

This instrument was prepared by:  
Brook Gajan, Pinellas County Housing  
And Community Development Department  
310 Court Street, Clearwater FL 33756

**LAND USE RESTRICTION AGREEMENT**  
**Community Development Block Grant Program (CDBG)**  
**Pinellas County Ownership Housing Development**

THIS LAND USE RESTRICTION Agreement (Agreement) is entered into as of the 6 day of August, 2025, between **Melissa Lynn Hamel** (hereinafter Homeowner), its successors, assigns and transferees of the Property described below, and **Pinellas County** (hereinafter County), a political subdivision of the State of Florida, by and through the Pinellas County Board of County Commissioners, in care of the Housing Development Program Administrator, whose mailing address is 440 Court Street, 2<sup>nd</sup> Floor, Clearwater, Florida 33756, either a "Party" or collectively "Parties".

WITNESSETH:

WHEREAS, 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, as further defined herein, subject to and in accordance with the terms contained herein;

WHEREAS, in consideration of the funds the County has provided to finance the acquisition and/or construction (Project) of the following described Property located in the County of Pinellas, State of Florida at Pinellas (Property Address), and more fully described as:

**Legal Description: See Attached Exhibit "A"**

**Property Address: 2237 13<sup>th</sup> Lane SW, Largo, Florida 33778**

**Parcel Number: 04-30-15-00000-430-5810**

WHEREAS, Homeowner acknowledges that this Agreement is necessary in order to comply with the requirements of the CDBG Program, as defined in CFR Part 570, from which funds were provided for property acquisition and demolition, and hereby covenants and agrees that in connection with the acquisition and/or construction, rehabilitation, ownership and operation of the Property, it will comply, and will require any subsequent purchaser of the Property to comply, with the following covenants and restrictions on the use of the Property. **Homeowner further acknowledges that the following covenants and restrictions may limit the future resale price of the property.**

NOW THEREFORE, the Parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Affordability of Assisted Units.** During the Affordability Period, as defined in Section 4 (Affordability Period), Homeowner may sell the Property to income eligible persons or households only. The Property may be sold

to buyers whose annual income does not exceed 80% of the Area Median Income (AMI) at the time of purchase. Annual income, for the purpose of this Agreement, shall be defined by the U.S. Department of Housing and Urban Development (HUD), with adjustments for family size. Buyer income documentation shall be submitted to the County or it's designee for approval prior to sale of the Property.

3. **Homeowner Rules.** For the duration of the Affordability Period, the homeowner shall occupy the Property as a full-time primary residence. Homeowners shall not be permitted to rent or lease the units at any time during the Affordability Period; exceptions can be made for active-duty military families. These requirements apply to the initial unit sale as well as future resale, for the duration of the Affordability Period; therefore, the Homeowner shall assure that a subsequent buyer sign a Land Use Restriction Agreement (LURA), Affidavit, and Mortgage with right to repurchase or other County-approved Agreement stipulating the Homeowner rules as a part of any written agreement for Property purchase. Such agreement shall be submitted to the County or it's designee for approval; prior to the sale of the subject Property.
4. **Affordability Period.** For the purpose of this Agreement, the Affordability Period shall commence upon the date of the initial purchase of the Property by the Homeowner and end on the same date of the **Fifteenth (15<sup>th</sup>)** year thereafter. Subsequent buyers of the Property must also agree to comply with homeowner rules for the remainder of the Affordability Period.
5. **Buyer Incomes.** The County shall determine and verify the income eligibility of the buyer of the Property in accordance with CDBG Program requirements, or by an alternative method pre-approved by the County for CDBG-assisted units. The County 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 determination.
6. **Assurance of Public Purpose.** Should Homeowner materially default on the terms and conditions incorporated herein, or if Homeowner is unable or unwilling to operate the property in accordance with the terms and conditions incorporated herein, Homeowner covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the County a Ninety (90) day written notice, during with time the County shall have the right, sole at County's discretion, to purchase or find another buyer to purchase the Property, in order to carry out the eligible activities of the CDBG Program and other regulations incorporated herein by reference, for an amount not to exceed appraised value.
7. **Nondiscrimination.** Neither the Homeowner 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, or national origin in the selection of prospective homeowners.
8. **Defaults; Remedies.** If the Homeowner 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 Homeowner under this Agreement.
  - B. To rescind, or discontinue any and all incentives, either regulatory and/or financial, provided to Homeowner.

9. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to the Homeowner provided for in this Agreement shall be given by mailing such notice by certified mail to the Homeowner's address stated herein, or at such other address as the Homeowner may designate by 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 notice to the Homeowner as provided herein. Any notice provided for in this Agreement shall be deemed to have been given to the Homeowner or County when given in the manner designated herein.
10. **Successors Bound – Burden to Run with Property.** This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Homeowner and its successors, assigns, and all subsequent owners of the Property or any interest therein, and to the County for the Affordability Period set forth in this Agreement. The Homeowner shall expressly make the conditions and covenants of this Agreement a part of any deed or other instrument conveying any interest in the Property.
11. **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.
12. **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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS)

In Witness Whereof, the Parties hereto have caused these presents to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

HOMEOWNER:

By: Melissa Lynn Hamel  
Melissa Lynn Hamel  
2237 13<sup>th</sup> Lane SW, Largo, FL 33778  
Date: 7-29-25

STATE OF FLORIDA } §  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of July, 2025, by Melissa Lynn Hamel, who is ☐ personally known to me or ☐ who has produced FL Drivers License as identification.



JEFFREY D. FISHMAN  
Commission # HH 380281  
Expires July 29, 2027

[Signature]  
(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

Signed, sealed, and delivered in the presence of:

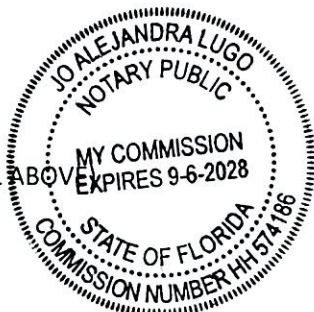
PINELLAS COUNTY, FLORIDA  
a political subdivision, of the State of Florida

APPROVED AS TO FORM  
By: Derrill McAteer  
APPROVED AS  
Office of the County Attorney  
By: Derrill McAteer  
Office of the County Attorney

By: Barry A. Burton  
Barry A. Burton, County Administrator  
315 Court Street, Clearwater, FL 33756  
Date: August 6, 2025

STATE OF FLORIDA } §  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of August, 2025, by Barry A. Burton, County Administrator, Pinellas County, on behalf of Pinellas County, a political subdivision of the State of Florida, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.



(NOTARY STAMP/SEAL ABOVE)

Jo Alejandra Lugo  
(Signature)  
Jo Alejandra Lugo  
(Name of Notary, typed, printed, or stamped)

## **Exhibit "A"**

### **Legal Description:**

**A PORTION OF THE EAST 100 FEET OF WEST 358.80 FEET OF THE NORTH 130 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 15 EAST, LESS ROAD RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 5237, PAGE 2120 AND LESS ROAD RIGHT-OF-WAY PER ROAD PLAT BOOK B, PAGE 159 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE N00°13'37"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 4, 664.80 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE S88°59'58"E ALONG SAID NORTH LINE, 1024.17 FEET; THENCE S00°18'50"W, 10.48 FEET; THENCE S00°09'45"W, 4.52 FEET; THENCE S00°16'29"W, 56.09 FEET TO THE POINT OF BEGINNING; THENCE S00°16'20"W, 58.90 FEET; THENCE N88°59'56"W, 99.64 FEET TO A POINT ALONG THE EAST RIGHT-OF-WAY OF 13TH LANE SOUTHWEST AS RECORDED IN OFFICIAL RECORDS BOOK 5133, PAGE 627, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N00°16'12"E ALONG SAID EAST RIGHT-OF-WAY OF 13TH LANE SOUTHWEST, A DISTANCE OF 58.89 FEET; THENCE S89°00'14"E, 99.64 FEET TO THE POINT OF BEGINNING.**