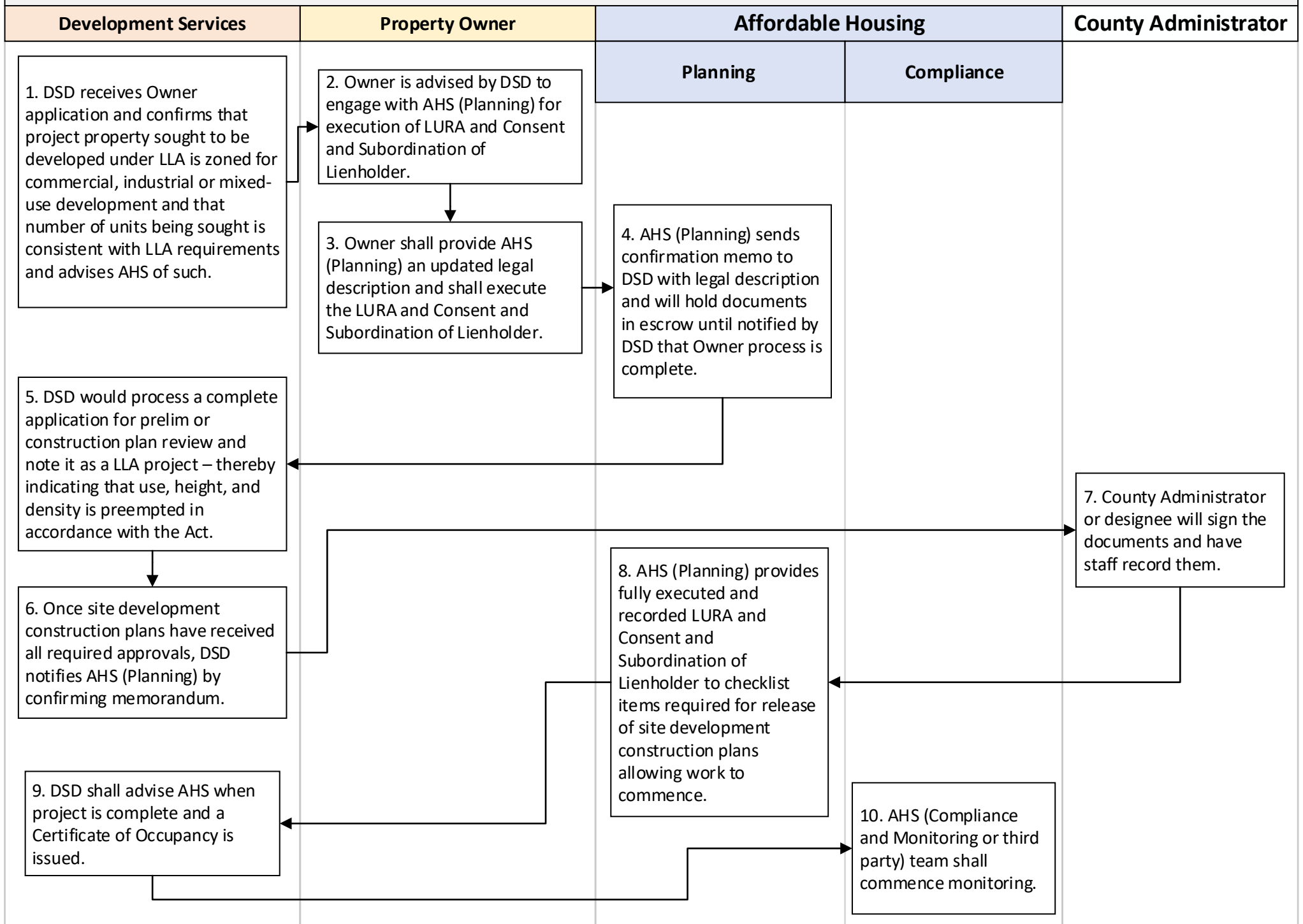


# Live Local Act (LLA) Administrative Approval & LURA Process



Prepared by and After Recording Return to:  
Hillsborough County Affordable Housing Services  
Attention: Director  
601 E. Kennedy Blvd. 24th Floor  
Tampa, FL 33602

Folio No.: \_\_\_\_\_

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

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**DECLARATION  
OF COVENANTS AND RESTRICTIONS**

*for*

**AFFORDABLE MULTI-FAMILY RENTAL DEVELOPMENT IN AREAS ZONED FOR  
COMMERCIAL, INDUSTRIAL OR MIXED USE, IN COMPLIANCE WITH CHAPTER  
2023-17, LAWS OF FLORIDA, THE LIVE LOCAL ACT**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS**, also known as the Land Use Restriction Agreement, hereinafter referred to as the "LURA", is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Hillsborough County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and \_\_\_\_\_, a \_\_\_\_\_ (state) \_\_\_\_\_ (corporate form) hereinafter referred to as "Owner".

**R E C I T A L S**

**WHEREAS**, the Owner is the owner in fee of that certain real property located in Hillsborough County, Florida, as legally described in **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and

**WHEREAS**, the Property is zoned for commercial, industrial or mixed-use development; and

**WHEREAS**, the Owner seeks to develop the Property with multifamily rental housing; and

**WHEREAS**, pursuant to Florida Statute sec. 125.01055(7)(a) (2023), as created by Chapter 2023-17, Laws of Florida (the "Live Local Act"), a county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial or mixed use if at least 40 percent of the residential units in the proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004, Fla. Stats.; and

**WHEREAS**, in compliance with the Live Local Act, the Owner agrees to restrict at least 40 percent of the total number of residential units to be developed on the Property as affordable housing, as defined herein; and

**WHEREAS**, to maintain compliance with the Live Local Act, the Owner and the County wish to ensure that the restricted units are maintained as affordable housing for a period of not less than thirty (30) years, regardless of any subsequent changes in ownership of the Property; and

**WHEREAS**, on October 18, 2023, the Hillsborough County Board of County Commissioners approved the form of this LURA and delegated authority to execute the LURA to the County Administrator or designee.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Owner do hereby contract and agree as follows:

1. RECITALS.

The recitals set forth above are true and correct and incorporated into this LURA by reference.

2. PROPERTY.

The Property subject to this LURA is further described in **Exhibit “A”**, attached hereto and incorporated herein by reference.

3. DEFINITIONS.

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. **“Adjusted Gross Income”** means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Eligible Household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

b. **“Affordable”** means that monthly rents including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the annual median Adjusted Gross Income for an Eligible Household.

c. **“Affordable Unit”** or **“Affordable Units”** means those Dwelling Units that are Affordable to an Eligible Household. Affordable Unit(s) need not be limited to particular designated Dwelling Units within the Project but may be floating units that change over time. If the Project, as defined herein, is developed with the Maximum Number of Units, the number of Affordable Units within the Project shall be no fewer than \_\_\_\_\_ (\_\_\_\_) Affordable Units.

d. “**Dwelling Units**” means the residential rental units within the Project, including Affordable Units and those units which are market-rate. The Project is approved for no more than \_\_\_\_ (\_\_\_\_) Dwelling Units (the “**Maximum Number of Units**”), of which at least 40 percent (40%) shall be Affordable Units.

e. “**Eligible Household**” means one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual Adjusted Gross Income for households within the state or the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, whichever is greater.

f. “**Project**” means the multifamily rental housing development on the Property for which the Owner is applying to obtain site development approval from the County.

#### 4. USE AND OCCUPANCY OF THE PROPERTY.

The Owner shall comply with the following restrictions regarding the use and occupancy of the Project for the duration of the Affordability Period as defined and established in Section 5 hereof:

a. The Owner shall develop and maintain the Project as a multifamily rental housing development and shall rent and hold available for rental no fewer than 40 percent (40%) of the Dwelling Units as Affordable Units for rent exclusively to Eligible Households.

b. In order to receive a certificate of occupancy for a building within the Project containing Dwelling Units, the number of Affordable Units in the building must, at a minimum be greater than or equal to either: (i) 40% of the Dwelling Units within that building; or (ii) the total 40% of the required Dwelling Units within the Project when combined with previously constructed Affordable Units in the Project for which certificates of occupancy have already been received.

c. For each Affordable Unit, the Owner shall be responsible for accepting rental applications and determining and verifying the Adjusted Gross Income of prospective tenants to ensure such tenants qualify as an Eligible Household. Adjusted Gross Income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination.

d. Rents for all Affordable Units shall be Affordable to the Eligible Household occupying the Affordable Unit.

e. The Affordable Units shall be intermixed with, and not segregated from, the Dwelling Units in the Project which are not designated as Affordable Units (“**Market Rate Units**”). At all times, the Affordable Units must be at least reasonably comparable in terms of size, features and number of bedrooms to the Market Rate Units. Eligible Households shall not be excluded from using common area amenities within the Project.

f. No Affordable Unit shall be occupied by the Owner, or any person related to or affiliated with the Owner or the operator of the Project.

#### 5. AFFORDABILITY PERIOD.

The Affordability Period shall commence upon the issuance of the first certificate of occupancy for the Project, and end after a period of no less than thirty (30) years from the last certificate of occupancy for the Project.

6. RECORDS.

The Owner shall maintain complete and accurate income records pertaining to each Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least six (6) years following the date of each such record.

At a minimum, Owner shall maintain the following records for each occupied Affordable Unit:

- a. An Eligible Household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;
- b. A copy of the lease agreement listing the term of tenancy, the unit occupied, the rent, and identifying each tenant residing in the Affordable Unit;
- c. Verification that the household is an Eligible Household as defined herein; and
- d. Verification that the Eligible Household's rent is Affordable as defined herein.

7. ANNUAL REPORT; MONITORING FEE.

a. The Owner shall, during the Affordability Period as defined herein, provide an Annual Report to the County's Affordable Housing Services Department ("**Department**") between May 1 and July 31 of each year, unless the Department, in its sole discretion, agrees in writing to a different reporting period. The Annual Report shall provide the following information regarding each Affordable Unit: (a) the unit address; (b) the number of persons residing in the Affordable Unit; (c) the Adjusted Gross Income of the persons residing in the Affordable Unit; (d) the monthly rent charged; and (e) any other information reasonably required to ensure compliance with this LURA and requested by the County. The Annual Report shall identify the dates of both the initial and the final certificates of occupancy for the Project.

b. Subsequent to submittal of each Annual Report, the Department shall provide the Owner with a written fee statement for County's actual costs of monitoring the Project for the reporting period. The Owner shall pay the monitoring fee to the County within thirty (30) days of receipt of the fee statement. Failure to make a full and timely payment shall be a violation of this LURA, subject to the enforcement provisions of Section 11.

8. MAINTENANCE OF THE PROPERTY AND COMPLIANCE WITH APPLICABLE LAWS.

a. The Owner shall at all times operate the Project in conformity with all federal, state and local laws, rules, regulations, ordinances and orders which may be applicable to the Project, including but not limited to the Federal Fair Housing Act, as implemented by 24 CFR Part 100,

the Florida Fair Housing Act, the Americans with Disabilities Act of 1990, and the Florida Americans with Disabilities Accessibility Implementation Act, as amended.

b. The Owner shall maintain the Project and the Property in a condition which is consistent with the County's Land Development Code and Property Maintenance Code (Hillsborough County Code of Laws and Ordinances, Part A, Chapter 8, Article IV).

9. MONITORING AND INSPECTION.

The Owner shall permit the County or its designee to inspect all records, in person or virtually, including but not limited to financial statements and rental records, pertaining to Affordable Units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this LURA. The County may, from time to time, make or cause to be made inspections of the Affordable Units and Project rental records to determine compliance with the conditions specified herein. The County shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the County shall give the Owner notice prior to any such inspection, specifying reasonable cause therefor related to the County's interest in enforcing this LURA.

10. COVENANTS RUN WITH THE LAND.

All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the County, its successors and assigns, against the Owner, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property or the Project. Prior to any transfer of interest in the Property or the Project, the Owner shall provide written notice to the County of the Owner's intent to transfer the Property or the Project in accordance with Section 17.

11. ENFORCEMENT.

If the Owner violates any of the terms and conditions of this LURA or breaches a restriction, warranty, covenant, obligation or duty set forth herein, and if such violation or breach remains uncured for a period of thirty (30) days after written notice thereof, the County shall be entitled, in its sole discretion, to any or all of the remedies described below:

a. If the County, by and through the Department, determines that the Owner has taken and diligently continues corrective action and that the breach cannot be corrected within the thirty (30) day period, the County may, in its sole discretion, allow the Owner up to six (6) months after first notice to cure the breach.

b. The County may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The County shall be entitled to recover its costs and expenses and reasonable attorneys' fees in any such judicial proceeding where the County shall prevail.

c. The County may require that the Annual Report required pursuant to Section 7 hereof be provided quarterly for so long as the County deems reasonable and necessary.

d. In the event that the violation or breach requires that the County undertake additional monitoring of the Project, the County, in its sole discretion, may require the Owner to pay to the County a compliance monitoring fee for supplemental monitoring in the amount necessary to reimburse the County for performing such supplemental monitoring. This fee shall be in addition to, and distinct from, any reimbursement of costs and legal fees to which the County may be entitled as a result of judicial enforcement action and any fines payable to the County pursuant to Subsection 11.e. hereof and shall be payable without respect to whether the County undertakes or succeeds in judicial enforcement or code enforcement activities. The County's right to be compensated for additional monitoring shall, at the Department's discretion, extend for a period of up to two years following the most recent finding of noncompliance with this LURA. The County shall submit written fee statements to the Owner on a quarterly basis which shall be paid by the Owner within thirty (30) days of receipt.

e. The site development plans for this Project were administratively approved by the County in consideration of the Owner's agreement to comply with the terms and conditions of this LURA for the duration of the Affordability Period. Therefore, a violation of the terms and conditions of this LURA constitutes a violation of the site development approval for the Project and such violation may, at the election of the County, be enforced as provided in Chapter 162, Parts I and II, of the Florida Statutes and Part A, Chapter 14, Articles II and III, of the Hillsborough County Code of Laws and Ordinances, which, among other remedies, would enable the County to impose fines or issue citations for noncompliance and to place liens on the Property. The Owner irrevocably consents to the jurisdiction of the Hillsborough County Code Enforcement Board and Hillsborough County Code Enforcement Special Magistrate for all purposes related to enforcement of this LURA and expressly waives any objection or defense to such jurisdiction.

f. The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation.

g. Any failure of the County to enforce this LURA shall not be deemed a waiver of the right to do so thereafter.

12. SUBORDINATION.

The Owner shall obtain and record in the official public records of Hillsborough County the written consent and subordination to this LURA and the requirements hereof of any prior recorded lienholder of record on the Property in a form substantially similar to that attached as **Exhibit “B”**. Copies of the executed and acknowledged lienholder’s consent(s), if any, shall be provided to the County for review and approval along with a current title opinion or property information report prior to the acceptance by the County of a preliminary site development plan application or site development construction plans for the Project.

13. REPRESENTATIONS AND WARRANTIES OF OWNER.

The Owner warrants and represents that:

a. The Owner has the full power, authority and capacity to enter into this LURA and to carry out the Owner’s obligations as described in this LURA; and

b. The execution and performance of this LURA by the Owner will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Property is bound, and will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

14. RELEASE.

The Owner hereby releases the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, from and against any and claims, demands, damages, actions or causes of action, whether in law or in equity, which the Owner has or may have, by reason of the Owner’s decision to proceed with the Project in reliance on this LURA.

15. RECORDATION, EFFECTIVE DATE AND DURATION.

a. This LURA and any amendments hereto shall be recorded by the County in the Official Public Records of Hillsborough County, Florida, and the County shall pay all fees and charges incurred in connection therewith.

b. This LURA shall become effective as of the Effective Date set forth above.

c. This LURA and the restrictions provided herein shall run with the Property and shall remain in effect until the termination of the Affordability Period.

d. Upon conclusion of the Affordability Period, the covenants herein shall be deemed satisfactory complied with unless documents properly and timely recorded with the Hillsborough County Clerk of the Circuit Court indicate otherwise, and the County and the Owner will execute a recordable document further evidencing such termination.

16. MODIFICATION OF AGREEMENT.

The County and its successors and assigns and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and



agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and the Owner, or their successors and assigns.

17. NOTICE.

All notices which may be given pursuant to this LURA shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

**COUNTY:**

Attn: Director  
Hillsborough County  
Affordable Housing Services Department  
P.O. Box 1110  
Tampa, FL 33601

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. SEVERABILITY.

If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT.

This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

20. VENUE AND GOVERNING LAW.

Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party

to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed, and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

21. MULTIPLE COUNTERPARTS.

This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. ELECTRONIC SIGNATURES AUTHORIZED.

The County and the Owner agree that this LURA and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS HERETO**, the parties herein have caused this LURA to be executed at the place and on the day specified hereinabove.

**HILLSBOROUGH COUNTY, FLORIDA**

Signed, sealed and  
delivered in the presence  
of:

By: \_\_\_\_\_  
County Administrator/Designee

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

**STATE OF FLORIDA                    )**  
**COUNTY OF HILLSBOROUGH        )**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) as Hillsborough County Administrator or their designee, on behalf of the County. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**OWNER:**

Signed, sealed and  
delivered in the presence  
of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

\_\_\_\_\_  
[Name, Title]  
[Organization]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of company acknowledging) , a \_\_\_\_\_ (state or place of incorporation) company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**to**  
**LAND USE RESTRICTION AGREEMENT**  
**LEGAL DESCRIPTION**

**Folio:**

**Address:**

**Legal Description:**

**EXHIBIT B**

to

**LAND USE RESTRICTION AGREEMENT  
CONSENT AND SUBORDINATION OF LIENHOLDER**

Prepared by:  
[name]  
[title, organization]  
[address]

After Recording Return to:  
Hillsborough County Affordable Housing Services  
Attention: Director  
601 E. Kennedy Blvd. 24<sup>th</sup> Floor  
Tampa, FL 33602

Folio No.: \_\_\_\_\_

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(SPACE ABOVE THIS LINE FOR RECORDER’S USE)

**CONSENT AND SUBORDINATION OF LIENHOLDER**

The undersigned Lender hereby consents to the execution of the Declaration of Covenants and Restrictions (“LURA”) by and between Hillsborough County, Florida, a political subdivision of the State of Florida, and \_\_\_\_\_, a \_\_\_\_\_ (“Owner”) the owner of the property identified as Exhibit “A” to the LURA (the “Property”). A copy of the LURA is attached hereto as Exhibit “1”.

The undersigned Lender hereby subordinates its lien(s) on the Property to the LURA and the covenants, conditions, and restrictions therein, such that a foreclosure (or the execution of an instrument in lieu of foreclosure) of the Lender’s lien(s) shall not extinguish the LURA.

The Lender acknowledges and agrees, and this Consent and Subordination of Lienholder shall be recorded by the Owner in the official public records of Hillsborough County, Florida, and a copy of the recorded document shall be provided by the Owner to the Lender.

**LENDER:**

Signed, sealed and  
delivered in the presence  
of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

\_\_\_\_\_  
[Name, Title]  
[Organization]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of company acknowledging) , a \_\_\_\_\_ (state or place of incorporation) company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “1” to CONSENT AND SUBORDINATION OF LIENHOLDER**

*[attach Live Local Act Declaration of Covenants and Restrictions between Owner and County]*