

# MEMORANDUM

Agenda Item No. 8(K)(1)


**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** November 7, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution releasing the property located at 10171 W. Guava Street, Folio No. 30-5032-004-0020, from County Deed restrictions and the Infill Housing Initiative Program, subject to certain conditions; authorizing the County Mayor to execute a release or similar instrument to be recorded in the public records upon 10171 W Guava Street, LLC executing and recording a declaration of restrictions to ensure that the property remains an affordable rental housing for very low-, low- or moderate-income households; and authorizing the County Mayor to enforce the provisions set forth in such declaration of restrictions and to perform all actions necessary to effectuate same

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney

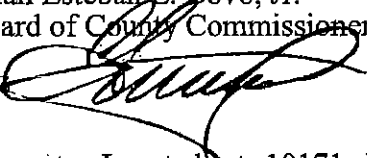
APW/smm

# Memorandum



**Date:** November 7, 2017

**To:** Honorable Chairman Esteban J. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez   
Mayor

**Subject:** Releasing the Property Located at 10171 W. Guava Street from County Deed Restrictions and the Infill Housing Initiative Program, and Authorizing the Recordation of a Declaration of Restrictions on the Land for Affordable Rental Housing

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution:

- 1) Releasing the property located at 10171 W. Guava Street (Folio No. 30-5032-004-0020) (Property), from the County Deed restrictions and the Infill Housing Initiative Program (Infill Program);
- 2) Authorizing the County Mayor or the County Mayor's designee to execute a release of the County Deed restrictions or similar instrument upon the recordation in the public records of a declaration of restrictions (Declaration), which shall require the 10171 W Guava Street, LLC, a Florida limited liability company (Property Owner) to rent the dwelling units constructed on the Property to very low-, low- and moderate-income households for a period of ten years beginning from the issuance date of the certificate of occupancy, i.e. July 30, 2010, and expiring on July 30, 2020; and
- 3) Authorizing the County Mayor or the County Mayor's designee to enforce the provisions set forth in the Declaration.

## **Scope**

The Property is located in District 9, represented by Commissioner Dennis C. Moss.

## **Fiscal Impact**

There is no fiscal impact to the County related to the removal of the Property from the Inventory List of the Infill Program.

## **Track Record/Monitoring**

This project will be monitored by Jorge R. Cibran, AIA, Director of Development for Public Housing and Community Development (Department).

## **Background**

On June 21, 2005, pursuant to Resolution No. R-739-05, the County conveyed the Property under the old Infill Program to American Construction & Financing Corporation (American) for the purposes of developing the Property with housing to be sold to qualified homebuyers through the Infill Program, subject

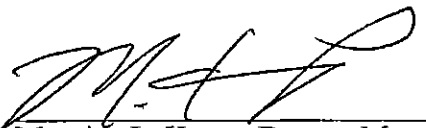
to certain restrictions set forth in the County Deed, including that the Property be sold to a qualified household and remain affordable for a period of ten years.

American developed the Property with a duplex and was issued a Certificate of Occupancy on July 30, 2010. However, American never sold the Property to a qualified household as required by the Infill Program. Instead, American, through its subsidiary, M & R Properties & Investments, Inc., conveyed the Property through an arms-length transaction to the Property Owner through a quit claim deed.

The Property Owner has advised the County that it was unaware of the Infill Program requirements, including but not limited to the requirement that they sell the dwelling units to qualified homebuyers, and has rented both dwelling units to Section 8 Housing Choice Voucher tenants. The tenants have expressed a desire to remain in their units, and the Property Owner does not wish to sell the Property. Instead, the Property Owner wishes to maintain the Property as an affordable rental property for very low-, low- or moderate-income households.

The Property Owner, as a condition of the County's agreement to release the Property from the County Deed restrictions and the requirements of the Infill Program, has agreed to record the Declaration, which requires the Property Owner to maintain the Property as affordable rental housing for very low, low- or moderate-income households for a period of ten years from the issuance date of the Certificate of Occupancy. Since the Property Owner has been renting the Property to very low-, low- or moderate-income households for seven years, the Property Owner has requested that the County agree to permit them to record the Declaration that covers the remaining three years, and thus allow for the Declaration to expire on July 30, 2020. The Department believes that it is in the best interest of the County that the Board approve the resolution because the old Infill Program and the County Deed only required that a homebuyer maintain their home as affordable for ten years from the issuance of the certificate of occupancy.

Attachments



Maurice L. Kemp, Deputy Mayor




# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** November 7, 2017

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(K)(1)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(K)(1)  
11-7-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELEASING THE PROPERTY LOCATED AT 10171 W. GUAVA STREET, FOLIO NO. 30-5032-004-0020, FROM COUNTY DEED RESTRICTIONS AND THE INFILL HOUSING INITIATIVE PROGRAM, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A RELEASE OR SIMILAR INSTRUMENT TO BE RECORDED IN THE PUBLIC RECORDS UPON 10171 W GUAVA STREET, LLC EXECUTING AND RECORDING A DECLARATION OF RESTRICTIONS TO ENSURE THAT THE PROPERTY REMAINS AN AFFORDABLE RENTAL HOUSING FOR VERY LOW-, LOW- OR MODERATE-INCOME HOUSEHOLDS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ENFORCE THE PROVISIONS SET FORTH IN SUCH DECLARATION OF RESTRICTIONS AND TO PERFORM ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**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:

**Section 1.** The foregoing recitals are incorporated and are approved.

**Section 2.** This Board hereby releases the property located at 10171 W. Guava Street (Folio No. 30-5032-004-0020) (Property), from the County Deed restrictions and the Infill Housing Initiative Program (Infill Program), subject to the conditions set forth in section 3 herein.

**Section 3.** This Board authorizes the County Mayor or the County Mayor's designee to execute a release of the County Deed restrictions or similar instrument, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference (the "Release"), subject to and after the execution and recordation by 10171 W Guava Street, LLC, a Florida limited liability company ("Property Owner"), of a declaration of restrictions ("Declaration"), in substantially the form attached hereto as Exhibit "2" and incorporated herein by reference, in the public records of Miami-Dade County, Florida. Such Declaration shall require the Property Owner to rent the dwelling units constructed on the Property to very low-, low- and moderate-income households for a period of ten years beginning from the issuance date of the certificate of occupancy, i.e. July 30, 2010, and expiring on July 30, 2020. This Board further authorizes the County Mayor or the County Mayor's designee to enforce the provisions set forth in the Declaration, and to perform all actions necessary to effectuate this transaction.

**Section 4.** The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record the Release in the Public Record and shall provide a copy of the Release and the Declaration to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of such instruments together with this resolution.

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:

|                                     |                      |
|-------------------------------------|----------------------|
| Esteban L. Bovo, Jr., Chairman      |                      |
| Audrey M. Edmonson, Vice Chairwoman |                      |
| Bruno A. Barreiro                   | Daniella Levine Cava |
| Jose "Pepe" Diaz                    | Sally A. Heyman      |
| Barbara J. Jordan                   | Joe A. Martinez      |
| Jean Moncstine                      | Dennis C. Moss       |
| Rebeca Sosa                         | Sen. Javier D. Souto |
| Xavier L. Suarez                    |                      |


The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of November, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

**EXHIBIT "1"**

This Instrument prepared:  
Terrence Smith, Assistant County Attorney  
County Attorney Office  
111 NW 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Return to:  
Public Housing and Community Development  
Attn: Kate Borton, Chief Real Estate Officer  
701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor  
Miami, Fl. 33136  
Folio: 30-5032-004-0020

***RELEASE OF COUNTY DEED RESTRICTIONS***

KNOW ALL MEN BY THESE PRESENTS: That Miami-Dade County, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners and existing under the laws of the State of Florida has reverter rights in certain parcels of land, which were conveyed to American Construction & Financing Corporation, by that certain County Deed executed by Miami-Dade County, Florida on the 21<sup>st</sup> day of June, 2005 and recorded in Official Records Book 23729, Page(s) 3108 - 3111, in the Public Records of Miami-Dade County Florida for sum of Ten Dollars and No. Cents (U.S. \$10.00) and certain promises and obligations set forth in said County Deed, upon the properties more fully described in Exhibit A attached hereto and incorporated herein by reference.

Miami-Dade County hereby acknowledges the release of said County Deed restrictions, and surrenders the same as canceled, and hereby directs the clerk of the said Circuit Court to cancel the same of record.



IN WITNESS WHEREOF Miami-Dade County, a political subdivision of the State of Florida, by and through its County Mayor or the County Mayor's designee, has caused these presents to be executed in its name and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day of \_\_\_\_\_, 2017.

ATTEST:  
HARVEY RUVIN, Clerk

MIAMI-DADE COUNTY  
A political subdivision  
of the State of Florida

Signed, sealed and delivered in the presence of:

.....

By.....  
Russell Benford, Deputy Mayor

.....

Deputy Clerk

Reviewed for Legal Sufficiency: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, A.D. 2017, by \_\_\_\_\_, the \_\_\_\_\_ of Miami-Dade County, Florida, on behalf of the Board of County Commissioners. He is personally known to me or has produced the following type of identification \_\_\_\_\_, and did not take an oath.

Printed Name: \_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_

The foregoing was authorized by Resolution No. R-\_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**LOT 2, BLOCK 4, PERRINE SUBDIVISION, according to the Plat thereof as Recorded in  
Plat Book B, Page 79, of the Public Records of Miami-Dade County, Florida**

**EXHIBIT "2"**

This instrument was prepared by:

Terrence A. Smith  
Assistant County Attorney  
Miami-Dade County Attorney's Office  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Return to:

Perla Calas, Esq.  
Corvo & Calas  
14750 NW 77 Court, Suite 300  
Miami Lakes, Florida 33016  
Re Folio No.: 30-5032-004-0020

**(Space reserved for Clerk)**

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**DECLARATION OF RESTRICTIONS**

*KNOW ALL BY THESE PRESENTS THAT* the undersigned Owner hereby makes, declares and imposes on the land herein described, these covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors, and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

**WHEREAS**, 10171 W Guava Street, LLC, (the "Owner"), a Florida limited liability company, holds the fee simple title to the land in Miami-Dade County (the "County"), Florida described in Exhibit "A", attached hereto and made a part hereof, hereinafter call the "Property," which is supported by the attorney's title policy attached as Exhibit "B"; and

**WHEREAS**, the County conveyed to American Construction & Financing Corp. by the certain County Deed, dated June 21, 2005, and which was recorded on August 30, 2005 OR Book 23729 at Pages 3108 – 3111 in the Public Records of Miami-Dade County, Florida, and which is subject to that certain reversionary interest reserved by the County on said County Deed; and

**WHEREAS**, the County conveyed to American Construction & Financing Corp. for the purpose of developing the Property with housing to be sold to qualified homebuyers through the

County's Infill Housing Initiative Program, subject to those certain restrictions set forth in the County Deed, including that the Property would remain affordable for a period of ten (10) years; and

**WHEREAS**, American Construction & Financing Corp. developed the Property with a duplex (the "Project") and was issued a Certificate of Occupancy dated July 30, 2010; and

**WHEREAS**, subsequently through its subsidiary, M & R Properties & Investments, Inc., conveyed the Property to Owner through that certain Quit Claim Deed, dated December 17, 2012, which was recorded on December 27, 2012, OR Book 28418 at Page 4323 in the Public Records of Miami-Dade County, Florida; and

**WHEREAS**, the Owner does not desire to sell the Property as required by the Infill Housing Initiative Program, but wishes to rent the Project to very-low, low- or moderate income households; and

**WHEREAS**, as an inducement to the County to release the Property from the Infill Housing Initiative Program requirements, the Owner agrees to record a covenant for a period of ten (10) years, beginning from the date of the issuance of the Certificate of Occupancy and expiring on July 30, 2020, to ensure that the Project remains affordable to very low, low- or moderate income households.

**NOW, THEREFORE** in consideration of the covenants and undertakings set forth herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Owner its successors and assigns, does hereby covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated into this Declaration.

2. **Limitations of Income.** The Owner agrees to restrict occupancy of the Project to individuals that meet the income level restrictions for Affordable Housing according to the guidelines established by the United States Department of Housing and Urban Development and as further defined in Section 17-131(4), (5), (6) and (9) of the Code of Miami-Dade County, Florida.

3. **Miscellaneous.**

a. **Covenant Running with the Land.** This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded by the Owner, at Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon Owner and their heirs, successors, and assigns until such time as the same is modified or released with the approval of the County. These restrictions, during their lifetime, shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the public welfare. This Declaration shall retain the original reversionary interest reserved by the County from the original County Deed recorded on August 30, 2005, OR 23729 at Pages 3108 – 3111 in the Public Records of Miami-Dade County, Florida.

b. **Term.** This Declaration of Restrictions is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the issuance date of the Certificate of Occupancy, which is July 30, 2010. Thereafter, this

Declaration of Restrictions shall be deemed of no further force or effect and may be released by Miami-Dade County as already described herein.

c. **Reporting.** In the event the Owner rents or enters into a rent-purchase agreement, the Owner shall furnish to the County a report certifying the income of the owners/lessees of the Project and compliance with the provisions of the Declaration each year from the date of this covenant through the date it expires as set forth in paragraph (b) above.

d. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then fee simple owner(s) of the Property, including jointers of all mortgages, if any, provided that the same is also approved by the Director of Miami-Dade Public Housing and Community Development Department, their designee or such other successors governmental body having jurisdiction over the Property.

e. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, the covenants. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

f. **Governing Law.** This covenant shall be governed by and construed in accordance with the laws of the State of Florida, both as to substantive rights and those governing remedies.

g. **Election of Remedies.** All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

(Space reserved for Clerk)

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**h. Severability.** Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions which shall remain in full force and effect.

**i. Recording.** This Declaration of Restrictions shall be filed of record in the Public Records of Miami-Dade County, Florida at the cost of the Owner. This Declaration of Restrictions shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration of Restrictions shall be null and void and of no further effect.

*(Signature Pages Follow)*

(Space reserved for Clerk)

IN WITNESS WHEREOF, we have hereunto set out hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

10171 W Guava Street, LLC, a Florida limited liability corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, as \_\_\_\_\_ of 10171 W Guava Street, LLC. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY PUBLIC

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires:



(Space reserved for Clerk)

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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**LOT 2, BLOCK 4, PERRINE SUBDIVISION, according to the Plat thereof as Recorded in Plat Book B, Page 79, of the Public Records of Miami-Dade County, Florida.**

(Space reserved for Clerk)

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**EXHIBIT "B"**

**TITLE POLICY  
10171 W GUAVA STREET  
FOLIO NO. 30-5032-004-0020**

EXHIBIT "C"



CFN 2005R0912421  
OR Bk 23729 Pgs 3108 - 3111 (4pgs)  
RECORDED 08/30/2005 15:27:19  
DEED DOC TAX 150.00  
SURTAX 112.50  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

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

Folio No: 30-5032-010-1420      30-5032-010-1410  
              30-5032-010-1390      30-5032-004-0020  
              30-5032-010-0111      30-5032-010-0250

COUNTY DEED

THIS DEED, made this 21<sup>st</sup> day of June, 2005 AD. by MIAMI-DADE COUNTY, FLORIDA, 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 American Construction & Financing Corp., party of the second part, whose address is P.O. Box 823691 Pembroke Pines Fl. 33082:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Twenty Five Thousand Five Hundred Dollars and No/100 (\$ 25,500.00) 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 made subject to the following restrictions:

1. Each parcel shall be developed with affordable housing which may be either a single family home or such housing as may be allowed under zoning applicable to the parcel and shall meet the guidelines of the Infill Housing Initiative.
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and SHIP funding.
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The 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

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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, except:

- 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.
- c) 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 re-entry 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.

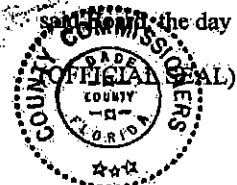
Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and Proof of compliance with all the deed restrictions listed above, the County shall furnish 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.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

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, 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 County, the day and year aforesaid.



ATTEST:  
HARVEY RUVIN, CLERK

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

By: [Signature]  
Deputy Clerk

By: [Signature]  
Mayor

Approved for legal sufficiency WS

The foregoing was authorized and approved by Resolution No. R-739-05 of the Board of County Commissioners of Miami-Dade County, Florida, on the 21<sup>st</sup> day of June, 2005

OR BK 23729 PG 3111  
LAST PAGE

EXHIBIT A

Legal Descriptions

Folio No: 30-5032-010-1420

LOT 15 BLK 9 DIXIE HGTS GARDENS PB21-32

Folio No: 30-5032-010-1410

LOT 14 BLK 9 DIXIE HGTS GARDENS PB 21-32

Folio No: 30-5032-010-1390

LOTS 11 12 & 13 BLK 9 DIXIE HGTS GARDENS PB 21-32

Folio No: 30-5032-004-0020

LOT 2 BLK 4 PERRINE SUB PB B-79

Folio No: 30-5032-010-0111

LOTS 7 & 8 BLK 2 DIXIE HGTS GDNS PB 21-32 SECTION 32 TOWNSHIP 55  
SOUTH RANGE 40 EAST

Folio No: 30-5032-010-0250

LOTS 7 & 8 BLK 3 HGTS GARDENS PB 21-32

*22*