

This instrument was prepared by:  
Pinellas County Housing & Community  
Development Department  
440 Court Street, 2nd Floor  
Clearwater, FL 33756

**LAND USE RESTRICTION AGREEMENT**  
**Pinellas County Affordable Housing Development Program**

THIS LAND USE RESTRICTION AGREEMENT ( "Agreement") is entered into as of the 21st day of June, 2022 ("Effective Date"), between Pinellas County a political subdivision of the State of Florida, whose mailing address is 315 Court Street, Clearwater, Florida 33762 ("COUNTY"), and Habitat for Humanity of Pinellas and West Pasco Counties, Inc, a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office at 13355 49<sup>th</sup> Street North, Clearwater, FL 33762 ("AGENCY") (collectively the "Parties").

WITNESSETH:

**WHEREAS**, on the 21st day of June, 2022, the COUNTY conveyed the real property described in Exhibit A, attached hereto and incorporated herein ("Property") to the AGENCY to construct affordable residential ownership single-family housing in the Lealman Community Redevelopment Area, located in the County of Pinellas, State of Florida ("Project"); and

**WHEREAS**, AGENCY acknowledges it is necessary to comply with the requirements of the Pinellas County Affordable Housing Development Program as a condition of which said Property was, declared surplus and conveyed to the AGENCY; and

**WHEREAS**, in consideration of the Property conveyed to AGENCY, AGENCY covenants and agrees that in connection with the acquisition and/or construction, rehabilitation and ownership of the Property, AGENCY will comply, and will require any subsequent purchasers of the Property to comply, with the following covenants and restrictions on the use of the Property as set forth herein; and

**WHEREAS**, the Parties wish to set forth their mutual rights, obligations and commitments to provide affordable dwelling units as more particularly described herein.

**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 foregoing recitals are true and correct and are incorporated herein by reference.

**2. Affordability Period.** For the purpose of this Agreement, the Affordability Period shall be five (5) years. The Affordability Period shall commence on the day that the Property is sold by AGENCY to a Qualified Buyer, as that term is defined below, and terminate five (5) years thereafter.

**3. Affordability of Assisted Units.**

- A. During the Affordability Period, the single-family homes to be developed on the Property shall be residential single-family detached houses designed and intended for the primary purpose of providing affordable, decent, safe and sanitary residential units available for sale to the general public (“Assisted Units”).
- B. For the duration of the Affordability Period, the Property, to include the Assisted Units, shall be operated as affordable residential ownership single family housing and may not be used as or converted to rental housing or any other use.
- C. All sales of the Assisted Units shall be restricted to buyers whose annual household income does not exceed 120% of the Area Median Income for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, adjusted for family size, at the time of purchase. For purposes of clarity, these income limits are calculated annually by the United States Department of Housing and Urban Development (“HUD”) 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.

**4. Qualified Buyers.** The AGENCY shall determine and verify in writing the income eligibility of all homebuyers in accordance with HUD programs, or by an alternative method pre-approved by the COUNTY for the Project. The AGENCY shall calculate gross annual income by annualizing verified sources of income to be received by the household during the twelve (12) months following the effective date of the income eligibility determination. The AGENCY shall obtain COUNTY verification and approval of potential buyer income eligibility a minimum of twenty-one (21) days prior to finalizing any sale.

**5. Homebuyer Rules.**

- A. For the duration of the Affordability Period, the Assisted Units shall be sold to buyers whose annual household income does not exceed the income requirements set forth in Section 3, Affordability of Assisted Units, at the time of purchase (“Qualified Buyers”).
- B. Qualified Buyers must occupy the Assisted Unit as their primary residence and shall not be permitted to rent or lease the units at any time during the Affordability Period. At the written request of a Qualified Buyer, exceptions may be made by the COUNTY to the requirements specified in this paragraph (B) for servicemembers of the United States pursuant to 50 U.S.C. App. § 531, The Servicemembers Civil Relief Act, and any

other applicable regulation or law.

- C. The requirements set forth in this Agreement apply to the initial sale, as well as all future resales, of the Assisted Unit for the duration of the Affordability Period. AGENCY shall assure that all Qualified Buyers sign a Land Use Restriction Agreement (LURA), affidavit, or other COUNTY-approved restriction stipulating to the affordability and other requirements set forth herein as a part of any written agreement for purchase of an Assisted Unit (“Restrictions”). The Restrictions shall be submitted to the COUNTY or it’s designee for approval prior to the sale of the subject Assisted Unit.
- D. Upon the initial sale, and any subsequent resale, of each Assisted Unit the AGENCY, at AGENCY’S sole expense, shall have properly filed and recorded the Restrictions in the official public records of Pinellas County, Florida.

**6. Nondiscrimination.** Neither the AGENCY nor its appointees or assigns shall discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, color, age, sexual orientation, familial status, disability, religion, national origin, or any other protected class in the selection of prospective homeowners or in connection with the employment or application for employment of persons for the Project.

**7. Liens, Charges, Taxes, and Assessments.** During the Affordability Period, AGENCY or its successors or assigns will promptly pay, and will require any subsequent purchasers of the Property to promptly pay all taxes, assessments, charges, fines, and impositions attributable to the Property, including all improvements thereto, including mechanics liens, homeowner association or community association dues, fees and assessments, if any. Non-payment of charges described in this paragraph will constitute a default of this Agreement.

**8. Monitoring and Inspection.** The AGENCY shall permit the COUNTY or its designee to inspect all records pertaining to determination of income eligibility and qualification of a Qualified Buyer of an Assisted Unit prior to scheduling a closing, and shall submit to the COUNTY, no later than thirty (30) days following closing, such records and documentation as required by the COUNTY to document compliance with this Agreement.

**9. Development Conditions.** AGENCY must construct Assisted Units that are built in accordance with all applicable building, land use and zoning regulations. Assisted Units must meet the following minimum size and design requirements: 1,200 square feet, three (3) bedrooms, two (2) bathrooms, and an enclosed garage.

**10. Assurance of Public Purpose.** AGENCY must complete construction of the Assisted Units, including obtaining a certificate of occupancy (CO), within twelve (12) months of the date of the deed (closing date) conveying the Property from COUNTY to AGENCY. AGENCY may be granted an

extension of time for good cause at the sole discretion and with advance written consent of the COUNTY.

Should AGENCY materially default on the terms and conditions incorporated herein before the Property is conveyed to a Qualified Buyer, or if AGENCY is unable or unwilling to develop the Property in accordance with the terms and conditions incorporated herein, AGENCY agrees that the COUNTY shall have the right to reacquire the Property in fee simple real estate. The AGENCY acknowledges that the deed from the COUNTY for the Property will contain a mechanism to further establish the COUNTY's right to reacquire. If the COUNTY elects to reacquire the Property, the AGENCY shall be responsible to satisfy any and all liens placed on the Property or improvements thereto as a result of AGENCY'S actions or direction at AGENCY'S sole cost and expense. The AGENCY further agrees that in the event of a default and reversion to COUNTY, AGENCY will provide a deed to COUNTY to codify the same. AGENCY shall be liable for all costs and expenses incurred by COUNTY enforcing its reversionary rights, including the satisfaction of any and all liens.

**11. Defaults; Remedies.** If 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:

- 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, or discontinue any and all incentives, either regulatory and/or financial, provided to AGENCY.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) 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 written notice to the COUNTY as provided herein, and (b) any notice to the COUNTY shall be given by certified mail, return receipt requested, to the COUNTY'S address stated herein, with a copy to the preparer of this instrument, or to such other address as the COUNTY may designate by written 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. Condemnation.** If, during the Affordability Period, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to COUNTY to cover the sums COUNTY paid to acquire the Property, in such proportion as is equal to the portion of the Property taken, with excess, if any, paid to the Property owner at the

time of the taking.

**14. Successors and Assigns.** This Agreement shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein. The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the AGENCY, its successors, assigns, and all subsequent owners of the Property or any interest therein, commencing on the Effective Date and continuing through the end of the Affordability Period. The AGENCY shall expressly reference the conditions and covenants of this Agreement on any deed or other instrument conveying ownership interest in the Property.

**15. 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.

**16. 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.

**17. 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 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 COUNTY funds expended on the Project.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

\*Note: Two witnesses are required\*

ATTEST:  
KEN BURKE, CLERK OF CIRCUIT COURT

Deputy Clerk Signature



**PINELLAS COUNTY, FLORIDA**

a political subdivision, by and through its Board of County Commissioners

By:

Charlie Justice, Chair

Date: June 21, 2022

**Habitat for Humanity of Pinellas and West Pasco Counties, Inc.**

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

Michael Sutton, President and CEO  
Name/Title

Date: \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Print or Type Name

STATE OF FLORIDA ) COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **Michael Sutton, President and Chief Executive Officer of Habitat for Humanity of Pinellas and West Pasco Counties, Inc., a Florida Not for Profit Corporation.** He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Signature

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

(NOTARY STAMP/SEAL ABOVE)