MEMORANDUM

HC
Agenda Item No. 2(C)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	November 10, 2026
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution declaring certain County-owned properties as surplus, and revising the inventory list of real properties, after a public hearing, to include such properties in accordance with section 125.379, Florida Statutes; authorizing conveyance, pursuant to section 125.379, Florida Statutes, of such properties, to 2145 Lincoln Urban LLC, a Florida limited liability company and affiliate of ProMetropolis Housing, LLC, a Florida limited liability company (ProMetropolis), at a price of $10.00, for the purpose of developing such County properties with either affordable homeownership or rental units to be sold or rented to very low-, low- or moderate-income households in accordance with section 125.379(2), Florida statutes; directing the County Mayor to perform due diligence and take all actions necessary to accomplish the conveyance of the properties; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute County Deeds; authorizing the County Mayor to take all action necessary to enforce the provisions set forth in such County Deeds, to provide copies of the recorded County Deeds and the restrictive covenants required therein to the Property Appraiser, to negotiate and execute a rental regulatory agreement and enforce the provisions therein, and to ensure placement of appropriate signage; waiving Resolution No. R-407-19 requiring four weeks advance written notice prior to Board consideration; waiving Resolution No. R-376-11, requiring provision of certain background information concerning the properties; waiving Implementing Order No. 8-4 regarding guidelines and procedures for sale, lease and conveyance of County real property; and rescinding the conveyance of certain County-owned properties to ProMetropolis authorized pursuant to Resolution No. R-951-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Oliver G. Gilbert, III.

for
Geri Bonzon-Keenan
County Attorney

GBK/ks

✓ **MEMORANDUM**

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 20, 2027

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION DECLARING CERTAIN COUNTY-OWNED PROPERTIES AS SURPLUS, AND REVISING THE INVENTORY LIST OF REAL PROPERTIES, AFTER A PUBLIC HEARING, TO INCLUDE SUCH PROPERTIES IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES; AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379, FLORIDA STATUTES, OF SUCH PROPERTIES, TO 2145 LINCOLN URBAN LLC, A FLORIDA LIMITED LIABILITY COMPANY AND AFFILIATE OF PROMETROPOLIS HOUSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY (PROMETROPOLIS), AT A PRICE OF $10.00, FOR THE PURPOSE OF DEVELOPING SUCH COUNTY PROPERTIES WITH EITHER AFFORDABLE HOMEOWNERSHIP OR RENTAL UNITS TO BE SOLD OR RENTED TO VERY LOW-, LOW- OR MODERATE-INCOME HOUSEHOLDS IN ACCORDANCE WITH SECTION 125.379(2), FLORIDA STATUTES; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERFORM DUE DILIGENCE AND TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE CONVEYANCE OF THE PROPERTIES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE COUNTY DEEDS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEEDS, TO PROVIDE COPIES OF THE RECORDED COUNTY DEEDS AND THE RESTRICTIVE COVENANTS REQUIRED THEREIN TO THE PROPERTY APPRAISER, TO NEGOTIATE AND EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE; WAIVING RESOLUTION NO. R-407-19 REQUIRING FOUR WEEKS ADVANCE WRITTEN NOTICE PRIOR TO BOARD CONSIDERATION; WAIVING RESOLUTION NO. R-376-11, REQUIRING PROVISION OF CERTAIN BACKGROUND INFORMATION CONCERNING THE PROPERTIES; WAIVING IMPLEMENTING ORDER NO. 8-4 REGARDING GUIDELINES AND PROCEDURES FOR SALE, LEASE AND CONVEYANCE OF COUNTY REAL PROPERTY; AND RESCINDING THE CONVEYANCE OF CERTAIN COUNTY-OWNED PROPERTIES TO PROMETROPOLIS AUTHORIZED PURSUANT TO RESOLUTION NO. R-951-24

WHEREAS, section 125.379 of the Florida Statutes requires that each county prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, section 125.379 further requires that the inventory list include the address and legal description of each such real property and specify whether the property is vacant or improved; and

WHEREAS, section 125.379 also requires that the governing body of the county review the inventory list at a public hearing and revise it at the conclusion of the public hearing and adopt a resolution that includes an inventory list of such property following the public hearing; and

WHEREAS, the County has identified land located in Commission District 1 currently identified by Folio Nos. 08-2122-003-0170 and 08-2122-003-0130 (the "Properties") which are currently vacant and not in use by the County; and

WHEREAS, the Properties are further described in Attachments "A" and "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Properties were obtained by the County by way of a Special Warranty Deed from Magnolia North 2145 Apartments, LLC to Miami-Dade County dated January 26, 2023 as part of a settlement agreement authorized pursuant to Resolution No. R- 911-21 adopted by this Board on October 5, 2021; and

WHEREAS, the property currently bearing Folio No. 08-2122-003-0130 ("encumbered property") is encumbered by a restrictive covenant for the benefit of Neighborhood Housing Services of South Florida, Inc. (NHSSF), a copy of which is attached hereto as Attachment "C" and incorporated herein by reference ("the restrictive covenant"), which such covenant includes affordability restrictions and repayment provisions up to the amount of $1,332,043.04 if the affordable housing is not completed and operational within five years from the date of recording of the covenant, to wit July 26, 2028; and

WHEREAS, this Board finds that the Properties are appropriate for use as affordable housing and therefore, wishes to revise the County's inventory list of real properties for affordable housing to include the Properties; and

WHEREAS, ProMetropolis Housing LLC, a Florida limited liability company ("ProMetropolis") has requested that the County convey the Properties to its affiliate, 2145 Lincoln Urban LLC for use as affordable housing; and

WHEREAS, 2145 Lincoln Urban LLC has agreed to accept the encumbered property subject to the terms of the restrictive covenant, assume the responsibility for repayment to NHSSF of the amounts associated with the covenant in the event that 2145 Lincoln Urban LLC does not comply with the restrictive covenant, and work with NHSSF to obtain any necessary consents, approvals, or extensions; and

WHEREAS, this Board desires to declare the Properties as surplus; and

WHEREAS, the 2145 Lincoln Urban LLC will develop the Properties with affordable housing to be rented or sold to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income, P2145 Lincoln Urban LLC, subject to a reverter, shall develop and sale or rent such housing in accordance with section 125.379, Florida Statutes, the restrictive covenant, as applicable, a rental regulatory agreement to be recorded against the properties, as applicable, and County Deeds to be recorded against the Properties, within two years of the recording of the County Deeds; and

WHEREAS, the conveyance of the encumbered property shall be subject to NHSSF's consent to the conveyance, with such consent being in a form approved by the County Attorney's Office; and

WHEREAS, on October 16, 2024, this Board adopted Resolution No. R-951-24 authorizing the conveyance of certain County-owned properties to ProMetropolis, including specifically the properties bearing Folio Nos. 08-2122-003-0340 and 08-2122-003-0350 (the "rescinded properties"); and

WHEREAS, the conveyance of the rescinded properties has not been effectuated; and

WHEREAS, ProMetropolis has advised the County that it no longer desires the rescinded properties but instead desires the Properties and separately desires to convey the Properties to 2145 Lincoln Urban LLC; and

WHEREAS, this Board desires to rescind the conveyance to ProMetropolis of the rescinded properties,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board declares the Properties, specifically the properties currently bearing Folio Nos. 08-2122-003-0170 and 08-2122-003-0130, as surplus. Further, this Board, after a public hearing and in accordance with section 125.379(1), Florida Statutes, revises the County's affordable housing inventory list to add the Properties.

Section 3. Pursuant to section 125.379, Florida Statutes, this Board hereby approves the conveyance of the Properties to 2145 Lincoln Urban LLC, an affiliate of ProMetropolis, for a price of $10.00. The conveyance of the encumbered property, specifically the property currently bearing Folio No. 08-2122-003-0130, shall be subject to NHSSF's consent to the conveyance, with such consent being in a form approved by the County Attorney's Office. 2145 Lincoln Urban LLC shall develop the Properties with affordable housing to be rented or sold to very low-, low-, or moderate-income households whose incomes do not exceed 120 percent of area median income. 2145 Lincoln Urban LLC, subject to a reverter, shall develop and rent or sale such housing in accordance with section 125.379, Florida Statutes, the restrictive covenant as applicable, a rental regulatory agreement to be recorded against the Property, as applicable, and the County Deeds, within two years of the recording

of the County Deeds. If the Properties are to be rented, 2145 Lincoln Urban LLC shall execute and record a rental regulatory agreement in substantially the form attached hereto as Attachment "F", as may be negotiated further by the County Mayor or County Mayor's designee as more fully set forth in section 6, below.

Section 4. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson to execute the County Deeds, in substantially the form attached hereto as Attachments "D" and "E" incorporated herein by reference, conditioned upon the prior receipt of ownership disclosures as set forth in section 5 herein.

Section 5. This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary to effectuate the conveyances, to obtain ownership disclosures from 2145 Lincoln Urban LLC and to exercise all rights set forth in the County Deeds, other than those reserved to this Board therein, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event 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 County Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from 2145 Lincoln Urban LLC, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Program Guidelines, where applicable, a deed which conveys the properties back to the County in the event the developer is unable or fails to comply with the deed restrictions set forth in the County Deeds. Upon the receipt of a deed from the developer, the County Mayor or County Mayor's designee shall record such deed in the public records of Miami-Dade County.

Section 6. This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a rental regulatory agreement following approval by the County Attorney's Office, in generally the form attached as Attachment "F" and incorporated herein. The County Mayor or County Mayor's designee is authorized to further negotiate the terms of the rental regulatory agreement in a manner consistent with this resolution and to enforce the provisions thereof and exercise all rights set forth therein. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the properties with the developer; however, such rents shall be affordable, as defined in section 125.279, Florida Statutes, and based upon no more than 120 percent of area median income, as determined for Miami-Dade County by the United States Department of Housing and Urban Development. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee or the developer to record the rental regulatory agreement in the Public Records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

Section 7. The County Mayor or County Mayor's designee shall(i) ensure that proper signage is placed on the properties identifying the County's name and the name of the district commissioner; (ii) provide copies of the recorded County Deeds and the restrictive covenants required by the County Deed to the Property Appraiser; and (iii) appoint staff to monitor compliance with the terms of the conveyance.

Section 8. This Board waives the requirement of Resolution Nos.: (i) R-407-19 that the public notice be posted no less than four weeks prior to Board consideration; (ii) R-758-21, requiring the disclosure of the ownership interests of entities to or from whom the County conveys or leases real property; (iii) R-376-11, requiring background information concerning the property be provided to the Board; and (iv) Implementing Order 8-4 requiring certain procedures and prerequisites for conveying property.

Section 9. The County Mayor or County Mayor's designee pursuant to Resolution No. R-974-09 shall record in the public record the County Deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Clerk of the Board, pursuant to Resolution No. R-974-09, shall attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

Section 10. This Board rescinds the conveyance of the rescinded properties, specifically the properties currently bearing Folio Nos. 08-2122-003-0340 and 08-2122-003-0350, to ProMetropolis as authorized pursuant to Resolution No. R-951-24.

The Prime Sponsor of the foregoing resolution is Commissioner Oliver G. Gilbert, III. 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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2027. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shannon D. Summerset-Williams

ATTACHMENT "A"

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 08/18/2026

PROPERTY INFORMATION	
Folio	08-2122-003-0170
Property Address	2171 LINCOLN AVE OPA-LOCKA, FL 33054-0000
Owner	MIAMI-DADE COUNTY , PUBLIC HOUSING & COMMUNITY DEVEL
Mailing Address	701 NW 1ST CT, 14TH FLOOR MIAMI, FL 33136
Primary Zone	6300 COMMERCIAL - RESTRICTED
Primary Land Use	8066 VACANT GOVERNMENTAL : EXTRA FEA OTHER THAN PARKING
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	8,340 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION			
Year	**2026**	**2025**	**2024**
Land Value	$208,500	$208,500	$141,780
Building Value	$0	$0	$0
Extra Feature Value	$1,562	$1,578	$1,594
Market Value	$210,062	$210,078	$143,374
Assessed Value	$173,482	$157,711	$143,374

BENEFITS INFORMATION				
Benefit	**Type**	**2026**	**2025**	**2024**
Non-Homestead Cap	Assessment Reduction	$36,580	$52,367	
County	Exemption	$173,482	$157,711	$143,374

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION			
Year	**2026**	**2025**	**2024**
COUNTY			
Exemption Value	$173,482	$157,711	$143,374
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$210,062	$210,078	$143,374
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$173,482	$157,711	$143,374
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$173,482	$157,711	$143,374
Taxable Value	$0	$0	$0

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at https://www.miamidadepa.gov/pa/disclaimer.page

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0170
Property Address: 2171 LINCOLN AVE

Roll Year **2026** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	**Muni Zone**	**PA Zone**	**Unit Type**	**Units**	**Calc Value**
GENERAL	B-1	6300	Square Ft.	8,340.00	$208,500

EXTRA FEATURES			
Description	**Year Built**	**Units**	**Calc Value**
Chain-link Fence 6-7 ft high	2020	115	$1,562

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0170
Property Address: 2171 LINCOLN AVE

Roll Year **2025** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	B-1	6300	Square Ft.	8,340.00	$208,500

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	2020	115	$1,578

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0170
Property Address: 2171 LINCOLN AVE

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	**Muni Zone**	**PA Zone**	**Unit Type**	**Units**	**Calc Value**
GENERAL	B-1	6300	Square Ft.	8,340.00	$141,780

EXTRA FEATURES			
Description	**Year Built**	**Units**	**Calc Value**
Chain-link Fence 6-7 ft high	2020	115	$1,594

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0170
Property Address: 2171 LINCOLN AVE

FULL LEGAL DESCRIPTION

MAGNOLIA SUB PB 40-80
LOTS 14 TO 16 INC BLK 3
LOT SIZE 86.870 X 96
OR 21103-4499 0901 3

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
06/30/2023	$1,265,600	33800-0025	Federal, state or local government agency
04/18/2013	$100	28681-4713	Corrective, tax or QCD; min consideration
06/01/1995	$44,100	16838-1446	Sales which are qualified
06/01/1993	$13,000	15975-3956	Sales which are qualified
02/01/1993	$5,000	15835-3699	Sales which are qualified
03/01/1990	$25,000	14465-2627	Sales which are qualified
05/01/1991	$0	00000-00000	Sales which are disqualified as a result of examination of the deed
09/01/1989	$0	00000-00000	Sales which are disqualified as a result of examination of the deed
02/01/1985	$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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ATTACHMENT "B"

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 08/18/2026

PROPERTY INFORMATION	
Folio	08-2122-003-0130
Property Address	2145 LINCOLN AVE OPA-LOCKA, FL 33054-0000
Owner	MIAMI-DADE COUNTY , PUBLIC HOUSING & COMMUNITY DEVEL
Mailing Address	701 NW 1ST CT, 14TH FLOOR MIAMI, FL 33136
Primary Zone	6300 COMMERCIAL - RESTRICTED
Primary Land Use	8066 VACANT GOVERNMENTAL : EXTRA FEA OTHER THAN PARKING
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	10,080 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION			
Year	**2026**	**2025**	**2024**
Land Value	$252,000	$252,000	$171,360
Building Value	$0	$0	$0
Extra Feature Value	$2,648	$2,675	$2,703
Market Value	$254,648	$254,675	$174,063
Assessed Value	$210,615	$191,469	$174,063

BENEFITS INFORMATION				
Benefit	**Type**	**2026**	**2025**	**2024**
Non-Homestead Cap	Assessment Reduction	$44,033	$63,206	
County	Exemption	$210,615	$191,469	$174,063

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION			
Year	**2026**	**2025**	**2024**
COUNTY			
Exemption Value	$210,615	$191,469	$174,063
Taxable Value	$0	$0	$0
SCHOOL BOARD			
Exemption Value	$254,648	$254,675	$174,063
Taxable Value	$0	$0	$0
CITY			
Exemption Value	$210,615	$191,469	$174,063
Taxable Value	$0	$0	$0
REGIONAL			
Exemption Value	$210,615	$191,469	$174,063
Taxable Value	$0	$0	$0

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0130
Property Address: 2145 LINCOLN AVE

Roll Year **2026** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	B-1	6300	Square Ft.	10,080.00	$252,000

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	2020	195	$2,648

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0130
Property Address: 2145 LINCOLN AVE

Roll Year **2025** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	B-1	6300	Square Ft.	10,080.00	$252,000

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	2020	195	$2,675

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N/A

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0130
Property Address: 2145 LINCOLN AVE

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	B-1	6300	Square Ft.	10,080.00	$171,360

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	2020	195	$2,703

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 08/18/2026

Property Information

Folio: 08-2122-003-0130
Property Address: 2145 LINCOLN AVE

FULL LEGAL DESCRIPTION

22 52 41
MAGNOLIA SUB PB 40-80
LOTS 10-11-12 & 13 BLK 3
LOT SIZE IRREGULAR
75R-229937
OR 21210-2305 0403 1
COC 26493-0867 09 2007 4

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
06/30/2023	$1,265,600	33800-0025	Federal, state or local government agency
12/27/2010	$135,000	27543-3039	Trustees in bankruptcy, executors or guardians
10/15/2008	$10	26610-3373	Sales which are disqualified as a result of examination of the deed
09/01/2007	$0	26493-0867	Sales which are disqualified as a result of examination of the deed
07/01/2006	$725,000	24743-3167	Sales which are qualified
07/01/2005	$543,000	23589-3381	Sales which are qualified
04/01/2003	$375,000	21210-2305	Sales which are qualified
10/01/2002	$195,000	20764-3771	Sales which are qualified
07/01/1996	$0	17296-0443	Sales which are disqualified as a result of examination of the deed
02/01/1996	$0	17124-3013	Sales which are disqualified as a result of examination of the deed
11/01/1975	$109,000	00000-00000	Sales which are qualified

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at https://www.miamidadepa.gov/pa/disclaimer.page

ATTACHMENT "C"

CFN: 20230515078 BOOK 33808 PAGE 3865
DATE:07/26/2023 10:08:34 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

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This Instrument Prepared By
Chiara Brandstaetter, Esq.
Legal Services of Greater Miami, Inc.
4343 West Flagler Street, Suite 100
Miami, Florida 33134

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Covenant") dated this _____, 2021, is given to Neighborhood Housing Services of South Florida, Inc., a Florida non-profit corporation ("Lead Member"), by Miami-Dade County, a political subdivision of the state of Florida ("Owner"), its successors and assigns.

RECITALS

A. Magnolia North 2145 Apartments, LLC was the original owner ("Magnolia North") of a project located at 2145 Lincoln Avenue in the City of Opa-locka, Florida (the "Property") that is intended to increase the supply of affordable rental housing units; and

B. Lead Member is the lead member of the Miami-Dade County NSP Consortium ("Consortium") for federal Neighborhood Stabilization Program 2 ("NSP2") funds administered by the United states Department of Housing and Urban Development ("HUD") and approved an allocation of NSP2 funds in the amount of One Million Three Hundred Thirty-Two Thousand Forty-Three and 04/100 Dollars ($1, 332,043.04) (the "Grant") to the Project; and

C. To secure the Grant, Magnolia North and affiliated entities executed various recorded and unrecorded documents (collectively, the "Grant Documents"), including a Restrictive Covenant recorded August 3, 2011, in Official Records Book 27778 at Page 3803 in the Official Records of Miami-Dade County, Florida (the "Old NHSSF Covenant"), which require Lead Member's consent to

any conveyance of the Project; and

D. Magnolia North conveyed to Owner the Property via Special Warranty Deed executed on Jun 26, 2023 and recorded in the Official Records of the public record of Miami-Dade County at Book 33800 at Page 25 on 7/19/2023; and

E. As an inducement for Magnolia North conveying the Property to Owner and obtaining Lead Member's consent to the conveyance, Owner covenants to construct and operate affordable housing in accordance with the restrictions contained herein and in accordance with applicable NSP2 regulations; and

In consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner agrees and declares as follows:

AGREEMENT

1. The recitals set forth above are true and correct and are incorporated into this Covenant.

2. Owner shall construct on the Property a project of Owner's design which may be mixed-use commercial and residential or entirely residential (the "Project"). The residential units constructed on the Property shall constitute the "Assisted Units" and shall be governed by the affordability restrictions of this Covenant.

3. Owner shall have five years from the date this Covenant is recorded to complete construction of the Project. However, in the event that an extension of time may be required to complete construction, said extension may be granted by NHSSF in its discretion in writing. For the purposes of this Covenant, the Project shall be considered completed upon the issuance of a certificate of occupancy ("Project Completion").

4. 40% of the Assisted Units shall remain affordable to those persons with incomes at or below 50% of Area Median Income and the remaining 60% of Assisted Units shall be affordable to those persons with incomes at or below 120% of Area Median Income, as determined by HUD, with adjustments and certain exceptions as provided in 24 CFR Part 92, until the date which is forty (40) years after Project Completion (the "Affordability Period"), in accordance with the NSP2 regulations, HUD regulations, and applicable federal, state, and local laws.

5. This Covenant shall be a covenant running with the Property for the Affordability Period, shall be binding upon all subsequent owners of the Property for such

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term, and is not merely a personal covenant of the Owner. This Covenant shall remain in full force and effect and shall be binding upon the Owner, its successors and assigns from the date hereof until the expiration of the Affordability Period.

6. The Old NHSSF Covenant has been cancelled and/or satisfied, and Owner is not responsible for compliance with the Old NHSSF Covenant.

7. This Covenant is a covenant running with the land. This Covenant shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of Owner, and shall become effective upon recordation.

8. Lead Member, its successors and assigns, is the beneficiary of this Covenant and as such, Lead Member may enforce this Covenant by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Covenant.

9. The parties agree that in the event of failure of any of the Assisted Units to remain Affordable during the Affordability Period, Lead Member shall provide written notice to Owner and allow Owner 60 days to cure such violation. If Owner fails to cure the violation, and if HUD demands that Lead Member repay the Grant, then Owner shall make payment to the Lead Member in the amount equal to the amount of repayment demanded by HUD, however Owner's liability for such repayment shall be limited and in no event shall exceed One Million Three Hundred Thirty-Two Thousand Forty-Three and 04/100 Dollars ($1,332,043.04). Any failure of Lead Member to enforce this Covenant or any part hereof shall not be deemed a waiver of the right to do so thereafter.

10. It is understood and agreed that the Lead Member shall have the right any time during normal working hours to enter and investigate the use of the Project to determine whether the conditions of this Covenant are being complied with.

11. This Covenant may be modified, amended, or released as to any portion of the Project only by a written instrument executed on behalf of the Lead Member and by the then owner of the fee simple title to the land to be affected by such modification, amendment or release. Should this instrument be modified, amended or released, the Lead Member and Owner shall execute a written instrument in recordable form to be recorded in the Public Records of Miami-Dade County, Florida, effectuating and acknowledging such modification, amendment, or release.

12. The invalidity of any clause, part or provision of this Covenant shall not affect the validity of the remaining portions hereof.

13. Upon expiration of the Affordability Period, this Covenant shall terminate

and shall no longer by effective.

14. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Covenant to constitute a covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to ensure that these restrictions run with the land. For the term of this Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Covenant.

<<SIGNATURES ON FOLLOWING PAGES>>

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The parties have caused this Declaration of Restrictive Covenant to be executed by its duly authorized to be effective as of the day and year first above written.

WITNESS:

Signature

Shirley L. Jones

Print Name

Signature

Gloria M. Madison

Print Name

OWNER:

Miami-Dade County, a political subdivision of the State of Florida

By: JD Patt

for Morris Copeland, Chief Community Services Officer

JD PATTERSON
CHIEF PUBLIC SAFETY OFFICER
MIAMI-DADE COUNTY, FL

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 10th day of ~~July~~ November 2021, by ~~MORRIS COPELAND~~ JD Patterson, as Chief ~~Community Services Officer~~ Public Safety, of MIAMI-DADE COUNTY, a political subdivision of the State of Florida. Said person is personally known to me or has produced a valid driver's license as identification.

Yvonne Ramirez

Notary Public, State of Florida
Print Name: Yvonne Ramirez
My Commission Expires: 01/13/2023
My Commission No.: GG 290774

YVONNE RAMIREZ
Notary Public-State of Florida
Commission # GG 290774
My Commission Expires
January 13, 2023

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The parties have caused this Declaration of Restrictive Covenant to be executed by its duly authorized to be effective as of the day and year first above written.

WITNESS:

Signature

Jennifer Lizardi
Print Name

Signature

Melissa Clarke
Print Name

LEAD MEMBER:

Neighborhood Housing Services of South Florida, Inc., a Florida nonprofit corporation.

By: Kimberly T. Henderson
Kimberly T. Henderson, President & CEO

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 14 day of July 2021, by KIMBERLY T. HENDERSON, as President & CEO of NEIGHBORHOOD HOUSING SERVICES OF SOUTH FLORIDA, INC., a Florida nonprofit corporation. Said person is personally known to me or has produced a valid driver's license as identification.

JENNIFER LIZARDI
Notary Public - State of Florida
Commission # GG 967041
My Comm. Expires Mar 9, 2024

Notary Public, State of Florida
Print Name: Jennifer Lizardi
My Commission Expires: March 9, 2024
My Commission No.: GG 967041

EXHIBIT "A"
Legal Description of the Property

Lots 10, 11, 12 and 13, Block 3 of MAGNOLIA SUBDIVISION according to the plat thereof as recorded in Plat Book 40, Page 80 of the Public Records of Miami-Dade County, Florida

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Attachment "D"

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED ("Deed"),, made this _____day of _____, 2026 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 to **2145 Lincoln Urban LLC,** a Florida limited liability company (the "Developer"), whose address is _____, 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 THE DEVELOPER, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE DEVELOPER, 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 (collectively the "deed restrictions"):

1. That if the Property is developed with single-family or multi-family affordable homes for sale, THE DEVELOPER shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, 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. Further, THE DEVELOPER shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% 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 if the Property is developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very- low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income. Developer shall connect the Dwelling Units to a sewer line.

3. That at financial closing if THE DEVELOPER shall cause the Property to be developed with affordable or workforce rental housing, then THE DEVELOPER shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.

4. That the Property shall be developed within two (2) years of the recording of this County Deed, as evidenced by the issuance of a final Certificate of Occupancy. Developer shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which THE DEVELOPER must complete the housing required herein. 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 and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which THE DEVELOPER must complete the housing. 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 sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.

5. That if the Property is developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Property shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE DEVELOPER fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE DEVELOPER, upon written notification from the County, fails to cure such default, then title to the Property shall revert to the County, at the option of the County, as set forth this County Deed, and by such reverter to the County,

the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

6. That for any of the Property located within the HOPE VI Target Area (hereinafter "Target Area"), THE DEVELOPER 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 or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE DEVELOPER to notify these residents of the availability of homeownership opportunities.

7. That THE DEVELOPER 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 the qualified homebuyers.

8. That THE DEVELOPER shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from THE DEVELOPER to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

> "This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the Developer to the first qualified household, and resets automatically every 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."

9. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. Developer 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, and in the event that any such lien does attach, such lien shall remain the responsibility of the Developer in the event of a reversion of the Property, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:

    a. Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of

construction of the single-family home(s), which estimate shall be verified as set forth in section 10 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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.

10. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Property prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Property. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.

11. That prior to placing any mortgage on the Property, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.

12. That in the event that any mortgage(s) on the Property in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.

13. In the event that Developer mortgages the Property without compliance with

sections 9 through 12 herein, then such mortgage shall be of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.

14. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Property.

    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 Property.

15. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. 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.

16. If in the sole discretion of the County, (a) THE DEVELOPER ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE DEVELOPER fails to rent or sell the homes within the sale or rental limits described herein; (c) THE DEVELOPER fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, THE DEVELOPER shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If THE DEVELOPER fails to remedy such default within sixty (60) days, title to the subject Property 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, THE DEVELOPER shall immediately deed the Property back

to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by THE DEVELOPER. The County retains such reversionary interest in the Property, 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. Should the Property revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

17. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

18. 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 THE DEVELOPER 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:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Anthony Rodriguez, Chairman

Approved for legal sufficiency:

By:_____
Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -2__ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2026.

IN WITNESS WHEREOF, the representative of **2145 LINCOLN URBAN LLC,** a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 21st day of October, 2026, and it is hereby approved and accepted.

Witness/Attest Signature
Ivette Richardson
Print Name
13170 SW 29 St
Address

By: E J
Name: Emmanuel Jeanty
Title: managing member

Witness/Attest Signature
Desire Perez
Print Name
935 Coda Coral Cf
Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (check one) ☑ physical presence or ☐ online notarization, this day of October 21, 2026, by Emmanuel Jeanty as Managing Member of **2145 LINCOLN URBAN LLC,** a Florida limited liability company.

CARLA D WARREN
Notary Public - State of Florida
Commission # HH 758380
My Comm. Expires Jan 20, 2030
Bonded through National Notary Assn.

Carla D Warren
Signature
Carla D. Warren
Printed Name
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced

EXHIBIT A
LEGAL DESCRIPTION

Folio No.	**Legal Description**
08-2122-003-0170	MAGNOLIA SUB PB 40-80 LOTS 14 TO 16 INC BLK 3

Attachment "E"

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

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED ("Deed"),, made this _____day of _____, 2026 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 to **2145 LINCOLN URBAN LLC,** a Florida limited liability company (the "Developer"), whose address is _____, 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 THE DEVELOPER, receipt whereof is hereby acknowledged, has granted, bargained, and sold to THE DEVELOPER, 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 (collectively the "deed restrictions"):

1. That if the Property is developed with single-family or multi-family affordable homes for sale, THE DEVELOPER shall be required to comply with the requirements of the Infill Housing Initiative Program established in section 125.379, Florida Statutes, 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. Further, THE DEVELOPER shall sell such homes to very-low, low, or moderate income (as these terms are defined in section 420.0004, Florida Statutes) qualified homebuyers whose income range is established up to 120% 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 if the Property is developed as affordable and workforce rental housing as set forth in section 125.379, Florida Statutes, such housing shall be rented to very- low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income. Developer shall connect the Dwelling Units to a sewer line.

3. That at financial closing if THE DEVELOPER shall cause the Property to be developed with affordable or workforce rental housing, then THE DEVELOPER shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Property.

4. That the Property shall be developed within two (2) years of the recording of this County Deed, as evidenced by the issuance of a final Certificate of Occupancy. Developer shall provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in this deed. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which THE DEVELOPER must complete the housing required herein. 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 and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which THE DEVELOPER must complete the housing. 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 sixty (60) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.

5. That if the Property is developed with single-family or multi-family homes for sale as set forth in paragraph 1 of this Deed, the homes developed on the Property shall be sold to qualified homebuyers, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the homes exceed the relevant County Maximum Sales Price as set by Miami-Dade County and existing at the time of sale. In the event THE DEVELOPER fails to sell the homes to qualified homebuyers or sells the homes above County Maximum Sales Price and THE DEVELOPER, upon written notification from the County, fails to cure such default, then title to the Property shall revert to the County, at the option of the County, as set forth this County Deed, and by such reverter to the County,

the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

6. That for any of the Property located within the HOPE VI Target Area (hereinafter "Target Area"), THE DEVELOPER 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 or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for THE DEVELOPER to notify these residents of the availability of homeownership opportunities.

7. That THE DEVELOPER 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 the qualified homebuyers.

8. That THE DEVELOPER shall require that the qualified homebuyers purchasing the homes to be sold in accordance with paragraph 1 of this Deed to execute and record simultaneously with the deed of conveyance from THE DEVELOPER to the qualified homebuyer the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

> "This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the Developer to the first qualified household, and resets automatically every 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."

9. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due and shall each year, immediately upon payment of such taxes, provide the County proof of payment. Developer 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, and in the event that any such lien does attach, such lien shall remain the responsibility of the Developer in the event of a reversion of the Property, provided, however, that Developer may encumber the Property with the following, subject to the requirements set forth in Section 17-124(d) of the County Code, and paragraphs 10 and 11 herein:

    a. Any mortgage(s) in favor of any institutional lender solely for the purpose of financing or refinancing any hard costs or soft costs relating to the construction of the single-family home(s) in an amount(s) not to exceed the lesser of: (i) the value of the cost of

construction of the single-family home(s), which estimate shall be verified as set forth in section 10 below; and (ii) the Maximum Sales Price in effect at the time the mortgage is recorded.

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.

10. That the Developer shall provide the County, at least ten (10) business days prior to the execution and recordation of any mortgage purporting to meet the requirements of section 9 above, with a detailed statement of value of such actual or projected hard and soft costs for the development and construction of the single-family home(s) on the Property prepared and signed by a state certified appraiser, contractor or other similar expert, which verifies and certifies that: (a) the information or estimates set forth therein are correct and accurate; and (b) that neither the Maximum Sales Price nor the mortgage (and if more than one mortgages, all of the mortgages in the aggregate), exceed the detailed statement of value of the actual or projected hard and soft costs for each of the single-family homes constructed or to be constructed on the Property. Such statement of value shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subordinate to the lien of such mortgage; provided, however, that for the reverter in this Deed to be subordinate to any mortgage, the Developer must be in compliance with all provisions of this Deed at the time of recordation of such mortgage.

11. That prior to placing any mortgage on the Property, the Developer shall provide the County Mayor or County Mayor's designee with written notice of the intent to mortgage same, along with a copy of the proposed mortgage and the statement of value required by section 8 above, to evidence that such mortgage does not exceed the cost of construction.

12. That in the event that any mortgage(s) on the Property in favor of any institutional lender goes into default, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, all deed restrictions and provisions set forth in this Deed, save and except for the right of reverter, shall not be extinguished, and shall remain enforceable by the County and in full force and effect. The restrictions set forth in this Deed shall run with the land and shall be binding on any successors or assigns of Developer, notwithstanding the mortgage or change in ownership until such deed restrictions are satisfied or released as set forth paragraph 15 below.

13. In the event that Developer mortgages the Property without compliance with

sections 9 through 12 herein, then such mortgage shall be of no force and effect, and shall be subordinate to all rights of the County, including the County's right of reverter.

14. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any other term of this Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If the Developer fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Developer of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, the Developer shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether the Developer provides a deed back to the County for such Property.

    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 Property.

15. Upon receiving proof of compliance with all of the Deed restrictions set forth herein, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions. 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.

16. If in the sole discretion of the County, (a) THE DEVELOPER ceases to exist prior to sale or rental of the housing contemplated herein; (b) THE DEVELOPER fails to rent or sell the homes within the sale or rental limits described herein; (c) THE DEVELOPER fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, THE DEVELOPER shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If THE DEVELOPER fails to remedy such default within sixty (60) days, title to the subject Property 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, THE DEVELOPER shall immediately deed the Property back

to the County, and the County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by THE DEVELOPER. The County retains such reversionary interest in the Property, 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. Should the Property revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

17. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

18. 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 THE DEVELOPER 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.

19. The Property is encumbered by a restrictive covenant for the benefit of Neighborhood Housing Services of South Florida, Inc. (NHSSF), a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference ("the restrictive covenant"), which such covenant includes affordability restrictions and repayment provisions up to the amount of $1,332,043.04 if the affordable housing is not completed and operational within five years from the date of recording of the covenant, to wit July 26, 2028, unless extended by NHSSF.

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:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Anthony Rodriguez, Chairman

Approved for legal sufficiency:

By:_____
Shannon D. Summerset-Williams
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -2__ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2026.

IN WITNESS WHEREOF, the representative of **2145 LINCOLN URBAN LLC,** a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 21st day of October, 2026, and it is hereby approved and accepted.

Witness/Attest Signature
Ivette Richardson
Print Name
13170 SW 29 St
Address

By: E J
Name: Emmanuel Jeanty
Title: managing member

Witness/Attest Signature
Desire Perez
Print Name
935 Coda Coral Cf
Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (check one) ☑ physical presence or ☐ online notarization, this day of October 21, 2026, by Emmanuel Jeanty as Managing Member of **2145 LINCOLN URBAN LLC,** a Florida limited liability company.

CARLA D WARREN
Notary Public - State of Florida
Commission # HH 758380
My Comm. Expires Jan 20, 2030
Bonded through National Notary Assn.

Carla D Warren
Signature
Carla D. Warren
Printed Name
Notary Public, State of Florida

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced

EXHIBIT A
LEGAL DESCRIPTION

Folio No.	Legal Description
08-2122-003-0130	MAGNOLIA SUB PB 40-80 LOTS 10-11-12 & 13 BLK 3

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Exhibit "B"

CFN: 20230515078 BOOK 33808 PAGE 3865
DATE:07/26/2023 10:08:34 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This Instrument Prepared By
Chiara Brandstaetter, Esq.
Legal Services of Greater Miami, Inc.
4343 West Flagler Street, Suite 100
Miami, Florida 33134

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Covenant") dated this _____, 2021, is given to Neighborhood Housing Services of South Florida, Inc., a Florida non-profit corporation ("Lead Member"), by Miami-Dade County, a political subdivision of the state of Florida ("Owner"), its successors and assigns.

RECITALS

A. Magnolia North 2145 Apartments, LLC was the original owner ("Magnolia North") of a project located at 2145 Lincoln Avenue in the City of Opa-locka, Florida (the "Property") that is intended to increase the supply of affordable rental housing units; and

B. Lead Member is the lead member of the Miami-Dade County NSP Consortium ("Consortium") for federal Neighborhood Stabilization Program 2 ("NSP2") funds administered by the United states Department of Housing and Urban Development ("HUD") and approved an allocation of NSP2 funds in the amount of One Million Three Hundred Thirty-Two Thousand Forty-Three and 04/100 Dollars ($1, 332,043.04) (the "Grant") to the Project; and

C. To secure the Grant, Magnolia North and affiliated entities executed various recorded and unrecorded documents (collectively, the "Grant Documents"), including a Restrictive Covenant recorded August 3, 2011, in Official Records Book 27778 at Page 3803 in the Official Records of Miami-Dade County, Florida (the "Old NHSSF Covenant"), which require Lead Member's consent to

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any conveyance of the Project; and

D. Magnolia North conveyed to Owner the Property via Special Warranty Deed executed on Jan 26, 2023 and recorded in the Official Records of the public record of Miami-Dade County at Book 33800 at Page 25 on 7/19/2023; and

E. As an inducement for Magnolia North conveying the Property to Owner and obtaining Lead Member's consent to the conveyance, Owner covenants to construct and operate affordable housing in accordance with the restrictions contained herein and in accordance with applicable NSP2 regulations; and

In consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner agrees and declares as follows:

AGREEMENT

1. The recitals set forth above are true and correct and are incorporated into this Covenant.

2. Owner shall construct on the Property a project of Owner's design which may be mixed-use commercial and residential or entirely residential (the "Project"). The residential units constructed on the Property shall constitute the "Assisted Units" and shall be governed by the affordability restrictions of this Covenant.

3. Owner shall have five years from the date this Covenant is recorded to complete construction of the Project. However, in the event that an extension of time may be required to complete construction, said extension may be granted by NHSSF in its discretion in writing. For the purposes of this Covenant, the Project shall be considered completed upon the issuance of a certificate of occupancy ("Project Completion").

4. 40% of the Assisted Units shall remain affordable to those persons with incomes at or below 50% of Area Median Income and the remaining 60% of Assisted Units shall be affordable to those persons with incomes at or below 120% of Area Median Income, as determined by HUD, with adjustments and certain exceptions as provided in 24 CFR Part 92, until the date which is forty (40) years after Project Completion (the "Affordability Period"), in accordance with the NSP2 regulations, HUD regulations, and applicable federal, state, and local laws.

5. This Covenant shall be a covenant running with the Property for the Affordability Period, shall be binding upon all subsequent owners of the Property for such

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term, and is not merely a personal covenant of the Owner. This Covenant shall remain in full force and effect and shall be binding upon the Owner, its successors and assigns from the date hereof until the expiration of the Affordability Period.

6. The Old NHSSF Covenant has been cancelled and/or satisfied, and Owner is not responsible for compliance with the Old NHSSF Covenant.

7. This Covenant is a covenant running with the land. This Covenant shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of Owner, and shall become effective upon recordation.

8. Lead Member, its successors and assigns, is the beneficiary of this Covenant and as such, Lead Member may enforce this Covenant by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Covenant.

9. The parties agree that in the event of failure of any of the Assisted Units to remain Affordable during the Affordability Period, Lead Member shall provide written notice to Owner and allow Owner 60 days to cure such violation. If Owner fails to cure the violation, and if HUD demands that Lead Member repay the Grant, then Owner shall make payment to the Lead Member in the amount equal to the amount of repayment demanded by HUD, however Owner's liability for such repayment shall be limited and in no event shall exceed One Million Three Hundred Thirty-Two Thousand Forty-Three and 04/100 Dollars ($1,332,043.04). Any failure of Lead Member to enforce this Covenant or any part hereof shall not be deemed a waiver of the right to do so thereafter.

10. It is understood and agreed that the Lead Member shall have the right any time during normal working hours to enter and investigate the use of the Project to determine whether the conditions of this Covenant are being complied with.

11. This Covenant may be modified, amended, or released as to any portion of the Project only by a written instrument executed on behalf of the Lead Member and by the then owner of the fee simple title to the land to be affected by such modification, amendment or release. Should this instrument be modified, amended or released, the Lead Member and Owner shall execute a written instrument in recordable form to be recorded in the Public Records of Miami-Dade County, Florida, effectuating and acknowledging such modification, amendment, or release.

12. The invalidity of any clause, part or provision of this Covenant shall not affect the validity of the remaining portions hereof.

13. Upon expiration of the Affordability Period, this Covenant shall terminate

and shall no longer by effective.

14. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Covenant to constitute a covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to ensure that these restrictions run with the land. For the term of this Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Covenant.

<<SIGNATURES ON FOLLOWING PAGES>>

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The parties have caused this Declaration of Restrictive Covenant to be executed by its duly authorized to be effective as of the day and year first above written.

WITNESS:

Shirley L. Jones
Signature

Shirley L. Jones
Print Name

Gloria M. Madison
Signature

Gloria M. Madison
Print Name

OWNER:

Miami-Dade County, a political subdivision of the State of Florida

By: J.D. Patt
for Morris Copeland, Chief Community Services Officer

JD PATTERSON
CHIEF PUBLIC SAFETY OFFICER
MIAMI-DADE COUNTY, FL

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 10th day of ~~July~~ November 2021, by ~~MORRIS COPELAND~~ J.D. Patterson, as Chief ~~Community Services Officer~~ Public Safety, of MIAMI-DADE COUNTY, a political subdivision of the State of Florida. Said person is personally known to me or has produced a valid driver's license as identification.

Yvonne Ramirez
Notary Public; State of Florida
Print Name: Yvonne Ramirez
My Commission Expires: 01/13/2023
My Commission No.: GG 290774

YVONNE RAMIREZ
Notary Public-State of Florida
Commission # GG 290774
My Commission Expires
January 13, 2023

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The parties have caused this Declaration of Restrictive Covenant to be executed by its duly authorized to be effective as of the day and year first above written.

WITNESS:

Signature

Jennifer Lizardi
Print Name

Signature

Melissa Clarke
Print Name

LEAD MEMBER:

Neighborhood Housing Services of South Florida, Inc., a Florida nonprofit corporation.

By: Kimberly T. Henderson
Kimberly T. Henderson, President & CEO

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 14 day of July 2021, by KIMBERLY T. HENDERSON, as President & CEO of NEIGHBORHOOD HOUSING SERVICES OF SOUTH FLORIDA, INC., a Florida nonprofit corporation. Said person is personally known to me or has produced a valid driver's license as identification.

JENNIFER LIZARDI
Notary Public - State of Florida
Commission # GG 967041
My Comm. Expires Mar 9, 2024

Notary Public, State of Florida
Print Name: Jennifer Lizardi
My Commission Expires: March 9, 2024
My Commission No.: GG 967041

EXHIBIT "A"
Legal Description of the Property

Lots 10, 11, 12 and 13, Block 3 of MAGNOLIA SUBDIVISION according to the plat thereof as recorded in Plat Book 40, Page 80 of the Public Records of Miami-Dade County, Florida

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ATTACHMENT "F"

This Instrument Was Prepared By:
Shannon D. Summerset-Williams, Esq.
Assistant County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:
Miami-Dade County
Housing and Community Development
701 NW 1st Court, Suite 1400
Miami, Florida 33136
Attention: Director

MIAMI-DADE COUNTY
RENTAL REGULATORY AGREEMENT

WHEREAS, pursuant to Resolution No. _____, adopted by the Miami-Dade County Board of County Commissioners (hereinafter the "**Board**"), on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), the Board approved a conveyance from the County to **2145 Lincoln Urban LLC, a Florida limited liability company ("Developer")** and its permitted successors and assigns (hereinafter "**Developer**"), dated _____, 20____ (hereinafter the "**Deed**") on the property more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Deed requires, in part, that Developer shall cause the construction of a minimum of _____..( ) affordable housing residential units, which such rental units shall be rented to individuals and families whose incomes do not exceed 120% of area median income; and

WHEREAS, in connection with the County Deed, dated _____, 2026, and recorded on _____, 2026, in the Official Records Book at _____ Page _____ of the Public Records of Miami-Dade County, Florida, Developer agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement

NOW, THEREFORE, for and in consideration of Ten dollars ($10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged as of _____, 20____, Developer, whose address is _____, its successors and assigns, and Miami-Dade County, a political subdivision of the State of Florida (the "**County**") having a principal address of 111 N.W. 1st Street, Miami, Florida 33128, through its

Department of Housing and Community Development Department (HCD), or successor department, hereby agree as follows:

PROPERTY ADDRESS:

LEGAL DESCRIPTION OF PROPERTY: The real property legally described and attached hereto in **Exhibit "A"** and located in Miami-Dade County (hereinafter referred to as the "**Property**").

Dwelling Units: **[_____ units** (the "**Units**")]

Rents: Rent shall mean rent plus utilities or the utility allowance, as described in this Agreement. Maximum Rents and maximum monthly allowances for utilities and services shall be established by HCD. Allowances for utilities and services shall be updated annually by HCD.

Utility Allowance: The County shall establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually.

The County may accept the following four (4) additional utility allowance methodologies upon written request from Developer:

1. HUD Utility Schedule Model
2. Multifamily Housing Utility Analysis
3. LIHTC Agency Estimate
4. Energy Consumption Model (Engineer Model)

Utilities generally include those required for water/sewer, electric, gas and trash.

Affordable: Rents, as defined herein.

WITNESSETH:

I. Developer agrees with respect to the Property for an "Affordability Period" which shall be the period beginning on the date of recordation of the first Certificate of Occupancy for the Project, as defined below, and ending on the date which is thirty (30) years, that:

(A) That all of the Units must have rents which are equal to or less than 30% of annual incomes for households at or below one hundred twenty percent (120%) of area median income ("**AMI**") adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates to be paid by the tenant for this property are indicated in **Exhibit "B"** attached hereto.

(B) This Agreement shall be a recorded restrictive covenant on the fee simple interest in the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the **"Project**"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner, and on the heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee or owner for the length of time that this Agreement shall be in force. Developer hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on Developer and its successors in interest, if any, for the period stated in the preamble above.

(C) The Units shall include the following amenities: [INSERT AMENITIES]

(D) Developer agrees that upon any violation of the provisions of this Agreement, the County, through its agent HCD, may give written notice thereof to Developer, by registered mail, at the address stated in this Agreement, or such other address or addresses as may subsequently be designated by Developer in writing to HCD, and in the event Developer does not cure such default (or take measures reasonably satisfactory to HCD to cure such default), within thirty (30) days after the date of notice, or within such further time as HCD may determine is necessary for correction, HCD may, without further notice, declare a default under the Deed, and effective upon the date of such default, HCD may apply to any court, County, State or Federal, for any specific performance of this Agreement; for an injunction against the violation of this Agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain..

(E) Developer further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.

(F) Developer agrees that the Units shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "**HUD**").

(G) Developer agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one (1) year, (b) be renewed at the end of each term except for good cause or mutual agreement of Developer and residential tenant.

(H) Developer agrees to comply with all applicable laws and regulations, including but not to those certain regulations more fully described in **Exhibit "C"**, attached hereto and made a part hereof, or the most current versions of such rules, regulations, requirements and/or forms as adopted by the applicable governmental agency.

(I) Owner agrees that this Agreement is intended to ensure the provision of housing at the rents authorized for a period of thirty (30) years. Therefore, Owner agrees that for any period the Property is not in compliance with the terms of this Agreement because the required Units are not occupied as required by this Agreement, the required thirty (30) year period shall be tolled, and this Agreement shall be extended by the time of non-compliance. The right to extend this Agreement shall apply in all situations, including non-compliance caused by total loss of the Property by any source, including but not limited to, acts of God and nature, fire, flood, condemnation, demolition, or any other cause whether in or out of the control of Owner. In the event that such non-compliance occurs, Owner agrees that Owner shall notify HCD of any loss of Units within ten days of such loss occurring. Once HCD confirms that the Property is in non-compliance, the thirty (30) year period will be tolled until such time that HCD determines the Property is compliance and providing the required number of Units. Owner agrees that HCD may file in the public records a "Notice of Extension of Rental Regulatory Agreement" setting forth the non-compliance and, if known, the new date of expiration of this Agreement.

HCD and Developer agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if HCD (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that HCD (and HUD if applicable) determine is necessary to maintain continued financial viability of the Project.

Developer will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, HCD will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

Pursuant to HUD regulations and to the extent the Project contains Section 8 units, the Project shall be eligible for rental adjustments in connection with Operating Cost Adjustment Factors ("**OCAF**"), such approval shall not be unreasonably withheld by HCD.

III. Except as otherwise noted, all parties expressly acknowledge that HCD shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs IV, V, VI and VII, hereof for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, Developer shall furnish HCD with notification provided to tenants advising them of the increase.

IV. Occupancy Reports.

Developer shall, on an annual basis, furnish HCD with an occupancy report, which provides the following information:

(A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:

1. Composition of each resident family,

2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
3. Income requirements,
4. Eligibility factors,
5. Demographic information to include racial and ethnic makeup of their tenants, and
6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by Developer to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.

(B) A list of all vacant apartments, as of the end date of the reporting period.

(C) The total number of vacancies that occurred during the reporting period.

(D) The total number of Units that were re-rented during the reporting period, stating family size and income.

(E) Developer shall upon written request of HCD allow representatives of HCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

Pursuant to 42 U.S.C. § 12755, Developer shall maintain the Property in compliance with all applicable federal and local housing quality standards, receipt of which is acknowledged by Developer, including those contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "**Housing Standards**").

(A) HCD shall annually inspect the Property, including all Dwelling Units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. Developer will be furnished a copy of the results of the inspection within thirty (30) days and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

(B) At other times, at the request of Developer or of any tenant, HCD may inspect any unit for violations to the property standards of any applicable federal, state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and Developer will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.

(C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, Developer will submit the following documents to HCD:

(A) Proposed form of resident application.

(B) Proposed form of occupancy agreement.

(C) Applicant screening and tenant selection policies.

(D) Maintenance and management plan which shall include the following information:

1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
3. A list of equipment to be provided in each dwelling unit.
4. A proposed schedule for replacement of dwelling equipment.
5. A list of tenant services, if any, to be provided to residents.

(E) At any time (monthly, quarterly, annually), Developer agrees that the County has the right to:

1. Evaluate and test the Waiting List Policies.
2. Pull records to review and assess any and all abnormalities relative to the demographic mix.
3. Ensure fair and equal access to the units were offered by Developer and its agents.

Developer agrees that the County has the right to refer eligible applicants for housing. Developer shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless Developer is able to demonstrate a good cause basis for denying the housing as determined by HCD in its sole and absolute discretion.

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, Developer, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. Developer, its agents and/or representatives shall also provide the County with the contact information for Developer, its, agents and/or representatives.

VII. Affirmative Marketing Plan

(A) Developer shall forward to HCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for HCD's approval which incorporates the requirements of 24 C.F.R. § 92.351 to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The

Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:

1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
2. Developer shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.

(B) The Affirmative Marketing Program shall be submitted to HCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

VIII. Financial Reports

(A) Annually, Developer shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "**Operating Statement**"). HCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.

(B) Developer will create a reserve for maintenance to be funded $_____.00 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Developer and will be deemed satisfied by any deposits made by Developer in accordance with loan documents which contain a maintenance reserve requirement of at least $300 per unit per year.

IX. Action by or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

Housing and Community Development
701 N. W. 1 Court
14th Floor
Miami, Florida 33136
Attn: Director, Housing Development and Loan Administration Division

Copy to:

Miami-Dade County Attorney's Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128
Attn: Assistant County Attorney

or any of their successor agencies or departments.

X. Recourse:

In the event of a default by Developer under this Agreement, County shall have all remedies available to it at law and equity.

XI. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and HUD and their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County or HUD will make advances in the absence of strict compliance with any or all conditions of County or HUD and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County or HUD at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County or HUD make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by Developer of the Property or the absence therefrom of defects.

XII. Conflict with Other County Rental Regulatory Agreements:

Where the terms, conditions and obligations set forth in this Rental Regulatory Agreement conflict with another Rental Regulatory Agreement on the Property executed between Developer and the County, the terms, conditions and obligations set forth in this Agreement shall prevail.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, County and Developer have caused this Agreement to be executed on the date first above written.

DEVELOPER:

Witnesses:

_____
Name:_____

Adress:_____

2145 Lincoln Urban LLC, a Florida Limited Liability Company

By: _____, a Florida limited liability company, its manager

_____

By:_____
NAME AND TITLE

Name:_____
Adress:_____

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this __ day of _____, 20___ by _____, as _____of _____ a _____, on behalf of the company., is [ ] personally known to me or [ ] has produced identification.

NOTARY SEAL:

_____
NOTARY PUBLIC
Print Name:_____
Commission No._____
My Commission Expires:_____

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

ATTEST:

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Shannon D. Summerset-Williams
Assistant County Attorney

EXHIBIT A
LEGAL DESCRIPTION

Folio No.	Legal Description
08-2122-003-0170	MAGNOLIA SUB PB 40-80 LOTS 14 TO 16 INC BLK 3
08-2122-003-0130	MAGNOLIA SUB PB 40-80 LOTS 10-11-12 & 13 BLK 3

EXHIBIT B

Maximum Initial Approved Rental Rates*

Number of Units	Type	Set Aside AMI %	Gross Rent	Utility	Net Rent

At the discretion of the County, up to eighty percent (80%) of the rental units may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based, based upon adopted County policies uniformly applied. Developer shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by Developer and submitted to the County.

In the event an apartment is occupied by a participant of the Section 8 Voucher Program and the applicable Section 8 office permits rents higher than the levels outlined above, the rents may be as allowed by the Section 8 office, provided that the resident's portion of the rent does not exceed the above Net Rent Limits.

NOTE: the above Net Rents exclude resident options such as cable TV, washers/dryers and/or security alarm systems. If provided, these options would be at an extra charge to the residents.

NOTE: LOAN DOCUMENT INFORMATION TO BE PROVIDED FOLLOWING RECORDING OF MORTGAGE

Mortgage Document No:_____ Date Recorded:_____

Book Number:_____ Page Number:_____

County: MIAMI-DADE
State: FLORIDA