

**FIRST AMENDMENT AND JOINDER TO  
AGREEMENT**

This First Amendment and Joinder to Home Investment Partnership Grant Community Housing Development Organization (CHDO) Agreement (FY 2007-2008) (this "**Amendment**") is made this \_\_\_\_ day of \_\_\_\_\_, 2015 between and among:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (the "**City**")

and

HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC., a non-profit corporation organized under the laws of the State of Florida (the "**Withdrawing Participant**")

and

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, a public body corporate and politic, pursuant to the authority granted in Section 421.08, Florida Statutes (the "**Joining Participant**")

**RECITALS**

WHEREAS, the City and the Withdrawing Participant are party to that certain Home Investment Partnership Grant Community Housing Development Organization (CHDO) Agreement (FY 2007-2008) dated as of December 6, 2008 (the "**Agreement**"); and

WHEREAS, the City and the Withdrawing Participant desire to amend the Agreement as set forth herein; and

WHEREAS, effective as of the date hereof, the Withdrawing Participant is conveying certain real property located in the City of Fort Lauderdale, Florida and further described on Exhibit A attached hereto and made a part hereof (the "**HOME Property**") to Joining Participant; and

WHEREAS, the HOME Property was previously acquired by the Withdrawing Participant using funds received from the City pursuant to the Agreement; and

WHEREAS, as a condition to the sale of the HOME Property, the City and the Withdrawing Participant desire to make the Joining Participant a party to the Agreement, as amended by this Amendment, and the Joining Participant desires to become a party to the Agreement, as amended by this Amendment, upon the withdrawal of the Withdrawing Participant from the Agreement, subject to the terms and conditions of this Amendment.

**AGREEMENT**

NOW THEREFORE, with the intent to be legally bound, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined will have the meanings given to them in the Agreement.

2. Withdrawal of Withdrawing Participant; Appointment and Acceptances. Withdrawing Participant desires to withdraw as "Participant" under the Agreement, and City hereby accepts such withdrawal effective as of the date hereof and the City agrees that the Withdrawing Participant shall be responsible under the Agreement only for acts, omissions or the state of affairs occurring prior to the date hereof. In connection with the foregoing, City hereby appoints Joining Participant to act from and after the date hereof as Participant, and Joining Participant accepts such appointment. Effective as of the date hereof, Joining Participant hereby joins in and becomes party to the Agreement, as amended by this Amendment, as Participant. By executing this Amendment, the Joining Participant (a) acknowledges that it has received a copy of the Agreement; and (b) agrees to be bound by all of the provisions of the Agreement, as amended by this Amendment. Notwithstanding anything to the contrary contained in the Agreement, the City acknowledges and agrees that the withdrawal of the Withdrawing Participant from the Agreement and the joinder of the Joining Participant to the Agreement shall not violate or constitute a breach of or an event of default under the Agreement. For purposes of Section 7.5(b) of the Agreement, the address of the Joining Participant is as follows:

Housing Authority of the City of Fort Lauderdale  
437 SW 4<sup>th</sup> Avenue  
Fort Lauderdale, FL 33315  
Attn: Executive Director

3. Consent to HOME Property Transfers. Notwithstanding anything in the Agreement to the contrary, the City acknowledges, agrees and consents to the transfer of the HOME Property to the Joining Participant. The City further acknowledges, agrees and consents to the long-term ground lease of the HOME Property from the Joining Participant to Northwest Properties V, Ltd., a Florida limited partnership (the "**Partnership**"), for the purposes of the undertaking construction, development and revitalization activities on the HOME Property in accordance with the Agreement. The City acknowledges and agrees that the transfer of the HOME Property to the Joining Participant and the subsequent long-term ground lease of the HOME Property to the Partnership shall not violate or constitute a breach of or an event of default under the Agreement.

4. Amendment to Article VII. Article VII of the Agreement is hereby amended to add the following terms to the end of such article:

"No termination of this Agreement shall occur as a result of Participant's transfer of any property acquired with HOME Program funds by long-term ground lease to Northwest Properties V, Ltd., a Florida limited partnership, for the purposes of carrying out Participant's obligations under this Agreement, provided, however that the property and the affordable housing developed thereon shall remain subject to the restrictions contained in the Agreement for the remainder of the period set forth therein."

5. Conflicting Provisions. The provisions of this Amendment shall supersede any conflicting provisions in the Agreement. Otherwise, all other terms and provisions of the Agreement shall remain as written and in full force and effect. Except as expressly provided herein, this Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of the Agreement, a waiver of any default thereunder or release of any of the City's, the Withdrawing Participant's or the Joining Participant's rights and remedies.

6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the City, the Withdrawing Participant, the Joining Participant and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

8 Defined Terms. Capitalized terms not otherwise defined herein shall have the same meaning given to such defined term in the Agreement.

[Signature Page Follows]

SIGNATURE PAGE  
TO  
FIRST AMENDMENT AND JOINDER TO AGREEMENT

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

[Signatures continue on next page]

SIGNATURE PAGE  
TO  
FIRST AMENDMENT AND JOINDER TO AGREEMENT

WITNESSES:

HOUSING ENTERPRISES OF FORT LAUDERDALE,  
FLORIDA, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Tam A. English, Secretary

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by TAM A. ENGLISH, Secretary of HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

[Signatures continue on next page]

SIGNATURE PAGE  
TO  
FIRST AMENDMENT AND JOINDER TO AGREEMENT

WITNESSES:

HOUSING AUTHORITY OF THE CITY OF FORT  
LAUDERDALE

\_\_\_\_\_

By: \_\_\_\_\_  
Tam A. English, Executive Director

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_  
[Witness type or print name]

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by TAM A. ENGLISH, Executive Director of HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

**HOME PROPERTY**

Lot 7, Block "B", Home Beautiful Park Subdivision, according to the Plat thereof, as recorded in Plat Book 2, at Page 47, of the Public Records of Broward County, Florida.

A/K/A 1212 NW 7<sup>th</sup> Street, Fort Lauderdale, FL 33312.

Broward County Tax Folio No. 5042-04-04-0220.

**HOME INVESTMENT PARTNERSHIP GRANT  
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)  
AGREEMENT  
(FY 2007-2008)**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida,  
hereinafter referred to as "City".

and

HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC. a non-  
profit corporation organized under the laws of Florida, hereinafter referred to as  
"Participant".

WHEREAS, on September 16, 2008, by approving Item PUR-13, the City Commission of Fort  
Lauderdale authorized the proper City officials to execute this Agreement; and

WHEREAS, the City received HOME Investment Partnership Grants (HOME) from the U.S.  
Department of Housing and Urban Development (HUD) to provide for the development of  
affordable housing in the City of Fort Lauderdale; and

WHEREAS, Participant is a designated Community Housing Development Organization (CHDO).  
As a CHDO, Participant is eligible to develop an affordable housing program; and

WHEREAS, Participant has proposed renovating currently vacant and/or boarded-up properties  
located in Fort Lauderdale in order to provide affordable housing for low- and very low-income  
families.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the  
parties agree as follows:

**ARTICLE I  
PURPOSE**

- 1.1 The purpose of this Agreement is to outline the requirements by which City will provide funds to Participant so that Participant can acquire and redevelop affordable rental properties to be available for low-income families in Northwest quadrant of the City.
- 1.2 The funds provided herein shall be provided to Participant in the form of a grant.
- 1.3 With the funds provided herein, Participant will acquire and rehabilitate substandard units and make them available to low-income families.



ARTICLE II  
PROGRAM ACTIVITIES

Participant will use the allocated HOME Program funds to rehabilitate substandard residential units and then rent the rehabilitated units to eligible individuals, as defined under HOME federal regulations at 24 CFR 92. Funds must be utilized as follows:

- 2.1 Participant shall acquire, rehabilitate and two (2) 4-unit apartment buildings for rental to eligible low-income tenants.
- 2.2 The units will be owned by the Participant during the rehabilitation period and throughout the twenty (20) year affordability period.
- 2.3 The Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the units meet all the requirements of the Florida Building Code, local codes and federal regulations for housing quality standards.
- 2.4 The Participant will be responsible for selecting tenants for the residential units who are eligible under the HOME Program rules at 24 CFR 92.
- 2.5 The Participant may retain any proceeds received from the operation of the residential units, so long as the proceeds are used for housing activities that benefit low-income households, which are defined in 24 CFR 92.2.
- 2.6 All residential units assisted with HOME Program funds must be occupied by low-income households for twenty (20) years, consistent with the requirements of 24 CFR 92.254. Any unit not meeting this requirement will be subject to recapture of funds used to rehabilitate the unit, pro-rated for the length of time the unit met the requirements.
- 2.7 The Participant must develop and adhere to a fair lease and grievance procedure approved by the City. Participant must also create and follow a tenant participation plan as required in 24 CFR 92.303. The fair lease and grievance procedures and the plan for tenant participation must be provided to the City within 60 days after execution of this Agreement, and once approved by the City, will be made a part of this Agreement.
- 2.8 Participant shall record a restrictive covenant running with the land, imposing the affordability restrictions. The covenant shall be recorded superior to the mortgage lien and shall be consistent with 24 CFR 92.252(e) to preserve affordability.

ARTICLE III  
SCOPE OF SERVICES

- 3.1 Within 24 months from the execution of this Agreement, the Participant shall complete all activities as outlined in Article II herein. However, this Agreement will remain in effect for

the period of affordability, twenty (20) years as defined in and required by the regulations under 24 CFR 92.252(e) and 92.254(a)(4). Timely completion of the work specified in this Agreement is an integral and essential part of performance. In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

- 3.2 Participant will provide to the City a specific working budget and realistic timetable as it relates to: acquisition, rehabilitation, soft costs, development fees and other allowable costs/activities within thirty (30) days of identifying a property and prior to any expenditure of grant funds. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items. All leveraged funding must be identified and documentation of such shall be provided to the City along with the working budget.
- 3.3 Participant shall be solely responsible for completing all activities as outlined herein.
- 3.4 Participant, subject to the terms and conditions herein, shall be solely responsible for executing a Contract, (hereinafter "Construction Contract") between itself and any eligible contractor for performance of necessary construction work that meets all the terms and conditions of the HOME Program regulations, found at 24 CFR Part 92, as now in effect, and as may be amended.
- 3.5 Participant shall be solely responsible for administering the HOME Program funds allocated herein in accordance with all applicable HUD regulations, including Uniform Relocation and Acquisition Standards, when applicable. Participant must advise City of any relocation activity and City will ensure compliance with all applicable Uniform Relocation and Acquisition Standards.
- 3.6 Participant shall not disburse, commit, or expend any HOME Program funds to acquire or rehabilitate property until it has completed an environmental review on the sites that it plans to rehabilitate. The Participant must supply the City's Housing and Community Development Division with Site Specific Environmental Review Forms for each site identified for assistance within thirty (30) days of identifying a property.
- 3.7 Participant shall not award any HOME Program funds for expenditures made in connection with this Agreement without City's consent. City will ensure that all expenditures conform to the City's housing policies and guidelines as well as to all applicable Federal regulations and local housing ordinances.
- 3.8 Participant shall maintain its status as an eligible CHDO as defined by HUD regulations at 24 CFR 92.2. All assets acquired by Participant with HOME Program funds pursuant to this Agreement shall revert to the City upon the dissolution of Participant or upon Participant's failure to maintain its status as an eligible CHDO.

- 3.9 All housing assisted with HOME Program funds must meet the affordability requirements of 24 CFR 92.254. The City will require the Participant to repay any funds used to assist housing not meeting that standard for the required affordability period.
- 3.10 Any proceeds earned from this project will be retained by the Participant for additional HOME eligible activities within the City limits. The Participant must report all proceeds on an annual basis. Such reports must include revenue amounts and proposed use of funds. All uses of proceeds must have prior written approval by the City.
- 3.11 Prior to each closing, the Participant will provide to the City the estimated settlement statement, along with the reconciliation statement, draft note and mortgage and draft restrictive covenant.
- 3.12 Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Participant shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48.

ARTICLE IV  
CERTIFICATIONS

Participant certifies that it shall comply with the following requirements:

- 4.1 Acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.), and the requirements of 24 CFR 92.353.
- 4.2 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 4.3 Drug-free workplace, identified at 24 CFR 24.
- 4.4 Anti-lobbying, identified at 24 CFR 87.
- 4.5 Affirmative marketing, identified at 24 CFR 92.351.
- 4.6 Labor standards, identified at 24 CFR 92.354.
- 4.7 Disbarred or suspended contractors, identified at 24 CFR 24.
- 4.8 Conflict of Interest, identified at 24 CFR 92.356.
- 4.9 Flood Insurance protection, identified at 44 CFR 59-77.
- 4.10 Lead-based paint, identified at 24 CFR 92.355.
- 4.11 Uniform Administrative Requirements, identified at 24 CFR 92.505.

- 4.12 Project requirements, identified at 24 CFR 92

ARTICLE V  
MONITORING AND RECORD KEEPING

- 5.1 Participant will report to the City on a quarterly basis on programmatic and financial status on the following due dates: October 1, January 1, April 1, and July 1, following the execution of this Agreement. The City will provide the forms for the quarterly reports no later than thirty (30) days following execution of this Agreement. Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 92 as now in effect, and as may be amended from time to time. The records shall be available for inspection by the City or HUD representatives during all normal business hours.
- 5.2 Participant shall comply with the applicable policies, guidelines, and requirements of OMB Circular Nos. A-87, A-102, and A-122 relative to the acceptance and use of HOME Program funds by the Participant and any sub-recipients, as required by 24 CFR 92.
- 5.3 Participant shall ensure that all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement and the administration of the program under the regulations are preserved and made available as required by 24 CFR 92.
- 5.4 The designated HOME-assisted units of this project must meet the affordability requirements as found in 24 CFR 92.252 as applicable. The Participant shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME Program requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.
- 5.5 Audits must be conducted in accordance with 24 CFR 85 and OMB Circular A-133.

ARTICLE VI  
FUNDING AND METHOD OF PAYMENT

- 6.1 The maximum HOME funds payable by the City under this Agreement will be \$544,000.00.
- 6.2 Participant will request funds from the City for payment of all HOME Program expenses on a reimbursement basis. Participant may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs; said need must be verified by City. The amount of each request must be limited to the amount actually needed.

- 6.3 Participant will ensure that any expenditure of HOME Program funds will be in compliance with the requirements at 92.206, and acknowledges that HOME Program funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
- 6.4 This is a conditional contract and subject to the "Removal of Grant Conditions" by HUD. Funds cannot be expended before Request for Release of Funds (RROF) has been approved. Participant will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and acknowledges that a violation of this provision may result in denial of any funds under this Agreement.
- 6.5 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- 6.6 Participant shall submit a final invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME Program regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants.

ARTICLE VII  
TERMINATION OF AGREEMENT

- 7.1 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.
- 7.2 If the Participant fails to perform any of the material provisions of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.
- 7.3 Termination shall be upon no less than twenty-four hours notice, in writing, delivered by certified mail, or in person.
- 7.4 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 7.5 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

(a) As to the City:

Housing and Community Development Manager  
Community Development Division  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, Florida 33302

(b) As to the Participant:

Housing Enterprises of Fort Lauderdale, Florida, Inc.  
437 SW 4<sup>th</sup> Avenue  
Fort Lauderdale, FL 33315

ARTICLE VIII  
INDEMNIFICATION CLAUSE

Participant shall indemnify and save harmless and defend City, its agents, servants and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Participant, its agents, servants or employees in the performance of services under this Agreement.

ARTICLE IX  
AMENDMENT

The parties reserve the right to modify, by mutual consent, material terms and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing.

ARTICLE X  
VENUE

This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise here from.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 6 day of NOVEMBER 2008.

WITNESSES:

CITY OF FORT LAUDERDALE

Saheen B. Ali  
Saheen B. Ali  
[Witness type or print name]

By [Signature]  
Mayor

[Signature]  
Katerina Skourtidaki  
[Witness type or print name]

By [Signature]  
City Manager

ATTEST:

(CORPORATE SEAL)

[Signature]  
City Clerk

Approved as to form:

[Signature]  
asst. City Attorney

WITNESSES:

Housing Enterprises of Fort Lauderdale,  
Florida, Inc.

*Sharon Dewar*  
SHARON DEWAR  
[Witness print or type name]

By *Tam English*  
TAM ENGLISH, CEO  
[Print name and title]

Gloria P. Lowe  
GLORIA LOWE  
[Witness type or print name]

Attest:

(CORPORATE SEAL)

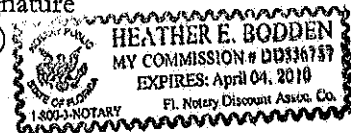
\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of OCTOBER 2008  
by TAM ENGLISH, as CEO, of Housing Enterprises of  
Fort Lauderdale, Florida, Inc. He/She/ is personally known to me or has produced  
\_\_\_\_\_ as identification.

(SEAL)

*Heather E. Bodden*  
Notary Public, State of Florida (Signature  
of Notary taking Acknowledgment)



\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
My Commission Expires:



## DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration" is made this 17<sup>th</sup> day of August, 2009, by Housing Enterprises, of Fort Lauderdale, Florida, Inc., a Florida not for profit corporation (PARTICIPANT);

WHEREAS the CITY has accepted upon certain terms and conditions HOME Investment Partnership Program ("HOME") funds from the U.S. Department of Housing and Urban Development ("HUD") to provide for the Development of affordable housing in the City of Fort Lauderdale ("CITY"); and

WHEREAS, in connection with the acceptance and such use of the HOME funds, U.S. Department of Housing and Urban Development ("HUD") regulations mandate the enforcement of certain "affordability" requirements upon the Property for a specified period of time; and

WHEREAS, PARTICIPANT has entered into a Home Investment Partnership Grant Community Housing Development Organization (CHDO) agreement with the City of Fort Lauderdale ("City"), dated October 29, 2008 ("Agreement"); and

WHEREAS, in order to comply with the HUD affordability requirements, PARTICIPANT wishes to restrict the use of certain property upon which affordable housing will be provided using HOME funds provided by HUD through the CITY pursuant to the Agreement;

NOW, THEREFORE, in accordance with and in consideration of the foregoing, PARTICIPANT declares that the Property described herein shall be held and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth:

1. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.
2. Housing Enterprises, of Fort Lauderdale, Florida, Inc. is the Owner of, and is lawfully seized of the subject property, consisting of 4 units, legally described as follows:

Lot 7, Block "B", of Home Beautiful Park Subdivision, according to the Plat thereof, as recorded in Plat Book 2, at Page 47, of the Public Records of Broward County, Florida, more commonly known as 1212 NW 7 Street, Fort Lauderdale, FL 33311
3. The restrictions contained herein shall apply for a period of twenty years from the date this document is recorded ("the period of affordability"). This period of affordability will continue for the stated number of years regardless of any resale, transfer or vacancy of the Property.
4. During the period of affordability, Participant shall only rent units in the above-described property to tenants eligible under HOME Programs rules at 24 CFR 92.
5. Within the period of affordability, units in the subject property must be occupied by low-income households consistent with the requirements of 24 CFR 92.254. Units not meeting this requirement will be subject to recapture of funds used to rehabilitate the unit, prorated for the length of time the unit met the requirement.

6. These covenants shall remain in effect until amended with written consent of the City of Fort Lauderdale, or for the period of affordability set forth in paragraph 1.
7. The CITY OF FORT LAUDERDALE, its successors and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.
8. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. The CITY shall be entitled to enforce the obligations set forth in this declaration by an action in law or equity. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
9. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.
10. The CITY, at the request of PARTICIPANT or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon expiration of the twenty-year period of affordability.
11. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
12. Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation and the rights and obligations hereunder shall be binding upon the Owner and its successors in interest.

IN WITNESS WHEREOF, the Participant has executed this Declaration of Restrictive Covenants on the date first above written.

Signed, sealed and delivered in the presence of:

Gloria P. Lowe  
Witness #1 Signature

Housing Enterprises, of Fort Lauderdale, Florida,  
Inc., a Florida not for profit corporation

GLORIA LOWE  
Witness #1 Printed Name

Tam English  
Tam English, Vice President/Secretary

Shawn Jewer  
Witness #2 Signature

Shawn Jewer  
Witness #2 Printed Name

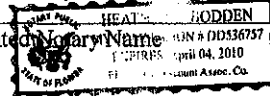
**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2009  
by Tam English who is personally known to me or has produced \_\_\_\_\_ as  
identification.

**SEAL**

*Heather E. Bodden*  
\_\_\_\_\_  
Notary Public

*HEATHER E. BODDEN*  
\_\_\_\_\_  
Printed Notary Name



My Commission Expires:



L:\SPM\CommuDevRestrictive.doc