

This instrument prepared by:
Jeff P. H. Cazeau, Esq.
Office of the City Attorney
City of North Miami
776 NE 125th Street
North Miami, FL 33161

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of February 12, 2019, by **Marcial Germain & Clovette Germain**, ("Owner")s, Owner of the subject property, in favor of the **City of North Miami, Florida** ("City"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, the undersigned is the fee simple owner(s) of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 580 NE 132 Street, North Miami, Florida 33161

Legal Description: Lot 47 and the West 6.0 feet of Lot 2, in Block 39, of Griffing Biscayne Park Estates Resubdivision of Block 39, according to the Plat thereof, as recorded in Plat Book 15, Page 13, of the Public Records of Dade County, Florida a/k/a 580 NE 132 Street, North Miami, FL 33161

Folio Number: 06-2230-035-0341

WHEREAS, the City, as a condition for awarding grant funds through the Community Development Block Grant ("CDBG") Program for the rehabilitation of the Property, is required to record in the Public Records this Restrictive Covenant.

WHEREAS, CDBG Program Guidelines require properties who participate in the Program to be subject to an affordability period.

NOW THEREFORE, the Owner(s) agrees and covenants to restrict the use of the Property in the following manner:

1. The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.
2. The Owner(s) covenants and agrees that for a period of seven (7) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owner(s), the Property shall continue to be the principal residence of the Owner(s) and the property is maintained in a condition satisfactory to the City, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.
3. That during the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who will use the Property as their principal residence and who meet the income guidelines as defined by regulations of the United States Department of Housing and Urban Development ("HUD").
4. The restrictions contained within this Restrictive Covenant shall terminate upon occurrence of any of the following termination events: sale of the property, rental of the property, foreclosure, transfer in lieu of foreclosure or abandonment, the Owner(s) reacquire an ownership interest in the Property following the termination event.
5. The covenants and restrictions incorporated in this Restrictive Covenant shall be considered and construed as covenants and restrictions running with the land.
6. This Restrictive Covenant shall remain in full force and effect and shall be binding upon the Owner(s), its successors and assigns, and all subsequent owners of the Property for a period of seven (7) years from the date this Restrictive Covenant is recorded.

7. The Owner(s) hereby acknowledges and agrees that the City is a beneficiary of this Restrictive Covenant, and the Owner(s) shall not release or amend this Restrictive Covenant without the prior written consent of the City.

8. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Restrictive Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Restrictive Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restrictive Covenant.

IN WITNESS WHEREOF, the Owner(s) has executed this Declaration of Restrictive Covenant on the day and year indicated by the notary public (below).

WITNESS:

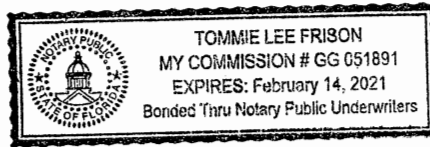
[Signature]
Whitney Taylor
Legibly print name

Signature of Owner

[Signature]
Clovette Germain
Legibly print name

SUBSCRIBED AND SWORN TO before me this 4 day of January 2019 by the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification

[Signature]
Signature of Notary Public, State of Florida



WITNESS:

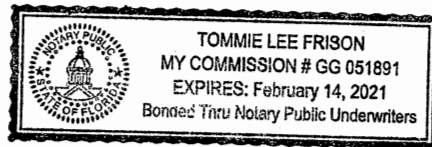
[Signature]
Whitney Taylor
Legibly print name

Signature of Second Owner (if any)

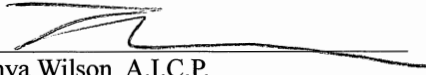
[Signature]
Marcial Germain
Legibly print name

SUBSCRIBED AND SWORN TO before me this 4 day of January 2019 by the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification

[Signature]
Signature of Notary Public, State of Florida





APPROVED BY:


Tanya Wilson A.I.C.P.
Community Planning & Development Director


Date: 2/5/19

ATTEST:

DocuSigned by:

2C7010872EE8414
Michael Etienne, Esq., City Clerk
2/27/2019
City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "City":
DocuSigned by:

G23984DEA2724GF...
Larry Spring Jr., CPA, City Manager
2/27/2019
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

8AF8443D714D491
Jeff P. H. Cazeau, Esq., City Attorney
2/26/2019
City Attorney Date Signed