

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

THE ADOPTION OF STANDARD OPERATING PROCEDURES TO IMPLEMENT CHAPTER 2025-172, LAWS OF FLORIDA, TO ALLOW AFFORDABLE HOUSING ON CERTAIN PROPERTY OWNED BY RELIGIOUS INSTITUTIONS

Resolution No. 2026- M-11

WHEREAS, in 2019, Mayor Jerry L. Demings launched the Housing for All Task Force (“Task Force”) to prioritize both short- and long-term strategies to address housing challenges in Orange County (“County”) and to identify a variety of tools to help expand the County’s supply of affordable housing; and

WHEREAS, the Task Force produced the Housing for All 10-Year Action Plan (“10 Year Action Plan”), which established four principal areas of focus: (1) removing regulatory barriers and introducing new policies, (2) creating new financial resources, (3) targeting areas of access and opportunity, and (4) engaging the community and industry to support comprehensive and sustainable housing solutions; and

WHEREAS, on June 23, 2025, Governor Ron DeSantis executed Ch. 2025-172, Laws of Florida, amending Sections 125.01055(6) and 166.04151(6), Florida Statutes, which authorizes local governments to allow affordable housing on property owned by religious institutions; and

WHEREAS, the new legislation does not impose a state mandate or preemption on local governments, but instead provides discretionary authority for local jurisdictions to promote affordable housing through locally established procedures, eligibility requirements, and development standards; and

WHEREAS, the County seeks to exercise this discretionary authority by establishing an administrative review process consistent with the state’s new legislation and the County’s 10 Year Action Plan; and

WHEREAS, the County recognizes that supporting faith-based organizations in the use of their property to address community needs reinforces their longstanding missions of service and community care; and

WHEREAS, the proposed document outlines an administrative review and approval process for projects developed under the new legislation and establishes eligibility criteria, compatibility requirements, and applicable development standards to ensure responsible development within Orange County.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

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

Section 2. Affordable Housing for Religious Institutional Lands Standard Operating Procedures. The Board hereby adopts the Affordable Housing for Religious Institutional Lands Standard Operating Procedures (the “Affordable Housing on Religious Institutional Lands SOPs”) as set forth in Appendix “A,” attached hereto and incorporated herein by reference, to accomplish the goals of Chapter 2025-172, Laws of Florida. The Board hereby directs that any project applications submitted pursuant to Chapter 2025-172, Laws of Florida, shall be handled in substantial compliance with the SOPs attached hereto.

Section 3. Form Land Use Restriction Agreement for Rental Units. The Board hereby adopts the form Land Use Restriction Agreement as set forth in Appendix "B," attached hereto and incorporated herein by reference, for Affordable Housing Rental Developments to accomplish the goals of the Ordinance. The Board hereby directs that such Land Use Restriction Agreement shall be in substantially the form attached hereto.

Section 4. Authority to Approve. The Board hereby authorizes the Director of Planning, Environmental, and Development Services, or authorized designee, to sign the Land Use Restriction Agreement described herein, provided such Agreements are identical to or in substantially the form shown in Appendix "B," attached hereto.

Section 5. Termination. This Resolution, together with the SOPs, shall expire upon the expiration of Chapter 2025-172, Laws of Florida. If the Florida Legislature amends the expiration date of Chapter 2025-172, Laws of Florida, this Resolution and the SOPs shall expire on the amended expiration date.

Section 6. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED THIS 10 DAY OF March, 2026.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
fd Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann Kline*
Deputy Clerk



Affordable Housing for Religious Institutional Lands (AHRIL) Program Guidelines

In 2019, Mayor Deming’s Housing for All Task Force initiative was launched to prioritize short and long-term solutions that address the housing crisis in Orange County and focused on prioritizing a variety of tools to increase the County’s affordable housing stock. The resulting Housing for All 10-year Action Plan (The Action Plan) has four principal focus areas: Remove Regulatory Barriers and Introduce New Policies; Create New Financial Resources; Target Areas of Access and Opportunity; and Engage the Community and Industry.

In 2025, the Governor approved Ch. 2025-172, Laws of Florida, amending Sections 125.0155(6) and 166.04151(6) to give local jurisdictions the ability to allow affordable housing on land owned by religious institutions which contain a house of public worship, including any contiguous parcels, regardless of underlying zoning.

The new law is not a state mandate or preemption. Instead, it grants local jurisdictions discretionary regulatory authority to promote affordable housing. Under the new law, each jurisdiction has the flexibility to set their own approval processes and to establish eligibility and development standards such as levels of affordability; appropriate density, setbacks/height, appropriate locational criteria, and more.

The intent of this document is to establish and outline a permissive tool under the statutory provisions for inclusion in the County’s Affordable Housing Toolbox.

This tool reflects the goals of The Action Plan and is intended to: Reduce regulatory barriers to unlock opportunities for affordable housing on properties owned by religious institutions in the County’s Urban Service Area, and allow more flexibility in site design; integrate affordable, attainable, and market rate housing by promoting infill development and incorporating affordable housing into areas traditionally limited to other uses; promote missing middle housing types by permitting a greater diversity of housing types than a parcel’s zoning or land use designation allowed; and support religious organizations’ capacity to fulfil their community focused mission.

The three sections of this document outline an administrative review and approval process for Affordable Housing on Religious Institutional Lands projects and detail the eligibility criteria, compatibility requirements, and applicable development standards.

Section #1 – Eligibility Criteria and Project Requirements

Affordable housing residential development, as described in this document, may be permitted on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201 (2) which contains a house of public worship.

The following criteria defines eligibility for the Affordable Housing on Religious Institutional Lands program. If a property does not meet these eligibility criteria it may be eligible to proceed through the standard development review processes.

Definition of Religious Institution

Any church, synagogue, or other established physical place for worship at which nonprofit religious services and activities are regularly conducted, as defined in Section 170.201(2), Florida Statutes.

Permitted Uses

- All residential uses (single family or multifamily by rental or owner).

Zoning Districts

- Permitted in any zoning district located within the Urban Service Area, including Planned Development Districts.

Project Area

- The area subject to the proposed residential development shall not exceed 10 acres in size. The overall parcel(s) may exceed said requirement (ex: a 20-acre property comprised of one or more qualifying tax parcels could include up to 10 acres, if permitted, dedicated for the proposed residential use).
- For the purposes of this program “contiguous property” shall mean “abutting property” as defined in Orange County Code. This includes property that is immediately adjacent to or contiguous to a property subject to this program, including property located directly across a road or public right-of-way.

Housing Types

- To the maximum extent possible, the project should prioritize Missing Middle housing as defined in Orange County’s Housing for All 10-Year Action Plan. Missing Middle housing aims to create diverse housing types that are compatible with existing neighborhoods. Missing Middle housing types include, but are not limited to, duplexes/triplexes/fourplexes, bungalow courts, small homes/lots, and townhouses.

Prohibited Areas

- The Affordable Housing on Religious Land resolution is not applicable to the following areas:
 - The Rural Service Area as defined in the Orange County Comprehensive Plan.
 - The following designations as identified on the Future Land Use Map: Industrial, Parks & Recreation/Open Space, Preservation, Rural Residential Enclaves.
 - Airport-impacted areas as provided in F.S. 333.03.
 - A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2).
 - Airport noise zone A and B as defined in Orange County Code Chapter 9.
(Residential uses are discouraged in Airport Noise Zone C. If the subject property is located within Zone C, see Orange County Code Sec. 9-604 for additional permitting requirements.)

Affordability Requirements

- All dwelling units must be deemed affordable as defined below, and consistent with the intent of Orange County's Housing for All 10-Year Action Plan.
- All proposed projects must obtain affordability certification through the Orange County Housing and Community Development Division.
- As defined, the program shall provide affordable rental and ownership units for the following income categories within Orange County:
 - Very low-income households (30 to 50 percent of the Area Median Income [AMI])
 - Low-income households (50 to 80 percent of AMI)
 - Moderate income households (80 to 120 percent of AMI)
- Implementation of these affordability requirements shall consider the provisions of section 166.04151, Florida Statutes, and comply with all applicable federal and state laws.

- Affordability for Rental Housing Projects:

- The owner may adjust the unit mix, provided that the income of all qualified renters does not exceed 80 percent of AMI, as updated annually, and the average income of renters in the project does not exceed 60 percent AMI.
- All affordable rental units shall remain affordable for a period of not less than 30 years and may be secured through a land use restriction agreement (LURA), except as otherwise required for development proposals submitted pursuant to sections 166.04151(6) and 166.04151(7)(a), Florida Statutes.

- **Affordability for Home Ownership projects**

- The income of qualified home buyers must not exceed 120 percent of AMI, as updated annually.
- Affordable ownership units shall remain affordable for a period of not less than 10 years, with initial affordability secured through Orange County's Down Payment Assistance Program Mortgage or Deed Restriction.

Affordable Housing Incentives

- AHRIL projects may be eligible for the certified affordable housing incentives, including but not limited to: impact fee discounts, expedited permitting, and reduced permit/utility connection fees . Contact AffordableHousing@ocfl.net for more information.

Education/Capacity Building

- To the extent possible, each religious institution submitting a proposal should participate in capacity building trainings and workshops offered by Orange County, either directly or through a vendor, to learn about the land development regulations, program requirements, and financial and organizational aspects of implementing an affordable housing project.

Land Ownership Requirements

- The religious institution must own the property at the time of application.
- The subject property, or an adjacent property owned by the same religious institution, must have a structure on it that serves as an established place of worship in the community/neighborhood. An established place of worship must have regular services offered and available to the public to attend; and the religious institution must have documented tax-exempt status.
- Following Orange County staff's review of the application, the property may be retained by the religious institution, leased or conveyed to an entity, or developed under any lawful ownership structure, including but not limited to, joint ventures, affiliated or mission-aligned entities, community land trusts, or partnerships with nonprofit, public, or for profit developers, provided that one or more of the following conditions are met:
 - The religious institution maintains a financial interest in the project (ex. 99-year lease on land; interest payments, etc.);
 - Long-term affordability requirements are met and secured through recorded covenants for each project;
 - The project demonstrates meaningful ties to the community-(i.e compatibility with surrounding uses; community outreach to secure tenants for rental projects or buyers for homeownership projects).

Development Allowances

○ Density

- Except as provided for below: The maximum density will be the maximum allowable under the property's Future Land Use (FLU) designation; For Commercial, Office and Institutional FLU designations, the maximum allowable density shall be 35 residential dwelling units per acre.
- Regardless of the properties FLU designation, if at least 50% of the proposed area for residential development scores 60 or higher on the Orange County Access & Opportunity Model*, then the maximum density will be 50 residential dwelling units per developable acre (*The Access & Opportunity Model is a locational analysis held in reference by the Orange County Planning Division).

○ Height

- For single-family detached development, the maximum building height shall be 35 ft. For other residential development, within 100 ft. of the property line abutting any single-family use the maximum height is the maximum height allowed within the subject property's existing zoning district. Beyond 100 ft., or for properties not adjacent to a single-family use, the maximum height permitted is 150% of the maximum height of the subject property's zoning district.

○ Parking Standards & Reductions

- For Single-family (attached or detached) development (1 dwelling per lot): 2 spaces / dwelling & 1 space / Accessory Dwelling Unit.
- For multi-family development (3 & more dwellings per lot): 1 space / studio & 1 bedroom unit. 1 ½ spaces / 2+ bedroom unit.
- Within ½ mile of a premium transit stop: an applicant may request up to a 50% reduction of minimum required parking.
- Additional reductions may be approved by Transportation Planning Division subject to submittal and review of a parking study.

- **General Development Standards** **See Section 3 - Zoning Guidelines below*
 - The applicable development standards are based on the least restrictive residential or mixed-use Zoning that is consistent with the property's FLU map designation. For example: If the property has Low Density Residential (LDR) FLU then the R-2 Zoning district standard will apply, and for Medium Density Residential (MDR) FLU the R-3 Zoning district standard will apply. In the event of conflict or ambiguity between the provisions set forth in the Orange County Code and those within this document, the standards in this document shall control.
 - If the property has no residential or mixed-use zoning districts consistent with the property's FLU map designation, then the R-3 zoning district standards will apply.
 - If a property is designated Planned Development then any approved residential standards as applicable to the project type (single-family/multi-family/townhome) within the PD will apply. If a PD standard related to height, parking, or open space/ISR conflicts with a standard specified in this document then the least restrictive standard will apply. If no residential uses are approved within the PD, the residential standards located in the PD Code (Chapter 38, Article VIII, Division 3) as may be amended will apply.
 - Development may also be subject to the provisions of chapter 38 and/or Chapter 34, but only to the extent that certain regulations, standards or procedures are not addressed herein.

- **Variances**

A variance under this resolution may be requested only if the applicant demonstrates a hardship unique to the property, subject to the criteria described in Orange County code Sec. 30-43. The variance must be necessary to enable and enhance the proposed affordable housing development. The variance application shall be submitted to the Board of Zoning Adjustment (BZA) and approved by the Board of County Commissioners (BCC), prior to the application for the affordable housing development being approved.

Section #2 – Review Requirements and Approval Procedures

1. Technical Review Group (TRG) Pre-application Meeting
 - A TRG pre-application meeting is required prior to submitting a Religious Institutional Lands Development Plan (RILDP). A pre-application meeting may be requested using the application found on the DRC Webpage:
 - <https://www.orangecountyfl.net/OpenGovernment/BoardsAndSpecialDistricts/DevelopmentReviewCommittee.aspx>

2. Submit IL DP Plan Set to the Development Review Committee (DRC) Office
 - The TRG/DRC application, along with an Orange County Affordable Housing Certification issued by the Housing and Community Development Division must be submitted to the DRC Office. Please reach out to DRC_help@ocfl.net for submittal instructions.
 - TRG/DRC applications can be found on the DRC Webpage.
 - Required plan elements can be found in the Development Plan (DP) Sufficiency Checklist.
 - Once the application is received, a project manager will be assigned.
 - Once the application is complete, the applicable County Commissioner shall be notified and the plan is added to the current Technical Review Group (TRG) review cycle.
 - Once the application is complete, an automated email is sent to the applicant directing coordination with the Housing and Community Development Division to begin the Land Use Restriction Agreement (LURA) process.

3. TRG Review
 - The initial TRG Review cycle is 30 calendar 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 applicant shall resubmit the updated plan via FastTrack. The resubmittal review cycle is 10 calendar days.
 - Once the TRG review deems the submittal compliant the case may proceed to the following step.

5. Land Use Restriction Agreement (LURA) Requirement
 - Following TRG staff review and approval, the application moves to “pending agreement” stage in LDMS/Fast Track.
 - A Land Use Restriction Agreement (LURA) will be required to bind the land for future development/redevelopment projects seeking administrative zoning under the Affordable Housing for Religious Institutional Lands program to secure the applicable affordability period.
 - Once the LURA is approved, executed, and recorded, the Orange County Housing and Community Development Division will notify the project manager of approval.

6. Administrative Approval

- The application will be sent to the Director of the Planning, Environmental, and Development Services Department, or their designee. The information provided to the Director includes a cover memo that confirms the application is sufficient and was reviewed by TRG staff, the application, reviewed plans, confirmation notice is posted on the property, and a copy of the LURA.
- The Director, or their designee, will review the materials and sign an approval letter confirming the project complies with Affordable Housing for Religious Institutional Lands Guideline Requirements. Once the letter is signed, the project manager updates the case status as “Approved”, uploads the signed letter into LDMS.
- An approval email will be sent to the applicant directing the applicant to submit a copy of the approval letter along with the subsequent building permits as part of the Building Permit submittal and review.

7. Building Permit submittal and review

- When submitting for building permits, the applicant will select “Permit a result of Religious Institutional Lands DRC process” in FastTrack.

Section 3 – Zoning Guidelines

Eligible Zoning Districts

Permitted in any zoning district, including Planned Development (PD) district.

Applicable Single Family (SF) and Multi-Family Residential (MFR) Development Regulations

Future Land Use Designation of subject property	Commercial (C), Office (O), and Institutional (INST)	Neighborhood Residential (NR), Neighborhood Activity Corridor (NAC), Neighborhood Center (NC)	Low Density Residential (LDR) Low-Medium Density Residential (LMDR)	Medium Density Residential (MDR) Medium High Density Residential (MHDR) and High Density Residential (HDR)	Activity Center Mixed Use (ACMU), Activity Center Residential (ACR) and, Any FLU with PD Zoning
Applicability	SF and MFR projects that meet AHRIL criteria in the Commercial, Office, and Institutional districts	SF and MFR projects that meet AHRIL criteria in the NR, NAC, or NC districts.	SF and MFR projects that meet AHRIL criteria in the Low and Low-Medium Density districts.	SF and MFR projects that meet AHRIL criteria in the Medium and Medium-High Density districts.	SF and MFR projects that meet AHRIL criteria in Planned Developments.
Prohibited Areas	<ul style="list-style-type: none"> The Rural Service Area as defined in the Orange County Comprehensive Plan. The following designations as identified on the Future Land Use Map: Industrial, Parks & Recreation/Open Space, Preservation, Rural Residential Enclaves. Airport-impacted areas as provided in F.S. 333.03. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2). Airport noise zone A and B as defined in Orange County Code Chapter 9. (Residential uses are discouraged in Airport Noise Zone C. If the subject property is located within Zone C, see Orange County Code Sec 9-604 for additional permitting requirements.) 				

Applicable *Single Family* (SF) Development Performance Standards

Future Land Use Designation of subject property	Commercial (C), Office (O), and Institutional (INST)	Neighborhood Residential (NR), Neighborhood Activity Corridor (NAC), Neighborhood Center (NC)	Low Density Residential (LDR) Low-Medium Density Residential (LMDR)	Medium Density Residential (MDR) Medium High Density Residential (MHDR) and High Density Residential (HDR)	Activity Center Mixed Use (ACMU), Activity Center Residential (ACR) and, Any FLU with PD Zoning
Applicable Standards	R-3 SF Standards Chapter 38, Article VI, Division 10	NR, NAC, or NC SF Standards as applicable	R-2 SF Standards Chapter 38, Article VI, Division 9	R-3 SF Standards Chapter 38, Article VI, Division 10	PD Residential Standards Ch. 38, Article VIII, Division 3
Min. lot area (sq. ft.)	4,500	4,500	4,500	4,500	Per standards in the approved PD as applicable to the project type. If a PD standard related to height, parking, or open space/ISR conflicts with a standard specified in this document then the least restrictive standard will apply. If no residential uses are approved within the PD then standard are per the PD Code, as may be amended.
Min. living area (sq. ft.)	1,000	1,000	1,000	1,000	
Min. lot width (feet)	45	45	45	45	
Min. front yard (feet)	20	20	20	20	
Min. rear yard (feet)	20	20	20	20	
Min. side yard (feet)	5	5	5	5	
Min. side street setback (feet)	15	15	15	15	
Normal High Water Elevation setback (feet)	50	50	50	50	
Max. building height	<ul style="list-style-type: none"> • Maximum 35 ft. unless otherwise allowed by code. 				
Open Space (as regulated by max. ISR)	<ul style="list-style-type: none"> • If the subject property is located within the Wekiva Study Area, development shall comply with the Wekiva open space requirements set forth in the Orange County Comprehensive Plan or as specified in an approved PD Land Use Plan for the property. 				

Applicable *Single Family* (SF) Development Performance Standards

Future Land Use Designation of subject property	Commercial (C), Office (O), and Institutional (INST)	Neighborhood Residential (NR), Neighborhood Activity Corridor (NAC), Neighborhood Center (NC)	Low Density Residential (LDR) Low-Medium Density Residential (LMDR)	Medium Density Residential (MDR) Medium High Density Residential (MHDR) and High Density Residential (HDR)	Activity Center Mixed Use (ACMU), Activity Center Residential (ACR) and, Any FLU with PD Zoning
	<ul style="list-style-type: none"> 75% (individual lot area) for detached SF and 80% for attached SF. 				75% (individual lot area) per Sec. 38-1252(b)(3) for detached and 80% per Sec. 38-1252(b)(2) for attached or as specified in the PD LUP.
Max. floor area ratio	N/A	NR – .40 per Sec. 38-1748(2)(a) NAC – 1.0 per Sec. 38-1741(2)(a) NC – 2.0 per Sec. 38-1734(2)(a)	N/A	N/A	N/A
Buffers and landscaping	See Chapter 15, Article VIII – Tree Protection & Removal and Chapter 24, Sec. 24-13 for minimum trees required per lot.	See Chapter 15, Article VIII – Tree Protection & Removal and Chapter 24, Sec. 24-13 for minimum trees required per lot; and as follows: NR – per Sec. 38-1748(7) NAC – per Sec. 38-1741(6) NC – per Sec. 38-1734(6)	See Chapter Article VIII – Tree Protection & Removal and Chapter 24, Sec. 24-13 for minimum trees required per lot.	See Chapter Article VIII – Tree Protection & Removal and Chapter 24, Sec. 24-13 for minimum trees required per lot.	Landscaping shall be provided per the requirements of Sec. 38-1233, chapter 24 Landscape, Buffering & Screening, and Chapter Article VIII – Tree Protection & Removal or as specified in PD LUP.
Parking	<ul style="list-style-type: none"> Single-family (1 dwelling per lot): 2 spaces / dwelling & 1 space / Accessory Dwelling Unit Within ½ mile of a premium transit stop: 50% reduction of minimum required parking. Additional reductions may be approved by Transportation Planning Division with the submittal of a parking study. 				
Maximum Density	<ul style="list-style-type: none"> The maximum density will be the maximum allowable under the property’s Future Land Use designation. For Commercial, Office and Institutional Future Land Use designations, the maximum allowable density will be 35 residential dwelling units per developable acre. Regardless of the properties FLU designation, if at least 50% of the proposed area for residential development scores 60 or higher on the Orange County Access & Opportunity Model*, then the maximum density will be 50 residential dwelling units per developable acre. 				

Applicable *Multi-Family (MF)* Development Performance Standards

Future Land Use Designation of subject property	Commercial (C), Office (O), and Institutional (INST)	Neighborhood Residential (NR), Neighborhood Activity Corridor (NAC), Neighborhood Center (NC)	Low Density Residential (LDR) Low-Medium Density Residential (LMDR)	Medium Density Residential (MDR) Medium High Density Residential (MHDR) and High Density Residential (HRD)	Activity Center Mixed Use (ACMU), Activity Center Residential (ACR) and, Any FLU with PD Zoning
Applicable Standards	R-3 MF Standards Chapter 38, Article VI, Division 10	NR, NAC, or NC MF Standards as applicable	R-2 MF Standards Chapter 38, Article VI, Division 9	R-3 MF Standards Chapter 38, Article VI, Division 10	PD Residential Standards Ch. 38, Article VIII, Division 3
Min. lot area (sq. ft.)	15,000	See section 38-1501, as may be amended.	15,000	15,000	Per standards in the approved PD as applicable to the project type. If a PD standard related to height, parking, or open space/ISR conflicts with a standard specified in this document then the least restrictive standard will apply. If no residential uses are approved within the PD then standards are per the PD Code, as may be amended.
Min. living area (sq. ft.)	500 per dwelling unit		500 per dwelling unit	500 per dwelling unit	
Min. lot width (feet)	85		85	85	
Min. front yard (feet)	20		20	20	
Min. rear yard (feet)	30		30	30	
Min. side yard (feet)	10 *30 where adjacent to SF.		10 *30 where adjacent to SF.	10 *30 where adjacent to SF.	
Min. side street setback (feet)	15		15	15	
Normal High Water Elevation setback (feet)	50		50	50	
Max. building height	<ul style="list-style-type: none"> Based on underlying zoning district. See Basic Site and Principal Building Requirements table in section 38-1501 for conventionally zoned properties and the PD Residential standards, Chapter 38, Article VIII, Division 3, for multi-family projects for PD properties. Within 100 ft. of the property line abutting any single-family use the maximum height is the maximum height allowed within the subject property's existing zoning district. Beyond 100 ft. or for properties not adjacent to a single-family use, the maximum height permitted is 150% of the maximum height of the zoning district. 				

Applicable *Multi-Family (MF)* Development Performance Standards

Future Land Use Designation of subject property	Commercial (C), Office (O), and Institutional (INST)	Neighborhood Residential (NR), Neighborhood Activity Corridor (NAC), Neighborhood Center (NC)	Low Density Residential (LDR) Low-Medium Density Residential (LMDR)	Medium Density Residential (MDR) Medium High Density Residential (MHDR) and High Density Residential (HRD)	Activity Center Mixed Use (ACMU), Activity Center Residential (ACR) and, Any FLU with PD Zoning
Open Space (as regulated by max. ISR)	<ul style="list-style-type: none"> If the subject property is located within the Wekiva Study Area, development shall comply with the Wekiva open space requirements set forth in the Orange County Comprehensive Plan. Maximum impervious coverage may not exceed 70% of the developable land area. 				
Max. floor area ratio	N/A	NR – .40 per Sec. 38-1748(2)(a) NAC – 1.0 per Sec. 38-1741(2)(a) NC – 2.0 per Sec. 38-1734(2)(a)	N/A	N/A	N/A
Building Separation	See Sec. 38-481(b) as applicable	N/A	See Sec. 38-456(b) as applicable	See Sec. 38-481(b) as applicable	N/A or as specified in the PD LUP
Max. Units per Building	N/A	NR – See section 38-1748(3)(a) as applicable NAC – N/A NC – N/A	See Sec. 38-456(c) as applicable	N/A	N/A or as specified in the PD LUP
Refuse or Solid Waste Areas	See Sec. 38-481(c)	N/A	See Sec. 38-456(d)	See Sec. 38-481(c)	See Sec 38-1256 or as specified in the PD LUP
Buffers and landscaping	Landscaping shall be provided per the requirements of Chapter 24 – Landscaping, Buffering, & Open Space and Chapter 15, Article VIII – Tree Protection & Removal	Landscaping shall be provided per the requirements of Chapter 24 – Landscaping, Buffering, & Open Space and Chapter 15, Article VIII – Tree Protection & Removal NR – per Sec. 38-1748(7) NAC – per Sec. 38-1741(6) NC – per Sec. 38-1734(6)	Landscaping shall be provided per the requirements of Chapter 24 – Landscaping, Buffering, & Open Space and Chapter 15, Article VIII – Tree Protection & Removal	Landscaping shall be provided per the requirements of Chapter 24 – Landscaping, Buffering, & Open Space and Chapter 15, Article VIII – Tree Protection & Removal	Landscaping shall be provided per the requirements of section 38-1233, Landscaping shall be provided per the requirements of Chapter 24 – Landscaping, Buffering, & Open Space and Chapter 15, Article VIII – Tree Protection & Removal or as specified in PD LUP.

Applicable *Multi-Family* (MF) Development Performance Standards

Future Land Use Designation of subject property	Commercial (C), Office (O), and Institutional (INST)	Neighborhood Residential (NR), Neighborhood Activity Corridor (NAC), Neighborhood Center (NC)	Low Density Residential (LDR) Low-Medium Density Residential (LMDR)	Medium Density Residential (MDR) Medium High Density Residential (MHDR) and High Density Residential (HRD)	Activity Center Mixed Use (ACMU), Activity Center Residential (ACR) and, Any FLU with PD Zoning
Parking	<ul style="list-style-type: none"> Single-family (1 dwelling per lot): 2 spaces / dwelling & 1 space / Accessory Dwelling Unit Multi-family (3 & more dwellings per lot): 1 space / studio & 1 bedroom unit. 1 ½ spaces / 2+ bedroom unit Within ½ mile of a premium transit stop: 50% reduction of minimum required parking. Additional reductions may be approved by Transportation Planning Division subject to submittal and review of a parking study. 				
Maximum Density	<ul style="list-style-type: none"> The maximum density will be the maximum allowable under the property’s Future Land Use designation. For Commercial, Office and Institutional Future Land Use designations, the maximum allowable density will be 35 residential dwelling units per developable acre. Regardless of the properties FLU designation, if at least 50% of the proposed area for residential development scores 60 or higher on the Orange County Access & Opportunity Model*, then the maximum density will be 50 residential dwelling units per developable acre. 				

After Recording Return to:
Orange County Housing and
Community Development Division
525 East South Street
Orlando, FL 32801

“APPENDIX B”

Parcel ID No(s): _____

(SPACE ABOVE THIS LINE FOR RECORDING)

**DECLARATION
OF COVENANTS AND RESTRICTIONS**

and

**LAND USE RESTRICTION AGREEMENT FOR AFFORDABLE MULTI-FAMILY RENTAL
DEVELOPMENT PURSUANT TO**

**CHAPTER 2025-172, LAWS OF FLORIDA, TO ALLOW
AFFORDABLE HOUSING ON CERTAIN PROPERTY OWNED BY
RELIGIOUS INSTITUTIONS**

for

[Project Name]

THIS DECLARATION OF COVENANTS AND RESTRICTIONS and LAND USE RESTRICTION AGREEMENT, hereinafter referred to as the “LURA”, is entered into by and between Orange County, Florida, a charter county and 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 Orange County, Florida, as legally described in **Exhibit “A,”** attached hereto and incorporated herein by reference, hereinafter referred to as the “Property”; and

WHEREAS, pursuant to Chapter 2025-172, Laws of Florida, the County has established an administrative review program to allow the development of affordable housing on property owned by a religious institution, including any contiguous parcel, where a house of public worship is located, provided that one hundred percent (100%) of the residential units qualify as affordable housing under Section 420.0004, Florida Statutes (the “Affordable Housing on Religious Institution Lands Program” or “AHRIL Program”); and

WHEREAS, the Owner desires to develop the Property in accordance with the provisions of the AHRIL Program and Chapter 2025-172, Laws of Florida; and

WHEREAS, Owner’s Property qualifies for the AHRIL Program since there is an active house of public worship with a contiguous parcel for development; and

WHEREAS, in compliance with previously mentioned provisions, the Owner agrees to restrict all residential units developed on the Property as affordable housing units in accordance with the affordability standards set forth herein; and

WHEREAS, for an affordable rental housing project, the Owner may adjust the unit mix, provided that: (a) the income of each qualified tenant household occupying an affordable rental unit does not exceed eighty percent (80%) of the Area Median Income (“AMI”), as updated annually by the United States Department of Housing and Urban Development; and (b) the average income of all tenant households occupying affordable rental units within the project, calculated on a project-wide basis, does not exceed sixty percent (60%) of AMI; and

WHEREAS, all affordable rental units shall be maintained as affordable housing for a period of not less than thirty (30) years, which affordability restrictions shall be secured by a recorded Land Use Restriction Agreement (“LURA”), except as otherwise required for development proposals submitted pursuant to Sections 166.04151(6) and 166.04151(7)(a), Florida Statutes; and

WHEREAS, the Owner and the County intend that the affordability restrictions set forth herein shall run with the land and be binding upon the Owner and all successors and assigns for the applicable affordability period, regardless of any sale, conveyance, or transfer 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, 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 Section 26 U.S.C. §62 of the Internal Revenue Code.
 - b. **“Affordable”** means that monthly rents and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the eligible household.
 - c. **“Affordable Unit”** or **“Affordable Units”** means those Dwelling Units within the Project that are Affordable to an Eligible Household in accordance with the terms of this Agreement. Affordable Units may be

floating units and are not required to be fixed to specific unit numbers, provided that 100 percent (100%) of units are affordable and affordability standards are met at all times.

d. **“Dwelling Units”** means the residential rental units within the Project, including Affordable Units and market-rate units. The Project is approved for no more than _____ (___) **Dwelling Units** (the “Maximum Number of Units”), of which **not less than one hundred percent (100%)** shall be Affordable Units, or such greater percentage as approved by the County.

e. **“Eligible Household”** means, for a rental housing project, one or more natural persons occupying an Affordable Unit whose total annual Adjusted Gross Income:

- (i) does not exceed eighty percent (80%) of AMI, of the median annual Adjusted Gross Income for households within Orange County; and
- (ii) is included in a Project such that the average income of all households occupying Affordable Units, calculated on a project-wide basis, does not exceed sixty percent (60%) of AMI.

f. **“Project”** means the **rental housing development** located on the Property for which the Owner has received site development approval from the County under Case No. _____, which Project is authorized pursuant to the Chapter 2025-172 and the County’s AHRIL Program. The Project shall consist solely of rental housing and shall not include homeownership units.

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 100 percent (100%) of the Dwelling Units as Affordable Units for rent exclusively to Eligible Households.

b. If the Project is constructed in phases, the number of Affordable Units for each phase shall be no less than 100 percent (100%) of the total Dwelling Units constructed for such phase.

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. Rents shall not exceed the 80 percent (80%) Area Median Income threshold which are determined in a manner consistent with Section 42 (g) (2) of the Internal Revenue Code of 1986, as amended. The Owner may alter the rents so long as the unit mix does not exceed 60 percent (60%) AMI across all units. The gross monthly rent shall not exceed 30 percent (30%) AMI of the imputed income limitation applicable to

such unit. Gross rents includes an allowance for utilities and therefore if the household pays for utilities (other than telephone and cable), such utility allowance is deducted from the maximum gross rent allowed in the unit.

5. AFFORDABILITY PERIOD.

a. The Affordability Period shall commence upon the date of the issuance of the first certificate of occupancy for the Project, and end after a period of no less than thirty (30) years. In the event the Project is to be developed in phases, the County’s Housing and Community Development Division (“Division”) may determine a completion date for each phase of the Project, in which case the thirty-year Affordability Period for the Affordable Units in that phase shall commence and conclude based on the phase-specific completion date.

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 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. The Owner shall, during the Affordability Period as defined herein, provide an Annual Report to the Division between January 1 and December 31 of each year. 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 requested by the County reasonably required to ensure compliance with this LURA.

8. MAINTENANCE OF THE PROPERTY, COMPLIANCE WITH APPLICABLE LAWS, AND INCORPORATION OF COUNTY POLICIES.

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. This Agreement shall be read in conjunction with and be subject to all applicable County regulations, policies, resolutions, and ordinances; such County regulations, policies, resolutions, and ordinances are incorporated herein by reference.

9. MONITORING AND INSPECTION. The Owner shall permit the County or its designee to inspect all records, 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 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 therefore 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.

11. ENFORCEMENT, NO WAIVER OF BREACH.

a. If the Owner violates any of the terms and condition of this LURA or a restriction set forth herein, and if such violation remains uncured for a period of thirty (30) days after written notice thereof, 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 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.

b. The County shall, in its sole discretion, have the right to terminate all approvals and acceptances granted by this Agreement in the event Applicant fails to comply with any of the terms and conditions of this Agreement. All approvals granted by this Agreement are conditioned upon the continued compliance with the terms of this Agreement.

c. Waiver of a breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenants or conditions; any failure of the County to enforce this LURA shall not be deemed a waiver of the right to do so thereafter.

d. In the event the County's Code is amended subsequent to the Effective Date of this LURA such that a violation of this LURA would be a violation of County Code, violations of this LURA may, at the election of the County, be enforced consistent with Chapter 11, Orange County Code, or as provided in Chapter 162, Parts I and II, of the Florida Statutes, which, among other remedies, would enable the County to impose fines or issue citations for noncompliance and to place liens on the Property.

12. RECORDATION, EFFECTIVE DATE AND DURATION.

a. The parties hereto agree that a fully executed original of this LURA, and any subsequent amendments hereto, shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida.

b. This LURA shall become effective upon the date of full execution by the authorized representative(s) of the Owner and the County (the “Effective Date”).

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, or in the event the Project is phased, until the termination of the Affordability Period for the final phase of the Project.

d. Upon conclusion of the Affordability Period, the covenants herein shall be deemed to have been satisfactorily complied with, unless documents properly and timely recorded with the Orange County Clerk of the Circuit Court indicate otherwise.

13. 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; provided, however, that no amendment may be made to this LURA that would cause it to be out of compliance with the AHRIL Program, or any other applicable law.

14. 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: Orange County
Housing and Community Development Division
525 East South Street
Orlando, FL 32801
Attn: Manager

COPY: Orange County
Planning, Environmental, and Development Services Department
201 S. Rosalind Ave, 2nd floor
Orlando, Florida 32802
Attn: Director

OWNER: _____

15. 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.

16. **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.
17. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the County and Owner and no right or cause of action shall accrue to or for the benefit of any third party.
18. **NO PARTNERSHIP OR AGENCY.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relations of principal/agent, employer/employee, or joint venture partnership between the parties.
19. **LAND USE APPROVALS.** This Agreement shall not be construed as granting, assuring, or in any way indicating any future grant of any land use, zoning, or density approvals, development approvals, permissions, or rights with respect to the Property.
20. **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.
21. **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 consistent with Orange County Administrative Regulation 2.24 (Digital / Electronic Signatures).
22. **APPLICABLE LAW.** The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida.

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

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____
 Planning, Environmental, and Development Services
 Director

Date: _____

“OWNER”

_____, a <state> <type of
entity>

BY: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public, by means of physical presence or online notarization this ___ day of ____, 20___, by _____, as _____ of _____, a _____, on behalf of said _____, who is personally known to me or has produced (type of identification) _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20___.

Notary Public

My Commission Expires:

Printed Name: _____

EXHIBIT A
Legal Description of the Property