

# MEMORANDUM

Agenda Item No. 11(A)(4)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** February 1, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute amended and restated County deeds for three developers, Building Better Communities of South Florida, Inc., a Florida not-for-profit corporation, the Housing League Homes, LLC, a Florida limited liability company and LHP Investment and Development, LLC, a Florida limited liability company, to increase the maximum sales price from \$205,000.00 to the current maximum sales price authorized pursuant to Ordinance No. 21-80 for single-family homes constructed and sold to qualified households through and in accordance with the Miami-Dade Infill Housing Initiative Program, as amended; and authorizing the County Mayor to take all action necessary to exercise any and all rights set forth in such amended and restated County deeds, and to grant each developer an extension to obtain the final certificates of occupancy for each of the single family homes to be sold to qualified households through the Infill Housing Initiative Program

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.

  
Geri Bonzon-Keenan  
County Attorney

GBK/uw



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** February 1, 2022

**FROM:**   
Gen Bonzon-Kecnan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(4)

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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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. 11(A)(4)  
2-1-2

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

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AMENDED AND RESTATED COUNTY DEEDS FOR THREE DEVELOPERS, BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, THE HOUSING LEAGUE HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND LHP INVESTMENT AND DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO INCREASE THE MAXIMUM SALES PRICE FROM \$205,000.00 TO THE CURRENT MAXIMUM SALES PRICE AUTHORIZED PURSUANT TO ORDINANCE NO. 21-80 FOR SINGLE-FAMILY HOMES CONSTRUCTED AND SOLD TO QUALIFIED HOUSEHOLDS THROUGH AND IN ACCORDANCE WITH THE MIAMI-DADE INFILL HOUSING INITIATIVE PROGRAM, AS AMENDED; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTION NECESSARY TO EXERCISE ANY AND ALL RIGHTS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEEDS, AND TO GRANT EACH DEVELOPER AN EXTENSION TO OBTAIN THE FINAL CERTIFICATES OF OCCUPANCY FOR EACH OF THE SINGLE FAMILY HOMES TO BE SOLD TO QUALIFIED HOUSEHOLDS THROUGH THE INFILL HOUSING INITIATIVE PROGRAM

**WHEREAS**, this Board has recognized that an increase in the maximum sales price is needed to ensure that those making above 50 percent of area median income (“AMI”), but below 140 percent of AMI have a meaningful opportunity to purchase affordable homes; and

**WHEREAS**, in recognition of that need, this Board adopted Ordinance No. 21-80 on July 20, 2021, which raised the maximum sales price for each of the County’s affordable housing programs; and

**WHEREAS**, Ordinance No. 21-80 authorized the retroactive application of the new maximum sales price to conveyances that had been previously made by this Board upon adoption by this Board of a resolution approving the increased maximum sales price; and

**WHEREAS**, this Board authorized, in accordance with Resolution No. R-440-19, the conveyance to Building Better Communities of South Florida, Inc., a Florida not-for-profit corporation (“Building Better Communities”), a total of five County-owned properties for the purpose of constructing single family homes to be sold to qualified households in accordance with the Miami-Dade Infill Housing Initiative Program (“Infill Housing Program”); and

**WHEREAS**, with respect to Building Better Communities this Board desires to (i) grant Building Better Communities a two-year extension to construct the homes and obtain final certificates of occupancy, and (ii) allow Building Better Communities to increase the sales price from \$205,000.00 to the maximum sales price authorized by Ordinance No. 21-80 for the homes to be constructed on the properties conveyed pursuant to Resolution No. R-440-19; and

**WHEREAS**, this Board adopted Resolution No. R-262-20, which authorized the conveyance to The Housing League Homes, LLC, a Florida limited liability company (“Housing League”), four County-owned properties to be developed with housing to be sold through the Infill Housing Program to qualified households; and

**WHEREAS**, with respect to Housing League this Board desires to (i) grant Housing League a one-year extension to construct the homes and obtain final certificates of occupancy, and (ii) allow Housing League to increase the sales price for such homes from \$205,000.00 to the maximum sales price authorized by Ordinance No. 21-80; and

**WHEREAS**, this Board adopted Resolution No. R-1190-18, which authorized the conveyance to LHP Investment and Development, LLC, a Florida limited liability company (“LHP Investment”), four County-owned properties to be developed with housing to be sold through the Infill Housing Program to qualified households; and

**WHEREAS**, with respect to LHP Investment this Board desires to (i) grant LHP Investment a one-year extension from the date of recording the Amended and Restated County

deed to construct the homes and obtain final certificates of occupancy, and (ii) allow LHP Investment to increase the sales price for such homes from \$205,000.00 to the maximum sales price authorized by Ordinance No. 21-80; and

**WHEREAS**, the properties that are the subject of this resolution have been conveyed within the last three years; however, like other developers conveyed County-owned property, Building Better Communities, Housing League and LHP Investment face the rising costs of developing the properties; and

**WHEREAS**, in addition to the rising costs of developing the properties, Building Better Communities, Housing League and LHP Investment have faced construction and other delays due to the coronavirus pandemic; and

**WHEREAS**, this Board desires to authorize the County deeds to be amended to allow Building Better Communities, Housing League and LHP Investment to take advantage of the current maximum sales price authorized by Ordinance No. 21-80, and further desires to grant extensions to allow Building Better Communities, Housing League and LHP Investment to construct the housing and obtain the final certificates of occupancy,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board adopts the foregoing recitals as if fully set forth herein.

**Section 2.** Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute the Amended and Restated Deeds (“amended deeds”), in substantially the form attached hereto as Attachments “A”, “B”, “C” and “D” and incorporated herein by reference, in order to increase the maximum sales price from \$205,000.00 to the current maximum sales price authorized pursuant to Ordinance No. 21-80 for single-family homes that are constructed and sold to qualified households through

and in accordance with the Infill Housing Program. Such amended deeds shall be executed for three developers, Building Better Communities of South Florida, Inc., a Florida not-for-profit corporation for the County-owned properties conveyed pursuant to Resolution No. R-440-19; The Housing League Homes, LLC, a Florida limited liability company, for the County-owned properties conveyed pursuant to Resolution No. R-262-20; and LHP Investment and Development, LLC, A Florida limited liability company for the County-owned properties conveyed pursuant to Resolution No. R-1190-18.

**Section 3.** This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the amended deeds, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, title searches and environmental reviews. In the event that the County Mayor or County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the Property Appraiser's Office. Alternatively, this Board authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from the developers identified in section 2 of this resolution, after conducting all due diligence, title searches and environmental reviews, deeds which convey any or all of the properties back to the County in the event the developers are unable or fail to comply with the deed restrictions set forth in the amended deeds. Upon the receipt of the deeds from the developers, the County Mayor or County Mayor's designee shall record such deeds in the Public Records of Miami-Dade County.

**Section 4.** This Board authorizes the County Mayor or County Mayor's designee to grant Building Better Communities one two-year extension, Housing League one one-year extension, and LHP Investment a one year extension from the recording of the amended deed to

obtain the final certificate of occupancy for each of the single-family homes to be sold to qualified households through the Infill Housing Program. The grant of such extensions shall be in the manner set forth in the amended deeds.

**Section 5.** This Board directs the County Mayor or County Mayor’s designee to provide copies of the recorded amended deeds to the Property Appraiser.

**Section 6.** This Board directs the County Mayor or County Mayor’s designee to ensure that proper signage is placed on the properties described in the amended deeds identifying the County’s name and the name of the district commissioner.

**Section 7.** The County Mayor or County Mayor’s designee, pursuant to Resolution No. R-974-09, shall record in the Public Record all deeds, covenants, reverters, and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments 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 any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Kionne L. McGhee. It 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

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of February, 2022. 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.



Shannon D. Summerset-Williams



ATTACHMENT "A"

Instrument prepared by and returned to:  
Shannon D. Summerset  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31531 Pages 3674-3680 of the Public Records of Miami-Dade County on July 19, 2019.**

AMENDED AND RESTATED COUNTY DEED

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (the "Building Better Communities"), whose address is 12750 SW 218 Terrace, Miami, Florida 33170, its successors and assigns.

**WITNESSETH** that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Building Better Communities, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Building Better Communities, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

*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 Properties; 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 Properties shall be developed by Building Better Communities with affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. Building Better Communities shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade

County.

2. That the Properties shall be developed by July 19, 2023, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Building Better Communities must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Building Better Communities must complete the Dwelling Units. The letter by the County 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 by July 19, 2023, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the Properties shall be sold to a qualified households, 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 the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Building Better Communities fails to sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and Building Better Communities, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Building Better Communities shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), Building Better Communities shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for Building Better Communities to notify these residents of the availability of homeownership opportunities.
5. That Building Better Communities shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

6. Building Better Communities shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from Building Better Communities 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 Properties 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 Building Better Communities to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (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."

7. That Building Better Communities shall pay real estate taxes and assessments on the Properties or any part thereof when due. Building Better Communities 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 Building Better Communities may encumber the Properties 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 Project 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) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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 Project 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.

9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Building Better Communities, or if Building Better Communities fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if Building Better Communities ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Building Better Communities shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Building Better Communities fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Building Better Communities shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Building Better Communities. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Building Better Communities with 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.

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

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the 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: \_\_\_\_\_  
Jose "Pepe" Diaz, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Shannon D. Summerset  
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the    day of    , 2021.

IN WITNESS WHEREOF, the representative of **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 9<sup>th</sup> day of November, 2021, and it is hereby approved and accepted.

[Signature]  
Witness/Attest

By: [Signature]  
Name: Farrel Owens  
Title: President

[Signature]  
Witness/Attest

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 9<sup>th</sup> day of NOV., 2021 by [Signature] as President, on behalf of **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. 0520250713670 as identification.

(SEAL)



[Signature]  
Notary of- State of Florida  
Commission Number: GG357336

**EXHIBIT A**

**FOLIO NUMBERS**

**LEGAL DESCRIPTIONS**

10-7813-050-0380	TATUMS ADD NO 1 PB 1-128 W72FT OF LOTS 58 & 59
30-5032-000-0370	W90FT OF S200FT OF W1/2 OF SE1/4 OF NE1/4 OF NE1/4 OF SW1/4 LESS S30FT
30-5032-000-0380	W1/2 OF SE1/4 OF NE1/4 OF NE1/4 OF SW1/4 LESS N130FT OF E40FT LESS N130FT OF W120FT & LESS S130FT OF E75FT & LESS W90FT OF S200FT & LESS RDS
10-7813-024-1022	BLVD ADD PB 2-98 LOT 14 BLK 10

ATTACHMENT "B"

Instrument prepared by and returned to:  
Shannon D. Summerset  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

RECORDED  
MAY 16 2021  
MIAMI-DADE COUNTY

Folio No: See Exhibit "A" attached.

**This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 32110 Pages 1881-1887 of the Public Records of Miami-Dade County on September 22, 2020.**

**AMENDED AND RESTATED COUNTY DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **THE HOUSING LEAGUE HOMES, LLC**, A Florida limited liability company ("Housing League Homes"), whose address is 2046 Treasure Coast Place, A-370, Vero Beach, Florida 32960, its successors and assigns.

*WITNESSETH* that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Housing League Homes, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Housing League Homes, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

*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 Properties; 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 Properties shall be developed by Housing League Homes with affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. Housing League Homes shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.



2. That the Properties shall be developed by September 22, 2023, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Housing League Homes must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Housing League Homes must complete the Dwelling Units. The letter by the County 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 by September 22, 2023, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the Properties shall be sold to a qualified households, 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 the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Housing League Homes fails to sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and Housing League Homes, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Housing League Homes shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), Housing League Homes shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for Housing League Homes to notify these residents of the availability of homeownership opportunities.
5. That Housing League Homes shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. Housing League Homes shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of

conveyance from Housing League Homes 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 Properties 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 Housing League Homes to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (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."

7. That Housing League Homes shall pay real estate taxes and assessments on the Properties or any part thereof when due. Housing League Homes 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 Housing League Homes may encumber the Properties 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 Project 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) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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 Project 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.

9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Housing League Homes, or if Housing League Homes fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if Housing League Homes ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Housing League Homes shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Housing League Homes fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Housing League Homes shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Housing League Homes. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Housing League Homes with 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.

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

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the 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: \_\_\_\_\_  
Jose "Pepe" Diaz, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Shannon D. Summerset  
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2021.

IN WITNESS WHEREOF, the representative of **THE HOUSING LEAGUE HOMES, LLC**, A Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 2nd day of November, 2021, and it is hereby approved and accepted.

Heather Harris  
Witness/Attest

By: [Signature]  
Name: JERRY FLICK  
Title: CEO

[Signature] Eduardo Montero  
Witness/Attest

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE Indian River

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 2 day of November, 2021 by Jerry Flick as Manager, on behalf of **THE HOUSING LEAGUE HOMES, LLC**, A Florida limited liability company. She is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

(SEAL)  
Heather Harris



Notary of- State of \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**EXHIBIT A**

**FOLIO NUMBERS**

**LEGAL DESCRIPTIONS**

16-7825-010-1080	FRIEDLAND MANOR PB 62-52 LOT 4 BLK 10
30-6912-004-0500	SYMMES-SHARMAN TRACT PB 9-170 LOT 5 BLK 3
30-6912-007-0040	DIXIE PINES PB 20-16 LOT 1 & E50FT OF S 1/2 OF TR 2 PB 31-51 BLK 2
30-6912-008-0570	DIXIE PINES 2ND REV PB 31-51 E50FT OF W300FT OF N1/2 OF TR 7

**ATTACHMENT "C"**

Instrument prepared by and returned to:  
Shannon D. Summerset  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31250 Pages 4655-4661 of the Public Records of Miami-Dade County on December 12, 2018.**

**AMENDED AND RESTATED COUNTY DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **LHP INVESTMENT AND DEVELOPMENT, LLC**, a Florida limited liability company ("LHP Investment"), whose address is 7737 NE 2<sup>nd</sup> Avenue, Miami, Florida 33138, its successors and assigns.

**WITNESSETH** that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by LHP Investment, receipt whereof is hereby acknowledged, has granted, bargained, and sold to LHP Investment, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

*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 Properties; 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 Properties shall be developed by LHP Investment with affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. LHP Investment shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade

County.

2. That the Properties shall be developed within one (1) year of the recording of this Amended and Restated Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which LHP Investment must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which LHP Investment must complete the Dwelling Units. The letter by the County 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 one (1) year from the date of this Amended and Restated Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the Properties shall be sold to a qualified households, 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 relevant County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event LHP Investment fails to sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and LHP Investment, upon written notification from the County, fails to cure such default, then title to the subject Properties shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, LHP Investment shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), LHP Investment shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for LHP Investment to notify these residents of the availability of homeownership opportunities.
5. That LHP Investment shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.



6. LHP Investment shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from LHP Investment 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 Properties 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 LHP Investment to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (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."

7. That LHP Investment shall pay real estate taxes and assessments on the Properties or any part thereof when due. LHP Investment 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 LHP Investment may encumber the Properties 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 Project 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) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(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 Project 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.

9. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by LHP Investment, or if LHP Investment fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if LHP Investment ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, LHP Investment shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If LHP Investment fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, LHP Investment shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by LHP Investment. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish LHP Investment with 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.

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

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the 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: \_\_\_\_\_  
Jose "Pepe" Diaz, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Shannon D. Summerset  
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2021.

IN WITNESS WHEREOF, the representative of LHP INVESTMENT AND DEVELOPMENT, LLC, A Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 8<sup>th</sup> day of NOVEMBER, 2021, and it is hereby approved and accepted.

[Signature]  
Witness/Attest  
[Signature]  
Witness/Attest

By: [Signature]  
Name: Benjamin H Pulling  
Title: Managing Partner

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

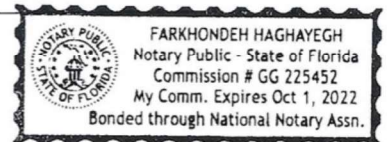
THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 08 day of NOVEMBER 2021 by BENJAMIN PULLING as MANAGING PARTNER, on behalf of LHP INVESTMENT AND DEVELOPMENT, LLC, a Florida limited liability company. She is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

(SEAL)

[Signature]

Notary of- State of FLORIDA

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



**EXHIBIT A**

**FOLIO NUMBERS**

**LEGAL DESCRIPTIONS**

10-7813-054-0850	ROOSEVELT HOMESITES PB 44-35 LOT 4 BLK 6
10-7813-054-0860	ROOSEVELT HOMESITES PB 44-35 LOT 5 BLK 6
10-7813-054-0880	ROOSEVELT HOMESITES PB 44-35 LOT 7 BLK 6
10-7813-054-0940	ROOSEVELT HOMESITES PB 44-35 LOT 15 BLK 6

3

**ATTACHMENT "D"**

Instrument prepared by and returned to:  
Shannon D. Summerset  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31531 Pages 3666-3673 of the Public Records of Miami-Dade County on July 19, 2019.**

**COUNTY DEED**

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (the "Building Better Communities"), whose address is 12750 SW 218 Terrace, Miami, Florida 33170, or its successors and assigns.

**WITNESSETH** that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Building Better Communities, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Building Better Communities, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter 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 by Building Better Communities affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Infill Housing Initiative Program, established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines; and the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations, Part 570. Building Better Communities shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 80% of the most recent median family income ("AMI") for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form

approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Property shall be developed by July 19, 2023, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the timeframe in which Building Better Communities must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
  - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Building Better Communities must complete the Dwelling Units. The letter by the County 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 by July 19, 2023, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the Property shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County (however, such qualified household's AMI shall not be greater than 80% in accordance with the CDBG program), but under no circumstances shall the sales price of the home exceed the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale. In the event Building Better Communities fails to sell the home to a qualified household or sells the home above the County Maximum Sales Price as set forth in the Miami-Dade County Code and existing at the time of sale and Building Better Communities, upon written notification from the County, fails to cure such default, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, Building Better Communities shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That within thirty (30) days of closing on the sale of the home to the qualified household, Grantee shall submit a report in the form Attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department, indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.
5. That if the Property is located within the HOPE VI Target Area (hereinafter "Target Area"), Building Better Communities shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited

to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for Building Better Communities to notify these residents of the availability of homeownership opportunities.

6. That Building Better Communities shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
7. Building Better Communities shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from Building Better Communities 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 Building Better Communities to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (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.

8. That Building Better Communities shall pay real estate taxes and assessments on the Property or any part thereof when due. Building Better Communities 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 Building Better Communities 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 Project 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) Any mortgage(s) in favor of any lender that may go into default,



Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Building Better Communities with 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.

This grant conveys only the interest of the Miami-Dade 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 Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the 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: \_\_\_\_\_  
Jose "Pepe" Diaz, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Shannon D. Summerset  
Assistant County Attorney

The foregoing was authorized by Resolution No. \_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, the representative **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 9<sup>th</sup> day of November, 2021, and it is hereby approved and accepted.

[Signature]  
Witness/Attest

[Signature]  
Witness/Attest

By: [Signature]  
Name: Farrel Owens  
Title: president

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 9<sup>th</sup> day of NOV., 2021 by [Signature] as President, on behalf of **BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. 05202507131620 as identification.

(SEAL)



[Signature]  
Notary of- State of Florida  
Commission Number: GG 357336

**EXHIBIT A**

Folio	Legal Description
10-7813-028-0280	BETTY LU HOMESITES PB 45-11 LOT 1 BLK

**EXHIBIT B**  
**CDBG Reporting Form**