

Prepared by and Return to:

**City of Delray Beach  
Attn: Lynn Gelin, Esq.  
City Attorney  
200 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444**

## **RESTRICTIVE COVENANT MASTER AGREEMENT**

**THIS RESTRICTIVE COVENANT MASTER AGREEMENT ("Agreement")**, is made this 9<sup>th</sup> day of June, 2021 (the "Effective Date"), by and between Centerpointe Delray Holdings LLLP, a Delaware limited liability limited partnership, whose address is 411 West Putnam Avenue, Suite 125, Greenwich, CT 06830, (referred to herein as "Owner"), and the City of Delray Beach ("City"), a Florida Municipal Corporation, whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444.

### **WITNESSETH:**

**WHEREAS**, this Agreement, among other things, is intended to set forth the process for establishing the Workforce Housing Unit (hereinafter defined) and terms applicable to those units so designated for sale and/or rental unit projects within the portion of the property more particularly described in Exhibit "A" and made a part hereof (the "Property"); and

**WHEREAS**, Centerpointe Delray Holdings LLLP is the owner of property known as Parks of Delray, which lies in the City of Delray Beach, County of Palm Beach, and the State of Florida; and

**WHEREAS**, the proposed development of the Property includes a residential component to the development of a larger mixed-use tract ("Project") that was rezoned from Mixed Residential, Office and Commercial ("MROC") to Special Activities District on December 11, 2018, pursuant to Ordinance 30-18 attached hereto as Exhibit "B," as may be amended from time to time ("Approval"); and

**WHEREAS**, as a condition to the Approval, Owner is required to designate ten percent (10%) of its residential units as moderate income workforce units to be sold or rented to an Eligible Occupant within the City of Delray Beach, as defined herein, in accordance with the Approval and City Code of Ordinances ("Code"); and

**WHEREAS**, the Owner intends to obtain approval of one or more site plan(s) ("Site Plan") for the uses approved in the Approval, as may be amended; and

**WHEREAS**, for purposes of this Agreement, a Workforce Housing Unit shall be defined as a for-sale unit which is occupied by a household with a gross, combined income between 81

percent and 120 percent of the Palm Beach County Adjusted Median Income (“AMI”) as defined by the Florida Housing Finance Corporation, unless the percentage of AMI for rental or for-sale product is adjusted upwards in the City’s Code, at which case the higher percentages shall apply (“Moderate Income”); and

**WHEREAS**, an individual or family that meets the AMI requirements for a Moderate Income Workforce Housing Unit shall be considered an eligible occupant (an “Eligible Occupant” is further defined in paragraph 4.a. below); and

**WHEREAS**, the Parties agree to enter into this Agreement which is to be recorded against the Property in the Public Records of Palm Beach County, Florida and shall apply and be enforceable against all current and future owners, as applicable, during the term of this Agreement and shall restrict the sale, resale, rental and use of the Workforce Housing Units as provided herein.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including but not limited to the mutual promises set forth herein, Owner and the City hereby agree as follows:

1. **Recitals.** The recitations set forth above are true and correct and incorporated in this Agreement as if fully set forth herein.

2. **Designation of Workforce Housing Unit.** A minimum of ten percent (10%) of the total approved residential units within each Site Plan shall be Workforce Housing Units. Owner shall identify the proposed number of Workforce Housing Units within each Site Plan for the Project prior to certification. Following approval of each Site Plan, Owner shall record a separate Declaration of Restrictive Covenant (“Declaration”) specifying the number of affordable housing units required. The form Declaration to be utilized following approval of each Site Plan is attached hereto as Exhibit “C”. Notwithstanding the variations in product types within each Site Plan, the distribution of Workforce Housing Units among buildings or product types may be modified so long as the total number of Workforce Housing Units within each Site Plan as a whole meets the minimum ten percent (10%) Workforce Housing Unit requirement in the Approval and that the Workforce Housing Units are distributed proportionately amongst the proposed bedroom mix. Following the issuance of a certificate of occupancy (“CO”) for ninety percent (90%) of the units within a Site Plan, Owner shall submit a report detailing the number and location of existing Workforce Housing Units and the remaining number of Workforce Housing Units required to meet the ten percent (10%) minimum. In the event Owner has not met the minimum ten percent (10%) workforce housing requirement, the City may withhold additional CO’s for the remaining number of units required to meet the Workforce Housing Unit minimum for each Site Plan unless the additional CO’s requested are for Workforce Housing Units. Owner shall certify the number of all Workforce Housing Units within the Project to ensure the ten percent (10%) minimum is met (“Workforce Housing Certification”). The total ten percent (10%) minimum workforce housing requirements for all units constructed within the Property may be achieved through the designation of Workforce Housing Units for sale, rental units, or any combination thereof.

- a. Designation of Workforce Housing Units for Rental Units. Owner shall record a restrictive covenant ("Covenant") against the Property identifying the total number of rental units to be designated as Workforce Housing Units and restricting the lease of such number of units to the income requirements for Workforce Housing Units as noted above.
- b. Designation of Workforce Housing Units for For-Sale Units. For any residential unit designated as a Workforce Housing Unit, the Owner shall record a Covenant against the unit prior to closing identifying the for-sale unit is designated as a Workforce Housing Unit and restricting the future sale of the unit to the income requirements for Workforce Housing Units as noted above. The Covenant shall be recorded in the Public Records of Palm Beach County, Florida and shall run with the land. Upon recording of the Covenant, Owner shall provide the City with a copy of the recorded Covenant.

3. **Reporting of Workforce Housing Unit.** To ensure the Owner's compliance with the affordability controls and restrictions contained in this Agreement, not later than the tenth (10<sup>th</sup>) day of each calendar month for every month during the term of this Agreement, Owner shall deliver a written report ("Report") to the City containing such information and documents as the City may require to verify that the Owner is in compliance with this Agreement. The Report shall be current as of the first day of the month in which the Report is delivered to the City. The form of the Report is attached hereto as Exhibit "D". At a minimum, the Report shall contain the following information and documents with respect to each Workforce Housing Unit:

- a. With respect to Workforce Housing Unit leases:
  - i. Name and address of each Unit's Eligible Occupant and member of the household;
  - ii. Date lease term commenced;
  - iii. Date lease term terminates;
  - iv. Amount of monthly rent due under the lease;
  - v. Household income;
  - vi. Unit address
  - vii. Number of bedrooms and baths in each Unit;
  - viii. Household size;
  - ix. Whether Unit is occupied or vacant; and
  - x. Total number of Workforce Housing Units presently leased.



b. With respect to Workforce Housing Unit sales:

- i. Total number of Workforce Housing Units listed for sale;
- ii. Total number of Workforce Housing Units transferred by the Owner;
- iii. Date of each sale closing;
- iv. Household size;
- v. Name and address of all Eligible Occupants;
- vi. Number of bedrooms and baths in Unit;
- vii. A copy of the recorded instrument which transferred the Unit;
- viii. Unit address; and
- ix. Qualifying household income.

c. The Report shall be executed under oath by the Owner or its authorized agent or representative.

4. **Transfer of Workforce Housing Unit.** Transfer or Transfers are defined as sales, resales, rentals, subleases or any other transaction which transmits occupancy to another. To maintain the availability of Workforce Housing Units within the City the following conditions shall be imposed on the Transfer of any Workforce Housing Unit other than those Transfers pursuant to Section 3.c. below.

a. The Workforce Housing Units shall be available only to an "Eligible Occupant" as defined in the land development regulations for the City of Delray Beach in accordance with Section 4.7.1 (i) as modified by this Agreement. All Transfers require written submission of a notification and affidavit to the City setting forth the Transfer price and the total income of the Eligible Occupant that will occupy the Workforce Housing Unit. Unless the City receives the notice and affidavit, the Transfer may not proceed as scheduled.

b. The Transfer price of the Workforce Housing Unit may not exceed the upper limit of the Moderate Income category to which the Workforce Housing Unit was originally assigned or the AMI applicable at the time of transfer if higher than originally assigned.

c. Transfers under the following circumstances shall be allowed and are not subject to the restrictions included in this Agreement.

- i. Transfers by inheritance to the purchase-owner's spouse or offspring, or;
- ii. Transfers of title to a spouse as part of a divorce dissolution proceeding, or;
- iii. Acquisition of title or interest therein in conjunction with marriage.

d. Closing costs and title insurance if applicable shall be paid pursuant to the custom and practice in Palm Beach County at the time of opening of an escrow account. No charges or fees shall be imposed by the seller or the purchaser of a Workforce Housing Unit which are in addition to or more than charges imposed upon purchasers of market rate units.

e. Workforce Housing Units shall only be transferred to an Eligible Occupant and only as a primary residence. Notwithstanding anything to the contrary, nothing contained herein shall prohibit Owner from leasing or selling the Workforce Housing Unit to low income households.

f. Affordability and occupancy restrictions shall remain in effect for forty (40) years commencing from the date of the first certificate of occupancy of the Workforce Housing Unit and shall apply to any replacement structure or structures constructed if a structure containing a Workforce Housing Unit is demolished or destroyed.

g. Nothing requires an Eligible Occupant to sell a Workforce Housing Unit if the Eligible Occupant's income later exceeds AMI for Moderate Income or accepts employment outside the City.

h. To the extent any terms of the City's Workforce Housing Ordinance are inconsistent with the terms of the Approval, the terms of the Approval shall control. In all other cases, the term of the City's Workforce Housing Ordinance, as may be modified from time to time, are hereby incorporated by reference, as if fully set forth herein.

## **5. Covenants and Restrictions as to Price**

a. The Workforce Housing Units shall be restricted as workforce housing for Eligible Occupants in accordance with this Agreement for a period of forty (40) years commencing from the date of the first certificate of occupancy of the Workforce Housing Units of each respective Site Plan ("Restricted Period").

b. The covenants and restrictions as to price may be enforced by the Community Land Trust, Affordable Housing Trust Fund or the City (hereinafter referred to as Parties entitled to enforce restrictive covenants) by virtue of the recording of each Covenant and this Agreement and the monetary responsibilities and obligations that may arise hereunder shall, at the time they are determined, be a lien upon the Workforce Housing Unit and a filing of such determination may be placed in the public records as evidence of the lien thereon. Such rights

and remedies are cumulative and may be exercised independently or concurrently as further set forth herein. The Parties entitled to enforce restrictive covenants, in addition to any and all other remedies, may cause a forced transfer of a for-sale Workforce Housing Unit transferred in violation of this Agreement. In the event of a violation related to a rental Workforce Housing Unit, Owner will be required to hold and make available the next open unit to be leased to an Eligible Occupant under the Workforce Housing Units requirements.

c. The Parties entitled to enforce Covenants, their successors and assigns may enforce the Covenants separately or in conjunction with each other. No amendments to the covenants shall be made unless by written instrument approved by the City.

d. All deeds transferring the Property during the Restricted Period shall reference the Covenant and shall include the recording information of the Covenant. All sales contracts shall state that the Workforce Housing Unit is part of a workforce housing program and subject to the requirements and restrictions of such program as set forth in the Approval and this Agreement.

e. There shall be no lot premiums charged on the Workforce Housing Units.

f. All leases identified as Workforce Housing Units shall contain language incorporating the Covenant applicable to the Workforce Housing Unit and reference the recording information of the Covenant encumbering the Property, including but not limited to this Agreement.

6. **Approved Site Plan.** Owner hereby acknowledges that all future site plan applications shall be filed in accordance with the City's LDR's and the Approval. Owner further agrees that the Property is to be developed in phases and will develop and construct improvements in accordance with any such plans, specifications, elevations and landscape plans, and if modified or amended, such amended plans shall be in accordance with the Standards of the Approval and the applicable City's Land Development Regulations. The granting of a Certificate of Occupancy for a Workforce Housing Unit shall be evidence that Owner has fully complied with the above obligations; provided the City has received notice, affidavit, the form of which is attached as Exhibit "E" and made a part hereof, and a copy of the recorded Covenant referenced in Paragraphs 4 and 5 above as applicable.

7. **Covenant Running With the Land.** This Agreement and the restrictions set forth herein shall run with the land and shall be binding upon the party granting, making or assuming such obligations, and such party's transferees, lessees, grantees, heirs, personal representatives, successors, assigns and mortgagees, and shall inure to the benefit of the other party hereto and its transferees, lessees, grantees, heirs, personal representatives, successors, assigns and mortgagees. Any lessee, assignee, mortgagee, grantee, transferee, heir, personal representative, or successor as to any part of, or all of, the Property which is the subject of this Agreement shall automatically be deemed, by acceptance of the estate or title of such part, parcel or all thereof, to have assumed all obligations hereof relating thereto. Such assumption shall be automatic without the necessity to perform any other act or do any other thing.

9. **Consistency.** The City has adopted and implemented the Comprehensive Plan. The City hereby finds and declares that the provisions of the Agreement dealing with the Property are consistent with the City's adopted Comprehensive Plan, Land Development Regulations, and the Approval.

10. **Waiver.**

a. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and the City. Additionally, any such written waiver shall only be applicable to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver.

b. The failure of any party hereto at any time or from time to time to require performance of any of another party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

11. **Pursuit of Rights and Remedies.**

a. For default, violation or breach of any of the provisions of this Agreement, the DBCLT, the Affordable Housing Trust or the City (the "Enforcing Party"), either together or on their own, shall have the right to bring suit, either at law or in equity, in a Court of competent jurisdiction, to compel compliance with the terms hereof and/or the terms of the City's Workforce Housing Ordinances, as applicable, and the Approval, or to prevent or enjoin a Violation, or for damages: (i) against the Restricted Units; (ii) against the landlord of a Restricted Unit lease, or (iii) against the tenant of a Restricted Unit lease. The Enforcing Party shall first provide Owner with notice of default in accordance with Paragraph 12 of this Agreement. Within thirty (30) days receipt of the notice, Owner shall post a bond in the amount of one hundred thousand dollars (\$100,000.00) in order to secure their obligations under this Agreement and cure said default. Owner shall be provided an additional thirty (30) days to demonstrate compliance with this Agreement. If Owner does not cure said default and demonstrate compliance with this Agreement within sixty (60) days, The Enforcing Party may call upon the bond. The Enforcing Party also has the right to foreclose upon for-sale units that have been sold to a purchaser that is unqualified. . In cases that involve the health, safety and welfare of tenants in the Restricted Units or in the case of emergency, Owner shall be provided notice of default, in accordance with Paragraph 12 of this Agreement, and given forty-eight (48) hours to cure said default, and any additional commercially reasonable time period upon mutual agreement of the Parties if Owner demonstrates continuous action has been taken to cure said default. All of the Enforcing Party's rights and remedies are cumulative, and the Enforcing Party's election to pursue any remedy shall not preclude the Enforcing Party from then or later pursuing any one or more other remedies.

b. In connection with any action to enforce the terms and covenants of this Agreement, each party shall pay for its own its attorneys' fees and costs, including without limitation, at the trial and appellate levels



c. This Agreement is entered into in the State of Florida and shall be governed by the laws of the State of Florida. In the event of litigation concerning this Agreement, the parties agree and consent to the County of Palm Beach as the appropriate venue of such litigation. All parties hereto waive their respective rights to trial by jury. OWNER AND CITY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT EXECUTED IN CONJUNCTION HERewith OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

d. It is recognized that the terms, provisions and conditions of this Agreement are special, unique, and of extraordinary character, and that in the event of a Violation of the terms, conditions and provisions of this Agreement, the Enforcing Party shall be entitled to institute and prosecute proceedings, either in law or in equity, for foreclosure, specific performance and/or injunction, temporary or permanent or to file, record or enforce a lien as against the Real Property which is the Workforce Housing Unit. In addition, the Enforcing Party shall have the right to obtain any and all such other relief for money damages or injuries and may exercise all such other rights or remedies as may be available to it in law, in equity, or in this Agreement or otherwise. All of the remedies available to the Enforcing Party shall be cumulative and non-exclusive, and the Enforcing Party shall have the right to exercise such remedies at one time or successively without an election. There shall be no requirement to elect remedies and no requirement to sue or institute an action against all parties, namely the Homeowner or Homeowner's buyer. To the extent allowed by law, the Enforcing Party shall be entitled to a waiver by a court of competent jurisdiction of any bond or cash collateral that may otherwise be required in pursuit of specific performance and/or injunction. A suit for foreclosure may be prosecuted pursuant to any lien obtained against the Real Property which is a Workforce Housing Unit pursuant to the appropriate judicial action as allowed by the State of Florida.

e. In the event that the City has reasonable cause to believe that the Owner, lessee, occupant, Household or a Unit Owner is in default of any of the provisions of this Agreement, then the City Manager, or his or her designee, may inspect the Workforce Housing Unit owned by the Owner or such Workforce Housing Unit Owner at any reasonable time and from time to time, after providing the Owner, lessee or such Workforce Housing Unit Owner not less than twenty-four (24) hours advance written notice, except in the case of an emergency when less advance notice may be given.

f. In the event any Workforce Housing Unit is transferred or leased in a manner that is not in full compliance with the provisions of this Agreement, such transfer or lease shall be wholly null and void and shall confer no title or rights whatsoever upon the purported transferee or lessee.

g. At any time and from time to time, the City may conduct written or oral surveys of occupants and to verify the compliance with the terms and conditions of this Agreement, and City may enter the Workforce Housing Unit for the purpose of conducting



personal interviews and obtaining other information reasonably necessary to verify the compliance with the City's Workforce Housing Ordinance requirements and this Agreement.

h. Each tenant and occupant of a Workforce Housing Unit shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances relating to the Property.

12. **Notices.** All notices and demands herein required shall be in writing and shall be deemed properly given if sent by overnight, registered or certified mail, return receipt requested, to the addresses below:

a. As to Owner:

**Centerpointe Delray Holdings LLLP**  
Attention: Daryl Shevin  
848 Brickell Ave., PH1  
Miami, FL 33131  
[dshevin@13fi.com](mailto:dshevin@13fi.com)

b. As to the City:

**City of Delray Beach**  
Attention: City Manager  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

and;

**City of Delray Beach**  
Attention: Neighborhood and Community Services Director  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

c. As to the Delray Beach Community Land Trust

**Delray Beach Community Land Trust**  
Attention: Evelyn Dobson  
145 S.W. 12th Avenue  
Delray Beach, FL 33444

Any party may change the address to which notices to it are to be sent by giving written notice to the others. Every notice and demand shall be deemed to have been given, made or communicated, as the case may be, at the time that the same shall have been deposited by overnight mail, registered or certified mail, properly addressed as aforesaid, postage prepaid, in the United States mail.

13. **Valid and Binding Agreement.** The parties represent and warrant to the other that the execution and delivery of this Agreement has been duly and validly authorized by all necessary actions, and that when executed and delivered, this Agreement shall constitute a legal and binding obligation of such party.

14. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or impair any other part of this Agreement. In the event that any provision of this Agreement or the application thereof is to any extent finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement, and the application of such, other than those provisions as to which are held invalid and unenforceable, shall not be affected thereby.

15. **Miscellaneous.**

(a) Where necessary or appropriate to the meaning of this Agreement the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine and neuter, the neuter to include the masculine and the feminine and the feminine to include the masculine and neuter.

(b) Use of other words of similar import refer to this Agreement as a whole and not to any particular articles, section or other paragraph of this agreement unless specifically noted otherwise in this Agreement.

(c) Each party hereto acknowledges that all parties hereto have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more forcefully against one party than the other.

(d) The captions used in connection with the articles, sections or paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

(e) This Agreement shall be recorded at the expense of Owner. This Agreement shall be senior to, and shall not be subordinated to, any lien or encumbrance, including without limitation, any institutional lender, and shall survive and not be extinguished by the foreclosure or deed-in-lieu of foreclosure regarding any such liens or encumbrances. This includes, but is not limited to, judgment liens, assessment liens, tax liens, construction liens and mortgage liens.

[NOTE: The following is a condition precedent to the City's execution of this Agreement: All existing mortgagees, lienors, and encumbrancers against the Property shall execute and record a subordination and waiver agreement in form reasonably satisfactory to counsel for the City subordinating its/their mortgage, lien and/or claim, to this Agreement. Owner, and its expense, shall furnish to the City prior to the City's execution of this Agreement, a current certified title

report of the Property ("Title Report") showing the record title holder of the Property, and all liens, mortgages, and encumbrances against the Property. Owner shall not further encumber, lien, or mortgage the Property from and after the effective date of the Title Report until the recording of this Agreement. ]

(f) This Agreement, together with all Exhibits hereto, contains all of the promises, agreements, conditions, inducements and understandings between the parties on this subject matter and there are no promises, agreements conditions, understandings or inducements, oral or written, express or implied, between them other than as expressly set forth herein.

(g) Time is of the essence as to the performance of each party in connection with this Agreement.

16. **Assurances.** During the Term of this Agreement, the parties shall take such action or execute any further instruments or documents as are necessary or desirable to vest or confirm any right or remedy herein granted or required so long as such actions, instruments or documents are consistent herewith and further that such actions, instruments or documents do not enlarge their respective responsibilities or obligations hereunder.

17. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

18. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement, and no party other than the City shall have standing to bring an action for, breach of, or to enforce, the provisions of this Agreement, except for the Delray Beach Community Land Trust which shall be a third party beneficiary of this Agreement with respect to its right of first refusal.

19. **Governmental Functions.** Notwithstanding anything to the contrary contained in this Agreement:

(a) Even though the City has certain contractual obligations under this Agreement such obligations shall not relieve any person subject to this Agreement from complying with all applicable governmental regulations, rules, laws, and ordinances;

(b) To the extent approval or permission must be obtained from the City, such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have any vested rights;

(c) The City has not waived its sovereign immunity; and

(d) Any action by City shall be without prejudice to, and shall not constitute a limit on, impairment or waiver of, or otherwise affect City's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

20. This Agreement does not constitute a construction permit or authorization to commence development or construction.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have executed these presents and affixed their seals hereto as of the day and year first above written.

CITY OF DELRAY BEACH, FLORIDA

Attest:

City Clerk

By: \_\_\_\_\_

Mayor

Approved as to form and  
Legal sufficiency:

By: \_\_\_\_\_

City Attorney

Witness

Witness

CENTERPOINTE DELRAY HOLDINGS LLLP

By: \_\_\_\_\_

ARNAUD KARSENTI

Name Printed or typed

(SEAL)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11 day of MAY, 2021 by ARNAUD KARSENTI/MANAGER (name of officer or agent, title of officer or agent) of Centerpointe Delray Holdings LLLP, a Delaware limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.



Elisa Seguin  
Comm. # GG934923  
Expires: March 24, 2024  
Bonded Thru Aaron Notary

Notary Public - State of FLORIDA

**EXHIBIT “A”  
(the “Property”)**

## **Exhibit "A"**

### **Legal Description – Overall Site**

#### **PARCEL 1:**

ALL OF THE REPLAT OF LAKESIDE AT CENTRE DELRAY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 49 AND 50, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

#### **PARCEL II:**

ALL OF THE REPLAT OF THE TERRACES AT CENTRE DELRAY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 51 AND 52, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

#### **PARCEL III:**

PARCELS 1 AND 3, CATAFUMO P.O.C. PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 53, 54, AND 55, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

#### **PARCEL IV:**

PARCEL 2, CATAFUMO P.O.C. PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 53, 54, AND 55, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

#### **TOGETHER WITH**

ALL OF THE PLAT OF THE ARBORS AT CENTRE DELRAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGE 166, AS MODIFIED BY SURVEYOR'S AFFIDAVIT MODIFYING THE DESCRIPTION AND CALLS OF SAID PLAT, AS RECORDED IN OFFICIAL RECORDS BOOK 3760, PAGE 384, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THAT CERTAIN PORTION OF THE PLAT DEEDED TO PALM BEACH COUNTY PURSUANT TO RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 5031, PAGE 101, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,125,352 SQUARE FEET/48.7814 ACRES, MORE OR LESS.

**EXHIBIT “B”**  
**(Ordinance 30-18)**



ORDINANCE NO. 30-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, REZONING AND PLACING LAND PRESENTLY ZONED MIXED RESIDENTIAL, OFFICE AND COMMERCIAL (MROC) DISTRICT TO SPECIAL ACTIVITIES DISTRICT (SAD) DISTRICT; AMENDING SECTION 4.4.25 (H) OF THE LAND DEVELOPMENT REGULATIONS TO ADD THE 1690-2350 SOUTH CONGRESS AVENUE SAD; SAID LAND LYING GENERALLY ON THE WEST SIDE OF CONGRESS AVENUE BETWEEN OLD GERMAN TOWN ROAD AND THE DELRAY OAKS NATURAL AREA TO THE SOUTH; AS MORE PARTICULARLY DESCRIBED HEREIN; AMENDING THE "CITY OF DELRAY BEACH, ZONING MAP, JUNE 29, 2017"; PROVIDING A CONFLICTS CLAUSE; AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the property hereinafter described is shown on the City of Delray Beach Zoning Map, dated June 29, 2017, as being zoned Mixed Residential, Office and Commercial (MROC); and

WHEREAS, Transamerica Life Insurance Company, an Iowa corporation, and 1690 South Congress Building LLC, a Delaware limited liability company, are the fee simple owners of the subject property lying generally between Old Germantown Road on the west side of Congress Avenue and the preserve area to the south; and

WHEREAS, at its meeting of October 15, 2018, the Planning and Zoning Board for the City of Delray Beach, sitting as the Local Planning Agency, considered this item at a public hearing and voted 6-0 (Jones absent) to recommend that the property hereinafter described be rezoned, based upon positive findings; and

WHEREAS, pursuant to Florida Statutes 163.3174(4)(c) the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the changes are consistent with and further the objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission of the City of Delray Beach adopts the findings in the Planning and Zoning Staff Report; and

WHEREAS, the City Commission of the City of Delray Beach finds the ordinance is consistent with the Comprehensive Plan; and

WHEREAS, it is appropriate that the Zoning District Map of the City of Delray Beach, Florida, be amended to reflect the revised zoning classification.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH FLORIDA, AS FOLLOWS:

Section 1. That the recitations set forth above are incorporated herein.

Section 2. That the Zoning District Map of the City of Delray Beach, be, and the same is hereby amended, to reflect a zoning classification of Special Activities District (SAD) District, for the following described property:

See Exhibit "A" attached.

Section 3. That the Development Standards and Master Development Plan applicable to the Special Activities District is attached as Exhibit "B," and the list of permitted uses is attached as Exhibit "C."

Section 4. That Section 4.4.25(H) of the Land Development Regulations shall be amended to add the following:

\* \* \*

- (14) 1690-2350 South Congress Avenue Ordinance No. 30-18, which established the 1690-2350 South Congress Avenue SAD.

Section 5. That the Development Services Department of the said City shall, upon the effective date of this ordinance, amend the City of Delray Beach Zoning Map, to conform with the provisions of Section 2 hereof.

Section 6. That all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

Section 7. That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 8. That this ordinance shall become effective upon approval of the second reading of this ordinance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ADOPTED in regular session on ~~second~~ and final reading on this 11<sup>th</sup> day of December, 2018.

ATTEST:

Katrin Johnson  
City Clerk

Shelly Petrolia  
Shelly Petrolia, MAYOR

First Reading: 11/27/18

Second Reading: 12/11/18

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: [Signature]  
City Attorney

Exhibit "A"

Legal Description – Overall Site

PARCEL 1:

ALL OF THE REPLAT OF LAKESIDE AT CENTRE DELRAY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 49 AND 50, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL II:

ALL OF THE REPLAT OF THE TERRACES AT CENTRE DELRAY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 51 AND 52, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL III:

PARCELS 1 AND 3, CATAFUMO P.O.C. PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 53, 54, AND 55, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL IV:

PARCEL 2, CATAFUMO P.O.C. PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGES 53, 54, AND 55, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH

ALL OF THE PLAT OF THE ARBORS AT CENTRE DELRAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGE 166, AS MODIFIED BY SURVEYOR'S AFFIDAVIT MODIFYING THE DESCRIPTION AND CALLS OF SAID PLAT, AS RECORDED IN OFFICIAL RECORDS BOOK 3760, PAGE 384, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THAT CERTAIN PORTION OF THE PLAT DEEDED TO PALM BEACH COUNTY PURSUANT TO RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 5031, PAGE 101, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,125,352 SQUARE FEET/48.7814 ACRES, MORE OR LESS.



## Exhibit "B"

### Development Standards

1690 – 2350 S. Congress Avenue Special Activities District (SAD)

### Master Plan & Site Plan Approval

#### *Review and approval process*

- a) All development parcels within the development plan to be completed in a phased manner and/or which require waivers shall be governed by regulations set in association with the approval of the Master Plan.
- b) The Master Plan shall consist of a narrative and a land use map designating dwelling units and intensity of development and a supporting development standard document that will include data to be utilized in preparing site plans, landscaping, utility plans and tree mitigation.
- c) Information related to the architectural character should also be included in the development standards to guide the preparation of building elevations and architectural renderings.
- d) Within the SAD regulations, the Master Plan shall be reviewed by the Planning and Zoning Board to make a recommendation to the City Commission. The Master Plan shall be forwarded to the City Commission with the Planning & Zoning Board's recommendation. The City Commission will conduct two public hearings at which the final action will be taken at the second hearing.
- e) Site Plan(s) will not be filed concurrently with the Master Plan. A waiver from Section 4.4.25(D) requiring review and approval of a Site Plan prior to second reading of the Master Plan is being requested.
- f) In accordance with Section 2.4.5(F)(7), upon final approval of the Master Plan, such plan shall be stamped and certified by the Development Services Department as to its status and shall serve as the baseline for any subsequent submittals. All subsequent submissions shall conform in every respect to the Master Plan as may be modified as provided below.

#### Future Modifications to Master Plan

- a) The Master Plan shall be in accordance with Section 2.4.5 (F). Subsequent to approval of the Master Plan, any site and development plans shall be filed in accordance with Section 2.4.5(F)(1) through (5). An approved Master Plan may be modified either by administrative approval or by review by the Planning & Zoning Board through the public hearing process, depending on the degree of modification proposed to the Master Plan. If the modification relates to number of dwelling units, parking count, intensity or the dimensional standards, including setbacks ("Standards") and is less than a 5% deviation from such standard, the modification shall be processed administratively. All other modifications and those modifications of Standards in excess of 5% shall be processed and approved by the Planning and Zoning Board in accordance with 2.4.4 E(6).
- b) All Site Plan applications for new development must receive approval by Site Plan Review and Appearance Board (SPRAB) and be consistent with the approved Master Development Plan (MDP).

#### Sequencing Plan

- a) The Master Plan establishes the location of the parcels which include each parcel's their respective acreage, number of units and unit type, parking, and intensities for the commercial parcel, location of the main streets including parallel parking, internal transit stop, buffers, multi-use paths, the central park and the oak hammock preserve serving the overall development.

- b) The sequence for redevelopment of the parcels is as follows:
- (1) the demolition of three existing office buildings, asphalt parking lots and associated underground utilities which were formerly a part of the Office Depot headquarters;
  - (2) the installation of the main infrastructure including the roads, the utilities, buffers, multi use paths, and the central park;
  - (3) With the exception of the parcel within which the Arbors building (Folio # 12-43-46-30-15-001-0000) is located, all trees to be preserved or relocated shall be preserved or relocated in accordance with the tree preservation and removal plan; and
  - (4) The trees within the Arbors site located at the northeast corner of the Master Plan shall be relocated or preserved prior to commencing construction on the Arbors site.

Note: Items 1 through 3 shall be completed prior to the issuance of a building permit for vertical construction.

#### Parking

- a) Guest parking spaces must be accessible to all visitors and guests and may be centralized or located near recreational features within a development project.
- b) Parking adjacent to Congress Avenue shall be located to the rear or side of buildings having direct frontage along Congress Avenue. If parking is fronting on Congress Avenue between buildings, the parking must be screened with landscaping, fencing, and/ or a berm adequately landscaped to obscure the view of the parked cars from Congress Avenue. No surface parking shall be located between buildings and Congress Avenue frontage.
- c) Parking lots for the multifamily buildings are located to minimize pedestrian conflicts while providing locations within close proximity of destinations once cars are parked.
- d) Access to parking lots shall be restricted to specific driveway locations to minimize curb cuts as well as minimize conflicts between vehicles and pedestrians.
- e) Parking fields are to be placed internal to the site so as to not be visible from the major surrounding roadways or are buffered with berms and/ or landscaping to obscure the view of the parked cars from the adjacent roadway.
- f) The internal streets should provide parallel parking where possible on both sides of the street to provide ample convenient parking for guests and residents.

Parking shall be provided for the residential multifamily or mixed use buildings of the site as follows:

Efficiency dwelling unit	1.0 space/unit
One bedroom dwelling unit	1.25 spaces/unit
Two or more bedroom dwelling unit	2.00 spaces/unit
Two or more bedroom dwelling units within 1,000 feet of a Tri-Rail station	1.5 spaces/unit
Guest parking shall be provided cumulatively as follows:	
for the first 20 units	0.50 spaces/unit
for units 21—50	0.30 spaces/unit
for units 51 and above	0.20 spaces/unit

- g) The commercial non-residential portion of the site will provide parking spaces as required based upon size at the shopping center rate below per gross leasable floor area, irrespective of mix of uses:

25,000 to 400,000 square feet	provides: 4/1,000 square feet of gross floor area
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- h) For commercial mixed-use developments with a residential component, the shared parking formula under LDR Section 4.6.9(c)(8) can be utilized.
- i) Tandem spaces are permissible for valet parking within the commercial site.

<b>MINIMUM PARKING STANDARDS</b>	
<b>PARKING SPACE SIZE</b>	
STANDARD	9' x 18'
COMPACT	8'-16'
PARALLEL	8' x 22'
HANDICAP	12' X 18'
PARKING DRIVING AISLE (TWO WAY)	24'-0"
PARKING LANDSCAPE ISLAND	9'-0" WIDE
PARKING LANDSCAPE STRIP	5'-0"
FRONT OF BUILDING FAÇADE TO PARKING SPACE	5'-0"
PROPERTY LINE TO BUILDING	15'-0"
<b>MINIMUM SETBACKS</b>	
<b>MINIMUM SETBACK</b> (A minimum setback of 15 feet shall be established around the perimeter of any property. Within the front and any street side setback, the 15-foot setback area shall be a landscape area and no pavement shall be allowed therein except for pedestrian ways and driveways (or streets) which provide access to the property and which are generally perpendicular to the abutting street.)	15'-0"
<b>NOTE:</b> DISTANCES ARE MEASURED TO THE SHORTEST DISTANCE BETWEEN BUILDING ELEMENTS EXCLUDING PORCHES, BALCONIES AND COVERED ENTRIES. THE SETBACK REQUIREMENT OF 15 FEET SHALL BE MEASURED FROM THE CENTERLINE OF ANY CONTIGUOUS DRIVEWAY, ROADWAY, PARK, OPEN SPACE OR BUFFER. IN THE CASE THAT THE PROPERTY IS CONTIGUOUS TO THE PERIMETER BUFFER OF THE SAD DISTRICT, THE SETBACKS SHALL BE MEASURED FROM THE OUTER LIMITS OF THE BUFFER. IN NO EVENT SHALL BUILDINGS ENCROACH INTO BUFFERS, THE ANNEX OR ROADWAYS.	

- j) Wheel Stops shall be provided for all parking, other than parallel spaces, in the form of concrete wheel stops or a continuous concrete curb which is located so that there is two feet of clear distance from the front edge of the device to the front of the parking space.
- k) Two-way parking lot driving aisles 24 feet wide must be used when perpendicular parking spaces are used.
- l) The minimum drive aisle for two-way traffic flow is 20 feet but this dimension can only be used for short distances where there are no parking spaces on either side of the driving aisle.

- m) The minimum width of sidewalks along Congress Avenue, Germantown Road, within the Central Park and the infrastructure roadways shall be six feet. All other sidewalks shall be a minimum of five feet. The multi-use path within the perimeter buffers shall be a minimum of eight feet.

#### **Tree Mitigation**

A tree survey and arborist evaluation and rating report has been prepared for the trees contained within the site. Large buffers are provided around the entire perimeter of the site to provide adequate area for the relocation and preservation of quality specimen trees. The inventory, mitigation, preservation, and landscaping will be performed in conformity with the Land Development Regulations related to landscaping and preservation.

#### **Landscaping**

Landscaping shall be in accordance with the Landscape Regulations as listed below:

**1. Perimeter requirements adjacent to public and private rights-of-way:**

- a) The landscaping shall consist of at least one tree for each 30 linear feet or fraction thereof. The trees shall be located between the right-of-way line and the off-street parking or vehicular use area. Where the depth of the perimeter landscape strip adjacent to the right-of-way exceeds 15 feet, shade trees may be planted in clusters, but the maximum spacing shall not exceed 50 feet. The remainder of the landscape area shall be landscaped with grass, ground cover, or other landscape treatment excluding pavement.
- b) Additionally, a hedge, wall or other durable landscape area shall be placed along the interior perimeter of the landscape strip. If a hedge is used, it must be a minimum of two feet in height at the time of planting and attain a minimum height of three feet above the finished grade of the adjacent vehicular use or off-street parking area within one year of planting.
- c) Multiple tier plantings are strongly encouraged for all properties, regardless of the depth of the landscape buffer. Those properties that have a landscape buffer depth of ten feet or more shall be required to provide an additional layer of groundcover. The groundcover shall be located directly in front of the required hedge, so as to be visible from the adjacent right-of-way. This groundcover shall be installed at one-half of the height of the required perimeter hedge.
- d) If a nonliving barrier is used, it shall be a minimum of three feet above the finished grade of the adjacent vehicular use. Nonliving barriers shall require additional landscaping to soften them and enhance their appearance. For each ten feet of nonliving barrier, a shrub or vine shall be planted along the street side of the barrier, in addition to tree requirements.
- e) Earth berms may be used only when installed in conjunction with sufficient plant materials to satisfy the screening requirements. The slope of the berm shall not exceed a 3:1 ratio.
- f) Hedges for multi-family projects which are used to separate a residential use from an adjacent arterial or collector road right-of-way may attain a height of eight feet to mitigate the impact of the adjacent roadway.
- g) The unpaved portion of the right-of-way adjacent to the property line shall be landscaped with sod and provided with irrigation and maintenance.
- h) The width of access ways which provide access to a site or vehicular use areas may be subtracted from the linear dimensions used to determine the number of trees required.

**2. Perimeter landscaping requirements relating to abutting properties:**

- a) A landscaped barrier shall be provided between the off-street parking area or other vehicular use area and abutting properties. The landscape barrier may be two feet at the time of planting and achieve and be maintained at not less than three nor greater than six feet in height to form a continuous screen

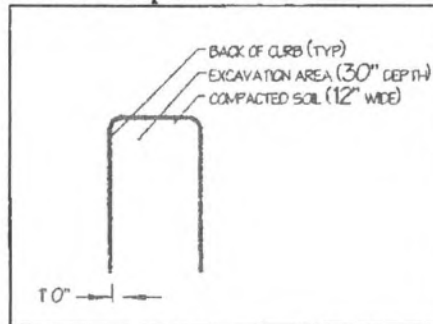
between the off-street parking area or vehicular use area and such abutting property. This landscape barrier shall be located between the common lot line and the off-street parking area or other vehicular use area in a planting strip of not less than five feet in width that is free of any vehicular encroachment, including car overhang. Duplexes may be permitted to reduce the perimeter planting strip to two and one-half feet in width in cases where lot frontage is less than 55 feet. In addition, one tree shall be provided for every 30 linear feet of such landscaped barrier or fraction thereof.

- b) The provisions for perimeter landscape requirements relating to abutting properties shall not be applicable where a proposed parking area or other vehicular use area abuts an existing hedge or established tree line, the existing hedge and trees may be used to satisfy the landscape requirements provided the existing material meets all applicable standards. The landscape strip, a minimum of five feet in depth, however, is still required, and must be landscaped with sod or ground cover and be free of any vehicular encroachment, including car overhang. If the existing landscaping does not meet the standards of this article, additional landscaping shall be required as necessary to meet the standards. In the event the landscaping provided by the adjacent property which has been used to satisfy the landscaping requirements for the property making application is ever removed, the property heretofore using the existing vegetation to satisfy landscaping requirements, must then install landscaping as required to comply with the provisions of this code.
- c) There shall be a group of palms or a shade tree for every 125 square feet of required interior landscaping. No more than 25 percent of these required trees shall be palms.
- d) Landscape islands which contain a minimum of 135 square feet of planting area, with a minimum dimension of nine feet, exclusive of the required curb, shall be placed at intervals of no less than one landscaped island for every 13 standard parking spaces. One shade tree shall be planted in every island with a minimum of 75 square feet of shrubs and groundcovers. Tree specifications shall adhere to those listed in Section 4.6.16(E)(5) and 4.6.16(E)(6) of the Land Development Regulations. Where approval for the use of compact parking has been approved, islands may be placed at intervals of no less than one island for every 15 compact parking spaces.
- e) The distance between parking islands can be increased up to 15 standard or 17 compact parking spaces but the width of the parking island must be increased by one foot for each additional space (i.e. if the distance between parking islands is 15 standard parking spaces the parking island would have to be 11 feet wide).
- f) Unobstructed cross-visibility shall be maintained at all terminal landscape islands where it intersects a right-of-way. Clear visibility shall be maintained between three feet to six feet above ground. Proper plant selection shall be utilized that fully accounts for the mature height and spread of that plant. The proper design shall have low groundcovers within the nose of the island with small shrubs located at the back end of the island.
- g) Each row of parking spaces shall be terminated by landscape islands with dimensions as indicated above. An exception to this requirement is when a landscaped area, with the dimensions above, exists at the end of the parking row.
- h) Perimeter landscape strips which are required to be created by this code or requirements of the zoning code shall not be credited to satisfy any interior landscaping requirements, however, the gross area of perimeter landscape strips which exceed minimum requirements may be credited to satisfy the interior landscape requirements of this section.
- i) Interior landscaping in both parking areas and other vehicular use areas shall, insofar as possible, be used to delineate and guide major traffic movement within the parking area so as to prevent cross-space driving wherever possible. A portion of the landscaping for interior parking spaces, not to exceed 25 percent of the total requirement, may be relocated so as to emphasize corridors or special landscape areas within the general parking area or adjacent to buildings located on the site, if helpful in achieving



greater overall aesthetic effect. Such relocated landscaping shall be in addition to the perimeter landscaping requirements.

- j) Existing native soil within all landscape islands, interior landscape strips and perimeter landscape strips, adjacent to vehicular use areas, shall be excavated down to a depth of 30 inches below existing grade, except for a 12-inch buffer from the inside of curb or pavement (see diagram below). A suitable planting soil mixture of 50/50, 60/40 (sand/topsoil) or as otherwise indicated by the Registered Landscape Architect, shall either be backfilled in place of the native soil or efficiently mixed with the native soil to create an optimum environment for successful root development. If native soil is to be mixed, it shall first be screened to remove rocks and debris larger than one-half inch in diameter prior to mixing. All properties under this section shall be required to have an open landscape bed inspection prior to backfilling to insure the 30-inch depth has been met.



- k) All air-conditioning units and other mechanical equipment and refuse areas whose height is five feet or less shall be screened with shrubbery that is tall enough to fully screen the units from view. Equipment five feet to 16 feet above grade shall be screened with hedges that are half of the height of the item to be screened. In such instances, the required hedge shall not be any less than five feet in height. Anything higher than 16 shall be screened with shrubbery that is a minimum of eight in height.
- l) Landscaping may be permitted in easements only with the written permission of the easement holder. Written permission shall be submitted as part of the site plan or landscape plan review.

### 3. Foundation landscaping requirements

- a) Foundation landscaping shall be required. This shall incorporate trees, shrubs and groundcovers. Multiple tiers of plant material should be utilized and thoughtfully designed to accomplish the goal of softening the building mass while adding vibrant color and textures.
- b) New multi-story structures shall adhere to the landscape requirements set forth in this section. The purpose of these requirements is to aesthetically and visually buffer larger structures and to maintain an appropriately scaled relationship between the height of the structure and its surrounding landscape.
- c) Foundation trees with specifications listed in Table 1 below shall be planted along the building façade that faces a dedicated Right-of-Way. The spacing of these trees shall be determined based on the average canopy width of the proposed tree.

Table 1. Foundation Tree Specifications

Mean Structure Height (feet)	Minimum Tree Height (feet)	Minimum Tree Spread (feet)	Minimum Overall Palm Height (feet)
To 15	12 to 14 (code)	5	12 (code)
15 to 25	14 to 16	6	16
26 to 35	16 to 18	7	20

Mean Structure Height (feet)	Minimum Tree Height (feet)	Minimum Tree Spread (feet)	Minimum Overall Palm Height (feet)
36 and greater	16 to 18	7	25

#### 4. Street trees for new residential developments

Street trees are an integral component of creating a themed landscape and shall be required as per this section. Street trees shall be located along the edge of the sidewalk to provide shade for pedestrians.

##### Perimeter Buffers

A landscape buffer shall be provided around the development. Parking, structures, perimeter roadways, and other paving is not permitted within this buffer except for bicycle paths, sidewalks, jogging trails, and driveways or access streets which provide ingress and egress for traffic and which are generally perpendicular to the buffer. The width of the buffer shall be as per the chart below. In no case shall the landscape area be a width of less than fifteen feet.

When adjacent to Congress Avenue	15 feet
When abutting residentially zoned property	40 feet
When adjacent to but separated from residentially zoned property by a street, waterway, alley, or park	25 feet
All other perimeters	15 feet

##### Perimeter Site Setbacks

- Setbacks adjacent to the Congress Avenue Frontage shall be a minimum of ten feet and a maximum of 20 feet measured from the back side of the required buffer.
- Except as otherwise provided in paragraph a) above, *setbacks for front, side, and rear yards* shall be the minimum as identified in the chart above for Perimeter Buffers.

##### Lot coverage and open space.

- Lot coverage by building, pavement and hardscape site improvements excluding sidewalks or multipurpose paths shall not exceed 75 percent of the gross area of the Master Plan.
- Land area, equal to at least 25 percent of the total district including the perimeter landscaped boundary, shall be in open space including sidewalks and multi- purpose paths. Landscape areas required to meet internal parking lot design requirements, water bodies and paved areas shall not be included in the meeting of this 25 percent open space requirement.

##### Height

The maximum height of all buildings shall be 85 feet. Floor heights for all buildings shall comply with the following:

- Office, Research, and Commercial Floor Heights shall be a minimum of 12 feet floor to floor on the first floor and ten feet floor to floor on all floors above.
- Hotel, motel, residential, and all suite lodging, shall have a minimum floor height of nine feet floor to floor on all floors, with the exception of ceiling drops for mechanical distribution and, in that case, no less than seven feet and six inches.

- c) Auxiliary and service rooms, such as, garages, restrooms, closets, laundry rooms, dressing rooms, storage rooms, mechanical, electrical, and plumbing equipment rooms are exempted from the floor height regulations.

<b><u>Building separations (minimum requirements)</u></b>	
5 Story Multi-family building to 5 Story Multi-Family building	50'-0"
5 Story Multi-Family building to Single Family building	40'-0"
Single Family building to Single Family building	10'-0"
Sidewalk to Single Family building	5'-0"
Sidewalk to Multi-Family building	5'-0"
4 Story Multi-Family to 4 Story Multi-Family building	30'-0"
4 Story Multi-Family building to Single Family building	20'-0"
PROPERTY LINE TO BUILDING	MINIMUM BUFFER REQUIREMENTS
NOTE: DISTANCES ARE MEASURED TO THE SHORTEST DISTANCE BETWEEN BUILDING ELEMENTS EXCLUDING PORCHES, BALCONIES, AND COVERED ENTRIES.	

#### **Minimum floor area**

- a) Residential units are subject to the minimum square footage per the chart below.  
b) There are no minimum floor area requirements for office, retail, hotels, motels, and residential all suite lodging uses.

Efficiency	400 sq. ft.
One Bedroom	600 sq. ft.
Two Bedroom	900 sq. ft.
Three Bedroom	1,250 sq. ft.
Four Bedroom	1,500 sq. ft.

- c) For purposes of bedroom count, a room used as a den, library or study without a closet shall not be counted as a bedroom.

#### **Infrastructure/ Streetscape/ Bus Shelter**

An interconnected network of streets with sidewalks and paths designed to encourage walking and bicycle use and a mid-block rotary for traffic calming and better facilitation of traffic flow have been incorporated into the master plan and shall be constructed as detailed above. Protecting pedestrians from vehicular conflicts and segregating vehicular from pedestrian traffic is an important element in the design of the street and walkway network. Streets will be lined with street trees to provide shade for pedestrians and parked cars while creating a pleasing streetscape that is inviting to residents and guests.

A bus bay is proposed on Congress Avenue to accommodate full size city transit buses. The construction of this improvement shall be commenced and completed with the initial infrastructure work for the overall

development. Multimodal nodes will be provided within the commercial area and can be accommodated at the central rotary to provide convenient drop off/ pick up for a variety of private or public transportation modes that will include the Tri-rail shuttle, the Downtowner shuttle (if route can be modified), Uber and the like, and private carrier pick up and drop off. Multimodal facilities will be centrally located within the commercial site and will be within easy walking distance between residential and non-residential uses. The Tri-rail Station is to the north of the site and the Park and Ride Lot is to the south, providing residents alternative modes of transportation within a short distance from the site.

A shaded walking/ biking path is being provided within large green belts around the perimeter of the property. These pathways will provide opportunities for biking, jogging, walking minimizing conflicts with motorized vehicles while moving around the site. A connection to the Delray Oaks Natural Area adjacent to the south property line and the proposed perimeter bike/walkway is proposed provided the county will approve such a connection. This would permit users to expand their walking / biking experience beyond the limits of the site and enjoy the flora and fauna within the natural area.

All of the infrastructure provided in this paragraph shall be commenced as discussed above prior to construction of any residential or commercial parcel within the Master Plan.

#### **Enclosure Screening**

Utility enclosures shall be enclosed on three sides and have vision obscuring gates on the fourth side. Landscaping in the form of a hedge must be provided in front of the enclosures to screen the enclosure from view. The enclosure may not be located within a required setback or easement area.

Screening for all ground level and roof top level air-conditioning units and mechanical equipment shall be provided.

#### **Generators**

Generators shall be installed for multi-family buildings and the clubhouse with adequate fuel supply to run the generator for 12 hours.

#### **Traffic Calming**

The traffic circulation system shall be designed to control speed and reduce volumes on the interior street network, not to include driveways within parking access. This can be accomplished through the use of traffic calming devices which include the installation of speed tables, different pavement patterns, parallel parking, landscape nodes, striping, and a round-a-bout. Signage will also remind motorist of speed limit and locations of traffic calming devices.

#### **Recreation Facilities**

Tot lots and recreational areas, serving children from toddler to teens, shall be a feature as part of the design to accommodate households having a range of ages. Recreation facilities shall include the following:

The Club House is a private recreational facility and will have approximately 18,000 sf of covered area, comprised of two floors and equipped with the following amenities to serve residents:

- a) Public Restrooms
- b) Business Center

- c) Social Room
- d) Gymnasium with yoga/aerobics room
- e) Kids room
- f) Media room
- g) Lounge area

Note: The leasing/ management office will be located within the clubhouse in a space separate from the recreation activities.

The outdoor component, distributed within the residential areas of the master plan, will have the following elements:

- a) The Central Park, including seating areas, open "green" areas and tree-shaded areas.
- b) Main private outdoor pool' adjacent to the Club House, with cabanas and outdoor barbeque area. For avoidance of doubt, the Club House and pool area shall be private
- c) Tot lots
- d) Dog park
- e) Multi-use paths is contained within the perimeter buffers, adjacent to both the residential and nonresidential parcels of the master plan.

Note: The Central Park and the Multi-use paths shall be commenced prior to the issuance of a building permit for vertical construction. The remaining items shall be constructed prior to the issuance of the first certificate of occupancy for residential development.

#### Architectural Style

Architectural styles are graphically shown within a pattern book created to highlight a select choice of architectural styles to provide architectural guidelines and character details for architectural themes utilized within the development. The pattern book is proposed to ensure a cohesive complimentary design for the community. Within the pattern book, the architectural standards address the architectural character of the development. It specifies design principles and concepts to be used with the project. Examples of building materials, finishes, details and signs are depicted to ensure high quality and consistent design standards. The character of the community will be largely set though regulating the architectural character within the community. A pattern book depicting architectural styles, themes, design elements, materials, colors, and standards is being utilized to insure conformance with a particular style while providing alternative choices to ensure the architecture of the overall development is diverse and interesting.

Workforce Housing shall be as follows:

#### 1690-2350 S. Congress Avenue SAD

Residential developments must include a minimum of 10 percent Rental Workforce Housing Units and 10 percent For Sale Workforce Housing Units consisting of moderate income workforce units as defined by Article 4.7 Family/Workforce Housing.

If the development contains a mix of different types of units, (e.g. condominium, townhouse, detached, etc.), the proportion of workforce units by bedroom count must be approximately the same (within 10%) as the proportion of market rate units by bedroom count to total market rate units regardless of type of unit.

Moderate income household. A household with a gross, combined income between 81 percent and 140 percent of the Palm Beach County Adjusted Median Income (as defined by the Florida Housing Finance Authority) for a 2-person household for 1 BR units, for a 3-person household for 2 BR units and for 4-person+ household for 3 BR+ units.



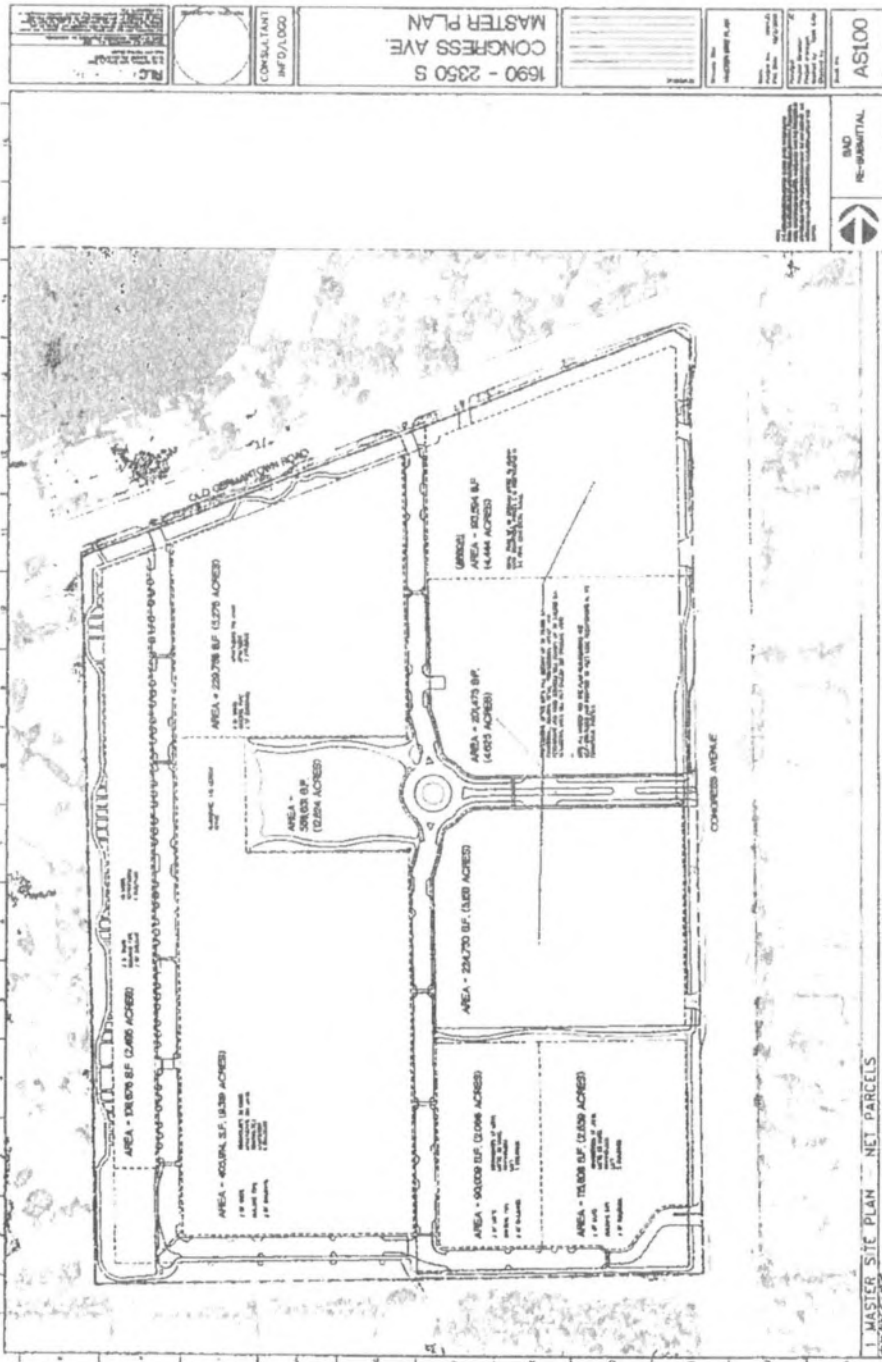
For moderate income households, the maximum price shall be established by the Community Improvement Department based on a formula that considers the prevailing mortgage interest rates.

### *Performance Standards for Site Plan*

The intent of the standards is to mitigate the impacts of the additional density both internal and external to the site. The performance standards are as follows:

- a) The traffic circulation system is designed to control speed and reduce volumes on the interior and exterior street network. This can be accomplished through the use of traffic calming devices; street networks consisting of loops and short segments; multiple entrances and exits into the development; and similar measures that are intended to minimize through traffic and keep speeds within the development at or below 20 m.p.h.
- b) Buildings are placed throughout the development in a manner that reduces the overall massing and provides a feeling of open space.
- c) Where immediately adjacent to residential zoning districts having a lower density, building setbacks and landscape materials along those adjacent property lines are increased beyond the required minimums in order to provide a meaningful buffer to those lower density areas.
- d) The development offers a varied streetscape and building design. For example, setbacks are staggered and offset, with varying roof heights (for multi-family buildings, the planes of the facades are offset to add interest and distinguish individual units). Building elevations incorporate diversity in window and door shapes and locations; features such as balconies, arches, porches, courtyards; and design elements such as shutters, window mullions, quoins, decorative tiles, etc.
- e) A number of different unit types, sizes and floor plans are available within the development in order to accommodate households of various ages and sizes. Multi-family housing will at a minimum have a mix of efficiency, one, two and three bedroom units with varying floor plans. The development is designed to preserve and enhance existing natural areas and/or water bodies. Where no such areas exist, new areas which provide open space and native habitat are created and incorporated into the project.
- f) The project provides a convenient and extensive multi-use bicycle/pedestrian network, and access to available transit.
- g) In the event, residential dwellings units are proposed within the commercial parcel(s), any residential development shall be integrated within the commercial utilizing shared parking, pathways, open spaces and architecture in such a way as to create a one viable mixed use development.

1690-2350 S. Congress Avenue  
Master Development Plan



## Exhibit "C"

### Proposed Residential Component Uses

Proposed uses within the residential site may be any combination of, or all of the following uses:

Multi-family dwelling units, Live-work units, Townhouse units, Workforce Housing units, Clubhouse and recreational amenities for residential units

### Proposed Commercial Component Uses

Proposed uses within the commercial site may be any combination of, or all of the following uses:

Retail shops or kiosks.

Financial Institutions, banks, savings and loan establishments, brokerage firms, and similar institutions including drive-through facilities.

Medical Offices, physicians, dentists, chiropractors, podiatrists, optometrists, medical and dental clinics, medical and dental laboratories etc.

Business and Professional Offices, including Co-Working facilities.

Governmental offices, e.g., including federal, state, county, and local offices, along with their related fleet and communications operations (which will be considered accessory uses to governmental offices and services), civic centers, courthouses, fire stations, public health facility, law enforcement offices and facilities, post office, public utility facilities, communication towers and community facilities such as civic centers, cultural facilities, libraries, auditoriums, museums, and public recreation facilities.

Business Support Services, primarily engaged in rendering services to other building establishments, e.g., such as mailing, building maintenance, personnel and employment services, management, and consulting services, protective services, copy and printing, travel, office supply, and similar services.

Research and development. Research and Development (R&D) uses involve either some degree of product creation, testing, evaluation, and development or the provision of testing and evaluation services for use by others.

Product creation, testing, evaluation, and development. Computer hardware. Computer software. Pharmaceuticals. Research and development services.

Restaurants including drive-in and drive-through, outdoor cafes, baked goods, caterer, cheeses, beer, wine, liquor, confectioneries, meats, fruits and vegetables, ice cream, butcher shop, Lunch counters, cafeterias, snack bars, and vending machine areas, food preparation and processing as single tenant space or incorporated into a shared space "Food Hall" building.

Pharmacies, flowers and plants, gifts, glassware, leather goods, luggage, medical and surgical equipment, music and musical instruments, nautical supplies, office furniture equipment and supplies, photographic equipment and supplies, sewing supplies, sporting goods, toys, wearing apparel and accessories, appliances, bicycles, business machines, jewelry

Cosmetics, barber, beauty shops, and salons.

Tobacconist, Cocktail lounges, Standalone bars (no minimum spacing restriction), Brewery, Distillery, sundry shops. Brewery or Distilleries can be standalone bars or incorporated with food service.

Dry cleaning limited to on-site processing for customer pickup only, dry cleaning and laundry pickup stations; tailoring.

Galleries, exercise facilities, museums, libraries, newsstands.

Pet grooming, pets, and pet supplies.

Vocational schools limited to arts and crafts, beauty, dancing, gymnastics, modeling, karate-judo studio, interior decorating, photographic studio, printing and publishing.

Classroom and training facilities, meeting and conference facilities.

Child Care facilities.

Multi-family dwelling units, Live-work units.

Hotel / Motel.

Theaters.

Ice Skating Rink.

**EXHIBIT "C"**  
**(Form Declaration)**



Prepared by and Return to:

**City of Delray Beach  
Attn: Lynn Gelin, Esq.  
Deputy City Attorney  
200 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444**

## **DECLARATION OF RESTRICTIVE COVENANT**

**THIS DECLARATION OF RESTRICTIVE COVENANT (“Declaration”)**, is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between \_\_\_\_\_, a Delaware \_\_\_\_\_, whose address is \_\_\_\_\_, (referred to herein as “Owner”), for the benefit of the City of Delray Beach (“City”), a Florida Municipal Corporation, whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444.

### **WITNESSETH:**

**WHEREAS**, this Agreement, among other things, is intended to set forth the number of Workforce Housing Unit required within the portion of the property more particularly described in Exhibit “A” and made a part hereof (the “Property”); and

**WHEREAS**, \_\_\_\_\_ is the owner of property included within a development known as Parks of Delray, which lies in the City of Delray Beach, County of Palm Beach, and the State of Florida; and

**WHEREAS**, a Restrictive Covenant Master Agreement for the Property has been recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida (“Master Agreement”); and

**WHEREAS**, as a condition to the Master Agreement, Owner is required to provide a minimum ten percent (10%) workforce housing units, as defined in the Master Agreement (“workforce Housing Units”) within each site plan, and that Owner is required to record a separate Declaration of Restrictive Covenants following the approval of each site plan, identifying the total number of workforce housing units to be included with that particular site plan; and

**WHEREAS**, on \_\_\_\_\_, 20\_\_ the City approved Site Plan Application \_\_\_\_\_ (application number) allowing for a total of \_\_\_\_\_ residential units on the Property (“Project”); and

**WHEREAS**, the Parties agree to enter into this Declaration which is to be recorded against the Property in the Public Records of Palm Beach County, Florida and shall apply and be enforceable against all current and future owners, as applicable, during the term of this Agreement.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including but not limited to the mutual promises set forth herein, Owner and the City hereby agree as follows:

1. **Recitals.** The recitations set forth above are true and correct and incorporated in this Agreement as if fully set forth herein.

2. **Workforce Housing.** Owner hereby agrees to provide the following number of Workforce Housing Units within the Project:

For Sale Units: \_\_\_\_\_ Moderate Workforce Housing Units

Rental Units: \_\_\_\_\_ Moderate Workforce Housing Units

3. **Master Agreement.** Owner hereby acknowledges that the terms of the Master Agreement shall remain in full force and effect.

4. **Covenant Running With the Land.** This Declaration is to run with the land and shall bind all parties and persons, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified, amended or released in accordance with the provisions set forth in Paragraph 5 herein.

5. **Modification, Amendment, Release.** This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the Property affected by such modification, amendment or release and approved in writing by the City. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Palm Beach County, Florida.

6. **Recording and Effective Date.** This Declaration shall not become effective and shall not be recorded in the Public Records of Palm Beach County, Florida and the restriction on the development of the Property contained herein shall not become enforceable until all required governmental entities have approved and adopted, with no appeal having been filed or if filed resolved so as to uphold the approvals, the Project, which will allow for the development of the Property in accordance with the restrictions herein ("Final Approval"). Declarant shall record this Declaration not later than 10 business days after Final Approval.

7. **Third Party Beneficiary Rights.** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

IN WITNESS WHEREOF, Owner has executed this Declaration on the day first written above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Name Printed or typed

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (entity), a \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

**EXHIBIT “A”  
(the “Property”)**

**EXHIBIT "D"**  
**(Form of Report)**



As of:

**Moderate Income Household Definition**

		Household Members (#)							
		1	2	3	4	5	6	7	8
Income Limits	80%	\$49,200	\$56,240	\$63,280	\$70,240	\$75,920	\$81,520	\$87,120	\$92,720
	120%	\$73,800	\$84,360	\$94,920	\$105,360	\$113,880	\$122,280	\$130,680	\$139,080

**Rental Rate Limits**

		Bedroom Count (#)				
		Studio	1	2	3	4
Rent Limits	120%	N/A	\$1,977	\$2,373	\$2,740	N/A
	140%	N/A	\$2,306	\$2,768	\$3,197	N/A

**Income Qualification**

Max Rent : Income Ratio	35.0%	Current Qualified Units	0	0.0%	of total units
		Studios	0	#####	of studios
		1 Bedrooms	0	#####	of 1 bedrooms
		2 Bedrooms	0	#####	of 2 bedrooms
		3 Bedrooms	0	#####	of 3 bedrooms

Qualified Leases (xx required)

	Lease Start	Lease End	Unit #	Unit Type	Bedrooms	Monthly Rent	Tenant	Annual Household Income	Household Members	Rent : Income Ratio		Rental Rate Limit		Income Limit	
1.										N/A	FALSE	N/A	FALSE	N/A	FALSE
2.										N/A	FALSE	N/A	FALSE	N/A	FALSE
3.										N/A	FALSE	N/A	FALSE	N/A	FALSE
4.										N/A	FALSE	N/A	FALSE	N/A	FALSE
5.										N/A	FALSE	N/A	FALSE	N/A	FALSE
6.										N/A	FALSE	N/A	FALSE	N/A	FALSE
7.										N/A	FALSE	N/A	FALSE	N/A	FALSE
8.										N/A	FALSE	N/A	FALSE	N/A	FALSE
9.										N/A	FALSE	N/A	FALSE	N/A	FALSE
10.										N/A	FALSE	N/A	FALSE	N/A	FALSE
11.										N/A	FALSE	N/A	FALSE	N/A	FALSE
12.										N/A	FALSE	N/A	FALSE	N/A	FALSE
13.										N/A	FALSE	N/A	FALSE	N/A	FALSE
14.										N/A	FALSE	N/A	FALSE	N/A	FALSE
15.										N/A	FALSE	N/A	FALSE	N/A	FALSE
16.										N/A	FALSE	N/A	FALSE	N/A	FALSE
17.										N/A	FALSE	N/A	FALSE	N/A	FALSE
18.										N/A	FALSE	N/A	FALSE	N/A	FALSE
19.										N/A	FALSE	N/A	FALSE	N/A	FALSE
20.										N/A	FALSE	N/A	FALSE	N/A	FALSE
21.										N/A	FALSE	N/A	FALSE	N/A	FALSE
22.										N/A	FALSE	N/A	FALSE	N/A	FALSE
23.										N/A	FALSE	N/A	FALSE	N/A	FALSE
24.										N/A	FALSE	N/A	FALSE	N/A	FALSE
25.										N/A	FALSE	N/A	FALSE	N/A	FALSE
26.										N/A	FALSE	N/A	FALSE	N/A	FALSE
27.										N/A	FALSE	N/A	FALSE	N/A	FALSE
28.										N/A	FALSE	N/A	FALSE	N/A	FALSE
29.										N/A	FALSE	N/A	FALSE	N/A	FALSE
30.										N/A	FALSE	N/A	FALSE	N/A	FALSE
31.										N/A	FALSE	N/A	FALSE	N/A	FALSE
32.										N/A	FALSE	N/A	FALSE	N/A	FALSE
33.										N/A	FALSE	N/A	FALSE	N/A	FALSE
34.										N/A	FALSE	N/A	FALSE	N/A	FALSE
35.										N/A	FALSE	N/A	FALSE	N/A	FALSE
36.										N/A	FALSE	N/A	FALSE	N/A	FALSE

Qualified Leases (xx required)

	Lease Start	Lease End	Unit #	Unit Type	Bedrooms	Monthly Rent	Tenant	Annual Household Income	Household Members	Rent : Income Ratio		Rental Rate Limit		Income Limit	
37.										N/A	FALSE	N/A	FALSE	N/A	FALSE
38.										N/A	FALSE	N/A	FALSE	N/A	FALSE
39.										N/A	FALSE	N/A	FALSE	N/A	FALSE
40.										N/A	FALSE	N/A	FALSE	N/A	FALSE
41.										N/A	FALSE	N/A	FALSE	N/A	FALSE
42.										N/A	FALSE	N/A	FALSE	N/A	FALSE
43.										N/A	FALSE	N/A	FALSE	N/A	FALSE
44.										N/A	FALSE	N/A	FALSE	N/A	FALSE
45.										N/A	FALSE	N/A	FALSE	N/A	FALSE
46.										N/A	FALSE	N/A	FALSE	N/A	FALSE
47.										N/A	FALSE	N/A	FALSE	N/A	FALSE
48.										N/A	FALSE	N/A	FALSE	N/A	FALSE
49.										N/A	FALSE	N/A	FALSE	N/A	FALSE
50.										N/A	FALSE	N/A	FALSE	N/A	FALSE
51.										N/A	FALSE	N/A	FALSE	N/A	FALSE
52.										N/A	FALSE	N/A	FALSE	N/A	FALSE
53.										N/A	FALSE	N/A	FALSE	N/A	FALSE
54.										N/A	FALSE	N/A	FALSE	N/A	FALSE
55.										N/A	FALSE	N/A	FALSE	N/A	FALSE
56.										N/A	FALSE	N/A	FALSE	N/A	FALSE
57.										N/A	FALSE	N/A	FALSE	N/A	FALSE
58.										N/A	FALSE	N/A	FALSE	N/A	FALSE
59.										N/A	FALSE	N/A	FALSE	N/A	FALSE
60.										N/A	FALSE	N/A	FALSE	N/A	FALSE
61.										N/A	FALSE	N/A	FALSE	N/A	FALSE
62.										N/A	FALSE	N/A	FALSE	N/A	FALSE
63.										N/A	FALSE	N/A	FALSE	N/A	FALSE
64.										N/A	FALSE	N/A	FALSE	N/A	FALSE
65.										N/A	FALSE	N/A	FALSE	N/A	FALSE
66.										N/A	FALSE	N/A	FALSE	N/A	FALSE
67.										N/A	FALSE	N/A	FALSE	N/A	FALSE
68.										N/A	FALSE	N/A	FALSE	N/A	FALSE
69.										N/A	FALSE	N/A	FALSE	N/A	FALSE
70.										N/A	FALSE	N/A	FALSE	N/A	FALSE
71.										N/A	FALSE	N/A	FALSE	N/A	FALSE
72.										N/A	FALSE	N/A	FALSE	N/A	FALSE

Qualified Leases (xx required)

	Lease Start	Lease End	Unit #	Unit Type	Bedrooms	Monthly Rent	Tenant	Annual Household Income	Household Members	Rent : Income Ratio		Rental Rate Limit		Income Limit	
73.										N/A	FALSE	N/A	FALSE	N/A	FALSE
74.										N/A	FALSE	N/A	FALSE	N/A	FALSE
75.										N/A	FALSE	N/A	FALSE	N/A	FALSE
76.										N/A	FALSE	N/A	FALSE	N/A	FALSE
77.										N/A	FALSE	N/A	FALSE	N/A	FALSE
78.										N/A	FALSE	N/A	FALSE	N/A	FALSE
79.										N/A	FALSE	N/A	FALSE	N/A	FALSE
80.										N/A	FALSE	N/A	FALSE	N/A	FALSE
81.										N/A	FALSE	N/A	FALSE	N/A	FALSE
82.										N/A	FALSE	N/A	FALSE	N/A	FALSE
83.										N/A	FALSE	N/A	FALSE	N/A	FALSE
84.										N/A	FALSE	N/A	FALSE	N/A	FALSE
85.										N/A	FALSE	N/A	FALSE	N/A	FALSE
86.										N/A	FALSE	N/A	FALSE	N/A	FALSE
87.										N/A	FALSE	N/A	FALSE	N/A	FALSE
88.										N/A	FALSE	N/A	FALSE	N/A	FALSE
89.										N/A	FALSE	N/A	FALSE	N/A	FALSE
90.										N/A	FALSE	N/A	FALSE	N/A	FALSE
91.										N/A	FALSE	N/A	FALSE	N/A	FALSE
92.										N/A	FALSE	N/A	FALSE	N/A	FALSE
93.										N/A	FALSE	N/A	FALSE	N/A	FALSE
94.										N/A	FALSE	N/A	FALSE	N/A	FALSE
95.										N/A	FALSE	N/A	FALSE	N/A	FALSE
96.										N/A	FALSE	N/A	FALSE	N/A	FALSE
97.										N/A	FALSE	N/A	FALSE	N/A	FALSE
98.										N/A	FALSE	N/A	FALSE	N/A	FALSE
99.										N/A	FALSE	N/A	FALSE	N/A	FALSE
100.										N/A	FALSE	N/A	FALSE	N/A	FALSE
101.										N/A	FALSE	N/A	FALSE	N/A	FALSE
102.										N/A	FALSE	N/A	FALSE	N/A	FALSE
103.										N/A	FALSE	N/A	FALSE	N/A	FALSE
104.										N/A	FALSE	N/A	FALSE	N/A	FALSE
105.										N/A	FALSE	N/A	FALSE	N/A	FALSE
106.										N/A	FALSE	N/A	FALSE	N/A	FALSE
107.										N/A	FALSE	N/A	FALSE	N/A	FALSE
108.										N/A	FALSE	N/A	FALSE	N/A	FALSE

Qualified Leases (xx required)

	Lease Start	Lease End	Unit #	Unit Type	Bedrooms	Monthly Rent	Tenant	Annual Household Income	Household Members	Rent : Income Ratio		Rental Rate Limit		Income Limit	
109.										N/A	FALSE	N/A	FALSE	N/A	FALSE
110.										N/A	FALSE	N/A	FALSE	N/A	FALSE
111.										N/A	FALSE	N/A	FALSE	N/A	FALSE
112.										N/A	FALSE	N/A	FALSE	N/A	FALSE
113.										N/A	FALSE	N/A	FALSE	N/A	FALSE
114.										N/A	FALSE	N/A	FALSE	N/A	FALSE
115.										N/A	FALSE	N/A	FALSE	N/A	FALSE
116.										N/A	FALSE	N/A	FALSE	N/A	FALSE
117.										N/A	FALSE	N/A	FALSE	N/A	FALSE
118.										N/A	FALSE	N/A	FALSE	N/A	FALSE
119.										N/A	FALSE	N/A	FALSE	N/A	FALSE
120.										N/A	FALSE	N/A	FALSE	N/A	FALSE
121.										N/A	FALSE	N/A	FALSE	N/A	FALSE
122.										N/A	FALSE	N/A	FALSE	N/A	FALSE
123.										N/A	FALSE	N/A	FALSE	N/A	FALSE
124.										N/A	FALSE	N/A	FALSE	N/A	FALSE
125.										N/A	FALSE	N/A	FALSE	N/A	FALSE
126.										N/A	FALSE	N/A	FALSE	N/A	FALSE
127.										N/A	FALSE	N/A	FALSE	N/A	FALSE
128.										N/A	FALSE	N/A	FALSE	N/A	FALSE
129.										N/A	FALSE	N/A	FALSE	N/A	FALSE
130.										N/A	FALSE	N/A	FALSE	N/A	FALSE
131.										N/A	FALSE	N/A	FALSE	N/A	FALSE
132.										N/A	FALSE	N/A	FALSE	N/A	FALSE
133.										N/A	FALSE	N/A	FALSE	N/A	FALSE
134.										N/A	FALSE	N/A	FALSE	N/A	FALSE
135.										N/A	FALSE	N/A	FALSE	N/A	FALSE
136.										N/A	FALSE	N/A	FALSE	N/A	FALSE
137.										N/A	FALSE	N/A	FALSE	N/A	FALSE
138.										N/A	FALSE	N/A	FALSE	N/A	FALSE
139.										N/A	FALSE	N/A	FALSE	N/A	FALSE
140.										N/A	FALSE	N/A	FALSE	N/A	FALSE
141.										N/A	FALSE	N/A	FALSE	N/A	FALSE
142.										N/A	FALSE	N/A	FALSE	N/A	FALSE
143.										N/A	FALSE	N/A	FALSE	N/A	FALSE
144.										N/A	FALSE	N/A	FALSE	N/A	FALSE



Qualified Leases (xx required)

	Lease Start	Lease End	Unit #	Unit Type	Bedrooms	Monthly Rent	Tenant	Annual Household Income	Household Members	Rent : Income Ratio		Rental Rate Limit		Income Limit	
145.										N/A	FALSE	N/A	FALSE	N/A	FALSE
146.										N/A	FALSE	N/A	FALSE	N/A	FALSE
147.										N/A	FALSE	N/A	FALSE	N/A	FALSE
148.										N/A	FALSE	N/A	FALSE	N/A	FALSE
149.										N/A	FALSE	N/A	FALSE	N/A	FALSE
150.										N/A	FALSE	N/A	FALSE	N/A	FALSE
151.										N/A	FALSE	N/A	FALSE	N/A	FALSE
152.										N/A	FALSE	N/A	FALSE	N/A	FALSE
153.										N/A	FALSE	N/A	FALSE	N/A	FALSE
154.										N/A	FALSE	N/A	FALSE	N/A	FALSE
155.										N/A	FALSE	N/A	FALSE	N/A	FALSE
156.										N/A	FALSE	N/A	FALSE	N/A	FALSE
157.										N/A	FALSE	N/A	FALSE	N/A	FALSE
158.										N/A	FALSE	N/A	FALSE	N/A	FALSE
159.										N/A	FALSE	N/A	FALSE	N/A	FALSE
160.										N/A	FALSE	N/A	FALSE	N/A	FALSE
161.										N/A	FALSE	N/A	FALSE	N/A	FALSE
162.										N/A	FALSE	N/A	FALSE	N/A	FALSE
163.										N/A	FALSE	N/A	FALSE	N/A	FALSE
164.										N/A	FALSE	N/A	FALSE	N/A	FALSE
165.										N/A	FALSE	N/A	FALSE	N/A	FALSE
166.										N/A	FALSE	N/A	FALSE	N/A	FALSE
167.										N/A	FALSE	N/A	FALSE	N/A	FALSE
168.										N/A	FALSE	N/A	FALSE	N/A	FALSE
169.										N/A	FALSE	N/A	FALSE	N/A	FALSE
170.										N/A	FALSE	N/A	FALSE	N/A	FALSE
171.										N/A	FALSE	N/A	FALSE	N/A	FALSE
172.										N/A	FALSE	N/A	FALSE	N/A	FALSE
173.										N/A	FALSE	N/A	FALSE	N/A	FALSE
174.										N/A	FALSE	N/A	FALSE	N/A	FALSE
175.										N/A	FALSE	N/A	FALSE	N/A	FALSE
176.										N/A	FALSE	N/A	FALSE	N/A	FALSE
177.										N/A	FALSE	N/A	FALSE	N/A	FALSE
178.										N/A	FALSE	N/A	FALSE	N/A	FALSE
179.										N/A	FALSE	N/A	FALSE	N/A	FALSE
180.										N/A	FALSE	N/A	FALSE	N/A	FALSE

**EXHIBIT “E”**  
**(Form of Affidavit)**

Exhibit E  
WORKFORCE HOUSING AFFIDAVIT/NOTICE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgements, personally came and appeared, \_\_\_\_\_, well known to me to be the person(s) described and who, being by me first duly sworn, deposes and says:

1. I/We intend to purchase/rent a workforce housing unit numbered \_\_\_\_\_ and legally described as:

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2. As prospective purchaser(s)/tenants(s), I/we understand that I/we must meet the income requirements for moderate Workforce Housing Units as defined Ordinance No. 30-18 approved the City of Delray Beach, Florida, on December 11, 2018 and attached hereto as Exhibit "A". I/We hereby state we meet the income requirements for the unit described above.

3. I/We agree to provide all information in the prescribed time period set forth by the City of Delray Beach or the Community Land Trust, if applicable, as may be needed for the City of Delray Beach or the Community Land Trust, if applicable, to confirm eligibility for the unit. **Failure to provide the information in the time frame prescribed shall result in the denial of the application to purchase/rent the unit.**

4. I/We agree to abide by all applicable laws, ordinances, and restrictive covenants that apply to the unit being purchased.

5. I/We agree that this affidavit, when received by the City, shall be considered notice to the City of Delray Beach or the Community Land Trust of purchasers/tenants intent to purchase or rent a workforce unit pursuant to City of Delray Beach Ordinance No. 30-18.

6. The Affidavit/Notice shall be sent to the attention of the Director of Community Improvement (Neighborhood Services) at 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Purchaser(s) or Tenant(s): (circle one)

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Affiant(s) is/are personally known to me or has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida

Approved by the Director of Community Improvement

\_\_\_\_\_

Date: \_\_\_\_\_

CC: Delray Beach Community Land Trust