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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3531198

Doc Stamp-Deed: \$350.00

Prepared by and return to:

David G. Bowman, Jr., Esq.

Bowman, George, Scheb, & Chapman, P.A.

2750 Ringling Blvd.

Suite 3

Sarasota, FL 34237

File No 9086.012

Parcel Identification No 2024060003

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WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 10th day of August, 2026 between the City of Sarasota, Florida, a municipal corporation, whose post office address is 1565 1st Street, Sarasota, FL 34236, of the County of Sarasota, Florida, Grantor, to **Habitat for Humanity Sarasota, Inc., a Florida not for profit corporation**, whose post office address is 1757 North East Avenue, Sarasota, FL 34234, of the County of Sarasota, Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota, Florida, to-wit:

Lot 11, Block B, Irvington Heights, according to the map or plat thereof as recorded in Plat Book 1, Page 211A, being replatted in Plat Book 3, Page 24, Public Records of Sarasota County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2026 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any including those Deed Restrictions attached hereto, and incorporated herein.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Witnesses:

B.D.
PRINT NAME: Brianna Delgado
ADDRESS: 1565 1st St.
Sarasota, FL 34236

LD
PRINT NAME: Lex Dunsmore
ADDRESS: 1565 1st St
Sarasota FL 34236

Grantor:

City of Sarasota, Florida, a municipal corporation

By: Debbie Trice
Debbie Trice, Mayor

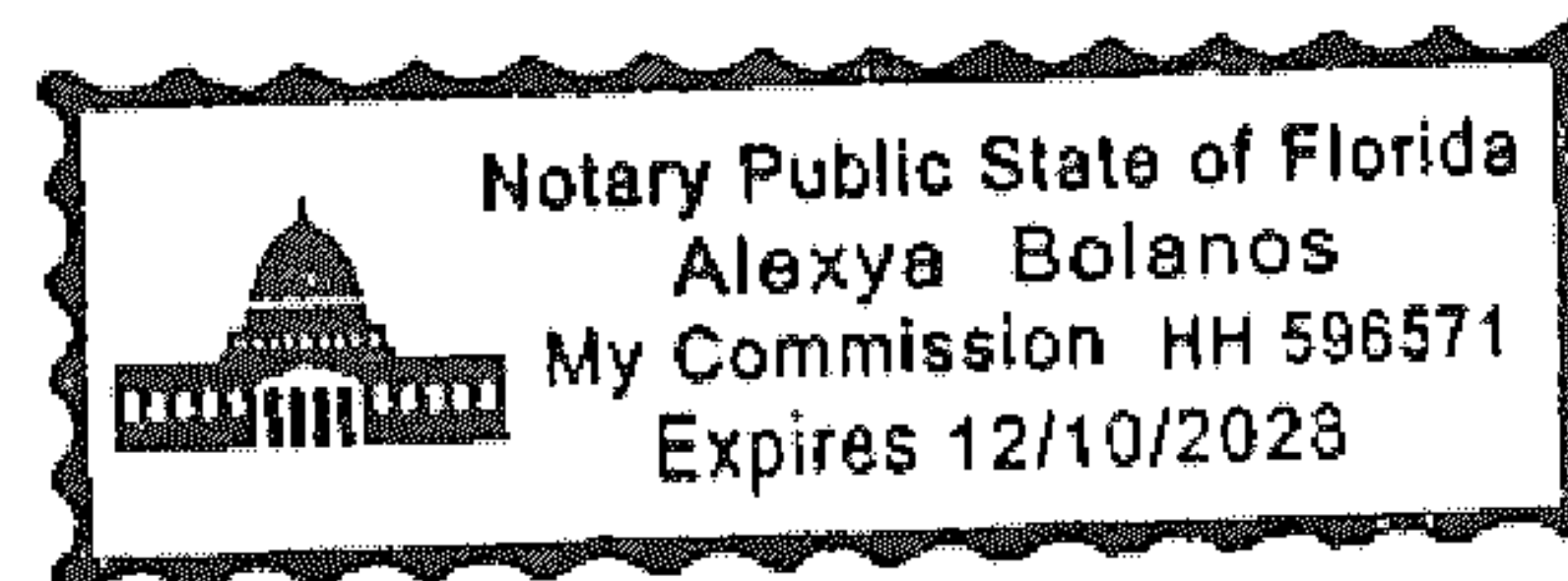
Attest:

By: Shayla Griggs
Shayla Griggs, City Auditor & Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 4 day of August, 2026, by **Debbie Trice, Mayor of the City of Sarasota, a Florida municipal corporation** and **Shayla Griggs, City Auditor & Clerk of the City of Sarasota, a Florida municipal corporation**, (☒) who are personally known to me or (☐) who have produced _____ as identification.

Alexya Bolanos
Signature of Notary Public
Alexya Bolanos
Print, Type/Stamp Name of Notary



**DEED RESTRICTION
BETWEEN CITY OF SARASOTA AND HABITAT FOR HUMANITY SARASOTA, INC.
AFFORDABLE HOUSING INITIATIVES PROGRAM**

The real property described in the attached deed (hereinafter, the "Property") has been acquired from the City of Sarasota through the Affordable Housing Initiatives Program (hereinafter referred to as "AHI") pursuant to an Interlocal Agreement between Sarasota County and the City of Sarasota. Because the Property received is part of the AHI, the dwelling unit to be constructed by Habitat For Humanity Sarasota, Inc. (hereinafter referred to as "Habitat") must meet the affordability requirements of the AHI for not less than 30 years following the date a deed from Habitat to a Low Income Household is recorded in the Official Records of Sarasota County, Florida hereinafter referred to as the "Affordability Period".

Habitat shall complete the construction of a dwelling unit on the Property by September 7, 2028, in compliance with (1) all applicable building and zoning codes and (2) the Design Criteria originally approved by the City of Sarasota Commission on September 7, 2023, attached hereto as Exhibit A. To the extent that any of the Design Criteria in Exhibit A conflict with the State of Florida Building Code, or any of the City of Sarasota land development codes, as adopted including the Newtown Conservation/Historic Overlay District requirements, the applicable State of Florida Building Code, City of Sarasota land development codes, as adopted or Newtown Conservation/Historic Overlay District requirements shall control. Completion shall be evidenced by a certificate of occupancy for said dwelling unit. Any deviation from the Design Criteria must be approved in writing by the Office of Housing and Community Development (OHCD) General Manager. Additionally, for a Property located in the Newtown Conservation/Historic Overlay District, the house may be exempted from the Design Criteria subject to documentation substantiating reasons for such an exemption, and subject to approval by the OHCD General Manager and Development Services. Notwithstanding the above, any request for a deviation from the Design Criteria that would also constitute a deviation from the State of Florida Building Code, or any of the City of Sarasota land development codes, as adopted including the Newtown Conservation/Historic Overlay District requirements, must also be approved as provided in the City of Sarasota land development codes, as adopted. In the event of a natural disaster or catastrophe which causes the structure to be uninhabitable, subsequent rebuilding of a house on the Property would conform to the current local and/or State building codes and current City of Sarasota design requirements applicable to the Property.

The Property, as improved, must remain as housing for households having an income that is at or less than 80% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development ("HUD"), adjusted by household size (hereinafter referred to as "Low-Income Households"), for the term of the Affordability Period. In the event an owner of the Property wishes to sell the Property during the Affordability Period, the Property must 1) first be made available for subsequent purchase to a buyer who shall also qualify as a Low-Income Household; or 2) be made available to a non-profit organization serving households whose income is between 80% and 100% of the AMI; or 3) in the case of a documented "hardship case" involving the homeowner, the City Manager or City of Sarasota Designee may allow the Property to be purchased by a household whose income is at or below 120% of the AMI. A certificate recorded in the Official Records of Sarasota County signed by the City Manager or the City of Designee certifying that a proposed transaction complies with this Deed Restriction shall be deemed conclusive for all purposes.

If a material violation of any of the provisions hereof occurs and is not cured within a reasonable period of time, the City of Sarasota may institute and prosecute any proceedings at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. Additionally, in the event any such violation occurs and is not cured within a reasonable time, the Property, as improved, shall, at the option of the City of Sarasota, revert to the City of Sarasota. In the event the City shall exercise its said option of reverter, it shall provide written notice of said option to the Property owner and said Property owner shall deed the Property to the City of Sarasota within thirty days of receipt of such notice. The provisions hereof are imposed upon and made applicable to the Property and shall run with the land and shall be enforceable against the owner of the Property or any other person or entity that has or had an ownership interest in the Property at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party to enforce the provisions hereof, or to obtain relief against or recover for the continuation or repetition of such breach or violation hereof, at any time.

The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the Affordability Period. Upon the completion of the Affordability Period, the covenants herein shall be deemed satisfactorily complied with unless documents properly and timely recorded with the Sarasota County Clerk

of Court indicate otherwise.

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.

In the event it becomes necessary to commence litigation to enforce the terms of these Restrictions, the prevailing party shall be entitled to payment of all its expenses, including reasonable attorney's fees in trial and appellate proceedings.

Design Criteria for Affordable Housing Initiative

The purpose of the design criteria for infill housing is to preserve the unique character of the existing community, while promoting a redevelopment process that will create a seamless neighborhood. The redevelopment of existing lots is required to meet the specific standards listed in the Design Criteria for the Affordable Housing Initiative to ensure compatible residential development.

The dwelling unit must comply with the State of Florida Building Code and all City of Sarasota land development codes, as adopted, including these Design Criteria. Site and construction plan approval by the City's Development Services Department will be required prior to receiving any commitments for the vacant lot or funding from the Division of Housing and Community Development.

Warranties should be at a minimum as follows:

- 30-year shingle
- 5 years termite
- 8-10 years water heater
- 1 year overall
- 2 years electrical and mechanical
- 10-year major structure

Living Space

The minimum square footage for each single-family home shall be as follows:

3-bedroom/2 bath - 1,200 square feet under air; at a minimum, an attached one-car garage is required

Building Facade, Elevation Design

The building shall have a style front elevation in keeping with the character of the neighborhood.

- Exterior building materials should be durable and low maintenance and composed primarily of masonry, stone, Hardie Plank siding, glass, and architectural metals.
- Building walls that are visible from a public street, major pedestrian corridor, or public open space should include architectural features such as windows and trim to create visual interest.
- Street-facing building facades shall not have a section of blank wall exceeding 30 linear feet without being interrupted by a window or entry.
- Details or elements should be integral to the design and reflect the structural or material integrity of the building, rather than appearing added on.

Entrances: Porches and Entries

All front entrance areas shall be easily recognizable from the street and must include a welcoming architectural feature, such as a covered porch. Per the Newtown Conservation/Historic Overlay District requirements, the depth of a covered porch shall be at least 6' and shall comprise a minimum of 30 percent of the width of the principal building's front facade (not including the garage) or eight feet, whichever is larger. Porches shall be an integral architectural feature with the main structure.

- Rear or side entry door.
- Peepholes for front door.

Vehicular Access & Garages

- Garages must be set back at least 15 feet from the front façade of the primary building and must be set back at least 25 feet from the front lot line. If there is more than one front lot line, this standard applies to the front yard that contains the front entry. The width of any attached garage may not exceed 50% of the primary building's front facade, per the Newtown Conservation Historic Overlay District guidelines.
- Washer and dryer hook-ups must be included within the structure.
- Provide garage door opener and install wiring and electrical outlet for garage door opener.

Roofs

The building materials should be appropriate to the style of the building, roof form, and slope. Roof shingles must be dimensional, light colored and fungus resistant. No flat roofs are allowed.

Landscaping

- Bahia, Bermuda or Brown Top Millett sod or hydroseeding shall be providing for the entire lot and any easement.
- Landscaping shall be "Florida Friendly".
- Plantings of shrubs and flowering plants to add variety to the setback areas re-encouraged.