

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# 2022271667 09/07/2022 02:13 PM
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Property Appraiser's Parcel Identification No.
13/31/16/00000/340/0600

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions made this 1st day of September, 2022, 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")

WHEREAS, Grantor has entered into a Community Development Block Grant Subaward Specific Performance Agreement, 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 for an emergency shelter to benefit low- and moderate-income persons, and at least 51% of the persons benefitting from the activities operating at the Property shall be for homeless persons whose household income does not exceed 80% of the Area Median Income, 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 emergency shelter 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 Area Median Income, as defined by HUD.

2. The restrictions herein shall remain in effect for a period of thirteen (13) years beginning on October 1, 2022 ("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 8/22/2022, 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 8/22/2022, 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: [Signature]
Print: Frank C. Rabbito
Title: COO

WITNESS:

Sign [Signature]
Print: Deborah Dunson

WITNESS:

Sign [Signature]
Print: Ashley Strickland

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of September, 2022 by Frank Rabbito, COO, of Westcare Gulfcoast-Florida, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Personally Known X OR
Produced Identification _____
Type of Identification Produced

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

[Signature]
Print Name:
Ronda K Lieberman
Notary Public, State of Florida

(Notary Seal)



Ronda K. Lieberman
Notary Public
State of Florida
Comm# HH103761
Expires 3/29/2025

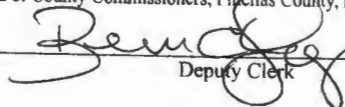
EXHIBIT A

Beginning 50 feet North of the Southwest corner of the SE ¼ of the SW ¼ of Section 13, Township 31 South, Range 16 East, Pinellas County, Florida, run East 250 feet for Point of Beginning; thence East 75 feet, thence North 242 feet, thence West 75 feet, thence South 242 feet to Point of Beginning; and; Beginning at a point 175 feet East of the Southwest corner of the SE ¼ of the SW ¼ of Section 13, Township 31 South, Range 16 East, Pinellas County, Florida; thence run North 192 feet for a Point of Beginning; thence East 75 feet, thence North 100 feet, thence West 75 feet, thence South 100 feet to the Point of Beginning

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 2nd day of September, 20 22

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

By



Deputy Clerk

