

This instrument was prepared under the direction of:

James D. Stokes, Esq., City Attorney

Prepared by:

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made this ___ day of _____, 2021, by _____ ("Owner"), in favor of the **City of Port St. Lucie**, a municipal corporation organized and existing under the laws of the State of Florida, ("City").

WHEREAS, Owner is the fee title owner of that certain real property legally described in Exhibit "A," attached hereto and incorporated herein the ("Property"); and

WHEREAS, Owner hereby covenants that: (a) Owner is lawfully seized of said Property in fee simple; (b) the Property is free and clear of all liens and encumbrances that are inconsistent with the terms of this Declaration; (c) Owner has good right and lawful authority to make this Declaration; and (d) Owner agrees to fully warrant and defend title to the Property against the claims of all persons whomsoever; and

WHEREAS, the Property was developed as affordable housing for a Gold Star Military Family or veteran in accordance with the City of Port St. Lucie Homes for Heroes Initiative (the "Program"); and

WHEREAS, in order to qualify for participation in the Program, the Owner hereby makes the following binding commitments to ensure that the Property complies with the requirements of the Program; and

WHEREAS, City requires the transfer of the Property to be made subject to the covenants, conditions, restrictions, and other requirements, as set forth herein (collectively, "Restrictions").

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, Owner hereby declares that the Property shall be held, transferred, sold, conveyed, used and improved subject to these Restrictions in favor of the City, all as hereinafter set forth:

1. Incorporation of Recitals and Defined Terms. The recitals, including all defined terms, set forth above are true and correct and are incorporated herein by reference as if set forth in full herein.
2. Restrictive Covenants. Owner hereby declares that the Property shall be subject to the following Restrictions:
 - (a) Property Use. The Property shall be used solely by the Owner as their primary residence. The Property shall not be used for any non-residential purposes whatsoever including, but not limited to, as a rental property; and
 - (b) Homestead Exemption. Owner shall ensure that the Homestead Exemption for the Property is maintained at all times; and
 - (c) Insurance and Maintenance of Property. Owner shall ensure that the Property is insured and maintained and so that the exterior of the home located on the Property is in good repair, including, but not limited to, painting, landscaping, and lawn maintenance, as necessary. Owner shall maintain the Property and the home built thereon in accordance with the applicable laws, regulations, and ordinances of the City; and
 - (d) Mortgage or Sale of Property. City must approve, in written, of any sale or mortgaging of the Property occurring prior to the end of the twenty-five (25) year affordability period. Written approval may be granted if Owner agrees to use the funds obtained from a refinancing to provide for home improvements or needed home repairs on the Property.

In the case of an unapproved sale or mortgaging of the Property prior to the end of the twenty-five (25) year affordability period, a prorated amount equal to the appraised value of the Property of _____ Dollars 00/100 (\$XXX,000), with 0% interest thereon, shall be due and payable to the City of Port St. Lucie - NSP Revenue Fund or, if the fund is no longer available, to the Community Development Block Grant (CDBG) program income fund of the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. The amount owed shall be reduced by four percent (4%) on the anniversary date of the conveyance of the Property to the Owner, and every year thereafter as long as the Property is in compliance with these Restrictions or other legally enforceable retention contracts or mechanisms incorporating the income-eligibility and affordability restrictions committed to herein for the duration of the twenty-five (25) year period.

3. Property as Servient Estate; Term of Restrictions; Termination. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the City shall be the dominant tenement. The Restrictions shall run with the Property and be binding on all persons acquiring title to the Property, or any portion thereof, and all persons claiming under them, until that date which occurs twenty-five (25) years following the date of recordation of this Declaration ("Termination Date"). On the Termination Date, this Declaration shall terminate without any required action by Owner or City.

4. Parties. When used herein, the term “City” shall mean City of Port St. Lucie, Florida, its successors and assigns. The term “Owner” shall mean the person or persons holding interests of record to the Property or any portion of the Property, their heirs, personal representatives, successors, and assigns.

5. Notice of Sale. When Owner, or any successor in title to the Owner, desires to mortgage, sell, dispose of or otherwise convey the Property, or any interest or portion thereof, Owner shall notify the City in writing of Owner’s intent to mortgage, sell, dispose of or otherwise convey the Property (the "Notice of Sale"). Notice shall be provided to:

Attn: City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Copies to: Atten: City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

6. Enforcement by City. The City is the beneficiary of these Restrictions, and as such, the City may enforce these Restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.

7. Waiver; Modification; Invalidity; Construction; Venue. Any failure of the City to enforce these Restrictions shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, or termination of this Declaration (except upon the Termination Date, when no action is required to be taken by the Owner or City to terminate this Declaration) shall be effective unless contained in a written document executed by City. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any of the other Restrictions herein contained, all of which shall remain in full force and effect. This Declaration shall be construed in accordance with the laws of Florida and venue shall be St. Lucie County, Florida.

8. Validity. If any covenant, restriction, condition or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect.

9. Recordation. This Declaration shall be recorded in the Public Records of St. Lucie County, Florida.

IN WITNESS WHEREOF, Owner has executed this Declaration in favor of City on the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

Owner:

Signature of Witness
Print Name: _____

Signature of Owner
Print Name: _____

Signature of Witness
Print Name: _____

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____ 2021, by _____ who is [] personally known to me, or who has [] produced the following identification: _____.

Signature of Notary Public

Name: _____

Notary Public, State of Florida
My Commission expires _____

NOTARY SEAL/STAMP

Exhibit “A”

Legal Description

Lot 9, Block 2211, Port St. Lucie Section Thirty-Three, according to the plat thereof, as recorded in Plat Book 15, Pages 1, 1A through IV, of the Public Records of St. Lucie County, Florida.

DRAFT