

Agenda Item #: **31-2**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	December 4, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Housing and Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: the following documents:

- A) Certificate of Award for Developer Affordable Rental Housing Units to Georgian Gardens Apartments, LLC, under the Impact Fee Affordable Housing Assistance Program (IFAHAP);
- B) Certificate of Award for Developer Affordable For-Sale Housing Units (\$7,451.10) to HFHSPBC CLT, Inc., f/k/a Habitat for Humanity of South Palm Beach County Community Housing and Land Trust, Inc., d/b/a Heartfelt Florida Housing of South Palm Beach County Community Land Trust, Inc. (HFHSPBC), under IFAHAP; and
- C) Certificate of Award for Developer Affordable For-Sale Housing Units (\$29,804.40) to HFHSPBC under IFAHAP.

Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached documents have been executed on behalf of the Board of County Commissioners (BCC) by the Mayor in accordance with Agenda Items 4B-2 and 5B-2 as approved by the BCC on December 5, 2017, and September 12, 2017, respectively. The Certificate of Award for Developer Affordable Rental Housing Units awarded \$235,290.68 in IFAHAP assistance associated with the construction of 87 apartments. The two (2) Certificates of Award for Developer Affordable For-Sale Housing Units awarded \$37,255.50 in IFAHAP assistance associated with the construction of five (5) single-family homes. These executed documents are now being submitted to the BCC to receive and file. **IFAHAP funds are from interest earned by the Impact Fee Fund. District 7 (JB)**

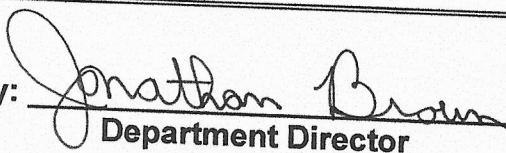
Background and Justification: A) On December 5, 2017 (Agenda Item 4B-2), Georgian Gardens Apartments, LLC, was awarded \$235,290.68 in IFAHAP assistance associated with the construction of 87 apartments to be known as Georgian Gardens Apartments. The project is located at 4330 Community Drive in West Palm Beach. IFAHAP requires that these units be rented to households with incomes at no more than 140% of Area Median Income (AMI).

B and C) On September 12, 2017 (Agenda Item 5B-2), Habitat for Humanity of South Palm Beach County, Inc., was awarded \$52,799.28 in IFAHAP assistance associated with the construction of seven (7) single-family homes at various sites in Boynton Beach and Lantana. On June 19, 2018 (Agenda Item 31-2), HFHSPBC was approved as a replacement entity to receive the assistance awarded to Habitat for Humanity of South Palm Beach County, Inc. In that HFHSPBC holds title to five (5) of the original homes only, they were able to receive \$37,255.50 of the original award for these homes. The awarded amount was made available by means of two (2) Certificates of Award for Developer Affordable For-Sale Housing Units with one providing \$7,451.10 in assistance and the other providing \$29,804.40 in assistance. IFAHAP requires that these units be sold to households with incomes at no more than 140% of AMI.

Attachment(s):

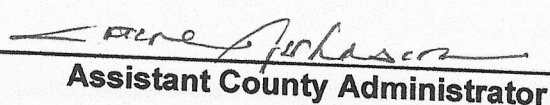
- 1. Certificate of Award for Developer Affordable Rental Housing Units to Georgian Gardens Apartments, LLC
- 2. Certificate of Award for Developer Affordable For-Sale Housing Units to HFHSPBC (\$7,451.10)
- 3. Certificate of Award for Developer Affordable For-Sale Housing Units to HFHSPBC (\$29,804.40)

Recommended By:


Department Director

11/6/18
Date

Approved By:


Assistant County Administrator

11/27/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget?


Does this Item include the use of Federal funds? Yes X No
Yes No X

Fund Dept Unit Object Program Code/Period

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

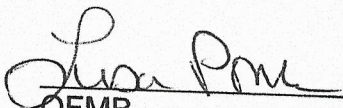
*No Additional Fiscal Impact

C. Departmental Fiscal Review:

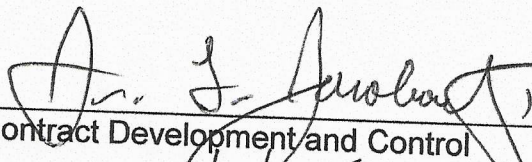

Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

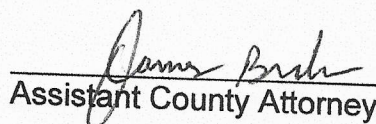
A. OFMB Fiscal and/or Contract Development and Control Comments:


OFMB 11/14/18

11/18


Contract Development and Control 11/21/18

B. Legal Sufficiency:


Assistant County Attorney 11/27/18

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

PALM BEACH COUNTY
IMPACT FEE AFFORDABLE HOUSING ASSISTANCE PROGRAM

CERTIFICATE OF AWARD
FOR DEVELOPER AFFORDABLE RENTAL HOUSING UNITS

This Certificate is awarded on SEP - 6 2018, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County") to **GEORGIAN GARDENS APARTMENTS, LLC**, a Florida Limited Liability Company, whose Federal I.D. number is 82-1852643 (the "Developer"). This Certificate is awarded pursuant to funding approval by the Palm Beach County Board of County Commissioners on December 5, 2017, at which time authority was delegated to the Mayor to execute this Certificate.

The Developer may present this Certificate to the Palm Beach County Impact Fee Coordinator under the Impact Fee Affordable Housing Assistance Program (the "IFAHAP") to receive a credit of \$12,500.16 towards the payment of Public Buildings Impact Fees, a credit of \$1,692.96 towards the payment of Zone 2 Park Impact Fees, and a credit of \$221,097.56 towards the payment of Zone 2 Road Impact Fees associated with the construction of eighty-seven (87) affordable rental housing units in a housing development to be known as Georgian Gardens Apartments.

In exchange for the acceptance of this Certificate and the receipt of the aforementioned credits from the County towards the payment of impact fees associated with Georgian Gardens Apartments, the Developer expressly agrees to comply with, and to perform, all of the terms contained in the below enumerated Conditions of Issuance.

Furthermore, in exchange for the receipt of the aforementioned credit from the County towards the payment of impact fees associated with Georgian Gardens Apartments, the Developer also agrees to execute and deliver to the County a Declaration of Restrictions for Developer Affordable Rental Housing Units, attached hereto and made a part hereof, and to comply with the terms contained therein.

This Certificate, if not used for the purposes set forth herein, shall expire one (1) year from the date of funding approval for the Georgian Gardens Apartments project by the Palm Beach County Board of County Commissioners, that is, on December 5, 2018.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: Melissa McKinlay
Melissa McKinlay, Mayor

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: James Brako
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard, Deputy Director

CONDITIONS OF ISSUANCE

1. Organization Status: Developer is a Florida Limited Liability Company duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein.

2. Housing To Be Constructed: At the time of issuance of this Certificate to the Developer, the Developer has represented to the County that the Developer owns that certain real property (hereinafter "Property") located in Palm Beach County, Florida, as more particularly described in Attachment 1 to Exhibit A, attached hereto and made a part hereof. The Developer shall construct no fewer than eighty-seven (87) rental housing units on the Property, together with ancillary improvements, all of which shall be known as Georgian Gardens Apartments (hereinafter "Project"). All aforesaid rental housing units shall be "Affordable Rental Housing Units" affected by these Conditions of Issuance and the Declaration of Restrictions referenced herein. Each of the aforesaid Affordable Rental Housing Units shall be the unit tenant's home under the limits of a signed lease document. None of the Affordable Rental Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.

3. Declaration of Restrictions: The Developer shall, in exchange for the receipt of this Certificate deliver to the County a fully executed Declaration of Restrictions for Developer Affordable Rental Housing Units, attached hereto and made a part hereof, as Exhibit A, and shall comply with the terms contained therein.

4. Building Permits: Developer shall obtain all building permits for the construction of the Project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, that is, no later than December 5, 2018.

5. Certificates of Occupancy and Initial Lease: Developer shall obtain certificates of occupancy from the building department with jurisdiction over the Project for all Affordable Rental Housing Units at the Project and initially lease all such units within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, that is, no later than December 5, 2021.

6. Affordability of Rental Housing Units: Developer shall, for a period of twenty (20) years from the date of execution of the Declaration of Restrictions, lease each of the aforesaid eighty-seven (87) Affordable Rental Housing Units to a household whose gross income, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time the unit is first occupied, and thereafter, at any time a new tenant occupies the unit. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

Developer shall, for the aforesaid twenty (20) year period, lease each of the aforesaid Affordable Rental Housing Units at an Affordable Rental Rate such that the sum of the

actual monthly rent paid by the tenant of an Affordable Rental Housing Unit plus the cost of tenant paid utilities does not exceed the rent limit for households at one hundred and forty percent (140%) of AMI as shown for Palm Beach County in the Income Limits and Rent Limits chart published by the Florida Housing Finance Corporation from time to time for its Multifamily Rental Programs - Except HOME and SHIP and fixed according to the number of bedrooms. Tenant paid utilities including gas, water/sewer, electric, and garbage shall be based on the current utility allowances from the HUD Utility Schedule Model. (Should publication of the Multifamily Rental Programs -- Except HOME and SHIP or the HUD Utility Schedule Model be discontinued, then the County shall designate an alternative source of information).

The above rental rate requirement shall apply to all initial leases with tenants, as well as all subsequent leases and lease renewals.

7. Records to be Maintained by Developer: Developer shall, for each tenant that is leased any of the Affordable Rental Housing Units at the Project, maintain a file that, at a minimum, contains the following:

- An application-for-lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the unit and their household characteristics, and the household income they have disclosed.
- Documentation evidencing the Developer's verification of the applicant's household income and a computation sheet demonstrating the Developer's determination of the applicant's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
- A copy of the AMI showing the HUD income levels in effect at the time the initial lease is signed.
- A computation sheet demonstrating that in every initial lease, every subsequent lease, and every lease renewal, the rent is at an Affordable Rental Rate as defined herein.
- An original of each executed lease with the applicant/tenant identifying the apartment number and the rental rate. Developer shall utilize leases which require parents to be held legally and financially liable for the acts of their children in the apartment complex and which allow management to terminate the lease of any household where a household member is engaged in illegal or criminal activity or where a household member is engaged in anti-social behavior which denies the project's residents or area residents the quiet and peaceful enjoyment of their homes or businesses.
- Should the Developer elect to utilize criminal background information in the screening of prospective tenants or the retention/termination of tenants, the Developer must develop and implement tenant selection policies which comply

with HUD guidance on the use of criminal background information.

Tenant selection/retention/termination shall not:

- (i) Exclude persons from housing based on records of arrests not resulting in conviction
- (ii) Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine production and registered sex offender); and
- (iii) Be utilized to intentionally discriminate against protected classes of persons.

Tenant selection/retention/termination shall:

- (i) Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
 - (ii) Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
 - (iii) Consider the nature, severity, and recency of the criminal offense;
 - (iv) Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; tenant history before and/or after the criminal conduct; and rehabilitation efforts; and
 - (v) Be applied equally among all classes of protected persons.
- Any other documentation evidencing the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable Rental Housing Units.

8. Right to Audit and Access to Records: Developer shall maintain ongoing records related to each tenant at the Project, and shall maintain all tenant records for at least five (5) years after the end of each tenancy. The County shall have the option, but not the obligation, to verify the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable Rental Housing Units. The County may, at its sole discretion, inspect or audit all tenant and owner records, and the Developer shall provide the County access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours at the Developer's place of business.

Palm Beach County has established the Office of Inspector General in Palm Beach

County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9. Public Records: Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Developer: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Developer shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Developer is specifically required to:

- Keep and maintain public records required by the County to perform services as provided in this Certificate.
- Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Developer further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Developer does not transfer the records to the public agency.
- Upon completion of the requirements set forth in this Certificate the Developer shall transfer, at no cost to the County, all public records in possession of the Developer unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the requirements set forth in this Certificate, the Developer shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the requirements set forth in this Certificate, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically by the Developer must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Developer to comply with the requirements of this article shall be a material breach of this Certificate. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Developer acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CERTIFICATE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

10. Certification and Reporting Requirements: Developer shall within thirty (30) days of each anniversary date of the Declaration of Restrictions for Developer Affordable Rental Housing Units, provide the County an annual report in the form of an affidavit executed by a person authorized to bind the Developer. Each such affidavit shall contain the following:

- A certification that the Developer is in compliance with the requirements of the Declaration of Restrictions for Developer Affordable Rental Housing Units and the Certificate for the Project.
- Evidence of having obtained all building permits for the project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- Evidence of having completed construction of all Affordable Rental Housing Units at the Project and obtained their certificates of occupancy from the building department with jurisdiction over the Project and evidence that all such units have been initially occupied by households as specified herein within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- A certification listing all Affordable Rental Housing Units at the Project by unit number and bedroom size. This certification shall for each such unit include the lease date, the tenant's annual household income, the number of unit occupants, and the monthly rent amount for each unit.

Developer shall submit the Annual Report to:

Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

11. Non-Discrimination: The Developer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Furthermore, Developer shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property, nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

12. Exclusion of Third Party Beneficiaries: No provision herein is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party named herein, including but not limited to any citizen or employees of the County and/or the Developer.

13. Advertising/Marketing: Developer shall include the County logo in all marketing materials for the Project. During the period of the construction of the Project, the County shall have the right to install and maintain on the Property one or more signs identifying the County, or to be identified on such signs installed by others, as one of the entities participating in the development of the project. Sign or signs will be provided by the County and erected at Developer's expense.

14. Governing Law: The laws of the State of Florida shall govern the interpretation and enforcement of the terms contained herein and the venue shall be in Palm Beach County.

EXHIBIT A

Return to:

Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: James Brako,
Assistant County Attorney

**DECLARATION OF RESTRICTIONS
FOR DEVELOPER AFFORDABLE RENTAL HOUSING UNITS**

The undersigned, Georgian Gardens Apartments, LLC, having its principal office at 315 S. Biscayne Blvd, 4th Floor, Miami, FL 33131, (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, in consideration for the receipt of a Certificate of Award for Developer Affordable Rental Housing Units (the "Certificate"), dated _____, under Palm Beach County's Impact Fee Affordable Housing Assistance Program (hereinafter referred to as "IFAHAP") and the receipt of a credit valued at Two Hundred and Thirty-Five Thousand Two Hundred and Ninety and 68/100 Dollars (\$235,290.68) towards the payment of road, park, and public buildings impact fees as provided by Palm Beach County a political subdivision of the State of Florida (the "County"), does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, which is more fully described in Attachment 1 attached hereto and made a part hereof.

1. The restrictions contained in this Declaration of Restrictions for Developer Affordable Rental Housing Units (the "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/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document. Notwithstanding the foregoing, this Declaration shall terminate upon the foreclosure by the First Mortgage Holder (as hereinafter defined) without any further liability for the First Mortgage Holder.

2. In consideration for the receipt of the Certificate and its associated credit of \$235,290.68 towards the payment of Public Buildings Impact Fees, Zone 2 Park Impact Fees, and Zone 2 Road Impact Fees, the Declarant hereby covenants and agrees as follows:

- (a) To comply with the Conditions of Issuance contained in the Certificate referenced herein.
- (b) To construct no fewer than eighty-seven (87) rental housing units on the Property, together with ancillary improvements, all of which shall be known as Georgian Gardens Apartments (the "Project"). All aforesaid rental housing units shall be "Affordable Rental Housing Units" affected by the restrictions and conditions of this Declaration, and by those contained in the Certificate referenced herein. Each of the aforesaid Affordable Rental Housing Units shall be the unit tenant's home under the limits of a signed lease document. None of the Affordable Rental Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.
- (c) For a period of twenty (20) years from the date hereof (the "Compliance Period"), the Declarant agrees:
 - (i) To obtain all building permits for the construction of the Project from the building department with jurisdiction over the Project no later than December 5, 2018.
 - (ii) To obtain certificates of occupancy from the building department with jurisdiction over the Project for all Affordable Rental Housing Units at

the Project and initially lease all such units no later than December 5, 2021.

- (iii) To then lease each of the aforesaid eighty-seven (87) Affordable Rental Housing Units to a household whose gross incomes, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time the unit is first occupied, and thereafter, at any time a new tenant occupies the unit. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
- (iv) To lease each of the herein described Affordable Rental Housing Units at an affordable rental rate such that the sum of the actual monthly rent paid by the tenant of Affordable Rental Housing Unit plus the cost of tenant paid utilities does not exceed the rent limit for households at one hundred and forty percent (140%) of AMI as shown for Palm Beach County in the Income Limits and Rent Limits chart published by the Florida Housing Finance Corporation from time to time for its Multifamily Rental Programs -- Except HOME and SHIP and fixed according to the number of bedrooms. Tenant paid utilities including gas, water/sewer, electric, and garbage shall be based on the current utility allowances from the HUD Utility Schedule Model. (Should publication of the Multifamily Rental Programs -- Except HOME and SHIP or the HUD Utility Schedule Model be discontinued, then the County shall designate an alternative source of information).

The above rental rate requirement shall apply to all initial leases with tenants, as well as all subsequent leases and lease renewals.

- (d) To submit annual reports to the County as outlined in the Certificate detailing the Declarant's compliance with the terms of the Certificate and this Declaration.
- (e) To maintain its records as provided for in the Certificate.
- (f) Not to discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property.

3. Declarant has secured a loan to construct the Project in an amount up to \$15,000,000 from SunTrust Bank, or its successors (the "First Mortgage Holder"), which loan has been secured by a separate mortgage encumbering the Property (the "First Mortgage"). Declarant has also secured a separate loan from SunTrust Bank, for the completion of the Project, which loan shall be used to refinance the existing First Mortgage and convert it to a permanent loan in an amount up to \$4,400,000 to be secured by an amended and restated mortgage, thereby retaining the first lien position. Declarant has also secured a separate loan in an amount up to \$607,500 from the City of West Palm Beach for the completion of the Project, which loan shall be secured by a separate mortgage encumbering the Property (the "Second Mortgage"). The lien created by this Declaration shall be senior to all other liens, encumbrances, and mortgages on the Property except the lien created by the First Mortgage and the Second Mortgage, and except any other liens expressly recognized by the County in writing.

4. The Declarant shall pay, or cause to be paid, all taxes due while the Property is in its possession, and the Declarant shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration except for the lien created by the First Mortgage, and except for any other liens expressly recognized by the County in writing. The Declarant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Declarant agrees to notify the County of any liens, judgments or pending

foreclosure on the Property within five (5) working days of the receipt of said notice by Declarant.

5. Should Declarant change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from affordable rental housing, or should the Declarant sell, convey or transfer title to the Property prior to the end of the Compliance Period, then the Declarant shall pay the County an amount equal to the IFAHAP Repayment Amount as defined herein.

In the event of any proposed sale, conveyance or transfer of the Property prior to the end of the Compliance Period, the Declarant must obtain approval of the County. Any approved sale or conveyance of the Property by the Declarant will be contingent upon the receipt of the payment by the County in accordance with the above provisions, 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.

6. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained herein, or in the Certificate referenced herein, shall constitute a default under this Declaration. The Declarant further acknowledges and covenants that a default under the First Mortgage, under any senior mortgage to this Declaration, or under any subordinate mortgage to this Declaration, shall constitute a default under this Declaration.

In the event of 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 herein. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the County's satisfaction.

If the Declarant fails, neglects, or refuses to perform any of the provisions, terms and conditions set forth herein, or in the Certificate, or fails to cure any breach of this Declaration or the Certificate within the period set forth above after the County provides notice to the Declarant as set forth above, the County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which the County may have hereunder or under the law by reason of such default or breach, elect to exercise any one of the following remedies:

- (a) Declare due from Declarant immediately upon demand an amount equal to the IFAHAP Repayment Amount as defined herein.
- (b) Declare due from Declarant immediately upon demand a penalty of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per Affordable Rental Housing Unit per quarter where such default exists which penalty shall accrue from the date the default commenced. The Declarant shall pay said amount within ten (10) calendar days after the thirty (30) calendar day cure period specified above, and then on the first day of each quarter thereafter.

If the Declarant shall fail to pay any of the above amounts, the County shall have the right to file in a court of competent jurisdiction an action for collection of due and unpaid amounts and penalties which the Declarant is obligated to pay hereunder.

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, and upon the Declarant's failure to cure the default to the County's satisfaction, the County may, from time to time, 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 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. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County cures any default. The First Mortgage Holder shall have the right but not the obligation to cure any default and the County shall accept such cure as if made by Declarant.

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. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County exercises any remedy under this provision. The First Mortgage Holder shall have the right but not the obligation to cure any default and the County shall accept such cure as if made by Declarant.

7. The IFAHAP Repayment Amount shall be calculated as the sum of the amount secured by the Declaration plus three percent (3%) of said amount per year (or partial year) commencing with the recording date of this Declaration in the Public Records of Palm Beach County, Florida, plus \$1,500.

Upon receipt of the IFAHAP Repayment Amount by the County, the County shall issue the Declarant a release of restrictions removing the lien of this Declaration from the property.

8. All notices from the Declarant to the County and the County to the Declarant, and as otherwise required or permitted by any provision of this Declaration shall be in writing and sent by registered or certified mail and addressed as follows:

To County: Board of County Commissioners
c/o Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

To Declarant: Georgian Gardens Apartments, LLC
315 S. Biscayne Blvd, 4th Floor
Miami, FL 33131
Attention: Tony Del Pozzo

To First Mortgage Holder: SunTrust Bank
CRE Atlanta Middle Office
Attn: Middle Office Hub Team Lead
Mail Code: GA-Atlanta-0081
1155 Peachtree Street, N.E., Suite 300
Atlanta, GA 30309

And

SunTrust Bank
Mail Code FL - Orlando – 2075
7th Floor
200 S. Orange Ave.
Orlando, FL 32801
Attention: Lesli D. Carroll

Such addresses may be changed by each party by written notice to the other parties.

9. The Declarant shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Declarant shall deliver this Declaration to the Director of the Department of Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Witnesses:

GEORGIAN GARDENS APARTMENTS, LLC,
a Florida Limited Liability Company

Name: _____

By: Georgian Gardens Apartments Manager, LLC
a Florida Limited Liability Company
its Manager

Signature:

Name: _____

By: _____
Tony Del Pozzo, Vice President

Signature:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of, _____, 20__, by Tony Del Pozzo, Vice President of Georgian Gardens Apartments Manager, LLC, a Florida Limited Liability Company, as the Manager of Georgian Gardens Apartments, LLC, a Florida Limited Liability Company, who is personally known to me, or who has produced _____ as identification.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 24; THENCE RUN SOUTH 88 DEGREES 33 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 354.46 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET (80 FEET WIDE AS NOW LAID OUT AND IN USE); THENCE SOUTH 88 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 590.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 33 MINUTES 34 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1949.86 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 06 DEGREES 55 MINUTES 58 SECONDS, A DISTANCE OF 235.93 FEET; THENCE NORTH 84 DEGREES 30 MINUTES 28 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTH, HAVING A RADIUS OF 1869.86 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 01 DEGREES 51 MINUTES 15 SECONDS, A DISTANCE OF 60.51 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 24, A DISTANCE OF 282.66 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 34 SECONDS WEST, A DISTANCE OF 523.22 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 44 DEGREES 00 MINUTES 16 SECONDS EAST, A DISTANCE OF 90.76 FEET; THENCE NORTH 23 DEGREES 26 MINUTES 27 SECONDS EAST, A DISTANCE OF 170.58 FEET TO THE POINT OF BEGINNING.

PALM BEACH COUNTY
IMPACT FEE AFFORDABLE HOUSING ASSISTANCE PROGRAM

CERTIFICATE OF AWARD
FOR DEVELOPER AFFORDABLE FOR-SALE HOUSING UNITS

AUG 28 2018

This Certificate is awarded on _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County") to **HFHSPBC CLT, Inc., f/k/a Habitat for Humanity of South Palm Beach County Community Housing and Land Trust, Inc., d/b/a Heartfelt Florida Housing of South Palm Beach County Community Land Trust, Inc.**, a Florida not-for-profit corporation, whose Federal I.D. number is 27-2803038 (the "Developer"). This Certificate is awarded pursuant to funding approval by the Palm Beach County Board of County Commissioners on September 26, 2017, at which time authority was delegated to the Mayor to execute this Certificate.

The Developer may present this Certificate to the Palm Beach County Impact Fee Coordinator under the Impact Fee Affordable Housing Assistance Program (the "IFAHAP") to receive a credit of \$170.54 towards the payment of Public Buildings Impact Fees and a credit of \$7,280.56 towards the payment of Zone 4 Road Impact Fees associated with the construction of one (1) affordable for-sale housing unit to be located at 741 NW 2nd Street, in Boynton Beach and which is more fully described herein.

In exchange for the acceptance of this Certificate and the receipt of the aforementioned credits from the County towards the payment of impact fees associated with the aforementioned affordable housing unit, the Developer expressly agrees to comply with, and to perform, all of the terms contained in the below enumerated Conditions of Issuance.

Furthermore, in exchange for the receipt of the aforementioned credit from the County towards the payment of impact fees associated with the aforementioned affordable housing unit, the Developer also agrees to execute and deliver to the County a Declaration of Restrictions for Developer Affordable For-Sale Housing Units, attached hereto and made a part hereof, and to comply with the terms contained therein.

This Certificate, if not used for the purposes set forth herein, shall expire one (1) year from the date of funding approval for the aforementioned affordable housing unit by the Palm Beach County Board of County Commissioners, that is, on September 26, 2018.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: Melissa McKinlay
Melissa McKinlay, Mayor

By: N/A
Deputy Clerk

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: James Brako
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard, Deputy Director

CONDITIONS OF ISSUANCE

1. Organization Status: Developer is a Florida not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein.

2. Housing Constructed: At the time of issuance of this Certificate to the Developer, the Developer has represented to the County that the Developer owns that certain real property (hereinafter "Property") located in Palm Beach County, Florida, as more particularly described in Attachment 1 to Exhibit A, attached hereto and made a part hereof, and as evidenced by a Warranty Deed recorded on November 30, 2017, in Official Records Book 29497, at Page 193, of the Public Records of Palm Beach County, Florida. The Developer has constructed one (1) single family for-sale housing unit on the Property together with ancillary improvements (hereinafter "Project"). The aforesaid for-sale housing unit shall be an "Affordable For-Sale Housing Unit" affected by these Conditions of Issuance and the Declaration of Restrictions referenced herein. The aforesaid Affordable For-Sale Housing Unit has been sold by the Developer to Ebenson Bristol and Elizabeth Fuller and it shall be the unit owner's principal place of residence and the underlying land has been leased by the Developer to the afore said pursuant to a Ground Lease dated April 30, 2018, and a Memorandum of Ground Lease recorded on May 10, 2018, in Official Records Book 29844, at Page 240, of the Public Records of Palm Beach County, Florida. The For-Sale Housing Unit may not be used for transitional housing, for emergency shelters, nor for other non-permanent housing.

3. Declaration of Restrictions: The Developer shall, in exchange for the receipt of this Certificate deliver to the County a fully executed Declaration of Restrictions for Developer Affordable For-Sale Housing Units (the "Declaration"), attached hereto and made a part hereof, as Exhibit A, and shall comply with the terms contained therein. The Developer shall, in exchange for the receipt of this Certificate, also obtain the consent and acknowledgement of Ebenson Bristol and Elizabeth Fuller to encumbrance of the Property by said Declaration as contained therein.

4. Building Permits: Developer has obtained all building permits for the construction of the Project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, which has occurred no later than September 26, 2018.

5. Certificates of Occupancy: Developer has obtained a certificate of occupancy from the building department with jurisdiction over the Project for the Affordable For-Sale Housing Unit and has sold such unit within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, which has occurred no later than September 26, 2021.

6. Affordability of For-Sale Housing Unit: Developer has sold the aforesaid Affordable For-Sale Housing Unit to Ebenson Bristol and Elizabeth Fuller whose gross household income, adjusted for family size, was no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time of sale. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

The Affordable For-Sale Housing Unit, at the time of sale, was affordable to Ebenson Bristol and Elizabeth Fuller such that their total cost of the mortgage principal plus interest, real estate taxes, property insurance, homeowner association fees and land lease, calculated on a monthly basis, did not exceed thirty five percent (35%) of their gross monthly household income.

7. Deed Restrictions for Affordable For-Sale Housing Unit: Developer shall place the deed restrictions shown in the Declaration in Public Records of Palm Beach County, Florida.

8. Records to be Maintained by Developer: Developer has for Ebenson Bristol and Elizabeth Fuller, as the purchaser, and shall, for future purchasers of the Affordable For-Sale Housing Unit, maintain a file that, at a minimum, contains the following:

- An application-for-purchase, signed and dated by the prospective purchaser, identifying the household members that intend to occupy the unit and their household characteristics, and the household income they have disclosed.
- A contract for purchase and sale for the purchaser.
- Documentation evidencing the Developer's verification of the prospective purchaser's household income and a computation sheet demonstrating the Developer's determination of the prospective purchaser's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
- A copy of the AMI showing the HUD income levels in effect at the time the unit is sold.
- Documentation evidencing the Developer's verification of the prospective purchaser's mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees.
- A computation sheet demonstrating that the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the purchaser at the time of sale.
- Original closing documents for each sale.
- Should the Developer elect to utilize criminal background information in the screening of purchasers, the Developer must develop and implement purchaser selection policies which comply with HUD guidance on the use of criminal background information.

Purchaser selection of Ebenson Bristol and Elizabeth Fuller, has not, nor shall the selection of future purchasers:

- (i) Exclude persons from housing based on records of arrests not resulting in conviction;
- (ii) Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine production and registered sex offender); and
- (iii) Be utilized to intentionally discriminate against protected classes of persons.

Purchaser selection of Ebenson Bristol and Elizabeth Fuller, has, and the selection of future purchasers shall:

- (i) Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
- (ii) Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
- (iii) Consider the nature, severity, and recency of the criminal offense;
- (iv) Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; and rehabilitation efforts; and

(v) Be applied equally among all classes of protected persons.

- Any other documentation evidencing the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units.

9. Right to Audit and Access to Records: Developer shall maintain ongoing records related to the purchaser and shall maintain all purchaser records for at least five (5) years after the date of sale of the Affordable For-Sale Housing Unit. The County shall have the option, but not the obligation, to verify the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units. The County may, at its sole discretion, inspect or audit all purchaser records, and the Developer shall provide the County access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours at the Developer's place of business.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10. Public Records: Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Developer: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Developer shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Developer is specifically required to:

- Keep and maintain public records required by the County to perform services as provided in this Certificate.
- Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Developer further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Developer does not transfer the records to the public agency.
- Upon completion of the requirements set forth in this Certificate the Developer shall transfer, at no cost to the County, all public records in possession of the Developer unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the requirements set forth in this Certificate, the Developer shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the requirements set forth in this Certificate, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically by the Developer must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Developer to comply with the requirements of this article shall be a material breach of this Certificate. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Developer acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CERTIFICATE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

11. Certification and Reporting Requirements: Developer shall within thirty (30) days of each anniversary date of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units, provide the County an annual report in the form of an affidavit executed by a person authorized to bind the Developer. Each such affidavit shall contain the following:

- A certification that the Developer is in compliance with the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units and the Certificate for the Project.
- Evidence of having obtained all building permits for the Project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- Evidence of having completed construction of the Affordable For-Sale Housing Unit and obtained its certificate of occupancy from the building department with jurisdiction over the Project and evidence that such unit has been initially occupied by a household as specified herein within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- A certification for the Affordable For-Sale Housing Unit that has been sold. This certification shall include the address of the unit, the purchaser's annual household income, the number of unit occupants, and the purchaser's mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, provided on a monthly basis as established on the date of sale. (The Developer may discontinue submission of this information after the Affordable For-Sale Housing Unit has been initially sold.)

Developer shall submit the Annual Report to:

Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

12. Non-Discrimination: The Developer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Furthermore, Developer shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property, nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status,

familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

13. Exclusion of Third Party Beneficiaries: No provision herein is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party named herein, including but not limited to any citizen or employees of the County and/or the Developer.

14. Advertising/Marketing: Developer shall include the County logo in all marketing materials for the Project. During the period of the construction of the Project, the County shall have the right to install and maintain on the Property one or more signs identifying the County, or to be identified on such signs installed by others, as one of the entities participating in the development of the project. Sign or signs will be provided by the County and erected at Developer's expense.

15. Governing Law: The laws of the State of Florida shall govern the interpretation and enforcement of the terms contained herein and the venue shall be in Palm Beach County.

EXHIBIT A

Return to:

Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: James Brako,
Assistant County Attorney

**DECLARATION OF RESTRICTIONS
FOR DEVELOPER AFFORDABLE FOR-SALE HOUSING UNITS**

The undersigned, **HFHSPBC CLT, Inc., f/k/a Habitat for Humanity of South Palm Beach County Community Housing and Land Trust, Inc., d/b/a Heartfelt Florida Housing of South Palm Beach County Community Land Trust, Inc.**, a Florida not-for-profit corporation, having its principal office at 181 SE 5th Avenue, Delray Beach, FL 33483, (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, in consideration for the receipt of a Certificate of Award for Developer Affordable For-Sale Housing Units (the "Certificate"), dated _____, 20____, under Palm Beach County's Impact Fee Affordable Housing Assistance Program (hereinafter referred to as "IFAHAP") and the receipt of a credit valued at Seven Thousand Four Hundred Fifty One and 10/100 Dollars (\$7,451.10) towards the payment of road and public buildings impact fees as provided by Palm Beach County a political subdivision of the State of Florida (the "County"), does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, which is more fully described in Attachment 1 attached hereto and made a part hereof.

1. The restrictions contained in this Declaration of Restrictions for Developer Affordable For-Sale Housing Units (the "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/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

2. In consideration for the receipt of the Certificate and its associated credit of \$7,451.10 towards the payment of Public Buildings Impact Fees and Zone 4 Road Impact Fees, the Declarant hereby covenants and agrees as follows:

- (a) To comply with the Conditions of Issuance contained in the Certificate referenced herein.
- (b) The Declarant has constructed one (1) single family for-sale housing unit on the Property, together with ancillary improvements (the "Project"). The aforesaid for-sale housing unit shall be an "Affordable For-Sale Housing Unit" affected by the restrictions and conditions of this Declaration, and by those contained in the Certificate referenced herein.
- (c) The Declarant has obtained all building permits for the construction of the Project from the building department with jurisdiction over the Project which has occurred no later than September 26, 2018.
- (d) The Declarant has obtained certificates of occupancy from the building department with jurisdiction over the Project for the Affordable For-Sale Housing Unit which has occurred no later than September 26, 2021.
- (e) The aforesaid Affordable For-Sale Housing Unit has been sold by the Declarant as specified herein and all future sales of the Affordable For-Sale Housing Unit shall be as specified herein.

- (f) The Affordable For-Sale Housing Unit is now, and shall at all times be, the unit owner's principal place of residence. The For-Sale Housing Unit may not at any time be used for transitional housing, for emergency shelters, nor for other non-permanent housing.
- (g) The Affordable For-Sale Housing Unit has been sold by the Developer to a household whose gross income, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time of sale. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
- (h) The Developer Affordable For-Sale Housing Unit has been sold by the Developer such that, at the time of sale, the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance, homeowner association fees and the land lease, calculated on a monthly basis, did not exceed thirty five percent (35%) of the gross monthly household income of the purchaser's household.
- (i) These restrictions shall be deemed a covenant running with the land described herein and are binding upon the title holder of such land, and the owner of the housing unit and improvements thereon, for a period of fifteen (15) years from the date hereof.
- (j) The Declarant shall include, or shall cause to be included, the following restrictions and conditions in the deed or other instrument or document used for future conveyances of the Affordable For-Sale Housing Unit:
 - i. This property shall only be sold to, and occupied by, a homeowner in accordance with the Declaration of Restrictions for Developer Affordable For-Sale Housing Units recorded in ORB ___ Page ___ of the Public Records of Palm Beach County, Florida.
 - ii. This property may only be used for residential purposes as the housing unit's owner principal place of residence as evidenced by a local homestead exemption.
 - iii. These restrictions may not be transferred to another property and these restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
 - iv. These restrictions, unless released by Palm Beach County as provided above, shall be included in every subsequent deed or other instrument or document used to convey title to this property as well as every subsequent deed or other conveyance instrument or document used for future conveyances of the Affordable For-Sale Housing Unit and shall renew for a period of fifteen (15) years from the date of every such conveyance of the Affordable For-Sale Housing Unit.
 - v. The housing unit and the improvements on this property may only be sold, conveyed or transferred to a successor owner whose gross household income, at the time of sale, conveyance or transfer, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income as determined by the Palm Beach County Department of Housing and Economic Sustainability. Area Median Income shall be the most recent area median income published by the U. S. Department of Housing and Urban Development for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

- vi. The housing unit and the improvements on this property may only be sold, conveyed or transferred to a successor owner such that the successor owner's total cost of the mortgage principal plus interest, real estate taxes, property insurance, homeowner association fees and land lease, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the successor owner as determined by the Palm Beach County Department of Housing and Economic Sustainability.
- (k) To submit annual reports to the County as outlined in the Certificate detailing the Declarant's compliance with the terms of the Certificate and this Declaration.
- (l) To maintain its records as provided for in the Certificate.
- (m) Not to discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property.

3. The Property is encumbered by a mortgage in the amount of \$247,500 (the "First Mortgage") in favor of Habitat for Humanity of South Palm Beach County, Inc., or its successors (the "First Mortgage Holder"). The lien created by this Declaration shall be senior to all other liens, encumbrances, and mortgages on the Property except the lien created by the First Mortgage, and except any other liens expressly recognized by the County in writing.

4. The Declarant shall pay, or cause to be paid, all taxes due while the Property is in its possession, and the Declarant shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration except for the lien created by the First Mortgage, and except for any other liens expressly recognized by the County in writing. The Declarant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Declarant agrees to notify the County of any liens, judgments or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Declarant.

5. Should Declarant change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from affordable for-sale housing, then the Declarant shall pay the County an amount equal to the IFAHAP Repayment Amount as defined herein.

6. Declarant shall not sell, convey or transfer title to the Property without the prior approval of the County, or in violation of the provisions, terms, and conditions set forth herein.

7. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained herein, or in the Certificate referenced herein, shall constitute a default under this Declaration. The Declarant further acknowledges and covenants that a default under the First Mortgage, under any senior mortgage to this Declaration, or under any subordinate mortgage to this Declaration, shall constitute a default under this Declaration.

In the event of 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 herein. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the County's satisfaction.

If the Declarant fails, neglects, or refuses to perform any of the provisions, terms and conditions set forth herein, or in the Certificate, or fails to cure any breach of this Declaration or the Certificate within the period set forth above after the County provides notice to the Declarant as set forth above, the County may at any time thereafter, with or

without notice or demand and without limiting any other right or remedy which the County may have hereunder or under the law by reason of such default or breach, declare due from Declarant immediately upon demand an amount equal to the IFAHAP Repayment Amount as defined herein.

If the Declarant shall fail to pay the above amount, the County shall have the right to file in a court of competent jurisdiction an action for collection of due and unpaid amount and penalties which the Declarant is obligated to pay hereunder.

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, and upon the Declarant's failure to cure the default to the County's satisfaction, the County may, from time to time, 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 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. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County cures any default.

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. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County exercises any remedy under this provision.

8. In the event the Declarant is in default hereunder, then the Declarant shall pay the County the IFAHAP Repayment Amount which shall be calculated as the sum of the amount secured by this Declaration plus three percent (3%) of said amount per year (or partial year) commencing with the recording date of this Declaration in the Public Records of Palm Beach County, Florida, plus \$1,500.

Upon receipt of the IFAHAP Repayment Amount by the County, the County shall issue the Declarant a release of restrictions removing the lien of this Declaration from the affected Affordable For-Sale Housing Units.

For the household who has purchased this Affordable For-Sale Housing Unit from the Declarant and for subsequent households who have purchased this Affordable For-Sale Housing Unit, the IFAHAP Repayment Amount shall be the amount secured by this Declaration and such amount shall be paid to the County in the event of the purchaser household's voluntary withdrawal from the IFAHAP or in the event of such household's default under the deed restrictions stated herein.

9. All notices from the Declarant to the County and the County to the Declarant, and as otherwise required or permitted by any provision of this Declaration shall be in writing and sent by registered or certified mail and addressed as follows:

To County: Board of County Commissioners
c/o Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

To Declarant: HFHSPBC CLT, Inc.
181 SE 5th Avenue
Delray Beach, FL 33483

To First Mortgage Holder: Habitat for Humanity of South Palm Beach County, Inc.
181 SE 5th Avenue
Delray Beach, FL 33483

Such addresses may be changed by each party by written notice to the other parties.

10. The Declarant shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Declarant shall deliver this Declaration to the Director of the Department of Housing and Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Witnesses:

HFHSPBC CLT, INC.
a Florida not-for-profit corporation

Name: _____

Signature:

By: _____
Jeremy Ahwee, President

Name: _____

Signature:

STATE OF FLORIDA
COUNTY OF PALM BAECH

The foregoing instrument was acknowledged before me this ____ day of, _____, 20__, by Jeremy Ahwee, as President of HFHSPBC CLT, Inc., who is personally known to me, or who has produced _____ as identification.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

**CONSENT TO DECLARATION OF RESTRICTIONS
AND
ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

HFHSPBC CLT, Inc., f/k/a Habitat for Humanity of South Palm Beach County Community Housing and Land Trust, Inc., d/b/a Heartfelt Florida Housing of South Palm Beach County Community Land Trust, Inc. (hereinafter "Lessor") is the owner of title to the property described in Attachment 1 hereto and referred to as the Property.

The undersigned, Ebenson Bristol and Elizabeth Fuller, husband and wife, (hereinafter "Lessees"), entered into a Ground Lease with Lessor dated April 30, 2018, and a Memorandum of Ground Lease dated April 25, 2018, and recorded on May 10, 2018, in Official Records Book 29844, at Page 240, of the Public Records of Palm Beach County, Florida.

Lessees, pursuant to the afore stated Ground Lease and Memorandum of Ground Lease, have leased the land underlying the Property from Lessor and have purchased the housing unit and improvements thereon from Lessor.

Lessor wishes to receive a credit valued at Seven Thousand Four Hundred Fifty One and 10/100 Dollars (\$7,451.10) towards the payment of road and public buildings impact fees from Palm Beach County under its Impact Fee Affordable Housing Assistance Program in exchange for which Lessor wishes to encumber the Property with this Declaration of Restrictions for Developer Affordable For-Sale Housing Units (the "Declaration").

Lessees acknowledge that they understand and agree to the terms and conditions contained in the Declaration and hereby join and consent to the lien set forth in the Declaration to which this Consent to Declaration of Restrictions and Acknowledgement of Terms and Conditions is attached.

By: _____
Ebenson Bristol

By: _____
Elizabeth Fuller

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of, _____, 20 __, by Ebenson Bristol and Elizabeth Fuller, who are personally known to me, or who have produced _____ as identification.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOT 186, BLOCK C, BOYNTON HILLS, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 4, PAGE 51 , OF THE PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA

PALM BEACH COUNTY
IMPACT FEE AFFORDABLE HOUSING ASSISTANCE PROGRAM

CERTIFICATE OF AWARD
FOR DEVELOPER AFFORDABLE FOR-SALE HOUSING UNITS

AUG 28 2018

This Certificate is awarded on _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County") to **HFHSPBC CLT, Inc., f/k/a Habitat for Humanity of South Palm Beach County Community Housing and Land Trust, Inc., d/b/a Heartfelt Florida Housing of South Palm Beach County Community Land Trust, Inc.**, a Florida not-for-profit corporation, whose Federal I.D. number is 27-2803038 (the "Developer"). This Certificate is awarded pursuant to funding approval by the Palm Beach County Board of County Commissioners on September 26, 2017, at which time authority was delegated to the Mayor to execute this Certificate.

The Developer may present this Certificate to the Palm Beach County Impact Fee Coordinator under the Impact Fee Affordable Housing Assistance Program (the "IFAHAP") to receive the specified credit associated with the construction of an affordable for-sale housing unit on each of the four (4) properties as shown in Attachment 2 to Exhibit A, attached hereto and made a part hereof.

In exchange for the acceptance of this Certificate and the receipt of the aforementioned credits from the County towards the payment of impact fees associated with the construction of said affordable for-sale housing units, the Developer expressly agrees to comply with, and to perform, all of the terms contained in the below enumerated Conditions of Issuance.

Furthermore, in exchange for the receipt of the aforementioned credit from the County towards the payment of impact fees associated with the construction of said affordable for-sale housing units, the Developer also agrees to execute and deliver to the County a Declaration of Restrictions for Developer Affordable For-Sale Housing Units, attached hereto and made a part hereof, and to comply with the terms contained therein.

This Certificate, if not used for the purposes set forth herein, shall expire one (1) year from the date of funding approval for said affordable for-sale housing units by the Palm Beach County Board of County Commissioners, that is, on September 26, 2018.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: Melissa McKinlay
Melissa McKinlay, Mayor

Approved as to Form and
Legal Sufficiency

By: James Brako
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: Sherry Howard
Sherry Howard, Deputy Director

CONDITIONS OF ISSUANCE

1. Organization Status: Developer is a Florida not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida with full power and authority to consummate the transactions contemplated herein.

2. Housing To Be Constructed: At the time of issuance of this Certificate to the Developer, the Developer has represented to the County that the Developer owns each of the four (4) lots (hereinafter "Property") located in Palm Beach County, Florida, as more particularly described in Attachment 1 to Exhibit A, attached hereto and made a part hereof. The Developer shall construct no fewer than one (1) for-sale housing unit on each Property, together with ancillary improvements thereby resulting in the construction of four (4) for-sale housing units (hereinafter "Project"). All aforesaid for-sale housing units shall be "Affordable For-Sale Housing Units" affected by these Conditions of Issuance and the Declaration of Restrictions referenced herein. Each of the aforesaid Affordable For-Sale Housing Units shall be the unit owner's principal place of residence. None of the Affordable For-Sale Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.

3. Declaration of Restrictions: The Developer shall, in exchange for the receipt of this Certificate deliver to the County a fully executed Declaration of Restrictions for Developer Affordable For-Sale Housing Units, attached hereto and made a part hereof, as Exhibit A, and shall comply with the terms contained therein.

4. Building Permits: Developer shall obtain all building permits for the construction of the Project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, that is, no later than September 26, 2018.

5. Certificates of Occupancy: Developer shall obtain certificates of occupancy from the building department with jurisdiction over the Project for all Affordable For-Sale Housing Units at the Project and sell all such units within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners, that is, no later than September 26, 2021.

6. Affordability of For-Sale Housing Units: Developer shall sell each of the aforesaid four (4) Affordable For-Sale Housing Units to a household whose gross income, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time of sale. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

Each Affordable For-Sale Housing Unit shall, at the time of sale, be affordable to the purchaser such that the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the purchaser.

7. Deed Restrictions for Affordable For-Sale Housing Unit: Developer shall place the deed restrictions shown in the Declaration in the deed of each Affordable For-Sale Housing Unit

8. Records to be Maintained by Developer: Developer shall, for each purchaser of an Affordable For-Sale Housing Units at the Project, maintain a file that, at a minimum, contains the following:

- An application-for-purchase, signed and dated by the prospective purchaser, identifying the household members that intend to occupy the unit and their household characteristics, and the household income they have disclosed.
- A contract for purchase and sale for each purchaser.

- Documentation evidencing the Developer's verification of the prospective purchaser's household income and a computation sheet demonstrating the Developer's determination of the prospective purchaser's income eligibility to occupy the unit. Household income computation shall follow the HUD Section 8 method (24 CFR 5.609).
- A copy of the AMI showing the HUD income levels in effect at the time the unit is sold.
- Documentation evidencing the Developer's verification of the prospective purchaser's mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees.
- A computation sheet demonstrating that the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the purchaser at the time of sale.
- Original closing documents for each sale.
- Should the Developer elect to utilize criminal background information in the screening of purchasers, the Developer must develop and implement purchaser selection policies which comply with HUD guidance on the use of criminal background information.

Purchaser selection shall not:

- (i) Exclude persons from housing based on records of arrests not resulting in conviction;
- (ii) Exclude persons from housing based solely on conviction of any type, with the exception of those identified by HUD (methamphetamine production and registered sex offender); and
- (iii) Be utilized to intentionally discriminate against protected classes of persons.

Purchaser selection shall:

- (i) Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;
 - (ii) Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;
 - (iii) Consider the nature, severity, and recency of the criminal offense;
 - (iv) Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; and rehabilitation efforts; and
 - (v) Be applied equally among all classes of protected persons.
- Any other documentation evidencing the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units.

9. Right to Audit and Access to Records: Developer shall maintain ongoing records related to each purchaser, and shall maintain all purchaser records for at least five (5) years after the date of sale of each Affordable For-Sale Housing Unit. The County shall have the option, but not the obligation, to verify the Developer's compliance with these Conditions of Issuance and the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units. The County may, at its sole discretion, inspect or audit all purchaser and owner records, and the Developer shall provide the County access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours at the Developer's place of business.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Developer, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10. Public Records: Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Developer: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Developer shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Developer is specifically required to:

- Keep and maintain public records required by the County to perform services as provided in this Certificate.
- Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Developer further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Developer does not transfer the records to the public agency.
- Upon completion of the requirements set forth in this Certificate the Developer shall transfer, at no cost to the County, all public records in possession of the Developer unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the requirements set forth in this Certificate, the Developer shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the requirements set forth in this Certificate, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically by the Developer must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Developer to comply with the requirements of this article shall be a material breach of this Certificate. The County shall have the right to exercise any and

all remedies available to it, including but not limited to, the right to terminate for cause. The Developer acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CERTIFICATE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

11. Certification and Reporting Requirements: Developer shall within thirty (30) days of each anniversary date of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units, provide the County an annual report in the form of an affidavit executed by a person authorized to bind the Developer. Each such affidavit shall contain the following:

- A certification that the Developer is in compliance with the requirements of the Declaration of Restrictions for Developer Affordable For-Sale Housing Units and the Certificate for the Project.
- Evidence of having obtained all building permits for the Project from the building department with jurisdiction over the Project within one (1) year after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- Evidence of having completed construction of all Affordable For-Sale Housing Units at the Project and obtained their certificates of occupancy from the building department with jurisdiction over the Project and evidence that all such units have been initially occupied by households as specified herein within four (4) years after the date of funding approval for the Project by the Palm Beach County Board of County Commissioners. (The Developer may discontinue submission of these items after this requirement has been met.)
- A certification listing all Affordable For-Sale Housing Units at the Project that have been sold. This certification shall for each such unit include the address, the purchaser's annual household income, the number of unit occupants, and the purchaser's mortgage principal plus interest, real estate taxes, property insurance and homeowner association fees, provided on a monthly basis as established on the date of sale. (The Developer may discontinue submission of this information after all Affordable For-Sale Housing Units have been initially sold.)

Developer shall submit the Annual Report to:

Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

12. Non-Discrimination: The Developer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Furthermore, Developer shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property, nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information,

be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

13. Exclusion of Third Party Beneficiaries: No provision herein is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party named herein, including but not limited to any citizen or employees of the County and/or the Developer.

14. Advertising/Marketing: Developer shall include the County logo in all marketing materials for the Project. During the period of the construction of the Project, the County shall have the right to install and maintain on the Property one or more signs identifying the County, or to be identified on such signs installed by others, as one of the entities participating in the development of the project. Sign or signs will be provided by the County and erected at Developer's expense.

15. Governing Law: The laws of the State of Florida shall govern the interpretation and enforcement of the terms contained herein and the venue shall be in Palm Beach County.

EXHIBIT A

Return to:

Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: James Brako,
Assistant County Attorney

**DECLARATION OF RESTRICTIONS
FOR DEVELOPER AFFORDABLE FOR-SALE HOUSING UNITS**

The undersigned, **HFHSPBC CLT, Inc., f/k/a Habitat for Humanity of South Palm Beach County Community Housing and Land Trust, Inc., d/b/a Heartfelt Florida Housing of South Palm Beach County Community Land Trust, Inc.**, having its principal office at 181 SE 5th Avenue, Delray Beach, FL 33483, (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, in consideration for the receipt of a Certificate of Award for Developer Affordable For-Sale Housing Units (the "Certificate"), dated _____, 20____, under Palm Beach County's Impact Fee Affordable Housing Assistance Program (hereinafter referred to as "IFAHAP") and the receipt of a credit valued at Twenty Nine Thousand Eight Hundred Four and 40/100 Dollars (\$29,804.40) towards the payment of road, park, and public buildings impact fees as provided by Palm Beach County a political subdivision of the State of Florida (the "County"), does hereby grant to the County the following restrictions against the subject property consisting of four (4) lots, hereinafter referred to as the Property, which is more fully described in Attachment 1 attached hereto and made a part hereof.

1. The restrictions contained in this Declaration of Restrictions for Developer Affordable For-Sale Housing Units (the "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/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

2. In consideration for the receipt of the Certificate and its associated credit of \$29,804.40 towards the payment of Public Buildings Impact Fees, Park Impact Fees, and Road Impact Fees, the Declarant hereby covenants and agrees as follows:

- (a) To comply with the Conditions of Issuance contained in the Certificate referenced herein.
- (b) To construct no fewer than one (1) for-sale housing units on each of the four (4) lots comprising the Property, together with ancillary improvements (the "Project"). All four (4) aforesaid for-sale housing units shall be "Affordable For-Sale Housing Units" affected by the restrictions and conditions of this Declaration, and by those contained in the Certificate referenced herein. Each of the aforesaid Affordable For-Sale Housing Units shall be unit owner's principal place of residence. None of the Affordable For-Sale Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.
- (c) To obtain all building permits for the construction of the Project from the building department with jurisdiction over the Project no later than September 26, 2018.
- (d) To obtain certificates of occupancy from the building department with jurisdiction over the Project for all Affordable For-Sale Housing Units at the Project no later than September 26, 2021.

- (e) To sell, no later than September 26, 2021, all Affordable For-Sale Housing Units at the Project to households whose gross income, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income (hereinafter "AMI") at the time of sale. AMI shall mean the most recent area median income published by the U. S. Department of Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
- (f) To sell each Affordable For-Sale Housing Unit such that, at the time of sale, the purchaser's total cost of the mortgage principal plus interest, real estate taxes, property insurance, homeowner association fees and the land lease, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the purchaser's household.
- (g) To include, or cause to be included, the following restrictions and conditions in each deed or other instrument or document used for conveying each Affordable For-Sale Housing Unit:
 - i. This property shall only be sold to, and occupied by, a homeowner in accordance with the Declaration of Restrictions for Developer Affordable For-Sale Housing Units recorded in ORB _____ Page ____ of the Public Records of Palm Beach County, Florida.
 - ii These restrictions shall be deemed a covenant running with the land described herein and are binding upon the title holder of such land, and the owner of the housing unit and improvements thereon, for a period of fifteen (15) years from the date hereof.
 - iii. This property may only be used for residential purposes as the housing unit's owner principal place of residence as evidenced by a local homestead exemption.
 - iv. These restrictions may not be transferred to another property and these restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
 - v. These restrictions, unless released by Palm Beach County as provided above, shall be included in every subsequent deed or other instrument or document used for conveying title to this property as well as every subsequent deed or other conveyance instrument or document used for future conveyances of the Affordable For-Sale Housing Unit and shall renew for a period of fifteen (15) years from the date of every such conveyance of the Affordable For-Sale Housing Unit.
 - vi. The housing unit and the improvements on this property may only be sold, conveyed or transferred to a successor owner whose gross household income, at the time of sale, conveyance or transfer, adjusted for family size, is no more than one hundred and forty percent (140%) of Area Median Income as determined by the Palm Beach County Department of Economic Sustainability. Area Median Income shall be the most recent area median income published by the U. S. Department of Housing and Urban Development for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
 - vi. The housing unit and the improvements on this property may only be sold, conveyed or transferred to a successor owner such that the successor owner's total cost of the mortgage principal plus interest, real estate taxes, property insurance, homeowner association fees and the land lease, calculated on a monthly basis, does not exceed thirty five percent (35%) of the gross monthly household income of the successor owner as determined by the Palm Beach County Department of Economic Sustainability.

- (h) To submit annual reports to the County as outlined in the Certificate detailing the Declarant's compliance with the terms of the Certificate and this Declaration.
- (i) To maintain its records as provided for in the Certificate.
- (j) Not to discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Property.

3. Declarant has secured a loan to construct the Project in an amount up to \$ N/A from N/A, or its successors (the "First Mortgage Holder"), which loan has been secured by a separate mortgage encumbering the Property (the "First Mortgage"). The lien created by this Declaration shall be senior to all other liens, encumbrances, and mortgages on the Property except the lien created by the First Mortgage, and except any other liens expressly recognized by the County in writing.

4. The Declarant shall pay, or cause to be paid, all taxes due while the Property is in its possession, and the Declarant shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration except for the lien created by the First Mortgage, and except for any other liens expressly recognized by the County in writing. The Declarant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Declarant agrees to notify the County of any liens, judgments or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Declarant.

5. Should Declarant change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from affordable for-sale housing, then the Declarant shall pay the County an amount equal to the IFAHAP Repayment Amount as defined herein.

6. Declarant shall not sell, convey or transfer title to the Property without the prior approval of the County, or in violation of the provisions, terms, and conditions set forth herein.

7. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained herein, or in the Certificate referenced herein, shall constitute a default under this Declaration. The Declarant further acknowledges and covenants that a default under the First Mortgage, under any senior mortgage to this Declaration, or under any subordinate mortgage to this Declaration, shall constitute a default under this Declaration.

In the event of 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 herein. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the County's satisfaction.

If the Declarant fails, neglects, or refuses to perform any of the provisions, terms and conditions set forth herein, or in the Certificate, or fails to cure any breach of this Declaration or the Certificate within the period set forth above after the County provides notice to the Declarant as set forth above, the County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which the County may have hereunder or under the law by reason of such default or breach, declare due from Declarant immediately upon demand an amount equal to the IFAHAP Repayment Amount as defined herein.

If the Declarant shall fail to pay the above amount, the County shall have the right to file in a court of competent jurisdiction an action for collection of due and unpaid amount and penalties which the Declarant is obligated to pay hereunder.

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, and upon the Declarant's failure to cure the default to the County's satisfaction, the County may, from time to time, 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 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. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County cures any default.

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. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County exercises any remedy under this provision.

8. As applicable for each Affordable For-Sale Housing Unit: In the event the Declarant voluntarily withdraws from the IFAHAP prior to the sale of the Affordable For-Sale Housing Unit to a household as provided herein or in the event the Declarant is in default hereunder, then the Declarant shall pay the County the IFAHAP Repayment Amount which shall be calculated as the sum of the Amount of IFAHAP Assistance for the affected unit as shown in **Attachment 2**, attached hereto and made a part hereof, plus three percent (3%) of said amount per year (or partial year) commencing with the recording date of this Declaration in the Public Records of Palm Beach County, Florida, plus \$1,500.

Upon receipt of the IFAHAP Repayment Amount by the County, the County shall issue the Declarant a release of restrictions removing the lien of this Declaration from the affected Affordable For-Sale Housing Units.

For each household who has purchased an Affordable For-Sale Housing Unit from the Declarant and for subsequent households who have purchased an Affordable For-Sale Housing Unit, the IFAHAP Repayment Amount shall be the Amount of IFAHAP Assistance for the affected unit as shown in **Attachment 2** which amount shall be paid to the County in the event of the purchaser household's voluntary withdrawal from the IFAHAP or in the event of such household's default under the deed restrictions stated herein.

9. All notices from the Declarant to the County and the County to the Declarant, and as otherwise required or permitted by any provision of this Declaration shall be in writing and sent by registered or certified mail and addressed as follows:

To County: Board of County Commissioners
c/o Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

To Declarant: HFHSPBC CLT, Inc.
181 SE 5th Avenue
Delray Beach, FL 33483

Such addresses may be changed by each party by written notice to the other parties.

10. The Declarant shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Declarant shall deliver this Declaration to the Director of the Department of Housing and Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Witnesses:

HFHSPBC CLT, INC.
a Florida not-for-profit corporation

Name: _____

Signature: By: _____
Jeremy Ahwee, President

Name: _____

Signature: _____

STATE OF FLORIDA
COUNTY OF PALM BAECH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jeremy Ahwee, as President of HFHSPBC CLT, Inc., who is personally known to me, or who has produced _____ as identification.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

ATTACHMENT 1
LEGAL DESCRIPTIONS

LOT 185, BLOCK C, BOYNTON HILLS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 51, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOT 5, BLOCK 3, MEEKS AND ANDREWS ADD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOT 19, BLOCK 4, HAPPY HOME HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOT 55, RIDGE GROVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ATTACHMENT 2

DETAIL OF IMPACT FEE CREDIT BY PROPERTY

Legal Decription	Address	Property Control Number (PCN)	Credit by Impact Fee Zone	Total Credit
Lot 185, Block C, Boynton Hills	731 NW 2 nd Street	08-43-45-21-07-003-1850	Zone 4 Roads: \$7,280.56 Public Buildings: \$170.54	\$7,451.10
Lot 5, Block 3, Meeks And Andrews Add	224 NE 11 th Avenue	08-43-45-21-22-003-0050	Zone 4 Roads: \$7,280.56 Public Buildings: \$170.54	\$7,451.10
Lot 19, Block 4, Happy Home Heights	NE 12 th Avenue	08-43-45-21-20-004-0190	Zone 4 Roads: \$7,280.56 Public Buildings: \$170.54	\$7,451.10
Lot 55, Ridge Grove	Highland Road	00-43-45-09-08-000-0550	Zone 4 Roads: \$7280.56 Public Buildings: \$170.54	\$7,451.10
GRAND TOTAL:				\$29,804.40