

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Patricia SaintVil-Joseph, Esq.
City of Fort Lauderdale
City Attorney's Office
1 East. Broward Blvd., Ste. 1605
Fort Lauderdale, FL 33301

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, with an effective date of October 18th, 2023, is entered into by and between the **City of Fort Lauderdale** (hereinafter "City"), a Florida municipal corporation, with its principal address located at 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter "Mortgagor") and the **Fort Lauderdale Community Development Corporation** (hereinafter "Borrower"), a Florida Not for Profit corporation, with its principal address located at 1033 NW 6th Street, Suite 204, Fort Lauderdale, Florida 33311.

RECITALS

A. On or about December 20, 2021, Borrower executed and delivered a City of Fort Lauderdale Community Housing Development Program Mortgage (hereinafter "Mortgage") to secure a Promissory Note in favor of the City in the amount of \$45,000.00 as a provider under the City's HOME Investment Partnerships Community Housing Development Organization (HOME-CHDO) program, partly funded by the Community Development Block Grant (CDBG), and said Mortgage was recorded on January 20, 2022, under Instrument No. 117879421, at pages 1-14, in the Public Records of Broward County, Florida, which encumbers the real property described "Exhibit A" attached hereto and incorporated herein (hereinafter "Property").

B. Pursuant to the City's HOME-CHDO program for first-time homebuyers, and in accordance with the CDBG funding guidelines, Borrower is selling the Property to **Eugene Greene and Sylvie Greene**, husband and wife (hereinafter, "Buyers"), and Buyers applied for a loan in the amount of \$310,000.00 from City National Bank which said loan will be secured by a mortgage and security agreement encumbering the subject Property.

C. As a condition to approving Buyer's loan, City National Bank requires a lien paramount and superior to all liens or encumbrances on the Property and, therefore, Borrower have asked the City to enter into this Subordination Agreement to acknowledge that the lien of the Mortgage is subordinate and inferior to the lien in favor of City National Bank.

D. Subject to its terms and conditions, City National Bank is willing to approve and make the loan to Buyers, subject to the City's HOME-CHDO program and CDBG funding guidelines for, conditioned upon City's agreement to subordinate the Mortgage.

E. Pursuant to Resolution Nos. 00-175, 07-128, and 17-282, the City has established guidelines for approving Subordination Agreements and has determined that this transaction and Borrower meet the guidelines for subordination of the City's Mortgage.

F. The mortgage from City National Bank will be filed following the execution of this subordination document.

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. The recitals set forth in paragraphs A through F are true and correct and are incorporated herein by reference.

2. The City hereby acknowledges and consents to subordinate its interest in the Mortgage to the lien of City National Bank which will encumber the Property.

3. Pursuant to Resolution Nos. 00-175, 07-128, and 17-282, the City concedes that the following criteria have been met:

- a. At least one year has elapsed from the date of closing on the City's loan.
- b. Subordination is to a fixed rate mortgage with an interest rate at least 2 percentage points lower than the mortgage debt being refinanced and at least fifty-one percent (51%) of the net proceeds or cash received by the Borrower, if any, will be utilized to improve the Property. The interest rate on the City National Bank loan shall not exceed 2.75% (the "interest rate").
- c. The combined loans to value ratio do not exceed 95%.

4. The Borrower acknowledges and consent to all the terms and conditions outlined in this his Subordination Agreement which shall run in favor of City National Bank and no other party shall be entitled to rely on this Agreement.

5. This Subordination Agreement shall be binding on the successors and assigns of the City and shall be recorded in the Public Records of Broward County, Florida.

6. This Subordination Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, with venue in Broward County, Florida.

7. The cost of recording this instrument shall be borne by the Borrower and shall take effect upon the recording of the mortgage filed by City National Bank.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]**

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida

Municipal corporation

Donna Varisco

Witness signature

Donna Varisco

[Witness-print of type name]

Rvollar

Witness signature

Rvollar

[Witness-print of type name]

By [Signature]
for Greg Chavarria, City Manager

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

[Signature]

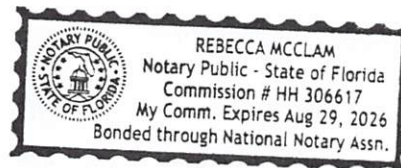
Patricia Saint-Vil-Joseph, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online, this 2nd day of October, 2023, by **GREG CHAVARRIA**, as City Manager of the City of Fort Lauderdale, a Florida municipal corporation.

[Signature]
Notary Public, State of Florida

Rebecca McClam
Name of Notary Typed, Printed or Stamped

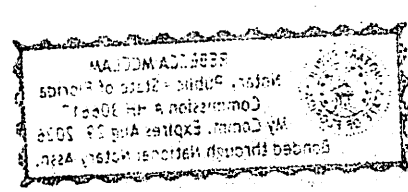


Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

[Faint handwritten signature]


[Faint handwritten signature]



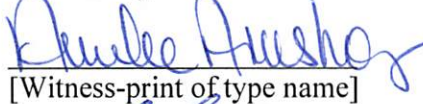
COUNTERPART SIGNATURE PAGE FOR SUBORDINATION AGREEMENT

WITNESSES:

**FORT LAUDERDALE COMMUNITY
DEVELOPMENT CORPORATION,**
a Florida Not For Profit Corporation



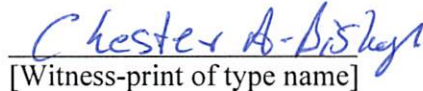
Witness signature



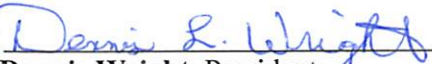
[Witness-print of type name]



Witness signature



[Witness-print of type name]

By 

Dennis Wright, President

Date 10/18/2023

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned authority, by means of ☒ physical presence or ☐ online, this 18th day of October, 2023, by **Dennis Wright**, as President of the **Fort Lauderdale Community Development Corporation**, a Florida Not For Profit corporation.



Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification ☒

Type of Identification Produced a FL Drivers License



EXHIBIT A

Legal Description

Lots 16 and 17, in Block 4, OF FIRST ADDITION TO TUSKEGEE PARK, according to the Plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida

Tax Folio# 5042-04-06-0690

This instrument prepared by and after
recording return to:
Patricia SaintVil-Joseph, Assistant City Attorney
Office of the City Attorney
1 East Broward Blvd., Ste. 1605
Fort Lauderdale, FL 33301

Space above this line for recorder's use

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this 18th day of October, 2023, by **EUGENE GREENE AND SYLVIE GREENE**, husband and wife (hereinafter, jointly or severally referred to as "Buyers" or "Owners");

WHEREAS, the CITY OF FORT LAUDERDALE ("CITY") has accepted upon certain terms and conditions Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD") to provide for the Development of affordable housing in the CITY; and

WHEREAS, in connection with the acceptance and such use of the CDBG funds, HUD regulations mandate the enforcement of certain "affordability" requirements upon the Property, defined herein below, for a specified period of time; and

WHEREAS, on or about December 20, 2021, the Fort Lauderdale Community Development Corporation, a Florida not-for-profit corporation (hereinafter, "FLCDC", executed and delivered a City of Fort Lauderdale Community Housing Development Program Mortgage and a Promissory Note in favor of the City in the amount of \$45,000.00 as a provider under the City's HOME Investment Partnerships Community Housing Development Organization (HOME-CHDO) program, partly funded by the Community Development Block Grant (CDBG), and said Mortgage with a Declaration of Restrictive Covenants was recorded on January 20, 2022, under Instrument No. 117879421, at pages 1-14, in the Public Records of Broward County, Florida (hereinafter "Original DRC"), which encumbers the subject real property legally described below in paragraph 2 of this Declaration and incorporated herein by this reference (hereinafter "Property") ; and

WHEREAS, pursuant to the City's HOME-CHDO program for first-time homebuyers, and in accordance with the CDBG funding guidelines, FLCDC is selling the Property to Buyers and, in order to comply with the HUD affordability requirements, Buyers wish to accept and comply with the use and residency restrictions of the Property upon which HUD affordable housing funding is provided through the CITY.

NOW, THEREFORE, in accordance with and in consideration of the foregoing, Buyers declare 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. **EUGENE GREENE AND SYLVIE GREENE**, husband and wife, are first-time homebuyers eligible under the HOME Program rules at 24 CFR Part 92 and, subsequent to

the title transfer from FLCDC, will become the Owners of, and is lawfully in possession of the Property used for this program and legally described as follows:

Lots 16 and 17, Block 4 First Add to TUSKEGEE PARK, according to the Plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County.

MORE COMMONLY KNOWN AS: 517 NW 13th AVENUE, FORT
LAUDERDALE, FLORIDA 33311

3. The restrictions contained herein shall apply for a period of fifteen (15) years from December 20, 2021, the date FLCDC executed the Original DRC (hereinafter "Period of Affordability") and shall continue for the remainder of the Period of Affordability and shall expire on December 19, 2036, regardless of any resale, transfer, or vacancy of the Property.

4. During the period of affordability, Buyers/Owners shall only occupy the Property as their primary residence and shall not sell or transfer title of the Property until after the expiration date of the Period of Affordability.

5. The Property must be occupied by at all times by Owners consistent with the requirements of 24 CFR Section 92.254, and Buyers/Owners' failure to comply with this requirement shall subject the Property to recapture of funds used to acquire or rehabilitate the Property, including all reasonable costs and attorney's fees.

6. These covenants shall remain in effect for the period of affordability set forth in Paragraph 3 hereinabove unless amended with written consent of the CITY.

7. The CITY, 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 by an action in law or equity. In any action to enforce the obligations of this Declaration, the CITY 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 Buyers/Owners or their respective successor, heir, or assign, shall cause a release to be recorded in the Official Records of Broward County, Florida upon expiration of the applicable fifteen (15) years 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. This Declaration shall be recorded in the Public Records of Broward County, Florida, and the rights and obligations hereunder shall be binding upon the Buyers/Owners and their respective successors, assigns heirs, and personal representatives.

13. During the period of affordability, the Buyers/Owners shall comply with the terms and conditions set forth in the Original DRC dated December 20, 2021, between the City and the FLCDC.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BUYERS/OWNERS

WITNESSES:

Witness signature

Amber Armstrong

Type or print name

Witness signature

Chester A. Bishop

Type or print name

Eugene Greene

Eugene Greene, jointly and individually.

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of October, 2023, by **Eugene Greene**, husband.

Notary Public signature

Name Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ☒

Type of Identification Produced a Florida driver's license

WITNESSES:

Witness signature

Amber Armstrong

Type or print name

Witness signature

Chester A. Bishop

Type or print name

Sylvie Greene

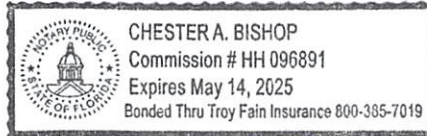
Sylvie Greene, jointly and individually.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of October, 2023, by **Sylvie Greene**.

Chester A. Bishop
Notary Public signature

Name Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ☒
Type of Identification Produced *a photo driver license*

Approved as to form and correctness:
D'WAYNE M. SPENCE, Interim City Attorney

By: *[Signature]*
Patricia Saint-Vil-Joseph
Assistant City Attorney



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 10/24/23

1L

DOCUMENT TITLE: Subordination Agreement and Declaration of Restrictive Covenants - COFL and Fort Lauderdale Community Development Corporation - 517 NW 13 Ave - Eugene & Sylvie Greene

COMM. MTG. DATE: 8/20/2019 CAM #: 19-0721 ITEM #: CM-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia Ext 5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: HCD Router Name/Ext: Eveline Ext. 4775 # of originals routed: 2 Date to CAO: _____

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1 of each

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/24/23 Patricia SaintVil-Joseph
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 10/25/23

4) City Manager's Office: CMO LOG #: DCT 79 Document received from: CCO 10/26/23 I/O

Assigned to: ☒ GREG CHAVARRIA ☐ SUSAN GRANT ☐
☒ ANTHONY FAJARDO ☒ GREG CHAVARRIA as CRA Executive Director ☐

☒ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☐ CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 of each originals to: Avis Wilkinson-HCD Ext 4513

****Please scan a copy of fully executed docs to ssierra@fortlauderdale.gov

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to Sonias X5598

Rev. 9/9/2020