

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

Property Appraiser's Parcel Identification No.
23-31-16-35082-024-0010

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

This First Amendment to the 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 at 2510 Central Avenue, St. Petersburg, FL 33712, in Pinellas County, Florida, herein ("Property"), which is further known as:

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.

WHEREAS, Grantor has entered into a First Amendment to 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 **January 1, 2025** ("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 3/20/2024, as amended, 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 3/20/2024, as amended, 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.

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[Signature Pages and Exhibits to Follow]

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

AGENCY: WestCare GulfCoast-Florida, Inc.
a Florida 501c3 Not-for-Profit Corporation

By: _____

Name: Frank Rabbito

Title: COO

Address: 8800-49th Street North, Suite 402
Pinellas Park, FL 33782

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **August 2024**, by **Frank Rabbito, COO, WestCare GulfCoast-Florida, Inc.**, a Florida 501c3 Not-for-Profit Corporation, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)