath], sixty-nine (69) units [2-bedroom/1 bath], and twenty-one (21) [3-bedroom/2 bath] units shall be rented to and occupied by Low Income (80% median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (HIGH HOME rents), as from time to time defined by HUD, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department. The Project must at all times meet the property standards set forth in 24 CFR §92.251 and meet the accessibility requirements contained in 24 CFR Part 8, and all applicable local codes, or such successive regulations which may be adopted by HUD. The HOME Program Agreement executed by and between ONIC–New Palm Grove Gardens, LLC, Orlando Neighborhood Improvement Corporation, Inc., and the City of Orlando dated September 14, 2017 and the First Amendment to the HOME Program Agreement are both on file with the City Clerk's Office and the City's Housing and Community Development Department, (400 South Orange Avenue, Orlando, Florida, 32801), and contain additional requirements and restrictions which are 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 meaning described to said terms in the Home Program Agreement, as amended.

2. **BINDING NATURE OF COVENANTS.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date of Project Completion (the "Affordability Period") as that term is defined

in 24 CFR Part 92 and the HOME Program Agreement between Owner, ONIC, and the City.

3. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.**

Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity, including the right of specific performance, 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 the United States Department of Housing and Urban Development.

4. **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:

Fanieza Ghani
Signature

Print Name: FANIEZA GHANI

Robert E. Ansley, Jr.
Signature

Print Name: Robert E. Ansley, Jr.

**ONIC- New Palm Grove Gardens,
LLC, a Florida limited liability company**

**By: Orlando Neighborhood Improvement
Corporation, Inc., a Florida not-for-profit
Corporation, Its Manager**

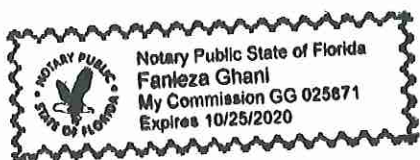
Robert E. Ansley, Jr.
By: **ROBERT E. ANSLEY, JR.
President**

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, **Robert E. Ansley, Jr.**, as President of Orlando Neighborhood Improvement Corporation, Inc., a Florida not-for-profit corporation, the sole managing member of ONIC - New Palm Grove Gardens, LLC, a Florida limited liability company. He/she ☒ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this 26th day of October, 2018.



Fanieza Ghani
Notary Public
Print Name: FANIEZA GHANI

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 2, **PALM GROVE GARDENS**, as recorded in Plat Book 3, page 35, Public Records of Orange County, Florida, also described as:

Commence at the East Quarter (E1/4) corner of Section 20, Township 22 South, Range 29 East; run thence South 0° 02' 52" West, along the East line of said Section 20, a distance of 30 feet for a point of beginning; run thence South 0° 02' 52" West, a distance of 620.67 feet to the Southeast corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section 20; thence North 89° 36' 15" West, a distance of 660.75 feet to the Southwest corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section 20; run thence North 0° 05' 15" East, along the East line of Lake Lawne Shores Annex, recorded in Plat Book "W", page 53, Public Records of Orange County, Florida and along the East line of Sunnybrooke Acres, recorded in Plat Book "X", page 149, Public Records of Orange County, Florida, a distance of 622.30 feet to a point 30 feet South of the North line of the Southeast Quarter (SE1/4) of said Section 20, being the South right-of-way line of Country Club Drive; thence South 89° 27' 45" East, a distance of 660.32 feet to the POINT OF BEGINNING.