

Memorandum



Date: February 11, 2009

To: Honorable Chairman Dennis C. Moss
And Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Conveyance of sixty five (65) single family home building sites
to Habitat for Humanity of Greater Miami, Inc.

HCD
Agenda Item No. 3(A)

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of the County Manager.

RECOMMENDATION

It is recommended that the Board adopt the attached resolution authorizing the County Mayor to approve the conveyance of sixty-five (65) single family home building sites, listed in Attachment "A" to Habitat for Humanity of Greater Miami, Inc., a not-for-profit Florida Corporation (Habitat), for infill housing development, authorize the waiver of Administrative Order 3-44 as it relates to the conveyance process established in the Section entitled "Availability of County Property," and authorize the County Mayor to execute County Deeds, substantially in the form attached hereto in Attachments, "B" and "C."

BACKGROUND:

Habitat is in the process of constructing affordable housing as part of the Hope VI redevelopment project and has requested the conveyance of sixty-five (65) County-owned lots, which are located within the boundaries of the Hope VI Redevelopment Area. The requested lots are part of the County's inventory of lots set aside for the Infill Housing Initiative. The Affordable Housing Review Committee (AHRC) reviewed the lots and determined that they were suitable for the development of affordable single family housing. However, many of the lots require corrective actions, such as variances of zoning and platting, which Habitat is fully aware of and willing to do.

The lots will be conveyed subject to various restrictions contained in the County Deeds attached hereto as Attachments "B" and "C." The County Deeds contain the following restrictions: the property shall be developed with an affordable home(s); the home(s) shall be sold to an eligible homebuyer; the home shall be built within a specified period of time; the home shall meet the minimum Infill Housing Architectural and Space Requirements; the sales price of the home(s) shall not exceed \$129,000. If the restrictions are not complied with Habitat shall forfeit all rights to the property. The County Deed found in Attachment "C" contains an additional restriction which will apply to those lots which were purchased with Community Development Block Grant (CDBG) funding, and, therefore, are subject to Federal requirements.

Honorable Chairman Dennis C. Moss
And Members, Board of County Commissioners
Page 2

JUSTIFICATION:

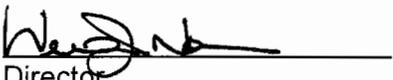
Staff recommends that these lots be conveyed directly to Habitat so that they can continue to build affordable housing, especially for displaced families of the former Scott Carver housing development. Habitat has a proven track record of building affordable housing for low and very low income families and has agreed to cap the price of the homes at \$129,000.00. Furthermore, Habitat shall assess each infill lot to determine if duplexes, triplexes or quadplexes can be built on these lots, and where feasible, make every effort to maximize the density on the properties, subject to the review and approval of the County Mayor or the Mayor's designee. These homes will first be offered to the former Scott Carver residents.

In light of the fact that these lots are being conveyed directly to Habitat, it is necessary to waive the section of Administrative Order 3-44 entitled "Availability of County Property," which states that properties that have been determined to be suitable for infill housing will be offered to a pre-qualified pool through a competitive work order proposal process. It should be noted that Habitat is the highest ranking member (receiving 908 points out of 1000) of the pool which was approved by the Board on December 20, 2007 via Resolution R-1402-07.

MONITOR: Elva R. Marin, GSA Real Estate Manager

DELEGATED AUTHORITY:

The County Mayor is authorized to execute County Deeds to effectuate the conveyance of sixty-five (65) lots to Habitat and enforce the deed restrictions specified in the County Deeds.



Director
General Services Administration

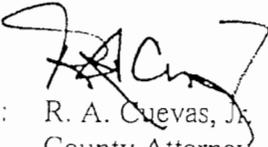


MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: March 3, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO CONVEY SIXTY-FIVE (65) SINGLE FAMILY HOME BUILDING SITES TO HABITAT FOR HUMANITY OF GREATER MIAMI, INC. A NOT-FOR-PROFIT FLORIDA CORPORATION FOR INFILL HOUSING DEVELOPMENT AT A PRICE OF TWENTY DOLLARS (\$20.00); AUTHORIZING THE WAIVER OF ADMINISTRATIVE ORDER 3-44 AS IT RELATES TO THE SECTION ENTITLED "AVAILABILITY OF COUNTY PROPERTY"; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A COUNTY DEED FOR SAID PURPOSE.

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the conveyance of sixty-five (65) single family home building sites, legally described in the attached County Deed, to Habitat for Humanity of Greater Miami, Inc., a not-for-profit Florida Corporation (Habitat) for infill housing development at a price of twenty dollars (\$20.00), provided, however, that Habitat shall assess each infill lot to determine if duplexes, triplexes or quadplexes can be built on these lots, and where feasible, make every effort to develop the properties as such, subject to the review and approval of the County Mayor or the County Mayor's designee; and that the County Mayor or the County Mayor's designee shall ensure that Habitat offers the homes to former residents of the Scott / Carver Homes, whose homes were demolished as part of the Hope VI Redevelopment of Scott / Carver Homes, prior to offering the units to non-Scott / Carver Home residents; authorizes the waiver of Administrative Order 3-44 as it relates to the Section entitled "Availability of County Property;" and authorizes the County Mayor to execute a County Deed, in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and
adopted this 3rd day of March, 2009. This resolution shall become effective ten
(10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed,
shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

5

Attachment A

	Address	Folio #	Dept. User
1	6218 - 6220 NW 1st Court	01-3113-058-0210	GSA
2	6208 NW 1st Court	01-3113-058-0211	GSA
3	NW 71st Street at 19th / 20th Avenue	30-3110-028-0030	GSA
4	7016 NW 20th Avenue	30-3110-028-0840	GSA
5	Address Not Avail.	30-3110-028-1110	GSA
6	Address Not Avail.	30-3110-028-1830	GSA
7	Address Not Avail.	30-3110-028-2040	GSA
8	Address Not Avail.	30-3110-028-2060	GSA
9	1895 NW 81st Terrace	30-3110-057-0480	GSA
10	1543 NW 73rd Street	30-3111-038-0520	GSA
11	7968 NW 14th Place	30-3111-041-0120	GSA
12	1737 NW 68th Terrace	30-3115-005-1000	GSA
13	1762 NW 68th Terrace	30-3115-005-1180	GSA
14	Address Not Avail.	30-3115-005-1530	GSA
15	1866 NW 63rd Street	30-3115-005-3720	GSA
16	1864 NW 63rd Street	30-3115-005-3730	GSA
17	Address Not Avail.	30-3115-005-3740	GSA
18	1860 NW 63rd Street	30-3115-005-3750	GSA
19	Address Not Avail.	30-3115-005-3920	GSA
20	1861 NW 62nd Terrace	30-3115-005-3950	GSA
21	Address Not Avail.	30-3115-005-4490	GSA
22	1823 NW 64th Street	30-3115-005-4500	GSA
23	Address Not Avail.	30-3115-005-4510	GSA
24	1879 NW 65th Street	30-3115-005-4900	GSA
25	1872 NW 68th Terrace	30-3115-005-5560	GSA
26	Address Not Avail.	30-3115-005-5720	GSA
27	1821 NW 68th Street	30-3115-005-5730	GSA
28	1827 NW 68th Street	30-3115-005-5760	GSA
29	Address Not Avail.	30-3115-005-5880	GSA
30	1844 NW 69th Street	30-3115-005-5910	GSA
31	Address Not Avail.	30-3115-005-5930	GSA
32	Address Not Avail.	30-3115-005-5940	GSA
33	1821 NW 68th Terrace	30-3115-005-6040	GSA
34	1882 NW 70th Street	30-3115-005-6460	GSA
35	Address Not Avail.	30-3115-005-6470	GSA

	Address	Folio #	Dept. User
36	1827 NW 69th Terrace	30-3115-005-6660	GSA
37	Address Not Avail.	30-3115-005-6740	GSA
38	1895 NW 69th Terrace	30-3115-005-6750	GSA
39	7019 NW 20th Avenue	30-3115-017-0220	GSA
40	2030 NW 70th Street	30-3115-017-0310	GSA
41	Address Not Avail.	30-3115-017-0360	GSA
42	6900 NW 20th Avenue	30-3115-017-0410	GSA
43	NW 23rd Court at 68th Street	30-3115-036-0130	GSA
44	6295 NW 23rd Avenue	30-3115-037-0160	GSA
45	3041 NW 64th Street	30-3116-006-0060	GSA
46	1635 NW 1st Court	01-3125-048-1190	GSA
47	Address Not Avail.	30-3110-015-0810	GSA
48	NW 71st Street at 19th Avenue	30-3110-028-0120	GSA
49	Address Not Avail.	30-3110-028-0680	GSA
50	Address Not Avail.	30-3110-028-1840	GSA
51	1697 NW 73rd Street	30-3111-038-0620	GSA
52	1751 NW 70th Street	30-3115-005-0250	GSA
53	1855 NW 69th Street	30-3115-005-6390	GSA
54	2000 NW 69th Terrace	30-3115-017-0400	GSA
55	7715 NW 1st Avenue	01-3112-053-0010	OCED
56	NW 71st Street at 20th Avenue	30-3110-028-0740	OCED
57	7944 NW 11th Avenue	30-3111-047-0530	OCED
58	Address Not Avail.	30-3122-020-0170	OCED
59	Address Not Avail.	30-3122-020-0180	OCED
60	Address Not Avail.	30-3122-020-0200	OCED
61	Address Not Avail.	30-3122-020-0210	OCED
62	Address Not Avail.	30-3122-020-0220	OCED
63	Address Not Avail.	30-3122-020-0240	OCED
64	Address Not Avail.	30-3115-005-6340	OCED
65	2380 NW 51st Street	30-3122-020-0120	OCED

Attachment B

Instrument prepared under the direction of
Thomas Goldstein, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this _____ day of _____, 200__ AD. by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and _____, party of the second part, whose address is _____:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (the "Property"):

As legally described in Exhibit "B" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Property shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative established in Sections 17-121 through 128 of the Code of Miami-Dade County and the County's Infill Housing Initiative Guidelines. If the event Party of the Second Part fails to develop the home in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause.
2. That the Property shall be developed with affordable housing within one (1) year of the recording of this deed, as evidenced by the issuance of a final Certificate of Occupancy. In the event Party of the Second Part fails to complete the construction of the home(s) within one (1) year from the date of this deed, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter. Notwithstanding, Party of the First Part may, in its sole discretion, waive this reverter condition if Party of the First Part finds it necessary to extend the time frame in which Party of the Second Part must complete the home. Such waiver by Party of the First Part, to be effective must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation of a letter executed by the County Manager or his designee giving such waiver and specifying the new time frame in which Party of the Second Part must complete the home. The letter by Party of the First Part shall be conclusive evidence upon which any party may rely that the

condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to Party of the First Part.

3. That the affordable housing developed on the property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County but under no circumstances shall the sales price of the home exceed One Hundred and Twenty-Nine Thousand and 00/100 (\$129,000.00). In the event Party of the Second Part fails to sell the home to a qualified household or sells the home above One Hundred and Twenty-Nine Thousand and 00/100 (\$129,000.00), title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause, and by such reverter to the Party of the First Part, Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

Party of the Second Part shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant;" and include the following language in the deed of conveyance:

"This property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the property shall remain affordable during the "Control Period." The "Control Period" commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every 20 years for a maximum of 60 years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Party of the Second Part may encumber the property with:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.

The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon receiving proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the county. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, the Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized by Resolution No. ____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 200__.

Exhibit A

1	01-3113-058-0210
2	01-3113-058-0211
3	30-3110-028-0030
4	30-3110-028-0840
5	30-3110-028-1110
6	30-3110-028-1830
7	30-3110-028-2040
8	30-3110-028-2060
9	30-3110-057-0480
10	30-3111-038-0520
11	30-3111-041-0120
12	30-3115-005-1000
13	30-3115-005-1180
14	30-3115-005-1530
15	30-3115-005-3720
16	30-3115-005-3730
17	30-3115-005-3740
18	30-3115-005-3750
19	30-3115-005-3920
20	30-3115-005-3950
21	30-3115-005-4490
22	30-3115-005-4500
23	30-3115-005-4510
24	30-3115-005-4900
25	30-3115-005-5560
26	30-3115-005-5720
27	30-3115-005-5730
28	30-3115-005-5760
29	30-3115-005-5880
30	30-3115-005-5910
31	30-3115-005-5930
32	30-3115-005-5940
33	30-3115-005-6040
34	30-3115-005-6460
35	30-3115-005-6470
36	30-3115-005-6660
37	30-3115-005-6740
38	30-3115-005-6750
39	30-3115-017-0220
40	30-3115-017-0310
41	30-3115-017-0360

42 30-3115-017-0410
43 30-3115-036-0130
44 30-3115-037-0160
45 30-3116-006-0060
46 01-3125-048-1190
47 30-3110-015-0810
48 30-3110-028-0120
49 30-3110-028-0680
50 30-3110-028-1840
51 30-3111-038-0620
52 30-3115-005-0250
53 30-3115-005-6390
54 30-3115-017-0400

Attachment C

Instrument prepared under the direction of
Shannon Summerset, Assistant County Attorney
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No: See Exhibit "A"

COUNTY DEED

THIS DEED, made this _____ day of _____, 200__ AD. by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and _____, party of the second part, whose address is _____:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Property shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative established in Sections 17-121 through 128 of the Code of Miami-Dade County and the County's Infill Housing Initiative Guidelines. If the event Party of the Second Part fails to develop the home in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause.
2. That the Property shall be developed with affordable housing within one (1) year of the recording of this deed, as evidenced by the issuance of a final Certificate of Occupancy. In the event Party of the Second Part fails to complete the construction of the home(s) within one (1) year from the date of this deed, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter. Notwithstanding, Party of the First Part may, in its sole discretion, waive this reverter condition if Party of the First Part finds it necessary to extend the time frame in which Party of the Second Part must complete the home. Such waiver by Party of the First Part, to be effective must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation of a letter executed by the County Manager or his designee giving such waiver and specifying the new time frame in which Party of the Second Part must complete the home. The letter by Party of the First Part shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to Party of the First Part.

3. That the affordable housing developed on the property shall be sold to a qualified low income household earning less than or equal to eighty percent of the area median income, must be "affordable" to that household (PITI is less than one-third of household's gross monthly income), and is sold at a price equal to or as defined in Sections 17-122(n) of the Code of Miami-Dade County but under no circumstances shall the sales price of the home exceed One Hundred and Twenty-Nine Thousand and 00/100 (\$129,000.00). In the event Party of the Second Part fails to sell the home to a qualified household or sells the home above One Hundred and Twenty-Nine Thousand and 00/100 (\$129,000.00), title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause, and by such reverter to the Party of the First Part, Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. Within 30-days of closing on the sale of the home to the qualified household, Grantee shall submit a report to Miami-Dade County's Office of Community and Economic Development indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the CDBG investment. Program income is defined as the income from the sale of the houses.

Party of the Second Part shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant;" and include the following language in the deed of conveyance:

"This property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the property shall remain affordable during the "Control Period." The "Control Period" commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every 20 years for a maximum of 60 years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Party of the Second Part may encumber the property with:

- c) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- d) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.

The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or

mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon receiving proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the county. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, the Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized by Resolution No. ____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 200 ____.

Exhibit A

1	01-3112-053-0010
2	30-3110-028-0740
3	30-3111-047-0530
4	30-3122-020-0170
5	30-3122-020-0180
6	30-3122-020-0200
7	30-3122-020-0210
8	30-3122-020-0220
9	30-3122-020-0240
10	30-3115-005-6340
11	30-3122-020-0120