

RESOLUTION NO. 23-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAITLAND, ESTABLISHING STANDARD OPERATING PROCEDURES TO IMPLEMENT THE REQUIREMENTS OF SENATE BILL 1730 (2025), SENATE BILL 328 (2024) AND SENATE BILL 102 (2023) "THE LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 29, 2023, Governor Ron Desantis signed Senate Bill 102, creating Section 125.01055(7), Florida Statutes (2023), known as the Live Local Act (the "Act"), which took effect on July 1, 2023; and

WHEREAS, the Act requires local governments to authorize multi-family and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent (40%) of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined in Section 420.0004, Florida Statutes; and

WHEREAS, a proposed development that satisfies the Act's criteria may not be required to obtain approval of a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized by the Act and, if the project satisfies the City's land development regulations for multi-family development and is otherwise consistent with the Comprehensive Plan, the project must be administratively approved without further action by the City Council; and

WHEREAS, on May 16, 2024, Governor Ron Desantis signed Senate Bill 328, that, among other things, amended the Live Local Act's Land Use mandate codified in section. 125.01055(7), Florida Statutes and extending the Act; and

WHEREAS, through the passage of SB 328 the Legislature updated the requirements of the Act, including, but not limited to, prohibiting counties from restricting the floor area ratio of certain proposed developments under certain circumstances; requiring a reduction or elimination of parking requirements under certain circumstances; exempting airport-impacted areas from the act; authorizing counties to restrict the height of proposed developments under certain circumstances; requiring counties to maintain certain policy on their websites; and

WHEREAS, on June 23, 2025, Governor Ron Desantis signed Senate Bill 1730, that, among other things, amend the Live Local Act's Land Use mandate codified in section. 125.01055(7), Florida Statutes and extending the Act; and

WHEREAS, through the passage of SB 1730 the Legislature further amends the requirements of the Act with definitions to provide guidelines to the Act's application, by defining Commercial Use, Industrial Use, Mixed Use, and Planned Unit Development; expanding the application of the Act's land use mandate to portions of any flexibly zoned area such as planned unit development permitted for commercial, industrial, or mixed use; exempting the Wekiva Study Area and the Everglades Protection Area from the Act's land use mandate; requiring the

administrative approval of certain proposed development without further action by a quasi-judicial, administrative board, or reviewing body under certain circumstances; providing annual reporting requirements; and

WHEREAS, to ensure compliance with Section 125.01055(7)(e)1, the city shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to the Act; and

WHEREAS, pursuant to Section 125.01055(10)(a), beginning November 1, 2026, the City must provide an annual report to the state land planning agency that will include a summary of litigation relating to subsection (7) that was initiated; and a list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report will include at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes; and

WHEREAS, the Council wishes to adopt standard operating procedures to guide staff on how to process any projects under the Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAITLAND, FLORIDA, AS FOLLOWS:

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of the City of Maitland, and other applicable provisions of law.

Section 2. Live Local Act Standard Operating Procedures. The City Council hereby is adopting the Live Local Act Standard Operating Procedures (the "SOPs") as set forth on Appendix "A," attached hereto and incorporated herein by reference, to accomplish the goals of the Act. The City Council hereby directs that any project applications submitted pursuant to the Act shall be handled in substantial compliance with the SOPs attached hereto.

Section 3. Termination. This Resolution, and the SOPs, shall likewise expire upon expiration of the Act. In the event the Florida Legislature modifies the expiration date of the Act, this Resolution shall expire on such modified expiration date.

Section 4. Effective Date. This Resolution shall take effect immediately on City Council approval.

DONE AND RESOLVED in regular session of the City Council of Maitland this 13th day of

October 2025.

**CITY COUNCIL OF THE CITY OF
MAITLAND, FLORIDA**

John P. Lowndes, Mayor

ATTEST:

Lori S. Hollingsworth, City Clerk

APPENDIX "A"
LIVE LOCAL ACT STANDARD OPERATING PROCEDURES (SOPs)

Description

On March 29, 2023, Governor Ron Desantis signed Senate Bill 102, which created Section 166.04151(7), Florida Statutes, otherwise known as the Live Local Act (the "Act"). The Act took effect on July 1, 2023. The Act was amended in 2024 as Senate Bill 328, which was signed on May 16, 2024, and took effect on May 16, 2024. It was again amended in 2025 with Senate Bill 1730, which was passed by the Legislature on May 1, 2025, and became effective on July 1, 2025.

SB 1730 amended the Act to clarify that multi-family and mixed-use residential are allowable uses in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial or mixed-use provided it meets the aforementioned requirements. It also introduces definitions for commercial use, industrial use and mixed-use, and planned unit development. These definitions state that recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial uses, industrial use, or mixed use, irrespective of how they are operated. SB 1730 includes amendments to Section 166.04151(7) that prohibit a municipality from requiring that more than 10 percent of the total square footage of such mixed-use residential projects be used for non-residential purposes. The SOPs reflect the amendments to Section 166.04151(7). A proposed development that satisfies the Act's criteria may not be required to seek approval from the Board or any quasi-judicial, administrative board, or reviewing body for a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, floor area ratio, lot coverage and densities authorized by the Act, and, assuming such projects meet the criteria in the Act, they must be administratively approved. This document outlines the process such projects need to follow to obtain administrative approval pursuant to the Act.

Eligibility Criteria

Uses

- Multi-family and mixed-use residential
 - For mixed use projects, at least 65 percent of the total square footage must be used for residential purposes.
 - No more than 10% of the total square footage of the mixed-use residential project is required to be used for non-residential purposes.

Affordability

- At least 40% of the residential units must be affordable, as defined in § 420.0004, F.S.
- The affordable units must remain affordable for a period of at least 30 years.
- The affordable units must be rental units.
- A Declaration of Covenants and Restrictions/Land Use Restriction Agreement (the "LURA") documenting the project's affordability, in a form acceptable to the City, must be executed and recorded prior to submitting for vertical permits.

Density

- Qualifying projects can develop at the highest allowed density on any land within the local government where residential density is allowed (166.04151(7b), FS).

Building Height

- Per Section 166.01141(7), F.S: Max. height currently permitted per code or allowed on July 1, 2023, for a commercial or residential building, within 1 mile of the project site in the jurisdiction of the project site, or 3 stories, whichever is higher. *

* If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the City may restrict the height of the proposed development to 150% of the tallest building on any property adjacent to the proposed development, the highest currently allowed height, or allowed on July 1, 2023, for the property provided in the City's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line but does not include properties separated by a public road.

Parking Reductions

- Upon request of the applicant, the municipality must reduce parking requirements by 15 percent for a proposed development if the development:
 - Is located within one-quarter (1/4) mile of a transit stop, as defined in the city's land development code, and the transit stop is accessible from the development;

- Is located within one-half (½) mile of a major transportation hub, as defined in Section 166.0141(7)(f)(1)(C)(3), FS, from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or
- There is available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. Parking available to compensate for the reduction in parking requirements may not be required.
- The city must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the city as a transit-oriented development or area.

Floor Area Ratio

- A municipality may not restrict the floor area ratio of a proposed project authorized under this subsection below 150% of the land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

"Major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

Planned Developments

- Multi-family and mixed use residential are permitted in portions of any flexibly zoned area such as a Planned Development (PD) permitted for commercial, industrial, or mixed use, if at least 40% of the units are rental units and are affordable for a period of at least 30 years. An amendment to the PD Land Use Plan is not required.

Development Standards

- Please refer to the Zoning Guidelines section of this document for the applicable multifamily development regulations.
- Except for height, parking (in certain circumstances), floor area ratio, and density, the project must comply with all other applicable development standards. With the exception of allowable floor area ratio, densities, height, and land use, the project must comply with all other applicable Comprehensive Plan provisions. Any project requiring a variance, or otherwise not able to comply with the applicable development standards and Comprehensive Plan provisions, will not qualify under this process and must comply

with the applicable conventional development approval processes.

The Act does not apply to lands in the following areas:

- Airport-impacted areas as provided in F.S. 333.03.
- Property defined as recreational and commercial working waterfront in F.S. 342.201 in any area zoned as industrial.
- The Wekiva Study Area, as described in F.S. 369.316.
- The Everglades Protection Area, as defined in F.S. 373.4592(2).
- Areas approved for recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses within an area designated for residential use, irrespective of how they are operated.
- A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved.
- Only those portions of the PD designated for commercial/industrial/mixed use are eligible under the Act:
- Portions of a PD designated for "Recreational Use," with uses such as golf courses, tennis courts, swimming pools, and clubhouses are not defined as commercial use, industrial uses, or mixed use, irrespective of how they are operated, and are not eligible for a Live Local Project.

Section 166.0141(7) Florida Statutes (Live Local Act) Zoning Guidelines

Eligible Zoning Districts

Commercial: Neighborhood **Commercial District (NC)**

Industrial: None

Mixed Use*: **Mixed Multifamily District (MX), Downtown Maitland (DM)**

Planned Developments (PD)*

*If an approved PD allows for areas/portions of the plan where commercial, industrial or mixed-use is permitted, only those areas are permitted for multi-family development under the Live Local Act. Portions of a PD designated for “Recreational Use” with uses such as golf courses, tennis courts, swimming pools, and clubhouses are not defined as commercial use, industrial use, or mixed use, irrespective of how they are operated, and will not be eligible for multi-family or mixed-use development under the Live Local Act.

Ineligible Mixed-Use District:

West Side (WS-NM and RT) is not eligible for a Live Local Project because it is located entirely within the Wekiva Study Area.

Zoning District of Subject Property	NC	MX	DM
Applicability	Multifamily Residential projects that meet the LLA standards in the NC zoning district	Multifamily Residential projects that meet the LLA standards in the MX zoning district	Multifamily Residential projects that meet the LLA standards in the DM zoning district
Applicable* Standards	RMF- Residential Multifamily	MX	DM
Floor Area Ratio	4.5	4.5	4.5
Maximum Density	Per SB 328: Up to 65 du/acre** (highest density currently allowed in Maitland Comprehensive Plan)		

*Applicable Standards shall include the requirements set forth in the applicable zoning districts and all other requirements of the land development and city code outside of the exceptions set forth in LLA identified herein.

**Current EAR-Comprehensive Plan Amendment includes raising the density to 67 dwelling units per acre in the Main Street Future Land Use Designation. If this amendment is adopted by City Council, the maximum density for an LLA project would be 67 du/acre.

Maximum Building Height	<p>Per Section 166.01141(7), F.S: Max. height currently permitted per code or allowed on July 1, 2023, for a commercial or residential building, within 1 mile of the project site in the jurisdiction of the project site, or 3 stories, whichever is higher*.</p> <p>* If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the City may restrict the height of the proposed development to 150% of the tallest building on any property adjacent to the proposed development, the highest currently allowed height, or allowed on July 1, 2023, for the property provided in the City's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line but does not include properties separated by a public road.</p>
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Historic Buildings

- If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, or density of the proposed development.

Process and Submittal Requirements

1. Technical Review Group (TRG) Pre-application Meeting
 - A TRG pre-application meeting is required prior to submitting a Live Local Development Plan.
 - Submit Live Local Plan Set to the Community Development Department TRG application electronically via the City's online permitting system.
 - Site Plan applications and submittal procedures can be found on the City's Community Development Department Webpage.
 - Required plan elements can be found in the City's Community Development Department Webpage.
2. Sufficiency Review
 - Application is reviewed for sufficiency by the Community Development Department. In addition to the sufficiency requirements set forth in City LDC Sec. 2.5.2(a)(3), the applicant shall submit a Land Use Restriction Agreement (LURA) form see link in compliance with 166.0141(7a).
 - Once the plan is found to be sufficient, an automated email is sent to the applicant directing coordination with the Community Development Division to begin the Land Use Restriction Agreement (LURA) process.
3. TRG Review
 - The standard TRG Review cycle is 21 business days, after which an automated email including the staff review comments is sent to the applicant.
 - Upon receipt of comments, the applicant may opt to attend the scheduled TRG meeting to discuss or may directly revise the plan according to the comments. If revisions are required, the updated plan shall be resubmitted for review.
 - Once all TRG staff comments have been resolved on the site plan, the applicant is required to post notice on the property with a poster provided by the City. This posted notice shall include reference to the Live Local Act and shall otherwise substantially comply with the City's standard property posting procedures.
4. Pending Agreement Stage
 - Following TRG staff review, the application moves to the "pending agreement" stage.
 - Once the LURA is approved, executed, and recorded, the City of Maitland Community Development Department will notify the project manager of approval.

5. Administrative Approval

- The Director of the Community Development Department shall be provided with the final plan set, LURA and cover letter. The information provided to the Director shall confirm that the application is sufficient and approved by TRG staff. If approved by the Director, the Director shall sign approval letter and notify the applicant of the approval.

6. Site Construction Permit

- Upon approval of the site plan, the applicant can submit for construction permit approval.
- Upon approval of construction permit, the applicant shall schedule a pre-site meeting with staff to address erosion control and tree protection barriers.
- Applicants shall schedule a follow-up meeting once the erosion control and tree protection have been installed.
- Upon approval, applicants can commence construction.

7. Building Permit

- Upon approval of the site and site construction plan, the applicant can submit for building permit approval.
- The applicant can submit the building permit concurrently with the site construction permit, but the building permit cannot be issued until the site construction permit is approved.

APPENDIX "B"

EXAMPLE LAND USE RESTRICTION AGREEMENT

Prepared by and Return to:
CITY OF MAITLAND
1776 INDEPENDENCE LANE
MAITLAND, FL 32751

DECLARATION OF COVENANTS AND RESTRICTIONS FOR AFFORDABLE MULTI-FAMILY RENTAL DEVELOPMENT IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED USE, IN COMPLIANCE WITH SECTION 166.04151, FLORIDA STATUTES

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, also known as the "Land Use Restriction Agreement" ("LURA"), is entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF MAITLAND, a Florida municipal corporation ("City"), and _____, a Florida limited liability company ("Owner").

R E C I T A L S

WHEREAS, Owner is the owner in fee simple of that certain real property located in Orange County, City of Maitland, Florida, as legally described in Exhibit A attached hereto and incorporated herein by reference, ("Property");

WHEREAS, Owner seeks to develop the Property with multi-family rental housing;

WHEREAS, pursuant to Section 166.04151(7)(a), Florida Statutes ("Live Local Act"), A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

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

WHEREAS, to maintain compliance with the Live Local Act, Owner and City 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;

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, City and 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 is 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:
 - 3.1 *Adjusted Gross Income* shall mean all wages, assets, regular cash or non-cash 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 Section 62 of the Internal Revenue Code.
 - 3.2 *Affordable* shall mean that monthly rents including taxes, insurance, and utilities do not exceed thirty (30%) percent of that amount which represents the percentage of the annual median Adjusted Gross Income for an Eligible Household.
 - 3.3 *Affordable Unit* or *Affordable Units* shall mean 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 **[NUMBER] (#)** Affordable Units.
 - 3.4 *Dwelling Units* shall mean 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 **[NUMBER] (#)** Dwelling Units (“Maximum Number of Units”), of which at least forty percent (40%) shall be Affordable Units.
 - 3.5 *Eligible Household* shall mean one or more natural persons or a family, the total annual adjusted gross household income of which is less than one hundred twenty (120%) percent of the median annual Adjusted Gross Income for households within the state or the **Orlando–Kissimmee–Sanford** Metropolitan Statistical Area, whichever is greater.
 - 3.6 *Project* shall mean the multifamily rental housing development on the Property for which Owner is applying to obtain site development approval from City.

4. **Use and Occupancy of the Property.** 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.
 - 4.1 Owner shall develop and maintain the Project as a multifamily rental housing development and shall rent and hold available for rental no fewer than forty (40%) percent of the Dwelling Units as Affordable Units for rent exclusively to Eligible Households.
 - 4.2 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) forty (40%) percent of the Dwelling Units within that building; or (ii) the total forty (40%) percent 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.
 - 4.3 For each Affordable Unit, 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 twelve (12) months following the effective date of determination.
 - 4.4 Rents for all Affordable Units shall be Affordable to the Eligible Household occupying the Affordable Unit.
 - 4.5 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 and features to the Market Rate Units. Eligible Households shall not be excluded from using common area amenities within the Project.
 - 4.6 No Affordable Unit shall be occupied by Owner, or any person related to or affiliated with 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.** 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:

- 6.1 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;
 - 6.2 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;
 - 6.3 Verification that the household is an Eligible Household as defined herein; and
 - 6.4 Verification that the Eligible Household's rent is Affordable as defined herein.
7. **Annual Report; Monitoring Fee.** Owner shall, during the Affordability Period as defined herein, provide an Annual Report to the City's Community Development 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 City. The Annual Report shall identify the dates of both the initial and the final certificates of occupancy for the Project.
- Subsequent to submittal of each Annual Report, the Department shall provide the Owner with a written fee statement for City's actual costs of monitoring the Project for the reporting period. Owner shall pay the monitoring fee to the City 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 below.
8. **Maintenance of the Property and Compliance with Applicable Laws.** 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. Owner shall maintain the Project and the Property in a condition which is consistent with the City's Code of Ordinances, Chapter 10, Article III Code of Ordinances.
9. **Monitoring and Inspection.** Owner shall permit City, 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 City such documentation as required by the City to document compliance with this LURA. The City 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. City shall notify Owner prior to scheduled

inspections, and Owner shall make any and all necessary arrangements to facilitate City's inspection. City may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that City shall give Owner notice prior to any such inspection, specifying reasonable cause therefor related to the City'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 City, its successors and assigns, against 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, Owner shall provide written notice to City of Owner's intent to transfer the Property or the Project in accordance with Section 17 herein.
11. **Enforcement.** If 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, City shall be entitled, in its sole discretion, to any or all of the remedies described below:
 - 11.1 If City, by and through the Department, determines that Owner has taken and diligently continues corrective action and that the breach cannot be corrected within the thirty (30) day period, City may, in its sole discretion, allow Owner up to six (6) months after first notice to cure the breach.
 - 11.2 City 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. City shall be entitled to recover its costs and expenses and reasonable attorneys' fees in any such judicial proceeding where City shall prevail.
 - 11.3 City may require that the Annual Report required pursuant to Section 7 hereof be provided quarterly for so long as City deems reasonable and necessary.
 - 11.4 In the event that the violation or breach requires that City undertake additional monitoring of the Project, City, in its sole discretion, may require Owner to pay to City a compliance monitoring fee for supplemental monitoring in the amount necessary to reimburse the City for performing such supplemental monitoring. This fee shall be in addition to, and distinct from, any reimbursement of costs and legal

fees to which City may be entitled as a result of judicial enforcement action and any fines payable to City pursuant to Subsection 11.5 hereof and shall be payable without respect to whether City undertakes or succeeds in judicial enforcement or code enforcement activities. City's right to be compensated for additional monitoring shall, at the Department's discretion, extend for a period of up to two (2) years following the most recent finding of noncompliance with this LURA. City shall submit written fee statements to Owner on a quarterly basis which shall be paid by Owner within thirty (30) days of receipt.

- 11.5 The site development plans for this Project were administratively approved by the City in consideration of 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 City, be enforced as provided in Chapter 162, Florida Statutes, which, among other remedies, would enable City to impose fines or issue citations for noncompliance and to place liens on the Property. Owner irrevocably consents to the jurisdiction of the Maitland Code Enforcement Special Magistrate for all purposes related to enforcement of this LURA and expressly waives any objection or defense to such jurisdiction.
 - 11.6 The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against 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.
 - 11.7 Any failure of the City to enforce this LURA shall not be deemed a waiver of the right to do so thereafter.
12. **Subordination.** Owner shall obtain and record in the Public Records of Orange 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 City for review and approval along with a current title opinion or property information report prior to the acceptance by the City of a preliminary development plan application or final development plans for the Project.
 13. **Owner's Representations and Warranties.** Owner warrants and represents that:
 - 13.1 Owner has the full power, authority and capacity to enter into this LURA and to carry out Owner's obligations as described in this LURA; and
 - 13.2 The execution and performance of this LURA by Owner will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which 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.** Owner hereby releases City and the City Council of the City of Maitland , and the respective agents and employees of the City and the City Council, from and against any and claims, demands, damages, actions or causes of action, whether in law or in equity, which Owner has or may have, by reason of Owner's decision to proceed with the Project in reliance on this LURA.
15. **Recordation; Effective Date; Duration.** This LURA and any amendments hereto shall be recorded by the Owner in the Public Records of Orange County, Florida, and the Owner shall pay all fees and charges incurred in connection therewith.

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

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

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

16. **Modification of Agreement.** City 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 City and 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.

CITY: City of Maitland
1776 Independence Lane
Maitland , Florida 32751
Attn: City Manager

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. **Agreement.** This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.
 20. **Governing Law; 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. 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 Ninth Judicial Circuit, in and for Orange County, Florida, or in the United States District Court for the Middle District of Florida, Orlando Division, 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.
 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.

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

OWNER:

Witnesses

_____,
Florida limited liability company

Signature

By: _____,
Florida limited liability company, (Manager)

Print Name

Signature

Address

Print Name

Signature

Title

Print Name

Address

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____, of _____, a Florida limited liability company, on behalf of the company. They are personally known to me or has produced _____ as identification.

Notary Public

ATTEST:

CITY OF MAITLAND , FLORIDA,
Florida municipal corporation,

City Clerk

, City Manager

EXHIBIT A

Legal Description

EXHIBIT B

Consent and Subordination of Lienholder

Prepared by:

[name]
[title, organization]
[address]

After Recording Return to:
City of Maitland
1776 Independence Lane
Maitland, Florida 32909

CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned Lender hereby consents to the execution of the Declaration of Covenants and Restrictions ("LURA") by and between CITY OF MAITLAND, a Florida municipal corporation ("City"), and **XXX, LLC, a Florida limited liability company ("Owner")**, the owner of the property identified as Exhibit A to the LURA ("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 Records of Orange County, Florida, and a copy of the recorded document shall be provided by the Owner to the Lender.

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LENDER:

Witnesses:

Signature

Print Name

Address

Signature

Print Name

Address

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 Public

EXHIBIT 1 to CONSENT AND SUBORDINATION OF LIENHOLDER

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