

ATTACHMENT 1

This instrument was prepared by:
Stephanie Rayman, Pinellas County Housing
Housing & Community Development Department
310 Court Street, 1st Floor Clearwater, FL 33756

LAND USE RESTRICTION AGREEMENT

THESE RESTRICTIONS are entered into as of the ___ day of _____, 2025 (Effective Date), between Pinellas County, a political subdivision of the State of Florida, whose mailing address is 310 Court Street, Clearwater, Florida 33756 (COUNTY), and Habitat for Humanity of Pinellas County, 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 49th Street North, Clearwater, FL 33762 (AGENCY) (collectively referred to throughout these Restrictions as the PARTIES).

WITNESSETH:

WHEREAS, on the ___ day of _____, 2025, the PARTIES executed a Contract for Sale and Purchase in the amount of \$50,000.00 (Fifty Thousand dollars) for certain parcel of real property situated and being located in Pinellas County, Florida, as more particularly described in Exhibit A -1 which is attached hereto and fully incorporated herein (the PROPERTY); and

WHEREAS, the AGENCY intends to construct on the Property affordable residential ownership single-family housing in various locations in Pinellas County, Florida (the Project); and

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

NOW, THEREFORE, the AGENCY hereby declares that the Property will be held, sold, and conveyed subject to the following restrictions, covenants, limitations, and conditions, which will run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of the COUNTY.

1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein.

2. **Property.** The PROPERTY subject to these RESTRICTIONS is more specifically described as

LOT 17, in BLOCK 8, HIGH POINT Subdivision, according to plat thereof, as recorded in Plat Book 10 Page 69 of the Public Records of Pinellas County, Florida.

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The AGENCY hereby warrants that it is the only fee simple owner of the PROPERTY and is lawfully able to enter into these RESTRICTIONS applicable to the PROPERTY described herein.

3. **Use Restrictions.** The AGENCY covenants and agrees that the use of the PROPERTY will be restricted as follows:

- 3.1. **Affordability Period.** For the purpose of these RESTRICTIONS, the Affordability Period will be for a term of five (5) years. The Affordability Period will commence on the day that the Property is sold by AGENCY to a Qualified Buyer, as that term is defined in Section 3.2.4 herein, and terminate five (5) years thereafter.

3.2. **Affordability of Assisted Units.**

- 3.2.1. During the Affordability Period, the single-family homes to be developed on the Property will 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).

- 3.2.2. For the duration of the Affordability Period, the Property, to include the Assisted Units, will be operated as affordable residential ownership single family housing and may not be used as or converted to rental housing or any other use.

- 3.2.3. All sales of the Assisted Units will be restricted to buyers whose annual household income does not exceed 80% 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 will be as promulgated annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership.

- 3.2.4. Qualified Buyers. The AGENCY will 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 will 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 will obtain COUNTY verification and approval of potential buyer income eligibility a minimum of twenty-one (21) days prior to finalizing any sale.

3.3. Homebuyer Rules.

3.3.1. For the duration of the Affordability Period, the Assisted Units will 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”).

3.3.2. Qualified Buyers must occupy the Assisted Unit as their primary residence and will 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. The foregoing requirements set forth in these RESTRICTIONS apply to the initial sale, as well as all future resales, of the Assisted Unit for the duration of the Affordability Period. AGENCY will 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 . The LURA, affidavit, or other COUNTY-approved restriction will be submitted to the COUNTY or it’s designee for approval prior to the sale of the subject Assisted Unit.

3.3.3. Upon the initial sale, and any subsequent resale, of each Assisted Unit the AGENCY, at AGENCY’S sole expense, will have properly filed and recorded the LURA, affidavit, or other COUNTY-approved restriction in the official public records of Pinellas County, Florida.

3.4. **Nondiscrimination.** Neither the AGENCY nor its appointees or assigns will discriminate, as defined by state or federal statute, or by local ordinance, based on 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.

3.5. **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.

- 3.6. **Monitoring and Inspection.** The AGENCY will 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 will 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.
- 3.7. **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 a minimum size and design requirement of two (2) bedrooms, two (2) bathrooms, and an enclosed garage.
- 3.8. **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 will 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 will be responsible to satisfy any and all liens place 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 will be liable for all costs and expenses incurred by COUNTY enforcing its reversionary rights, including the satisfaction of any and all liens.

4. Defaults; Remedies. If the AGENCY will 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 will be entitled, in addition to all other remedies provided by law or in equity:

- 4.1. 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
- 4.2. To rescind, or discontinue any and all incentives, either regulatory and/or financial,

provided to AGENCY.

5. **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 will 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 will 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 will be deemed to have been given to the AGENCY or COUNTY when given in the manner designated herein.

HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.
13355 49TH STREET NORTH – SUITE B
CLEARWATER, FLORIDA 33762

PINELLAS COUNTY HOUSING ADMINISTRATOR
310 COURT STREET
CLEARWATER, FLORIDA 33756

6. **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 will 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.

7. **Covenants Running with the Land.** The covenants and conditions contained herein will run with the land and will bind, and the benefits shall inure, to the AGENCY, its successors, assigns, lessees, and all subsequent owners of the Property or any interest therein, for the entire duration of the Affordability Period. The AGENCY will expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the Property. This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and will constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

8. **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.

9. 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 will not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

10. Enforcement of Terms. The benefits of this Agreement will 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 will result in recapture of all COUNTY funds expended on the Project.

11. Effective Period. For the purposes of these RESTRICTIONS, the Effective Period will commence on the date of execution by both PARTIES (Effective Date).

(SIGNATURES ON FOLLOWING PAGE)

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

WITNESSES:

Signature of 1st Witness

Print Name of 1st Witness

Print Address of 1st Witness

Signature of 2nd Witness

Print Name of 2nd Witness

Print Address of 2nd Witness

COUNTY:

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

BY: _____,

Barry Burton, County Administrator

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____ 2025, by Barry Burton, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

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

WITNESSES:

Signature of 1st Witness

Print Name of 1st Witness

Print Address of 1st Witness

Signature of 2nd Witness

Print Name of 2nd Witness

Print Address of 2nd Witness

AGENCY:

Habitat for humanity of Pinellas County, Inc.

a Florida Not-for-Profit Corporation

BY: _____,
Michael Sutton, President/CEO

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____ 2025, by Michael Sutton, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

EXHIBIT A-1

LOT 17, in BLOCK 8, HIGH POINT Subdivision, according to plat thereof,
as recorded in Plat Book 10 Page 69 of the Public Records of Pinellas County,
Florida.

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