

This instrument was prepared by:  
Pinellas County Housing and Community Development  
310 Court Street  
Clearwater, FL 33756

**LAND USE RESTRICTION AGREEMENT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
Pinellas County Affordable Housing Development**

THIS LAND USE RESTRICTION AGREEMENT (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Homes for Independence dba Service Source, a Florida Not-For-Profit Corporation**, whose mailing address is **2735 Whitney Road, Clearwater, FL 33760** (“Agency”) and Pinellas County, a political subdivision of the State of Florida, whose mailing address is 310 Court Street, c/o Housing Administrator, Clearwater, Florida 33756 (“County”) (collectively the “Parties”).

WHEREAS, AGENCY owns certain lands described in Exhibit A, attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, COUNTY provides funding for affordable housing for eligible persons as defined by the State Housing Initiatives Partnership Program (“SHIP”), in accordance with Section 212.055(2)(d)3, Florida Statutes; and

WHEREAS, AGENCY has applied for affordable housing funds as part of the financing needed for the renovation of 6 units in multiple buildings within multi-family residential properties (“Project”) on the Property; and

WHEREAS, the Project satisfies the eligibility requirements of the SHIP Program to receive affordable housing funds; and

WHEREAS, the COUNTY and the AGENCY have entered into a Promissory Note (“Note”), Mortgage (“Mortgage”), Agency Agreement (“Agency Agreement”) and Land Use Restriction Agreement (“LURA”) of even date herewith.

WHEREAS, AGENCY acknowledges that this Agreement is necessary in order to comply with the requirements of the SHIP Program, from which funds were obtained to finance the Project on the Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Definitions.**
  - A. Assisted Units shall mean a residential accommodation provided by the Project that is located within Pinellas County and designed and intended for the primary purpose of providing decent, safe and sanitary residential units available for rent or sale to the general public.
  - B. Affordability Period shall commence upon unit occupancy and end on July 1, 2038, regardless of if the sums secured by the Mortgage and Note have been repaid.

**3. Affordability of Assisted Units.** During the Affordability Period, of the 6 total units in the Project all 6 of the units shall be SHIP Assisted units. SHIP-Assisted units in the Project shall be rented or held available for rental on a continuous basis to persons or families who, at the commencement of occupancy by each tenant of such Assisted Unit, shall have annual incomes which do not exceed Assisted Unit set-aside requirements as follows:

- A. Three (3) Assisted Units shall be set-aside for very-low income households that have a total annual gross household income that does not exceed 50 percent of the Area Median Income (“AMI”) for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area (“MSA”) adjusted for family size and Three (3) Assisted Units shall be set-aside for low-income households that have a total annual gross household income that does not exceed 60 percent of the AMI for the Tampa-St. Petersburg-Clearwater MSA adjusted for family size. For purposes of clarity, these income limits are calculated annually by the United States Department of Housing and Urban Development and the maximum rental amounts for each income threshold shall be as promulgated annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership.
- B. Rents for all SHIP-Assisted units shall be restricted to the SHIP Program Rent limits. Maximum eligible income and rent limits which are revised annually and are available from the County.
- C. While occupying a SHIP-Assisted rental unit, a household’s annual income may increase to an amount not to exceed 140 percent of the applicable set-aside income limit.
- D. Six (6) units shall be set-aside for “Person with special needs” as defined in Section 420.0004, Florida Statutes, meaning an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits.

**4. Income Determination.** The Agency shall determine and verify the Income Eligibility of tenants in accordance with HUD Section 8 housing assistance programs in 24 CFR Part 5. Income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by a household during the 12 months following the effective date of the determination. The Annual Gross Income, as defined in Section 420.9071(4), F.S, must be used and the SHIP Program income limits cannot be exceeded. The Agency shall maintain complete and accurate income records pertaining to each tenant occupying a SHIP-assisted unit. At a minimum, records for each occupied SHIP-assisted unit shall contain following documentation:

- A. The tenant’s complete application and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;
- B. A copy of the lease agreement listing the term of tenancy and each tenant residing in the Assisted Units;
- C. Verification of income of each tenant as is acceptable to under Section 8 of the U.S. Housing Act of 1937, as amended;
- D. Information as to the assets owned by each tenant; and
- E. Tenant Income Certification Form, TIC-1, Rev.02/06, which is hereby incorporated by reference, for each tenant. For Section 8 clients, the HUD Forms 50058 or 50059 may be used in lieu of TIC-1.

**5. Tenant Leases and Protections.** The Agency shall comply with the provisions of the Florida Landlord Tenant Act defined in Chapter 83 Part II of the Florida Statutes, and Lender requirements, which prohibit certain lease terms. All tenant leases for Assisted Units shall be expressly subordinate to the Mortgage and shall contain clauses, among others, wherein each individual lessee agrees:

- A. That the household income, household composition and other eligibility requirements shall be deemed substantial and material obligations of the tenancy;
- B. To comply promptly with all requests for information with respect thereto from the Agency or the County, and that tenant's failure to provide accurate information about household income or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy;
- C. Not to sublease to any person or family who does not meet income qualifications as determined, verified, and certified by Agency;
- D. To state that the rental unit is the primary residence of the tenant;
- E. That the lease shall be for a one-year period, unless other terms are mutually agreed upon by Agency and tenant.

**6. Nondiscrimination.** The Agency shall not discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, creed, color, age, sex, familial status, disability, religion, or national origin in the lease, use or occupancy of the Assisted Units or in connection with the employment or application for employment of persons for the operation and management of the Property.

The Agency shall not discriminate against tenants or prospective tenants before, during or after the solicitation process, and shall use their best effort to insure that tenants are provided with a living environment free from harassment or discrimination by other tenants, vendors, or providers of any services associated with the Assisted Units.

**7. Monitoring and Inspection.** The Agency shall permit the County or its designee to inspect all records, including but not limited to financial statements, pertaining to Assisted Units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this Agreement and SHIP Program rules. The Agency acknowledges that the County or its designee must, from time to time, inspect each Assisted Unit for compliance with Housing Quality Standards (as defined by HUD for the Section 8 Program) and local code requirements, and agrees to facilitate such inspections with tenants as necessary. The Agency also acknowledges that the property must meet property standards upon completion of the Project and for the duration of the affordability period.

The County shall, from time to time, make or cause to be made inspections of the Assisted Units and Property rental records to determine compliance with the conditions specified herein. The County shall notify the Agency prior to scheduled inspections, and the Agency shall make any and all necessary arrangements to facilitate the County's inspection. The County may make other inspections of the Property, subject to the County providing the Agency with advance notice and a reasonable basis for the inspection.

**8. Annual Compliance Monitoring of Project.** Compliance monitoring of the Project shall be a responsibility of the Agency, to be performed by a compliance monitor as approved by the County. The compliance monitor shall be responsible for monitoring the Agency's compliance with restrictions regarding the use or occupancy of the Project, and ensure that all requirements are being satisfied on a continuing basis in accordance with this LURA. In the event that the compliance monitor shall ever resign, be removed, or otherwise, in the opinion of the County, fail to perform the duties of the compliance

monitor, the Agency shall, at the direction of the County, hire a successor compliance monitor. The compliance monitor shall:

- A. Conduct an initial briefing with the Property manager and upon any change in the entity responsible for management of the Project, with such new entity, regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying income of tenants.
- B. Provide annual summary report to the County detailing the ratios of Assisted Units occupied by income eligible tenants as required by this LURA.
- C. Conduct on-site audits of the Project's tenant records and document all findings to ensure compliance with applicable regulations, terms and conditions.
- D. Review rent rolls to ensure monthly rents are in compliance with SHIP income-based rent limits.
- E. Examine leases to ensure that all occupants of the Assisted Unit are listed, and that the lease is current and fully executed.
- F. Verify annual re-certifications are performed in a timely manner.
- G. Review the certification procedures to verify that record retention requirements are being met and Assisted Units are not occupied until properly certified.
- H. Inspect Assisted Units for compliance with local codes and housing quality standards.
- I. Examine the current marketing materials for compliance with the Affirmative Fair Housing Marketing Plan, if applicable.
- J. Prepare Management Review Summary documenting conclusions of monitoring visit, incorporate findings of non-compliance discovered during compliance review and recommend corrective actions, as required.
- K. Provide copies of Management Review to Agency and County

The compliance monitoring duties of the Agency or the compliance monitor, as the case may be, shall continue until all restrictions under this LURA expire.

**9. Corrective Actions.** If the Property is not in compliance with the requirements of this Agreement; the County shall give the Agency written notice of the deficiency, after which time the Agency shall have 30 days in which to bring the Property into compliance. The County may extend the cure period in its sole discretion if the default is of a nature that it cannot be completely cured within such cure period. Should the Agency fail to bring the Property into compliance within the specified time or thereafter fail to diligently continue to pursue compliance, the County shall immediately declare the Agency in default of this Agreement, Mortgage, and Affordable Housing Development Program Agency Agreement, the terms and conditions of which are incorporated herein by reference.

**10. Assurance of Public Purpose.** Agency covenants that no lease, sale, or title transfer to any third party shall occur prior to satisfying the conditions set forth in the Mortgage, Note, and Agency Agreement.

**11. Defaults; Remedies.** If, following the procedures set forth in Section 8 hereof, the Agency shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, then and in such event, the County shall be entitled, in addition to all other remedies provided by law or in equity, or in any other agreement entered into by the parties associated herewith:

- A. To compel specific performance by the Agency of its obligations under this Agreement, it being recognized that the beneficiaries of Agency's obligations hereunder cannot be adequately compensated by monetary damages in the event of Agency's default; and
- B. To rescind any and all incentives, either regulatory and/or financial, provided to Agency; and

- C. As provided for in the Mortgage, cause the Agency to pay to the County an amount equal to all funds loaned to the Agency, less any principal balance previously repaid by the Agency, if any Assisted Unit is knowingly or negligently rented to persons who do not comply with the requirements for such Unit; and
- D. In addition to these remedies, a default by the Agency hereunder shall also constitute a default under the Mortgage and Affordable Housing Development Program Agency Agreement, which will enable the County there-under, after notice and an opportunity to cure as therein provided, to accelerate the Agency's loan(s) and take such other actions as may be permitted under the terms of the Mortgage, Affordable Housing Development Program Agency Agreement, and Land Use Restriction Agreement.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, any notice to the Agency provided for in this Agreement shall be given by mailing such notice by certified mail to the Agency address stated herein, or at such other address as the Agency may designate by notice to the County as provided herein, and any notice to the County shall be given by certified mail, return receipt requested, to the County's address stated herein or to such other address as the County may designate by notice to the Agency as provided herein. Any notice provided for in this Agreement shall be deemed to have been given to the Agency or County when given in the manner designated herein.

**13. Successors Bound – Burden to Run with Property.** This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, the Agency and its successors and assigns and all subsequent owners of the Property or any interest therein, for the Affordability Period set forth in this Agreement.

**14. No Conflict with Other Documents.** The Agency warrants that it has not, and will not, execute any other contract or agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

**15. Severability.** Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

**16. Enforcement of Terms.** The benefits of this Agreement shall inure to, and may be enforced by the County for the full duration of the Affordability Period, whether or not the County shall continue to be the holder of the Mortgage, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the Project are outstanding. Breach of these terms during the Affordability Period shall result in recapture of all SHIP-funds expended on the Project.

**17. Recordation.** This LURA shall be recorded by the County in the official public records of Pinellas County, Florida.

**(SIGNATURES ON FOLLOWING PAGE)**

**IN WITNESS WHEREOF:**

**Homes for Independence, Inc.**  
Federal Employee ID Number: **59-3342379**

By: **Homes for Independence, Inc.**  
**A Florida Not-For-Profit Corporation**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_

Name: **Lisa Ciccolelli**  
Title: **Housing Director**

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS } §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Lisa Ciccolelli, Housing Director of Homes for Independence, Inc., A Florida Not-For-Profit Corporation, who is ( ) personally known to me or ( ) who has produced a \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature)

(NOTARY STAMP/SEAL ABOVE)

\_\_\_\_\_  
(Name of Notary, typed, printed or stamped)

**PINELLAS COUNTY, FLORIDA**  
by and through its Board of County Commissioners

By: \_\_\_\_\_  
Barry A. Burton, County Administrator  
Pinellas County

**Exhibit A**  
Legal Description

UNIT 202, BUILDING I, WINSTON GATEWAY APARTMENTS NO.1, CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 1, PAGES 42 AND 43, AS AMMENDED IN CONDOMINIUM PLAT BOOK 6, PAGES 97 AND 98. AND FURTHER DESCRIBED IN THE DECLARATION OF CONDOMINIUM IN O.R. BOOK 2373, PAGES 121 THROUGH 156, AND AMMENDED IN O.R. BOOK 3439, PAGES 658 THROUGH 762, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED SHARE IN THE COMMON ELEMENTS APPURTENANT THERETO.

CONDOMINIM UNIT 8211E, WILLIAMSBURG, A CONDOMINIUM, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORD BOOK 4694, PAGE 457-516, AS AMMENDED FROM TIME TO TIME, AND AS PER CONDOMINIUM PLAT BOOK 28, PAGES 108-111, INCLUSIVE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LOTS 5 & 6, BLOCK 1, CRESCENT PARK SUBDIVISION, ACCORDING TO THE PLAT RECORDING IN PLAT BOOK 1, AT PAGE 14, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.