

**Prepared by, and after recording, return to:**

**Indexing Instructions:**

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STATE OF FLORIDA  
COUNTY OF BROWARD

NSP RECAPTURE  
DEED RESTRICTION  
Town of Davie Home Buyer Assistance Program

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

Phone: \_\_\_\_\_  
(Home Buyer Name/Purchase  
Address Information)

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The undersigned, \_\_\_\_\_ ("Owner(s)"), is/are the owner(s) of certain real property and improvements located at \_\_\_\_\_, in the Town of Davie, Broward County, Florida and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions.

\*\*\*ANY EVENT THAT RESULTS IN THE "Property" CEASING TO BE THE PRINCIPAL RESIDENCE OF THE "Owner(s)" DURING THE "Period of Affordability" SHALL BE IN DIRECT CONFLICT WITH THE TERMS OF THIS DEED RESTRICTION; SHALL BE CONSIDERED A DEFAULT UNDER THE DEED RESTRICTION, AND SHALL REQUIRE THE RECAPTURE OF THE "NSP INVESTMENT" USED TO FACILITATE THE PURCHASE OF THE "Property" AS OUTLINED IN "Recapture Requirements" BELOW:

1. For purposes of this deed restriction, the following terms have the meanings indicated, as per the recapture requirements adopted by the Town of Davie for the Neighborhood Stabilization Program:

"H&CD" means the Town of Davie Department of Housing and Community Development.

"NSP" means Neighborhood Stabilization Program.

"NSP Investment" means the amount funded by H&CD for the benefit of the Owner to assist the Owner in the purchase and rehabilitation of the indicated Property.

"Period of Affordability" means a period of time beginning on the date of this instrument pursuant to HUD Final Rule 24 CFR Part 92.254 as follows:

NSP Homeownership Assistance total amount of NSP funding used for the purchase and rehabilitation of the property identified herein	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

"Net Proceeds" means the sales price of the Property less the payoff of the first mortgage on the Property and the closing costs associated with the sale of the Property.

"Net Refinancing Proceeds" means the amount of the new mortgage loan, less the payoff amount of the first mortgage on the Property which is superior to this deed restriction and the closing costs associated with the refinancing transaction.

"Owner Investment" means Owner(s) original down-payment investment, principal reductions in original mortgage amount, and/or investments made by the Owner(s) which would qualify as capital improvements under Internal Revenue Service rules.

"Recapture Amount" means the "NSP Investment" in the property purchase.

"Recapture Requirements" means that if the Property does not continue as the PRINCIPAL RESIDENCE of the Owner for the duration of the "Period of Affordability" that H&CD will recapture the full amount of the "NSP Investment" received by the Owner(s) as calculated by using the appropriate conditions of default (as outlined in numbers 3,4, or 5, below).

H&CD must receive prior written notification of any sale, refinancing or foreclosure that occurs during the "Period of Affordability" assigned to the Property.

1. In the event of a sale of the Property during the "Period of Affordability", H&CD will recapture an amount equal to the NSP investment in the property.
2. In the event of a cash-out refinancing during the "Period of Affordability", H&CD will recapture an amount equal to the NSP investment in the property.
3. In the event of a foreclosure, H&CD shall recapture from "Net Proceeds" up to the original amount of "NSP Investment" associated with the purchase and rehabilitation of the Property. This instrument and restrictions contained herein are subordinate to the first mortgage lien against the Property.
4. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner(s) who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner(s), its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
5. Owner(s) understands and agrees that this instrument shall be governed by the laws of the State of Florida and regulations of the U. S. Department of Housing and Urban Development.
6. Owner(s) understands that the Property must be the Principal Residence of the Owner(s) during the Period of Affordability. In the event the Property does not remain its/their Principal Residence, the Owner(s) will be held personally liable and must repay H&CD an amount equal to the "NSP Investment".
7. Owner occupant understands the Period of Affordability is for a period of fifteen (15) years beginning on the date of this instrument and ending \_\_\_\_\_. At the ending date of this instrument, this deed restriction is canceled and all HUD requirements satisfied.

Upon recapture of the NSP funds described in the amount determined by H&CD, the deed restrictions contained herein shall be abated and become null and void and shall have no force or effect at Law or Equity.

- 8. On FHA insured mortgages, NSP program restrictions on the property shall terminate upon foreclosure, transfer in lieu of foreclosure or assignment of the FHA insured mortgage to HUD. To the extent that there are any proceeds from the foreclosure or other sale of the property by HUD remaining after the HUD insured loan is paid, the remaining proceeds shall be paid to the Town of Davie.

**EXECUTED this** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named \_\_\_\_\_, who acknowledged **that he/she** signed and delivered the above foregoing instrument on the day and date therein above **stated as for his/her** own voluntary act and deed.

Given under my hand and Official Seal, this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(SEAL) Notary Public

My commission expires: \_\_\_\_\_

Recapture Deed Restrictions  
Town of Davie  
NSP Program March 2010

Initials \_\_\_\_/\_\_\_\_

## **EXHIBIT A**

### **Description of Property**

Filing instructions to Clerk:

Recapture Deed Restrictions  
Town of Davie  
NSP Program March 2010

Initials\_\_\_\_/\_\_\_\_