

**LAND USE RESTRICTION AGREEMENT
BETWEEN
HERNANDO COUNTY
AND
MID FLORIDA COMMUNITY SERVICES, INC.**

This Land Use Restriction Agreement is made and entered into this 9th day of January, 202~~7~~⁸, by and between Mid Florida Community Services, Inc., a private non-profit 501(c)(3) charitable organization, whose business address is: 820 Kennedy Boulevard, Brooksville, FL 34601, and Hernando County (hereinafter the "COUNTY") located at 15470 Flight Path Drive, Brooksville, FL 34604.

WITNESSETH

WHEREAS, on the above date, the COUNTY and Mid Florida Community Services, Inc., entered into an Agreement (the "Agreement") through which Mid Florida Community Services, Inc., will receive funding from the COUNTY's State Housing Initiatives Partnership ("SHIP") program for the purpose of rehabilitating a group home to be leased to persons who have special needs as defined in Section 393.063, F.S.; and

WHEREAS, pursuant to said Agreement, the affordability restriction is set out in the Mortgage and Promissory Note to be executed between Mid Florida Community Services, Inc., and the COUNTY; and

WHEREAS, the Florida Housing Finance Corporation ("FHFC") has requested that the affordability restrictions now be set out in a separate recorded agreement; and

WHEREAS, Mid Florida Community Services, Inc., and the COUNTY desire to enter into this Land Use Restriction Agreement in order to be deemed in compliance with FHFC regulations.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The property subject to this Land Use Restriction Agreement is known as 16154 La Bella Street, Brooksville, FL 34601, being more fully described as:

Lot 33, Block J, Tangerine Estates, according to the plat thereof, as recorded in Plat Book 6, Page 70, of the Public Records of Hernando County, Florida.

Parcel No. R12 223 18 3660 00J0 0330 Key No. 01806585

2. Mid Florida Community Services, Inc., hereby agrees that the home will remain affordable pursuant to the affordability regulations of Section 420.9071(2) F.S., without regard to the term of any mortgage or the transfer of ownership, for not less than fifteen (15) years (the "Affordability Period"), which time period shall begin to run when Mid Florida Community Services, Inc., has executed a Mortgage and Promissory Note to the COUNTY for said described property.
3. The affordability restriction may terminate upon foreclosure of a mortgage or a deed in lieu of foreclosure. However, the affordability restriction may be revived for the remaining portion of the Affordability Period if, during the original Affordability Period, the owner of record before foreclosure or the issuance of a deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner is affiliated, acquires an ownership in the project or property.
4. Whenever in this Agreement one of the parties is referred to, successors and permitted assigns of such parties shall be included, and all covenants and agreements contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

MID FLORIDA COMMUNITY SERVICES, INC.

Witness

Print Name

Witness

Print Name

By: _____

Title

Date

ATTEST:

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Heidi Kugler, Deputy Clerk*
Douglas A. Chorvat Jr., Clerk

By: *ENa*
Elizabeth Narverud, Chairwoman



Approved as to Form
and Legal Sufficiency:

Victoria Anderson
County Attorney's Office

EXHIBIT B

Lot 33, Block J, Tangerine Estates, according to the plat thereof, as recorded in Plat Book 6, page 70, of the Public Records of Hernando County, Florida.