

Return recorded copy to:

Planning and Development Management Division  
1 North University Drive, Suite 102A  
Plantation, Florida 33324

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**DECLARATION OF RESTRICTIVE COVENANTS  
(AFFORDABLE HOUSING)**

This Declaration of Restrictive Covenants, made this 23<sup>rd</sup> day of March 2020, by Marquis Partners, Ltd., hereinafter referred to as "OWNER," and \_\_\_\_\_ as MORTGAGEE (if property described in Exhibit "A" is encumbered by a mortgage).

WHEREAS, OWNER is the fee title owner of that certain real property known as the Marquis Apartments ("Plat"), located in Broward County, Florida, and legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, OWNER hereby covenants that OWNER is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration and all mortgagees have been joined or subordinated; that OWNER has good right and lawful authority to make this Declaration; and that OWNER agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, OWNER intends to build affordable housing units on the Property and has applied to BROWARD COUNTY for the waiver of ninety-nine thousand six hundred eighteen and 00/100 (\$99,618.00) in impact and/or administrative fees related to the Plat; and

WHEREAS, pursuant to Section 5-184 of the Broward County Land Development Code, a condition of waiving the impact and/or administrative fees for affordable housing is that OWNER must reasonably ensure that affordable housing units are rented or sold to persons meeting the income limitations defined in Section 5-201 of the Broward County Code of Ordinances; and

WHEREAS, OWNER, in fulfillment of that obligation hereby places certain restrictions on the use of the Property; NOW, THEREFORE:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
2. OWNER hereby declares that the Property shall be held, maintained, transferred, sold, conveyed, and owned subject to the following designations and restrictive covenants:

OWNER hereby agrees that ninety-nine thousand six hundred eighteen and 00/100 Dollars (\$99,618) in impact and/or administrative fees have been waived for the Plat for the construction of:

16 very low income units  
 84 low income units

within the Plat. OWNER shall ensure that the aforementioned units shall be sold and rented to persons meeting the applicable income limitations, as defined in Section 5-201 of the Broward County Code of Ordinances.

3. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, shall become effective upon recordation, and shall run with the Property at the specified income level(s) for a period of at least:
  - Twenty (20) years for rental housing, or
  - Ten (10) years for owner-occupied housing.
4. BROWARD COUNTY, at the request of OWNER or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon payment of all applicable impact fees at the rate in effect at the time of the request for the release of the restrictive covenant prior to the above referenced time periods.
5. BROWARD COUNTY, through its Board of County Commissioners, its successors and assigns, is the beneficiary of these restrictive covenants and as such, BROWARD COUNTY may enforce these restrictive covenants by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Additionally, BROWARD COUNTY may institute foreclosure proceedings against the Property for the amount of fees that OWNER is bound to repay.
6. Any failure of BROWARD COUNTY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.
7. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

8. (a) If there is a mortgage against the Property described in Exhibit "A," MORTGAGEE hereby agrees that the Mortgage it holds from OWNER recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Broward County, Florida, all of which encumber the Property described herein shall be and are subordinate to the restrictive covenants set forth above, restricting the use of the real Property for the time periods set forth above.
- (b) In the event of a foreclosure whereby MORTGAGEE takes title to the Property, MORTGAGEE may request the release of the restrictive covenant restricting the Property included in Exhibit "A." The County Administrator is authorized to execute a release of the restrictive covenant upon payment of all applicable impact fees at the rate in effect at the time of the request for the release of the restrictive covenant.

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IN WITNESS WHEREOF, OWNER and MORTGAGEE have executed this Declaration of Restrictive Covenants and Subordination as follows:

**OWNER-INDIVIDUAL**

Witnesses:

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Name of Owner (Individual)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_  
Print address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF                    )  
                                  ) SS  
COUNTY OF                )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ He/She is  personally known to me, or  produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

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

Printed Name: \_\_\_\_\_

Notary Title/Rank: \_\_\_\_\_

Notary Serial Number, if any: \_\_\_\_\_







**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

PARCEL 1:

The NE 1/4 of the SW 1/4 of the NW 1/4 lying Southwest of County Road of Section 34, Township 48 South, Range 42 East, less the East 365.8 feet and less the West 294.2 feet thereof, Broward County, Florida.

PARCEL 2:

The East 169.3 feet of the West 294.2 feet of the NE 1/4 of the SW 1/4 of the NW 1/4 lying South of County Road, less the South 100 feet, Broward County, Florida.

PARCEL 3:

The West 165.80 feet of the East 365.80 feet of a portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 34, Township 48 South, Range 42 East, lying South of the South right-of-way line of State Road No. 361, Broward County, Florida.

AND

That part of the East 200.00 feet of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 34, Township 48 South, Range 42 East, lying south of the South right-of-way line of state Road No. 361, Broward County, Florida, less the East 15.00 feet thereof, for road purposes and also less the following described portion thereof:

BEGINNING at a point on the said South right-of-way line at a point 15.00 feet West of the East line of the said Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4); thence Southerly parallel to the said East line a distance of 65.40 feet; thence S88°58'54" W, a distance of 73.39 feet; thence S35°27'14" W, a distance of 1.23 feet; thence S88°58'54" W, a distance of 16.2 feet; thence N35°27'14" E, a distance of a distance of 106.98 feet, more or less, to an intersection with the South right of way line of said State Road 361; thence Southeasterly along said right-of-way line to the Point of Beginning.