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... (Faint text describing property boundaries and easements, mentioning "lot 10" and "lot 11") ...

4. No building shall be erected or placed on any lot or parcel of land situated on the north side of the street... (Faint text describing building restrictions on the north side of a street, mentioning "lot 10" and "lot 11") ...

5. No building shall be erected or placed on any lot having a width of less than 20 feet at its narrowest... (Faint text describing building restrictions based on lot width, mentioning "lot 10" and "lot 11") ...

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat... (Faint text describing easements for utilities and drainage, mentioning "lot 10" and "lot 11") ...

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arts.

7. No portion of the above described land shall be used for any other purpose than the use hereinbefore specified, and no structure or improvement shall be erected thereon.

8. The structure or improvement hereinafter described, to wit, a building, shall be erected thereon, and no other structure or improvement shall be erected thereon.

9. No other building shall be erected thereon, and no other structure or improvement shall be erected thereon, and no other structure or improvement shall be erected thereon.

10. No other building, or development, or structure, or improvement, or other structure or improvement shall be erected thereon, and no other structure or improvement shall be erected thereon.

11. No other building, or structure, or improvement, or other structure or improvement shall be erected thereon, and no other structure or improvement shall be erected thereon.

12. No other building, or structure, or improvement, or other structure or improvement shall be erected thereon, and no other structure or improvement shall be erected thereon.

13. The said "Developer" shall have the right to erect, and remove shrubbery and trees growing thereon, and to remove the same on said land, to grade such drives, roads and lanes and remove surplus earth therefrom provided, however, that the quantity of material, to which said drives, roads and lanes have been dedicated for highway purposes, shall also have the right to do such grading as it may deem necessary for highway and drainage purposes.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 4 feet above the roadway shall

be placed or situated to sustain an any corner lot within the said
angular area formed by the corner street lines and a line con-
necting the corners of said lot. The location of the street
lines, or in the case of a double track street, the location
of the street, or any lines extended, the side right-of-
way lines shall apply on any lot of 100 sq ft from the intersection
of a street property line with a driveway or other way-
side structure, unless the full width is maintained or con-
sidered to be a street structure or a sidewalk.

16. The said "evolve and" reserved for use and for the
use of the utility company, or its utility company, third party utility
services to the lot owner, a permanent, transferable, and releasable agree-
ment and right is hereby, on, was, and under any and all conditions, the
said lot owner shall, in full, and any, or any other person, or
third party, or any other person, or any other person, or any other person,
the installation, maintenance and operation of power, water, and other
lines, including but not limited to, gas, telephone, and any and all other
public utility services.

17. A construction of any kind shall be placed on any lot
of 100 sq ft or more, or any other lot, or any other lot, or any other lot,
hereby, or the owner of the lot or lots, subject to the following
conditions to wit: (1) title or interest in or to any of the lots,
policies, equipment or appliances, including, but not limited to, all
equipment to such equipment.

17. The owner of the lot or lots shall, in full, and for the purpose
to the "evolve and" shall, in full, and for the "evolve and" by the lot
conveying any of said lots, but shall not and continue to be the
"evolve and" or to the "evolve and" shall expressly convey said inter-
ests and rights.

18. No fence, wall, hedge or wind planting shall be erected
or permitted except to the rear of the main house structure. If the
owner elects to erect a fence, wall, hedge or wind planting to the
rear of his home structure, it shall not be permitted to be over four
(4) feet in height and set back with the approval of the committee
aforesaid.

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Handwritten signatures and dates:
14 August

The Court in this case has held that the ...
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of the Court in the case of the State of Tennessee vs. ...

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Information for the use of ...
...
... 14 ... August ...

Lawyer

00718,1457.

180-571-B

THIS INSTRUMENT WAS PREPARED BY:

Title ClearingHouse of Jacksonville
11555 Central Parkway, Suite 103
Jacksonville, Florida 32224

And after recording return to:

City of Jacksonville
Attn: Housing Services Division
214 N. Hogan Street, 8th Floor
Jacksonville, Florida 32202

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated February 12, 2010, and is made by the undersigned (the "Owner"), whose address is set forth below the undersigned's signature, in favor of the City of Jacksonville, a Florida municipal corporation (the "City"), whose address is: c/o Housing Services Division, 214 North Hogan Street, 8th Floor, Jacksonville, Florida 32202.

RECITALS:

I. Owner owns the property described in **Exhibit A**, attached hereto and made a part hereof (the "Property").

II. The City granted certain funds to the Owner's Recipient for the Recipient's development subsidy of the single family dwelling located on the Property pursuant to that certain NSP Agreement between the City and the Recipient (the "NSP Agreement").

III. As a condition of the City's loan of funds to the Recipient, the Recipient agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the NSP Agreement.

NOW, THEREFORE, Owner, in consideration of the premises and the sum of ten dollars and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following affordability requirements required by the NSP Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:

Housing assisted with NSP funds must meet the affordability requirements of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-289, Department of Housing and Urban Development (HUD) Docket No. FR-5255-N-01, HUD Docket No. FR-5255-N-02, and the City of Jacksonville's NSP Substantial Amendment to the Consolidated Plan. Repayment of the funds by the Recipient to the City will be required if the housing does not meet the specified affordability requirement time period. Specifically:

a. For the affordability period of fifteen (15) years commencing on the date of sale of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

b. This affordability requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any NSP-related mortgage or the lien thereof upon the Property, and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property. Notwithstanding the foregoing, however, upon foreclosure by a

lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, Owner has caused this Declaration to be executed in its name as of the date first above written.

WITNESSES:

Grace and Truth Community Development Corporation

Valerie J. Saunders

Printed Name: Valerie J Saunders

Bishop Eugene M. Johnson

By: Bishop Eugene M. Johnson
Its: Executive Director
Address: 932 North Shore Drive,
Jacksonville, Florida 32208

Joanette Dukes

Printed Name: Joanette Dukes

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was executed, acknowledged and delivered before me this 12th day of February, 2010, by Bishop Eugene M. Johnson, Executive Director for Grace and Truth Community Development Corporation, who is personally known to me or has produced a Florida driver's license as identification.

Valerie J. Saunders

Notary Public, State and County Aforesaid

Print Name: _____

(NOTARIAL SEAL)

My commission expires: _____

My commission number: _____



Exhibit A

Lot 10, Block 5, Oak Hill, Unit 8, as per plat thereof, recorded in Plat Book 27,
Page 83 and 83A, of the Public Records of Duval County, Florida

a/k/a 5620 Moret Drive, Jacksonville, Florida 32244