

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Covenants to Comply – Transitional Housing Program

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald S. Fisher *DF* **CONTACT:** Buddy Balagia *BB* **EXT.** 7379

| |
|---|
| Agenda Date <u>10/22/2002</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> |
| Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/> |

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute two (2) Covenants to Comply for housing units purchased and rehabilitated with County HOME Program funds.

BACKGROUND:

In October, 2001 the County executed a Subrecipient Agreement with the Center for Affordable Housing ("the Center") to purchase and rehabilitate housing units in Seminole County for use as transitional housing for households relocated from SafeHouse of Seminole. The households will eventually be transitioned into permanent housing once self-sufficiency is obtained.

The Center has now purchased the final two (2) units (6 total under the Agreement), and those units are now undergoing rehabilitation for future occupancy by eligible households. In accordance with HOME Program rules, the Center and the Community Development Office staff are now imposing Covenant to Comply on these 2 units. These Covenants (attached) will apply a 5-year affordability period on each housing unit, during which term all occupant households must be documented low income.

| |
|--|
| Reviewed by: _____ Co Atty: <u>KZC</u> DFS: _____ Other: _____ DCM: _____ CM: _____ File No. <u>-cpdc02</u> |
|--|

COVENANT TO COMPLY
WITH SEMINOLE COUNTY RENTAL CONSTRUCTION PROGRAM
HOME/SHIP
DEVELOPER'S ASSISTANCE

THIS DECLARATION OF COVENANTS is entered into this _____ day of _____, 20____, by The Center for Affordable HOusing, Inc., whose address is 203 E. 3rd Street, Sanford, Florida 32771, hereinafter referred to as the "OWNER," in favor of SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

THE INTENT OF THIS INSTRUMENT is to insure that the use of the following described property, hereinafter referred to as the "Property," complies with the provisions of Federal, State and local laws, rules and regulations relating to or implementing the Seminole County HOME or SHIP Rental Construction Programs. The OWNER's Property has been benefited through the use of funding derived from the HOME or SHIP Rental Construction Programs. The Property is described as follows:

(LEGAL F
LOT 3 BLK 3 BEL-AIR PB3 PG

1805 MELLONVILLE AVENUE, SA

Original

W I T N E S S

IN CONSIDERATION OF THE COUNTY ALLOWING THE OWNER TO PARTICIPATE IN THE PROGRAM AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE OWNER COVENANTS AND AGREES AS FOLLOWS:

THE OWNER HEREBY COVENANTS AND AGREES that the OWNER shall fully and completely abide by and adhere to the affordability requirements of Federal and State laws, rules and regulations, including Chapter 67.37, Florida Administrative Code (FAC) as it relates to the SHIP Program and 24 Code of Federal Regulations (CFR) part 92 as it relates to the HOME Program, and successor provisions.

THE OWNER HEREBY FURTHER COVENANTS AND AGREES that the OWNER shall fully and completely abide by and adhere to all requirements, including the affirmative marketing obligations set forth in Chapter 67.37, FAC and 24 CFR part 92.351 and the affordability provisions of Federal, State and local laws, rules and regulations, relating to the HOME or SHIP Programs, as applicable. The OWNER agrees that, for a period of _____ years from even date herewith, the Property shall remain occupied by income eligible families, households or persons in

accordance with the COUNTY's Rental Construction Program and Federal and State affordable housing income eligibility regulations.

THE OWNER HEREBY FURTHER COVENANTS AND AGREES that the OWNER shall cause to be executed a Second Mortgage Deed and Second Mortgage Note for the amount of HOME or SHIP Program funds expended to improve or assist in purchasing the Property. The COUNTY shall provide OWNER the terms and formats of such instruments. This covenant shall be satisfied without further action required by the COUNTY when the affordability period referenced above expires.

Failure to adhere to the provisions, covenants and agreements set forth herein shall entitle the COUNTY, the Florida Housing Finance Corporation or the United States Department of Housing and Urban Development to recoup any and all funds derived from the HOME or SHIP Rental Construction Funds Program activity in any way expended to improve or assist in purchasing the Property described hereinabove. The OWNER and the OWNER's successors and assigns shall pay, within fifteen (15) days of demand, the amount of HOME or SHIP Rental Construction Program funds utilized on, in, or upon the Property. The OWNER covenants and agrees that any and all demands made by the COUNTY with regard to funds derived from the HOME or SHIP Rental Construction Programs in any way utilized to improve or assist in purchasing the Property and recorded in the Public Records of Seminole County, Florida shall operate as a lien upon the Property. The COUNTY shall have the right to enforce the provisions of this instrument or to satisfy any lien created by whatever action deemed necessary, including legal action. The OWNER shall be obligated to pay the COUNTY any and all attorney fees and legal costs including, but not limited to, costs on appeal that the COUNTY may incur in such legal action.

The covenants and promises set forth herein touch and concern the Property, shall be and operate as a perpetual servitude upon the Property unless specifically limited as may be herein set forth and, to that end, shall run with and burden the Property. The COUNTY shall have unity of title with the OWNER and the OWNER's successors and assigns unless the covenants set forth herein expire or are released by COUNTY.

IN WITNESS WHEREOF, the OWNER has hereto set his/her/their hand(s) and seal, the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE

By: _____
DICK VAN DER WEIDE, Chairman

Clerk to the Board of County Commissioners
Of Seminole County, Florida.

Date: _____

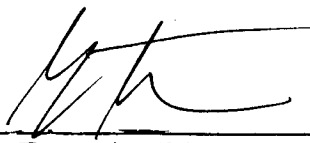
For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency

As authorized for the execution
by the Board of County
Commissioners at their
_____, 2002,
regular meeting.

County Attorney

ACKNOWLEDGED BY MORTGAGEE.

Florida Community Loan Fund, mortgagee of the above-described property hereby acknowledges the covenants made herein. MORTGAGEE hereby agrees to notify COUNTY at the address provided above prior to initiation of foreclosure or deed in lieu of foreclosure proceedings and offer COUNTY the right of first refusal on the above-described property.

By:  _____
Executive Director IGNACIO ESTEBAN

Date: 9/6/02

WITNESSES

William F. Newman
SIGNATURE

WILLIAM F. NEWMAN
PRINT NAME

William F. Newman
SIGNATURE

M. DWORNIC
PRINT NAME

Susan Caswell as Pres
SIGNATURE OF OWNER Susan Caswell
President

SUSAN CASWELL
PRINT NAME OF OWNER

SIGNATURE OF OWNER

PRINT NAME OF OWNER

ADDRESS: 203 E. 3rd Street, Ste. 201
Sanford, Florida 32773

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 13th
day of September, 2002, by _____ and _____
who is/are personally known to me or who has/have produced _____
as identification.

Bonnie Rae Davis
Print Name Bonnie Rae Davis
Notary Public in and for the
County and State aforementioned.

My commission expires: 2-24-06



COVENANT TO COMPLY
WITH SEMINOLE COUNTY RENTAL CONSTRUCTION PROGRAM
HOME/SHIP
DEVELOPER'S ASSISTANCE

THIS DECLARATION OF COVENANTS is entered into this ____ day of _____, 20____, by The Center for Affordable Housing, Inc., whose address is 203 E. 3rd Street, Sanford, Florida 32771, hereinafter referred to as the "OWNER," in favor of SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

THE INTENT OF THIS INSTRUMENT is to insure that the use of the following described property, hereinafter referred to as the "Property," complies with the provisions of Federal, State and local laws, rules and regulations relating to or implementing the Seminole County HOME or SHIP Rental Construction Programs. The OWNER's Property has been benefited through the use of funding derived from the HOME or SHIP Rental Construction Programs. The Property is described as follows:

(LEGAL DESCRIPTION)

LOT 23 BLK 29 DREAMWOLD PB4 PG 99

2611 HARTWELL AVENUE, SANFORD, FLORIDA 32773

W I T N E S S E T H:

IN CONSIDERATION OF THE COUNTY ALLOWING THE OWNER TO PARTICIPATE IN THE PROGRAM AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE OWNER COVENANTS AND AGREES AS FOLLOWS:

THE OWNER HEREBY COVENANTS AND AGREES that the OWNER shall fully and completely abide by and adhere to the affordability requirements of Federal and State laws, rules and regulations, including Chapter 67.37, Florida Administrative Code (FAC) as it relates to the SHIP Program and 24 Code of Federal Regulations (CFR) part 92 as it relates to the HOME Program, and successor provisions.

THE OWNER HEREBY FURTHER COVENANTS AND AGREES that the OWNER shall fully and completely abide by and adhere to all requirements, including the affirmative marketing obligations set forth in Chapter 67.37, FAC and 24 CFR part 92.351 and the affordability provisions of Federal, State and local laws, rules and regulations, relating to the HOME or SHIP Programs, as applicable. The OWNER agrees that, for a period of ____ years from even date herewith, the Property shall remain occupied by income eligible families, households or persons in

accordance with the COUNTY's Rental Construction Program and Federal and State affordable housing income eligibility regulations.

THE OWNER HEREBY FURTHER COVENANTS AND AGREES that the OWNER shall cause to be executed a Second Mortgage Deed and Second Mortgage Note for the amount of HOME or SHIP Program funds expended to improve or assist in purchasing the Property. The COUNTY shall provide OWNER the terms and formats of such instruments. This covenant shall be satisfied without further action required by the COUNTY when the affordability period referenced above expires.

Failure to adhere to the provisions, covenants and agreements set forth herein shall entitle the COUNTY, the Florida Housing Finance Corporation or the United States Department of Housing and Urban Development to recoup any and all funds derived from the HOME or SHIP Rental Construction Funds Program activity in any way expended to improve or assist in purchasing the Property described hereinabove. The OWNER and the OWNER's successors and assigns shall pay, within fifteen (15) days of demand, the amount of HOME or SHIP Rental Construction Program funds utilized on, in, or upon the Property. The OWNER covenants and agrees that any and all demands made by the COUNTY with regard to funds derived from the HOME or SHIP Rental Construction Programs in any way utilized to improve or assist in purchasing the Property and recorded in the Public Records of Seminole County, Florida shall operate as a lien upon the Property. The COUNTY shall have the right to enforce the provisions of this instrument or to satisfy any lien created by whatever action deemed necessary, including legal action. The OWNER shall be obligated to pay the COUNTY any and all attorney fees and legal costs including, but not limited to, costs on appeal that the COUNTY may incur in such legal action.

The covenants and promises set forth herein touch and concern the Property, shall be and operate as a perpetual servitude upon the Property unless specifically limited as may be herein set forth and, to that end, shall run with and burden the Property. The COUNTY shall have unity of title with the OWNER and the OWNER's successors and assigns unless the covenants set forth herein expire or are released by COUNTY.

IN WITNESS WHEREOF, the OWNER has hereto set his/her/their hand(s) and seal, the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE

By: _____
DICK VAN DER WEIDE, Chairman

Clerk to the Board of County Commissioners
Of Seminole County, Florida.

Date: _____


For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency

As authorized for the execution
by the Board of County
Commissioners at their
_____, 2002,
regular meeting.

County Attorney

ACKNOWLEDGED BY MORTGAGEE.

Florida Community Loan Fund, mortgagee of the above-described property hereby acknowledges the covenants made herein. MORTGAGEE hereby agrees to notify COUNTY at the address provided above prior to initiation of foreclosure or deed in lieu of foreclosure proceedings and offer COUNTY the right of first refusal on the above-described property.

By:  _____
Executive Director IGNACIO ESTEBAN

Date: 9/8/02

WITNESSES

William F. Newman
SIGNATURE

WILLIAM F. NEWMAN
PRINT NAME

[Signature]
SIGNATURE

M. D. Wormick
PRINT NAME

Susan Caswell
SIGNATURE OF OWNER

Susan Caswell
PRINT NAME OF OWNER

SIGNATURE OF OWNER

PRINT NAME OF OWNER

ADDRESS: 203 E. 3rd Street, Ste. 201
Sanford, Florida 32773

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 13th
day of September, 2002, by _____ and _____
who is/are personally known to me or who has/have produced _____
as identification.

Bonnie Rae Davis
Print Name Bonnie Rae Davis
Notary Public in and for the
County and State aforementioned.

My commission expires: 2-24-06

