



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.:

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of this agenda item will satisfy the \$251,165.46 mortgage debt owed by AAF and create restrictions on their property through December 31, 2024, in exchange for the satisfaction of mortgage.

**C. Departmental Fiscal Review:** Shairette Major 1-26-12  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature] 2/3/12  
 OFMB  
 2/1/12

[Signature] 2/3/12  
 Contract Development and Control  
 2-6-12 B. Wheeler

**B. Legal Sufficiency:**

[Signature] 2/7/12  
 Senior Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**Background and Justification:** (Continued from Page 1)

On April 15, 1997, the County entered into an Agreement (R97-485D) with AAF to fund \$500,000 in State Housing Initiatives Partnership funds for the acquisition of 32 of the 40 units at the aforesaid address. An additional \$400,000 from another funding source was used to supplement the County's funds to enable the full acquisition of the 40 units at the property.

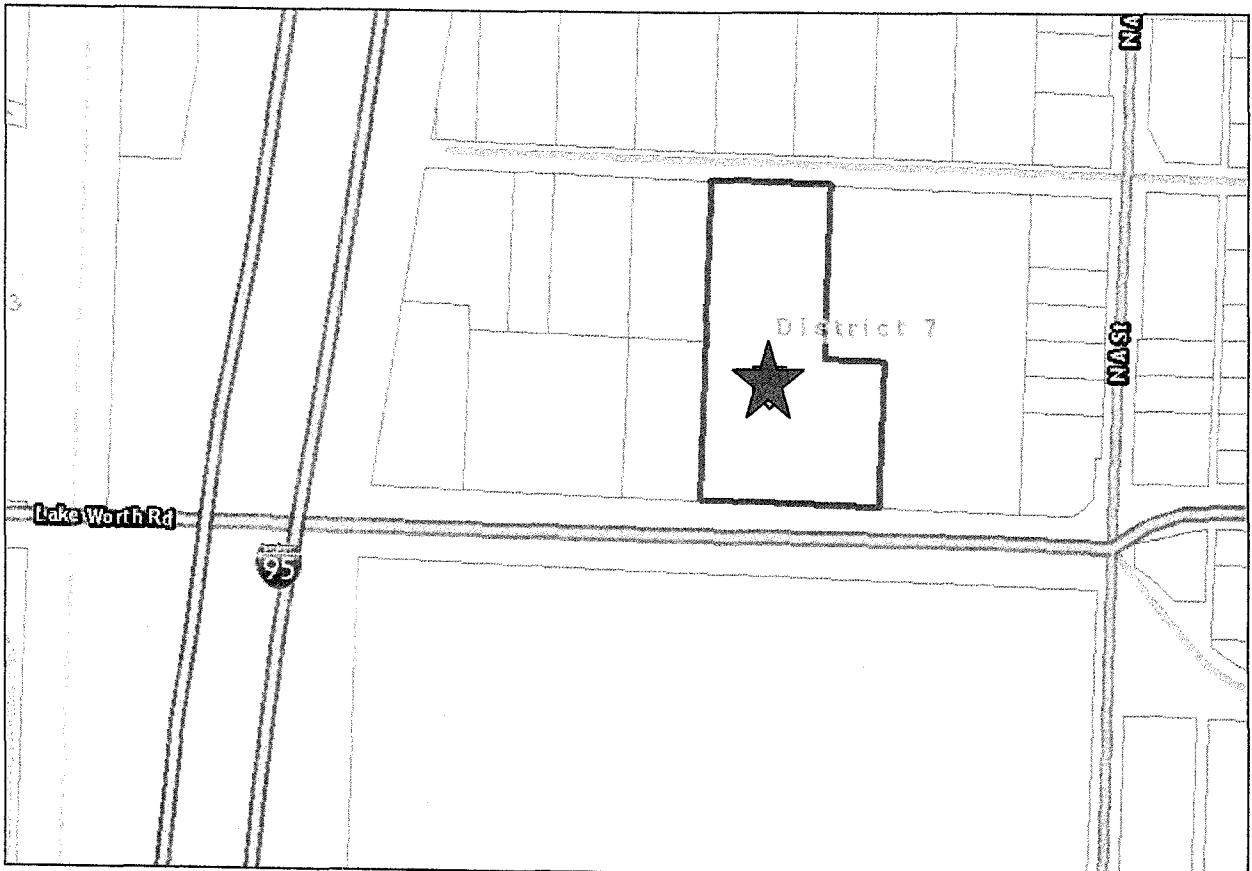
The property is occupied by homeless families with children assisted under Project SAFE II. Project SAFE II serves families whose head of household has a physical, mental or emotional impairment which impedes their ability to live independently. AAF also works with resident children to boost self-esteem and to address possible consequences of being a homeless child. In addition, resident children have access to Project GROW, an after-school program located adjacent to Project SAFE II, which offers tutoring, peer support, therapeutic groups, physical recreation, and other services to school-aged children. Providing free aftercare for these children allows parents the opportunity to pursue educational and occupational goals while their children receive comprehensive services. AAF provides parents substance abuse support, parenting classes, individual mental health services, therapeutic groups, and nutrition classes.

LOCATION MAP



1736 Lake Worth Road, Lake Worth, FL 33460

North





**Return to:**  
Palm Beach County  
Housing & Community Development  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406  
Prepared by: Tammy Fields,  
Senior Assistant County Attorney

### DECLARATION OF RESTRICTIONS

The undersigned, Adopt-A-Family of the Palm Beaches, Inc., a Florida not-for-profit corporation, having its principal office at 1712 2<sup>nd</sup> Avenue North, Lake Worth, FL 33460 (hereinafter referred to as "Declarant", which term as used in every instance herein shall include Declarant's successors and assigns), for the property described below, does hereby grant to Palm Beach County Board of County Commissioners (the "County") the following restrictions against the subject property, hereinafter referred to as the Property, and described as:

**Condominium Parcels 1 through 8, inclusive, Building 1;  
Condominium Parcels 1 through 8, inclusive, Building 2;  
Condominium Parcels 1 through 8, inclusive, Building 3;  
Condominium Parcels 1 through 8, inclusive, Building 4; and  
Condominium Parcels 1 through 8, inclusive, Building 5;  
LUCERNE AVENUE GARDEN CONDOMINIUM, a  
condominium, according to the Declaration of  
Condominium thereof, as recorded in Official Record Book  
3324, Page 1126, and any amendments thereof; together  
with an undivided interest in the common elements declared  
in said Declaration of Condominium to be an appurtenance  
to the above described unit; said instruments being  
recorded and said land situate, lying and being in Palm  
Beach County, Florida.**

1. Declarant executed a Mortgage and Security Agreement (the "Mortgage") in favor of the County on May 6, 1999, which was recorded in Official Records Book 11109, Page 1168, in the office of the Clerk of the Circuit Court of Palm Beach County, State of Florida, and which secured a certain note in the principal sum of Four Hundred and Twenty Four Thousand Two Hundred and Eighty Six and 00/100 Dollars (\$424,286.00).
2. The balance owed by the Declarant to the County on said Mortgage on this date is Two Hundred Fifty One Thousand One Hundred Sixty Five and 46/100 Dollars (\$251,165.46), which the Declarant wishes to transfer to this Declaration of Restrictions (the "Declaration").
3. In consideration of the receipt of a Satisfaction of Mortgage from the County releasing the Declarant of its obligations as set forth in the Mortgage, Declarant hereby grants the County this Declaration to secure the aforementioned sum of Two Hundred Fifty One Thousand One Hundred Sixty Five and 46/100 Dollars (\$251,165.46) and expressly agrees to the restrictions against the Property contained herein and agrees to comply with and to perform all of the terms and conditions of this Declaration.
4. This Declaration replaces the Mortgage in seniority and relates back to the May 14, 1999, recording date of said Mortgage.
5. The restrictions created by this Declaration shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and executed with the same formalities as this document.

ATTACHMENT 3

6. Declarant hereby covenants and agrees that beginning this date, and for a period up to, and including, December 31, 2024, to use the Property for supportive housing, that is, to use all forty (40) dwelling units located on the Property such that:

- Each dwelling unit permanently houses a person or family whose head of household has a physical, mental or emotional impairment which impedes their ability to live independently, and where such person or family is homeless or at risk of homelessness; and
- Each dwelling unit is rented to a tenant at an affordable rate such that the tenant pays no more than 30%-50% of household income towards rent; and
- Each tenant has a lease, or similar form of occupancy agreement, and where there are no limits on the length of tenancy as long as the tenant abides by the conditions of the lease or agreement; and
- Each tenant is provided voluntary access to a flexible and comprehensive array of on-site or off-site supportive services or programs such as medical and wellness, mental health, substance use management and recovery, vocational and employment, money management, coordinated support (case management), life skills, parenting classes, tutoring, peer support, therapeutic groups, nutrition classes, household establishment, and tenant advocacy; and
- The use of supportive services or programs is not a condition of ongoing tenancy.

7. The Declarant shall in connection with the lease or sale of the Property comply with all federal, state and local Fair Housing laws.

8. The Declarant agrees in regard to the use of the Property that up to, and including, December 31, 2024:

- (a) The Declarant may not change the use, or discontinue the use, of the Property (including the beneficiaries of such use) from the use described in Section 6 above unless the Declarant obtains the County's prior permission to do so prior to any such change or discontinuation is use.
- (b) If the Declarant determines that it is appropriate to change the use of the Property to a use which does not qualify under Section 6 above, or to discontinue use of the Property, it may retain or dispose of the Property for such use if the County is reimbursed in the amount of Two Hundred Fifty One Thousand One Hundred Sixty Five and 46/100 Dollars (\$251,165.46).
- (c) Following the reimbursement of CDBG funds by the Declarant to the County pursuant to Section 8(b) above, the Property will then no longer be subject to these restrictions, and the County shall then release these restrictions as described above.

In the event of any proposed sale, conveyance or transfer of the subject property, the Declarant must obtain approval of the County. Any approved sale or conveyance of the subject property by the Declarant will be contingent upon the receipt of the payment by the County in accordance with the provisions of Section 8(b) above, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

9. The Declarant agrees to notify the County of any liens, judgements or pending foreclosure on the subject property within five (5) working days of the receipt of said notice by the Declarant.

10. The Declarant acknowledges and covenants that the provisions specified below constitute a default under this Declaration for which there may be a forfeiture of the Declarant's title to the Property:

- (a) Failure of the Declarant to perform any covenant, agreement, term, or condition contained herein.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, at its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the

property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

11. If the Declarant fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration, the County shall have the right to file in court of competent jurisdiction an action for:

- (a) Forfeiture of all the Declarant's right, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration; and
- (b) Collection of due and unpaid real estate taxes, assessments, charges and penalties for which the Declarant is obligated to pay.

In addition to any remedy set forth herein the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant written notice of the default complained of which such notice shall be given to the Declarant at their address shown above. The Declarant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

12. Declarant shall submit to the County once each year a report detailing the Declarant's compliance with the terms of this Declaration of Restrictions.

13. Declarant relinquishes all rights to alter, amend, modify, or release these covenants prior to, and including, December 31, 2024.

Executed this 25 day of January, 2012

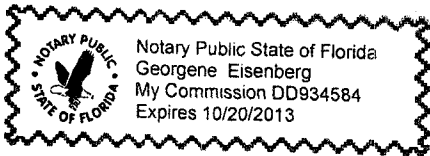
**ADOPT-A-FAMILY OF THE  
PALM BEACHES, INC.**

By: Tequisha Myles  
Tequisha Myles, Chair

(AGENCY SEAL ABOVE)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of January, 2012, by Tequisha Myles, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: Georgene Eisenberg

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida