

Prepared by and Return to:

Patricia K. Green
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

DECLARATION OF RESTRICTIONS

The undersigned, MARQUIS PARTNERS, LTD., a Florida limited partnership having its principal office at 2100 Hollywood Boulevard, Hollywood, FL 33020 ("Declarant"), for the property described below, in consideration for the receipt of a grant in the amount of \$407,750 (the "Grant") from the CITY OF POMPANO BEACH, a political subdivision of the State of Florida, having an address at 100 West Atlantic Boulevard, 4th Floor, Pompano Beach, FL 33060 (the "City"), does grant to the City the following restrictions against the real property, which is more fully described in the attached Exhibit "A" (the "Property").

1. The restrictions contained in this Declaration of Restrictions (the "Declaration") shall be deemed a covenant running with the land and are binding upon the undersigned, its successors and assigns. These restrictions can only be terminated or released by the City's Board of Commissioners, or those persons to whom such authority is formally delegated and where executed with the same formalities as this document.
2. In consideration for the receipt of the Grant, the Declarant covenants and agrees as follows:
 - a. To construct no fewer than 100 rental housing units on the Property, together with ancillary improvements, all of which shall be known as Marquis Apartments (the "Development"). All rental housing units in the Development shall be "Affordable Rental Housing Units," as that term may be defined under the City Code and State and Federal regulations governing affordable housing, subject to the restrictions and conditions of this Declaration. None of the Affordable Rental Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.
 - b. To lease, for a period of Thirty (30) years from the date that the last certificate of occupancy is issued for the Affordable Rental Housing Units (the "Compliance Period"), all of the Affordable Rental Housing Units to households whose gross incomes, adjusted for family size, are no more than income averaged at sixty percent (60%) of Area Median Income (hereinafter "AMI") at the time these units are first occupied and, thereafter, at any time new tenants occupy these units. AMI shall mean the most recent area median income published by the U. S. Department

of Housing and Urban Development (“HUD”) for the Pompano Beach Metropolitan Statistical Area and consistent with the rental limits most recently published by the Florida Housing Finance Corporation.

- c. Not to discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use or occupancy of any housing unit constructed on the Property.
- d. To maintain complete and accurate records as to the rental of the Affordable Rental Housing Units and submit to the City an annual report, in the same format required by the Florida Housing Finance Corporation, detailing the Declarant's compliance with the terms of this Declaration, by no later than the last date on which a similar report is required to be provided to or for the benefit of the Florida Housing Finance Corporation.
- e. Lot coverage and open space within the Project shall conform to the City's land development code.
- f. No building or other improvements shall be constructed on, over, or within the boundary lines of any rights-of-way or easements within the Project unless such construction has been approved by the City and the holder or owner of such easements, or will not interfere with the easement holder's exercise of its easement for its given purpose.
- g. The Project, when completed, shall be maintained in a clean, sanitary, and safe condition. The Project shall be appropriately landscaped, such landscaping to be maintained with a mechanical sprinkling system and in accordance with the City land development code. No portion of the Project shall be allowed to become or remain overgrown or unsightly.
- h. No portion of the Project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers, placed in the trash enclosures, and screened from public view.
- i. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out-building erected within the Project shall at any time be used as a residence, temporarily or permanently.
- j. No signs of any kind shall be displayed to the public view in the Project except signs approved by the City in accordance with its sign code.
- k. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Project, except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All animals must be housed inside the residence.

- l. No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted within the Project. This provision, however, shall not be construed to prohibit private water wells for irrigation.
 - m. No chain link type fence shall be permanently constructed or installed within the Project, except as has been approved by the City.
3. Should Declarant change the use or planned use, or discontinue use, of the Property from affordable rental housing, prior to the end of the Compliance Period without the consent of the City, then the Declarant shall pay to the City an amount equal to the Grant.
4. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained in this Declaration shall constitute a default. In the event of default, before the City shall pursue any of its rights or remedies under this Declaration, the City shall first give the Declarant written notice of the default at the Declarant's address shown. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the City's reasonable satisfaction.
5. If the Declarant fails to cure any breach of this Declaration within the period set forth above after the City provides notice to the Declarant as set forth above, the City may at any time thereafter, with or without notice or demand and without limiting any other right or remedy that the City may have under the Declaration or under the law by reason of such default or breach, declare due from Declarant immediately upon demand an amount equal to the entire Grant.
6. If the Declarant shall fail to pay the above amount, the City shall have the right to file in a court of competent jurisdiction an action for collection of due and unpaid amounts and penalties, which the Declarant is obligated to pay pursuant to the Development Agreement executed on the same date as this Declaration and any other legal obligation promised by the Declarant for the development of this Property.
7. In addition to any remedy set forth in this Declaration, the City shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the City of any right or remedy available under this Declaration shall not preclude the City from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the City, under this Declaration and the preparation and delivery of required notices. The failure or omission by the City to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the City's rights or remedies on any subsequent default.
8. All notices from the Declarant to the City and the City to the Declarant, and as otherwise required or permitted by any provision of this Declaration, shall be in writing and sent by

hand delivery or by registered or certified mail and sent to the parties at the respective addressees set forth in the Preamble to this Declaration. Such addresses may be changed by each party by written notice to the other parties.

9. This Declaration shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws and comity. Any action pursuant to a dispute under this Declaration must be brought in courts of jurisdiction for Broward County and no other venue.
10. The Parties agree that this Agreement shall be recorded in the public records of Broward County, at Declarant's sole cost and expense.


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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of _____, 2019.

DECLARANT:

MARQUIS PARTNERS, LTD., a Florida limited partnership

By: Cornerstone Marquis, LLC, a Florida limited liability company, its managing general partner

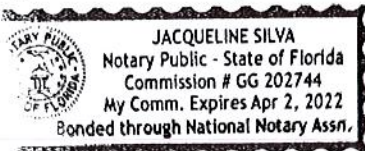
By: 
Leon J. Wolfe, President

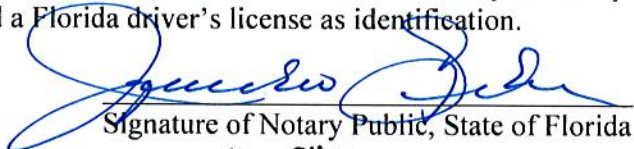
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Dade)

THE FOREGOING INSTRUMENT was acknowledged before me on this 8 day of November, 2019, by Leon J. Wolfe, as President of Cornerstone Marquis, LLC, the managing general partner of Marquis Partners, Ltd., a Florida limited partnership. He is personally known to me or produced a Florida driver's license as identification.

My Commission Expires:




Signature of Notary Public, State of Florida
Jacqueline Silva

Printed Name of Notary Public

:jrm
11/6/19
L:agr/comdev/2020-142

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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 Westerly perpendicular a distance of 90.30 feet; thence Northeasterly with an included angle of 53 degrees 31'40" to a point on the said South right-of-way line; thence Southeasterly along said right-of-way line to the Point of Beginning.