

EXHIBIT 1

Prepared by and Return to:
Marcella Faucette
Pinellas County Housing & Community Development
440 Court Street, 2nd Floor
Clearwater, Florida 33756

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2024074899 03/26/2024 11:20 AM
OFF REC BK: 22745 PG: 592-595
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Property Appraiser's Parcel Identification No.
23-31-16-35082-024-0010

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions made this ____ day of _____, 2024, by WestCare GulfCoast-Florida, Inc. ("Grantor") and Pinellas County, a political subdivision of the State of Florida ("County").

WHEREAS, Grantor is the owner of that certain property located in Pinellas County, Florida and described in Exhibit "A", attached hereto and incorporated herein ("Property"), and

WHEREAS, Grantor has entered into a Community Development Block Grant Program Subaward Specific Performance Agreement (CD23WCMS), of even date, between Agency and County to rehabilitate the above described Property and desires to restrict it in accordance with U.S. Department of Housing and Urban Development ("HUD") regulations regarding the use of the Property as transitional housing to benefit low- and moderate-income homeless persons, and at least 51% of the persons benefitting from the activities operating at the Property shall be persons whose household income does not exceed 80% of the Area Median Income (AMI), as defined by HUD, and

WHEREAS, the County is accordingly the beneficiary of this restrictive covenant.

NOW, THEREFORE, to induce the County to provide funding to Grantor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. The Property shall be used, on a non-exclusive basis, to provide transitional housing to homeless persons. The Grantor shall ensure that at least 51% of the beneficiaries of the services provided are low- to moderate-income households whose income does not exceed 80% of AMI, as defined by HUD.

2. The restrictions herein shall remain in effect for a period of five (5) years beginning on October 1, 2024 ("Restricted Period") and shall run with the land.

3. The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the Grantor, its successors, assigns, and all subsequent owners of the Property or any interest therein, during the Restricted Period. The Grantor shall expressly reference the conditions and covenants of this restrictive covenant on any deed or other instrument conveying ownership interest in the Property. Notwithstanding, however, if all or any part of the Property or an interest therein is sold or transferred, the County may, in its sole discretion, and in addition to all other remedies provided in law or equity, require Grantor to reimburse to the County the unamortized balance of any CDBG funds provided under an agreement between Grantor and County, dated _____, and following such payment this Declaration of Restrictions shall no longer bind the Property following confirmation that such payment has been received. In addition, any holder of a mortgage lien on the Property shall have the option to reimburse to the County the unamortized balance of any CDBG funds provided under an agreement between Grantor and County, dated _____, and following such payment this Declaration of Restrictions shall no longer bind the Property following confirmation that such payment has been received.

4. Grantor covenants that no lease, sale or title transfer to any third party shall occur prior to giving the County a Ninety (90) day written notice; provided, however, the foregoing limitation shall not apply to any transfer of title resulting from a foreclosure of the Property nor to any refinancing of the Property pursuant to which Grantor grants a mortgage lien to a third-party lender.

5. This Declaration of Restrictions shall be governed by and construed in accordance with the law of the State of Florida.

6. It is expressly agreed that this Declaration of Restrictions shall be binding upon and shall be deemed to run with the land and shall bind and inure to the benefit of the successors and assigns of both parties.

7. Grantor covenants and represents that on the date of execution of this Declaration of Restrictions that Grantor is seized of the Property in fee simple and has good right to create, establish, and impose these restrictive covenants on the use of the Property.

-----THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-----
[Signature Pages and Exhibits to Follow]

IN WITNESS WHEREOF, Agency has executed this Restrictive Covenant the day and year first above written.

AGENCY:

By: 

Print: Frank Rabbito

Title: COO

WITNESS:

Sign 

Print: Pamela Ungary

WITNESS:

Sign 

Print: Diana Alvarez Mendez

STATE OF FLORIDA
COUNTY OF PINELLAS

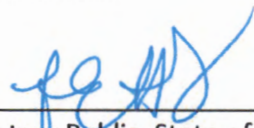
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2023 by Frank Rabbito, of WestCare GulfCoast-Florida, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Personally Known ☒ OR
Produced Identification _____
Type of Identification Produced _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Francia E. Hoyos

Print Name:


Notary Public, State of Florida

(Notary Seal)

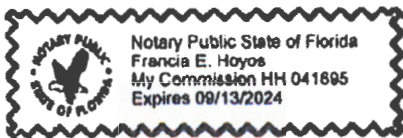


EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, AND 3, BLOCK 24, HALL'S CENTRAL AVENUE SUBDIVISION NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 39, PUBLIC RECORDS OF PINELLAS COUNTY.

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 26 day of March, 2024.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By Doria Hines
Deputy Clerk