

RESOLUTION NO. R-2025- 1630

RESOLUTION APPROVING REPLACEMENT DECLARATION OF RESTRICTIVE
COVENANTS FOR WORKFORCE HOUSING PROGRAM
SOUTHERN & JOG APARTMENTS
(CONTROL NO. 2018-00158)

WHEREAS, the Southern & Jog Apartments residential development was approved on October 22, 2020 by Resolution 2020-1623 of the Board of County Commissioners of Palm Beach County, Florida, subject to several conditions of approval;

WHEREAS, one of the conditions of approval required the provision of two-hundred eighty-eight (288) units of workforce housing in the development, subject to the requirements of the Workforce Housing Program, Article 5.G.1 of the Unified Land Development Code;

WHEREAS, per the requirements of the Workforce Housing Program, the property owner, Southern & Jog Apartments, LLC, recorded a Master Declaration of Restrictive Covenants for workforce housing on April 27, 2021, at OR Book 32427, Pages 895-911;

WHEREAS, on November 13, 2025, the Palm Beach County Board of County Commissioners adopted a Comprehensive Plan amendment proposed by the property owner, Southern & Jog Apartments, LLC, reducing the required number of workforce housing units to one-hundred forty-five (145 units);

WHEREAS, the property owner, Southern & Jog Apartments, LLC, has executed a Master Declaration of Restrictive Covenants for workforce housing to replace the above referenced Master Declaration; and;

WHEREAS, the recorded Declaration of Restrictive Covenants for workforce housing provides that the covenant shall not be extinguished, enlarged, modified, or replaced except with written authorization of the Board of County Commissioners of Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that this Resolution is the written authorization of the Board of County Commissioners of Palm Beach County approving replacement of the Master Declaration of Restrictive Covenants for workforce housing recorded on April 27, 2021, at OR Book 32427, Pages 895-911, with the executed Master Declaration of Restrictive Covenants which will be recorded in the Official Records of Palm Beach County, Florida by the property owner.

Commissioner Weiss moved for the approval of the Resolution.

The motion was seconded by Commissioner Powell and, upon being put to a vote, the vote was as follows:

Commissioner Maria G. Marino, Mayor	- Aye
Commissioner Sara Baxter, Vice Mayor	- Aye
Commissioner Gregg K. Weiss	- Aye
Commissioner Joel G. Flores	- Absent
Commissioner Marci Woodward	- Aye
Commissioner Maria Sachs	- Absent
Commissioner Bobby Powell Jr.	- Aye

The Mayor thereupon declared that the resolution was duly passed and adopted on November 13, 2025.

Filed with the Clerk of the Board of County Commissioners on November 13, 2025

This resolution is effective when filed with the Clerk of the Board of County Commissioners.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
COUNTY ATTORNEY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

MIKE CARUSO,
CLERK & COMPTROLLER

BY: 
DEPUTY CLERK



EXHIBIT "A"

Legal Description

PARCEL 1:

THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD 80, AND LESS THE SOUTHERLY 500 FEET OF THE EAST 155 FEET OF SAID TRACT 62, AS CONVEYED IN OFFICIAL RECORDS BOOK 1919, PAGE 1622, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE RIGHT INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE SOUTHERLY 500 FEET OF THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD 80 AND THE SOUTH 15 FEET OF 30 FOOT STRIP LYING NORTH OF AND ADJACENT TO BLOCK 5.

PARCEL 2:

THE SOUTHERLY 500 FEET OF THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD NO. 80, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE NORTH LINE OF SAID SOUTHERLY 500 FEET TRACT TO BE PARALLEL TO THE NORTH LINE OF SAID TRACT 62, AND THE SOUTH 500 FEET IS TO BE MEASURED ALONG THE EAST LINE OF SAID TRACT 62.

PARCEL 3:

THE EASTERLY 84 FEET OF THE NORTHERLY 665 FEET OF THE WEST ½ OF TRACT 62, AND THE WESTERLY 175 OF THE NORTHERLY 665 FEET OF THE EAST ½ OF TRACT 62, IN BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF TRACT 62, BLOCK 5, BEING THE NORTH 433 FEET OF THE EAST 80.83 FEET OF THE WEST 326.83 FEET OF TRACT 62, BLOCK 5, AND THE SOUTH 15 FEET OF 30 FOOT PLATTED ROADWAY LYING BETWEEN THE NORTHERLY EXTENSION OF THE WEST AND EAST LINES OF SAID PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: (COMPRISED OF SUBPARCELS A THROUGH D BELOW)

SUB PARCEL A

A PORTION OF TRACT 62, BLOCK 5, BEING THE NORTH 433 FEET OF THE EAST 80.83 FEET OF THE WEST 326.83 FEET OF TRACT 62, BLOCK 5, AND THE SOUTH 15 FEET OF 30 FOOT PLATTED ROADWAY LYING BETWEEN THE NORTHERLY EXTENSION OF THE WEST AND EAST LINES OF SAID PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

SUB PARCEL B

THE NORTH 208 FEET OF THE WEST 246 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

SUB PARCEL C

A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80, AS IN PLAT BOOK 2, PAGES 11 THROUGH 18, WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE WEST LINE OF SAID TRACT 62; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY LINE A DISTANCE 617 FEET; THENCE RUN EAST, PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 80, 246 FEET; THENCE RUN NORTH, PARALLEL TO THE WEST LINE OF TRACT 62 AFORESAID 75 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, 246 FEET TO THE WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

AND

SUB PARCEL D

A PART OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST BOUNDARY OF SAID TRACT, WHERE IT INTERSECTS WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 80; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 467.08 FEET TO THE POINT OF BEGINNING, THENCE EASTERLY AT RIGHT ANGLES WITH SAID WEST BOUNDARY, A DISTANCE OF 246 FEET TO A POINT, THENCE NORTHERLY PARALLEL TO SAID WEST BOUNDARY, A DISTANCE OF 150 FEET TO A POINT, THENCE WESTERLY AT RIGHT ANGLES, A DISTANCE OF 246 FEET TO THE SAID WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG THE WEST BOUNDARY, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTH OF THE NORTH LINE OF A PARCEL OF LAND DEEDED TO FRED D. TOSLAND, IN OFFICIAL RECORDS BOOK 344, PAGE 569, SAID PORTION DESCRIBED AS THE WEST 125 FEET OF SAID TRACT 62, BLOCK 5, LESS THE NORTH 433 FEET AND ALSO LESS THAT PORTION OF THE WEST 125 FEET LYING 317 FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS IN ROAD PLAT BOOK 2, PAGE 11, AS MEASURED ALONG THE WEST LINE OF SAID TRACT 62, BLOCK 5, THE NORTH LINE OF SAID PORTION BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT 62, BLOCK 5, TOGETHER WITH THAT PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45, LYING NORTH OF THE NORTH LINE OF A PARCEL OF LAND DEEDED TO FRED D. TOSLAND, IN OFFICIAL RECORDS BOOK 202, PAGE 525, SAID PORTION DESCRIBED AS THE EAST 121 FEET OF THE WEST 246 FEET OF THE SOUTH 144.31 FEET OF THE NORTH 577.31 FEET OF SAID

TRACT 62, BLOCK 5.

LEGAL DESCRIPTION (CONTINUED)

PARCEL 6:

A PARCEL OF LAND LYING IN TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING THE NORTH 160 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 15 FEET THEREOF AS CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 6495, PAGE 88, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE NORTH 160 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 202, PAGE 525, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. AFORESAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID TRACT 62, WHERE IT INTERSECTS THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80 AS SHOWN IN ROAD PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°33'00" WEST ALONG SAID WEST LINE OF SAID TRACT 62, A DISTANCE OF 157.00 FEET; THENCE SOUTH 88°07'00" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID STATE ROAD 80, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°33'00" WEST ALONG A LINE PARALLEL WITH AND 15.00 FEET EAST OF, MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 62, A DISTANCE OF 160.00 FEET; THENCE SOUTH 88°07'00" EAST ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 110.10 FEET; THENCE NORTH 00°33'00" WEST ALONG A LINE PARALLEL WITH AND 125.00 FEET EAST OF, MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 62, A DISTANCE OF 12.03 FEET; THENCE NORTH 89°27'00" EAST, ALONG A LINE PARALLEL WITH AND 577.31 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT 62, A DISTANCE OF 128.00 FEET; THENCE SOUTH 00°33'00" EAST, ALONG THE WEST LINE AND THE NORTHERLY PROJECTION OF THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1098, PAGE 675, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA A DISTANCE OF 160.00 FEET; THENCE SOUTH 89°27'00" WEST A DISTANCE OF 128.00 FEET; THENCE SOUTH 00°33'00" EAST A DISTANCE OF 12.03 FEET; THENCE NORTH 88°07'00" WEST A DISTANCE OF 110.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE ANY PORTION CONTAINED WITHIN THE BOUNDARIES OF THE PROPERTY DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814; IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 13538, PAGE 737; AND IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6495, PAGE 88.

QUIET TITLE ORDER PARCEL 1

A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT BOOK 2, PAGES 45-54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80, AS IN PLAT BOOK 2, PAGES 11 TO 18, WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE WEST LINE OF SAID TRACT 62; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY LINE A DISTANCE 617 FEET; THENCE RUN EAST, PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 80, 246 FEET; THENCE RUN NORTH, PARALLEL TO THE WEST LINE OF TRACT 62 AFORESAID 75 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, 246 FEET TO THE WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY A

DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

QUIET TITLE ORDER PARCEL 2

BEING A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 62, RUN THENCE SOUTH 00°58'09" EAST ALONG THE WEST LINE OF SAID TRACT 62, A DISTANCE OF 208.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 208.00 FEET OF SAID TRACT 62 AND THE POINT OF BEGINNING.

THENCE NORTH 39°01'25" EAST ALONG A LINE 208.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 62, A DISTANCE OF 246.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 246.00 FEET OF SAID TRACT 62; THENCE SOUTH 00°58'09" EAST ALONG A LINE 246.00' EAST OF AND PARALLEL WITH THE SAID WEST LINE OF TRACT 62; THENCE NORTH 88°34'07" WEST ALONG A LINE 692.00 FEET NORTH OF (AS MEASURED ALONG THE SAID WEST LINE OF TRACT 62) AND PARALLEL WITH THE NORTH LINE OF STATE ROAD 80 AS SAME IS SHOWN IN ROAD PLAT BOOK 2, PAGES 11 THROUGH 18, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 246.22 FEET TO A POINT ON THE SAID WEST LINE OF TRACT 62; THENCE NORTH 00°53'09" WEST ALONG SAID WEST LINE, A DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING.

PARCEL 7

A 30' PRIVATE ROAD WAY STRIP (WALLIS ROAD) LOCATED BETWEEN THE NORTH LINE OF TRACT 62, BLOCK 5 AND THE SOUTH LINE TRACT 59, BLOCK 5, OF THE PALM BEACH FARMS PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT 62, BLOCK 5 (TRACT 62), THENCE N.0°58'09" W. ALONG THE EAST RIGHT OF WAY LINE OF FIRST ROAD, 30' TO THE SOUTHEAST CORNER OF SAID TRACT 59, BLOCK 5 (TRACT 59); THENCE N.89° 01' 25" E., ALONG THE SOUTH LINE OF TRACT 59, 659.92' TO A FOUND 5/8" IRON ROD WITH PERMANENT REFERENCE MONUMENT LB 4431 DISK; THENCE S.0°58'09" E., 30' TO THE NORTHEAST CORNER OF TRACT 62; THENCE S.89° 01' 25" W., ALONG THE NORTH LINE OF TRACT 62, 659.92' BACK TO THE POINT OF BEGINNING.

CONTAINING 499,385 SQUARE FEET OR 11.464 ACRES, MORE OR LESS.

ALSO DESCRIBED AS (OVERALL BOUNDARY)

BEING A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 59 SAID BLOCK 5, RUN THENCE SOUTH 00°58'09" EAST ALONG THE EAST LINE OF SAID TRACT 62, A DISTANCE OF 865.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13538, PAGE 737, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID NORTH RIGHT-OF-WAY LINE ALSO BEING A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 6221.77 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 04°40'30" WEST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'21", A DISTANCE OF 120.08 FEET TO THE POINT OF TANGENCY; THENCE NORTH 84°49'09" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINES, A DISTANCE OF 35.74 FEET TO A POINT ON THE EAST LINE OF PARCEL 135, AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13791 PAGE 155, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE NORTH 01°02'54" WEST ALONG SAID EAST LINE AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 160.97 FEET; THENCE SOUTH 88°59'35" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 251.91 FEET; THENCE SOUTH 01°01'45" EAST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 78.76 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°52'13" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 128.00 FEET; THENCE SOUTH 01°01'45" EAST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 11.93 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME DESCRIBED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°34'07" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 109.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FIRST STREET AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 6495, PAGE 88, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°58'09" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 160.16 FEET; THENCE NORTH 88°34'07" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 15.01 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 AND THE EAST RIGHT-OF-WAY LINE OF FIRST STREET; THENCE NORTH 00°58'09" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 614.29 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 59, THENCE NORTH 89°01'29" EAST ALONG THE SOUTH LINE OF SAID TRACT 59, A DISTANCE OF 659.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 499,385 SQUARE FEET OR 11.464 ACRES, MORE OR LESS

EXHIBIT B
Recorded Master Declaration of Restrictive Covenants



CFN 20210192333

OR BK 32427 PG 0895
RECORDED 04/27/2021 15:52:08
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0895 - 911; (17pgs)

**MASTER DECLARATION OF RESTRICTIVE COVENANTS
FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM
IN ACCORDANCE WITH
THE PALM BEACH COUNTY UNIFIED LAND DEVELOPMENT CODE
(RENTAL DEVELOPMENT)**

THIS DECLARATION OF RESTRICTIVE COVENANTS WITH THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM (WHP), is made by and executed this 23rd day of April, 2020, by Southern and Jog Apartments, LLC, a Florida limited liability company for Southern & Jog Apartments, Control #2019-01200, a full incentive development.

Declarant is the Owner of that certain property which is described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Pursuant to the development order approving the Development, Declarant has agreed to execute and record this Covenant whereby the units described in Exhibit "B", attached hereto and made part hereof, shall be owned, held, transferred, sold, conveyed, leased, used, occupied, mortgaged, or otherwise encumbered, by and subject to the provisions and restrictions of this Covenant.

1. Definitions: In this Covenant, the following words and phrases shall have the meaning indicated, unless the context requires otherwise.
 - a. "Compliance Period" means a period of thirty (30) years (non-recurring) commencing from the date of occupancy of the first WHP Unit. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term, the new Owner assumes the requirement for the number of remaining years as of the date of sale (other than a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer).
 - b. "County" means Palm Beach County, a political subdivision of the State of Florida.
 - c. "Declarant" means Southern and Jog Apartments, LLC, a Florida limited liability company, and its successors or assigns, including any or all successors or assigns holding an interest in a Required WHP Unit. This does not include any Institutional Lender holding an interest in a Required WHP Unit or any interest in the Property or any Resident who holds an interest under its Lease.
 - d. "Development" means the residential development in Palm Beach County, Florida, to be known as Southern & Jog Apartments, a/k/a AHS Pine Ridge PUD bearing Palm Beach County DRO file number 2018-00158, at the NEC of Southern Boulevard (westbound exit ramp to Jog Road) and 1st Street.
 - e. "Eligible Household" means:
 - 1) For developments subject to the Full Incentive Option, a household with a total income within the following income categories: Low (>60 to 80%),

Moderate 1 (>80 to 100%) Moderate 2 (>100 to 120%) and Middle (>120 to 140%) calculated as percentages of the Median Family Income (MFI) for Palm Beach County, as published annually by the United States Department of Housing and Urban Development (HUD).

- 2) For developments subject to the Limited Incentive Option, a household with a total income within the following income categories: Low (>60 to 80%), and Moderate 1 (>80 to 100%) calculated as percentages of the Median Family Income (MFI) for Palm Beach County, as published annually by the United States Department of Housing and Urban Development (HUD).
- f. "Eligible Mortgage" means any mortgage, deed of trust, or other security instrument held by an Institutional Lender.
 - g. "Full Incentive Option" means a program option available in the Workforce Housing Program, Article 5.G.1 of the Unified Land Development Code, which requires that the Required WHP Units be provided equally among the Low, Moderate 1, Moderate 2, and Middle income categories.
 - h. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, credit union or any other lender generally recognized as an institutional lender, or any assignee or designee thereof, that is independent from the Owner.
 - i. "Lease" means a written lease agreement conveying the right to the regular, exclusive occupancy of a unit, including any Required Workforce Housing Unit in the Development by a Resident or Residents other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
 - j. "Lease Addendum" means the document executed and notarized by the Resident and Owner, and forwarded to the Monitoring Entity, at the time of initial lease execution, providing income information and qualifying the household as an Eligible Household.
 - k. "Limited Incentive Option" means a program option available in the Workforce Housing Program, Article 5.G.1 of the Unified Land Development Code, which requires that the Required WHP Units be provided equally among the Low and Moderate 1 income categories.
 - l. "Monitoring Entity" shall mean the Palm Beach County Administrator, his/her designee or another department or other entity assigned the responsibility by the Palm Beach County Administrator.

- m. "Owner" means the record title holder of the Development containing Required WHP Units, but specifically not including (i) any Institutional Lender, (ii) any holder or beneficiary of a mortgage or other form of security instrument affecting title to the Required Workforce Housing Units, (iii) any party acquiring title to the Property through a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer of ownership. Declarant shall be deemed to be the Owner of the Development containing Required WHP Units until such time as Declarant conveys fee title of such Development containing Required WHP Units to another Owner.
- n. "Rental Floor" means the WHP rental price range in effect for each rental unit's income category at the time of approval of the Development.
- o. "Required Workforce Housing Program (WHP) Units" means those units within the Development for which the income and rent restrictions set forth in this Covenant shall be recorded in accordance with the provision of Section 6 of this Covenant, pursuant to Article 5.G.1 of the Unified Land Development Code. The number of Required WHP Units and the income and rent categories of each unit are identified in Exhibit "B", attached hereto and made a part hereof.
- p. "Resident" means any person other than an Owner occupying all or any portion of a unit, including any Required WHP Unit in the Development pursuant to a Lease.
2. Occupancy of Required Units: The Owner is obligated to provide all of the Required WHP Units within the Development. The particular units which are designated as Required WHP Units may vary from time to time as long as there are the required number of WHP Units within the development, allocated within the income ranges identified herein. The Required WHP Units shall be leased and occupied only by Eligible Households.
3. Certification of Eligible Households: Owner shall obtain documentation of eligibility (meeting income standards as defined in this Covenant) prior to entering into a Lease for any Required WHP Unit. The Owner shall require at initial Lease execution that the Resident and the Owner execute a Lease Addendum certifying the household income as an Eligible Household. This addendum shall serve as the income verification information qualifying the Resident for occupancy of the Unit. Said addendum shall be notarized. The Owner shall forward the notarized addendum to the Monitoring Entity within ten (10) business days of execution of the Lease. The Monitoring Entity shall advise Owner of sufficiency of Lease Addendum within ten (10) business days of receipt. Owner shall not require consent or approval of the Monitoring Entity prior to entering into a Lease. The Owner may substitute another unit if one of the tenants is deemed ineligible.

4. **Rents:** Rent ranges for Required WHP Units shall be published annually by the County based upon the annual "Florida Housing Finance Corporation Family Rental Programs" schedule published annually by Florida Housing Finance Corporation, and shall take into account the number of bedrooms contained in each unit. In the event the Florida Housing Finance Corporation Family Rental Program schedule is no longer published, Palm Beach County will use an alternative source employing a similar formula. Owner shall have the right during the term of the Compliance Period to set rents for the Property for each income category anywhere between the low and top end of the rent range published for that year for the income category and bedroom count. The Owner shall have the right to lease a Required WHP Unit in a higher income category to a lower income Resident provided the Owner assesses rent that does not exceed the Resident's income category.
5. **Utility Allowance:** Owner may choose to include one or more utilities in the rent. Required WHP Units that do not include utilities must provide a utility allowance in the form of a rent reduction as follows: \$50.00 per month for one (1) or two (2) bedroom units, \$75.00 per month for three (3) or four (4) bedroom units. When one or more utility cost(s) are included within the WHP rent and reasonable, reliable and verifiable documentation is provided that indicates the total utility cost included within the WHP rent meets or exceeds the stated utility allowance cost, then the utility allowance requirement would be waived. If the utility costs are less than the prescribed utility allowance, the difference shall be credited to the WHP Resident. For purposes of this provision utilities shall include, but not be limited to, water, sewer, gas and electric.
6. **Rental Floor:** A floor on monthly rents shall be established as follows, based on prices in effect at the time of the Development's approval: (Insert applicable price schedule)

2018 WHP Rental Floor Rents				
Income %	1 BR	2 BR	3 BR	4 BR
60% - 70%	\$941 to 1,098	\$1,129 to 1,318	\$1,304 to 1,522	\$1,455 to 1,698
>70% - 80%	\$1,098 to 1,255	\$1,318 to 1,506	\$1,522 to 1,739	\$1,698 to 1,940
>80% - 90%	\$1,255 to 1,412	\$1,506 to 1,695	\$1,739 to 1,957	\$1,940 to 2,183
> 90% - 100%	\$1,412 to 1,569	\$1,695 to 1,883	\$1,957 to 2,174	\$2,183 to 2,425
>100% - 110%	\$1,569 to 1,726	\$1,883 to 2,071	\$2,174 to 2,391	\$2,425 to 2,668
>110% - 120%	\$1,726 to 1,882	\$2,071 to 2,259	\$2,391 to 2,608	\$2,668 to 2,910

>120% - 130%	\$1,882 to 2,039	\$2,259 to 2,447	\$2,608 to 2,826	\$2,910 to 3,153
>130% - 140%	\$2,039 to 2,196	\$2,447 to 2,635	\$2,826 to 3,043	\$3,153 to 3,395

Notwithstanding anything else contained in this Covenant, if rent ranges published annually by the County fall below the Rental Floor provided above, Required WHP Units are not required to be rented at a price below the established Rental Floor, though an owner may opt to do so.

7. Recording and Term of Covenant: This Covenant shall be recorded prior to the issuance of the first building permit and the Compliance Period shall commence upon occupancy of the first Required WHP Unit and shall expire thirty (30) years (non-recurring) thereafter. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term (other than as a result of a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), the new Owner assumes the requirement for the number of remaining years for the WHP Compliance Period as of the date of sale. If the Development is converted into a condominium or other "for sale" project (other than by a subsequent Owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of Ownership), then prior to entering into the first contract for the sale of a Required WHP Unit as a "for sale" unit, the Owner of the Development shall enter into a new Covenant for a "for sale" project in accordance with the current restrictions for such units as established by the Monitoring Entity and shall require all purchasers to abide by the restrictions.
8. Restriction: Declarant shall include in every lease for a Required WHP Unit, a restriction stating as follows:

"This unit is to be leased to and occupied by an Eligible Household: in accordance with the MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM recorded in Official Records Book ____ Page ____ of the Public Records of Palm Beach County, Florida. Owner is obligated to verify income and submit to the Monitoring Entity the Lease Addendum signed by the Resident and Owner properly notarized certifying the Resident as an Eligible Household as required under this Covenant. Income verification information may include (i) W-2 (ii) copy of Resident's pay stub (iii) banking information, or similar types of financial information as deemed reasonably necessary by Owner to ensure the Resident is an Eligible Household as provided for in this Covenant. False or fraudulent or misleading income information submitted by a Resident when applying to live in a unit is grounds for a lease or rental termination, rescission and/or eviction. The Monitoring Entity shall have the right to inspect and monitor the use of this unit to

insure compliance with this Covenant, and the Resident is obligated to provide income and other related information to the County upon request. Owner shall have the right to set rents up to the top of the rent range for the lease year, based on the unit bedroom count and the income category determined at the time of initial lease. "

9. Compliance:

- a. The Owner of the Development shall disclose the terms of this Covenant to any subsequent owners, successors and assigns, in any and all sales documents, agreements, lease agreements, etc. . and in deeds, leases or other instruments conveying an interest in the Development. It is further agreed that the covenants and restrictions herein are for public purposes, but only made for the benefit of the County, its successors, and/or assigns, and no third party shall have enforcement rights hereunder.
- b. Should amendment(s) be made to the Workforce Housing Program during the term of this Covenant, the Owner shall have the right but not the obligation to request changes to this Covenant. The Monitoring Agency agrees to work with the Owner to amend this Covenant through all necessary and normal procedures which are subject to the approval of the County, at its sole and absolute discretion.

10. Monitoring and Annual Reporting for Required WHP Units: The Owner of this Development, its successors and assigns, shall furnish to the Monitoring Entity such information about the Required WHP Units as the County may reasonably request at each occasion of change in occupancy, including, but not limited to, the identity of the Eligible Household, the identity of the occupants, and the Lease Addendum signed and certified by the Resident and the Owner certifying the household income as collected by the Owner at the time of leasing (but in no event other private financial information of Residents) all for the purposes of assuring compliance with this Covenant. The owner shall only be required to collect such income information as deemed reasonably necessary by the Owner to ensure the Resident is an Eligible Household as provided for in this Covenant.

During the Compliance Period, the Owner of the Development containing Required WHP Units shall provide to the Monitoring Entity an annual report detailing compliance with the terms of this Covenant. The annual report shall be on a form or forms provided by the Monitoring Entity and shall contain sufficient information and documentation to prove the compliance of each Required WHP Unit with the terms of this Covenant. At minimum, the Annual Report shall include:

- a. For each required WHP Units, the unit number, the number of bedrooms, and the Income Category;
- b. The Resident of each Required WHP Unit, date of occupancy, and household income at time of occupancy;

- c. For Residents assuming occupancy in the year prior, confirmation that the Owner certified the income eligibility of the Eligible Household occupying the Required WHP Unit at the time of occupancy and provided the lease addendum to the Monitoring Entity;
- d. The monthly rental rate, utility allowance, and other charges or credits, if any, applied to each Required WHP Unit, consistent with the requirements of the Covenant; and,
- e. The name and contact information of the property manager employed by the Owner of this Development, identifying any change from the previous year's report.

The Monitoring Entity shall be provided the right to enter the management office for the purposes of reviewing Residents' files to ensure the Owner is in compliance with the provisions of this Covenant. All records shall be maintained within Palm Beach County and be available during normal business hours. The County shall have the right to copy any records related to performance of compliance with this Covenant. If the Monitoring Entity determines that the household occupying a Required WHP Unit is not an Eligible Household or is deemed eligible but not within the identified income category, then the Monitoring Entity shall notify the Owner of that determination. The Owner may substitute another unit meeting the requirements of Exhibit B if household is deemed ineligible.

11. Covenant to Run with the Land: It is intended and agreed that this Covenant and the restrictions contained in this Covenant shall run with the land constituting the Property and shall be binding upon any subsequent owner(s) of the Property, and shall be for the benefit of and shall be enforceable by the County and its successors and assigns, and shall be binding on all parties and all persons claiming under it for the Compliance Period of this Covenant, provided however, that this Covenant shall be junior, subordinate and inferior to the lien of a holder of any first Mortgage on the Development and in the event of a foreclosure sale by such holder or a deed in lieu of foreclosure transfer of ownership (or its successors or assigns) the terms of this Covenant shall be extinguished as follows:

- a. Third Party Notice Provision - Right of First Refusal: The Declarant/Owner shall require all loan/financing documentation for this Development to contain a provision that at the initiation of any formal foreclosure proceedings, the lender shall provide the County with a Notice of Pending Foreclosure, in order to provide the County the right to cure, or assume the loan within ninety (90) days of receipt of this Notice, in order to protect the County's investment in this Development. Notwithstanding anything contained herein to the contrary, Lender shall not be obligated to remain at a standstill during the notice period and shall have the right to prosecute its claim against Owner but Lender shall not have the right to finalize its foreclosure proceedings or accept a deed in lieu of foreclosure transfer of ownership until expiration of the ninety (90) days day notice period. This notice shall be provided to both the Executive Director, and the Director of Planning, Palm

Beach County Planning, Zoning, and Building Department, 2300 N. Jog Road,
West Palm Beach, Florida, 33411-2741.

- b. Should the ninety (90) days Right of First Refusal time frame pass, the applicable affordability restrictions will terminate only if the lender (holder of a first mortgage) is an Institutional Lender, and upon occurrence of any of the following termination events: (1) foreclosure of an Eligible Mortgage, (2) transfer by deed in lieu of foreclosure of an Eligible Mortgage, or (3) assignment of an FHA insured mortgage to HUD.
12. Further Assurances: The County shall from time to time, within a reasonable response time consistent with the public records statute, after a written request from an Institutional Lender, execute, acknowledge and deliver a statement (i) certifying that this Covenant is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Covenant as so modified, is in full force and effect, (ii) acknowledging that there are not, to the County's knowledge, any uncured defaults, or specifying such defaults if any are claimed, and (iii) certifying such other matters as such Institutional Lender may reasonably request.
- The County shall, upon request of any Institutional Lender, execute and deliver such further documents, agreements, and/or information as necessary to effectuate the subordination of this Covenant to any Eligible Mortgage provided that the County determines the form and content of such documents is legally sufficient and is consistent with this Covenant.
13. Modifications: This Covenant shall not be extinguished, enlarged, modified, or replaced except with written authorization of the Board of County Commissioners of Palm Beach County and the Declarant.
14. Fair Housing: The Declarant, the County and the Owners of the Development containing Required WHP Units and their successors and assigns, agree that the leasing of all Required WHP Units shall be conducted in conformity with federal, state, and local Fair Housing Laws.
15. Enforcement: The County, its successors or assigns, in the event of the occupancy or vacancy of any Required WHP Unit in violation of the provisions hereof, shall be entitled to seek any relief available including, but not limited to, specific performance of the provisions hereof, injunctive relief, rescission of any unauthorized sale or lease, Palm Beach County code enforcement, and tolling of the Compliance Period. The Monitoring Entity shall have the right to inspect and monitor the use of the Required Workforce Housing Units to insure compliance with this Covenant. In any action required to enforce the provisions of this Covenant, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.

16. County review: Compliance with the Covenant is subject to audit by the Palm Beach County Internal Auditor and subject to review by the Palm Beach County Inspector General.

17. Severability and Conflicts: In the event of any conflict between this Covenant and any other agreement entered into by the Owner, this Covenant shall control. Should any provision of this Covenant be found invalid or unenforceable by a court of competent jurisdiction, said invalidity, unenforceability or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in full force and effect.

18. Reports: All notices and reports required hereunder shall be sent to the following addresses or a subsequent address as it may from time to time be changed:

To the County: Planning Director
 Palm Beach County Planning Division
 Vista Center Building
 2300 N. Jog Road
 West Palm Beach, Florida 33411-2741

To the Declarant/Owner: Southern and Jog Apartments, LLC,
 12895 SW 132nd Street, Unit 202
 Miami, Florida 33186
 Attention: Ernesto Lopes

19. Recorded in the Public Records: This Covenant shall be recorded in the Official Public Records of Palm Beach County within five (5) days of execution of this Covenant. A copy of the recorded Covenant shall be provided to the Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741.

20. Jurisdiction and Venue: The jurisdiction of any action regarding this Covenant shall be in the State of Florida. Venue of any court proceeding to enforce this Covenant shall be in Palm Beach County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this 23rd day of April, 2021. Undersigned has executed this instrument on
the date first above written.

Signed, Sealed and Delivered in
the presence of:

[Signature]
(Witness Signature)
Ernesto Lopes
(Print Name)
[Signature]
(Witness Signature)
Gretel Rodriguez
(Print Name)

Declarant:

[Signature]
Southern and Jog Apartments, LLC,
a Florida limited liability company

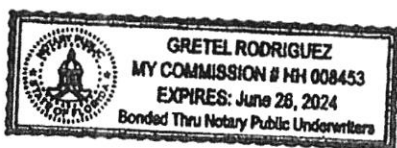
By: [Signature]
Name: Ernesto Lopes
Title: Manager
Date: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this 23rd day of April, 2021, by Ernesto
Lopes, as Manager of Southern and Jog Apartments, LLC, a Florida limited liability
company, who executed the instrument on behalf of the Company, and who is personally
known to me or has produced _____
as a type of identification.

[Signature]
Notary Signature



Print Name: Gretel Rodriguez
Notary Public, State of: Florida
Serial Number, if any: HH008453
My commission expires: 06/28/2024

EXHIBIT "A"

Legal Description

PARCEL 1:

THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD 80, AND LESS THE SOUTHERLY 500 FEET OF THE EAST 155 FEET OF SAID TRACT 62, AS CONVEYED IN OFFICIAL RECORDS BOOK 1919, PAGE 1622, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE RIGHT INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE SOUTHERLY 500 FEET OF THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD 80 AND THE SOUTH 15 FEET OF 30 FOOT STRIP LYING NORTH OF AND ADJACENT TO BLOCK 5.

PARCEL 2:

THE SOUTHERLY 500 FEET OF THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD NO. 80, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE NORTH LINE OF SAID SOUTHERLY 500 FEET TRACT TO BE PARALLEL TO THE NORTH LINE OF SAID TRACT 62, AND THE SOUTH 500 FEET IS TO BE MEASURED ALONG THE EAST LINE OF SAID TRACT 62.

PARCEL 3:

THE EASTERLY 84 FEET OF THE NORTHERLY 665 FEET OF THE WEST ½ OF TRACT 62, AND THE WESTERLY 175 OF THE NORTHERLY 665 FEET OF THE EAST ½ OF TRACT 62, IN BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF TRACT 62, BLOCK 5, BEING THE NORTH 433 FEET OF THE EAST 80.83 FEET OF THE WEST 326.83 FEET OF TRACT 62, BLOCK 5, AND THE SOUTH 15 FEET OF 30 FOOT PLATTED ROADWAY LYING BETWEEN THE NORTHERLY EXTENSION OF THE WEST AND EAST LINES OF SAID PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: (COMPRISED OF SUBPARCELS A THROUGH D BELOW)

SUB PARCEL A

A PORTION OF TRACT 62, BLOCK 5, BEING THE NORTH 433 FEET OF THE EAST 80.83 FEET OF THE WEST 326.83 FEET OF TRACT 62, BLOCK 5, AND THE SOUTH 15 FEET OF 30 FOOT PLATTED ROADWAY LYING BETWEEN THE NORTHERLY EXTENSION OF THE WEST AND EAST LINES OF SAID PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

SUB PARCEL B

THE NORTH 208 FEET OF THE WEST 246 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

SUB PARCEL C

A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80, AS IN PLAT BOOK 2, PAGES 11 THROUGH 18, WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE WEST LINE OF SAID TRACT 62; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY LINE A DISTANCE 617 FEET; THENCE RUN EAST, PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 80, 246 FEET; THENCE RUN NORTH, PARALLEL TO THE WEST LINE OF TRACT 62 AFORESAID 75 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, 246 FEET TO THE WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

AND

SUB PARCEL D

A PART OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST BOUNDARY OF SAID TRACT, WHERE IT INTERSECTS WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 80; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 467.08 FEET TO THE POINT OF BEGINNING, THENCE EASTERLY AT RIGHT ANGLES WITH SAID WEST BOUNDARY, A DISTANCE OF 246 FEET TO A POINT, THENCE NORTHERLY PARALLEL TO SAID WEST BOUNDARY, A DISTANCE OF 150 FEET TO A POINT, THENCE WESTERLY AT RIGHT

ANGLES, A DISTANCE OF 246 FEET TO THE SAID WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG THE WEST BOUNDARY, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTH OF THE NORTH LINE OF A PARCEL OF LAND DEEDED TO FRED D. TOSLAND, IN OFFICIAL RECORDS BOOK 344, PAGE 569, SAID PORTION DESCRIBED AS THE WEST 125 FEET OF SAID TRACT 62, BLOCK 5, LESS THE NORTH 433 FEET AND ALSO LESS THAT PORTION OF THE WEST 125 FEET LYING 317 FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS IN ROAD PLAT BOOK 2, PAGE 11, AS MEASURED ALONG THE WEST LINE OF SAID TRACT 62, BLOCK 5, THE NORTH LINE OF SAID PORTION BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT 62, BLOCK 5, TOGETHER WITH THAT PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45, LYING NORTH OF THE NORTH LINE OF A PARCEL OF LAND DEEDED TO FRED D. TOSLAND, IN OFFICIAL RECORDS BOOK 202, PAGE 525, SAID PORTION DESCRIBED AS THE EAST 121 FEET OF THE WEST 246 FEET OF THE SOUTH 144.31 FEET OF THE NORTH 577.31 FEET OF SAID TRACT 62, BLOCK 5.

LEGAL DESCRIPTION (CONTINUED)

PARCEL 6:

A PARCEL OF LAND LYING IN TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING THE NORTH 160 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 15 FEET THEREOF AS CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 6495, PAGE 88, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE NORTH 160 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 202, PAGE 525, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. AFORESAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID TRACT 62, WHERE IT INTERSECTS THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80 AS SHOWN IN ROAD PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°33'00" WEST ALONG SAID WEST LINE OF SAID TRACT 62, A DISTANCE OF 157.00 FEET; THENCE SOUTH 88°07'00" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID STATE ROAD 80, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°33'00" WEST ALONG A LINE PARALLEL WITH AND 15.00 FEET EAST OF, MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 62, A DISTANCE OF 160.00 FEET; THENCE SOUTH 88°07'00" EAST ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 110.10 FEET; THENCE NORTH 00°33'00" WEST ALONG A LINE PARALLEL WITH AND

125.00 FEET EAST OF, MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 62, A DISTANCE OF 12.03 FEET; THENCE NORTH 89°27'00" EAST, ALONG A LINE PARALLEL WITH AND 577.31 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT 62, A DISTANCE OF 128.00 FEET; THENCE SOUTH 00°33'00" EAST, ALONG THE WEST LINE AND THE NORTHERLY PROJECTION OF THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1098, PAGE 675, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA A DISTANCE OF 160.00 FEET; THENCE SOUTH 89°27'00" WEST A DISTANCE OF 128.00 FEET; THENCE SOUTH 00°33'00" EAST A DISTANCE OF 12.03 FEET; THENCE NORTH 88°07'00" WEST A DISTANCE OF 110.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE ANY PORTION CONTAINED WITHIN THE BOUNDARIES OF THE PROPERTY DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814; IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 13538, PAGE 737; AND IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6495, PAGE 88.

QUIET TITLE ORDER PARCEL 1

A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT BOOK 2, PAGES 45-54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80, AS IN PLAT BOOK 2, PAGES 11 TO 18, WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE WEST LINE OF SAID TRACT 62; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY LINE A DISTANCE 617 FEET; THENCE RUN EAST, PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 80, 246 FEET; THENCE RUN NORTH, PARALLEL TO THE WEST LINE OF TRACT 62 AFORESAID 75 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, 246 FEET TO THE WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

QUIET TITLE ORDER PARCEL 2

BEING A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 62, RUN THENCE SOUTH 00°58'09" EAST ALONG THE WEST LINE OF SAID TRACT 62, A DISTANCE OF 208.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 208.00 FEET OF SAID TRACT 62 AND THE POINT OF BEGINNING.

THENCE NORTH 39°01'25" EAST ALONG A LINE 208.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 62, A DISTANCE OF 246.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 246.00 FEET OF SAID TRACT 62; THENCE SOUTH 00°58'09" EAST ALONG A LINE 246.00' EAST OF AND PARALLEL WITH THE SAID WEST LINE OF TRACT 62; THENCE NORTH 88°34'07" WEST ALONG A LINE 692.00 FEET NORTH OF (AS MEASURED ALONG THE SAID WEST LINE OF TRACT 62) AND PARALLEL WITH THE NORTH LINE OF STATE ROAD 80 AS SAME IS SHOWN IN ROAD PLAT BOOK 2, PAGES 11

THROUGH 18, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 246.22 FEET TO A POINT ON THE SAID WEST LINE OF TRACT 62; THENCE NORTH 00°53'09" WEST ALONG SAID WEST LINE, A DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING.

PARCEL 7

A 30' PRIVATE ROAD WAY STRIP (WALLIS ROAD) LOCATED BETWEEN THE NORTH LINE OF TRACT 62, BLOCK 5 AND THE SOUTH LINE TRACT 59, BLOCK 5, OF THE PALM BEACH FARMS PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT 62, BLOCK 5 (TRACT 62), THENCE N.0°58'09" W. ALONG THE EAST RIGHT OF WAY LINE OF FIRST ROAD, 30' TO THE SOUTHEAST CORNER OF SAID TRACT 59, BLOCK 5 (TRACT 59); THENCE N.89° 01' 25" E., ALONG THE SOUTH LINE OF TRACT 59, 659.92' TO A FOUND 5/8" IRON ROD WITH PERMANENT REFERENCE MONUMENT LB 4431 DISK; THENCE S.0°58'09" E., 30' TO THE NORTHEAST CORNER OF TRACT 62; THENCE S.89° 01' 25" W., ALONG THE NORTH LINE OF TRACT 62, 659.92' BACK TO THE POINT OF BEGINNING.

CONTAINING 499,385 SQUARE FEET OR 11.464 ACRES, MORE OR LESS.

ALSO DESCRIBED AS (OVERALL BOUNDARY)

BEING A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 59 SAID BLOCK 5, RUN THENCE SOUTH 00°58'09" EAST ALONG THE EAST LINE OF SAID TRACT 62, A DISTANCE OF 865.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13538, PAGE 737, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID NORTH RIGHT-OF-WAY LINE ALSO BEING A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 6221.77 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 04°40'30" WEST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'21", A DISTANCE OF 120.08 FEET TO THE POINT OF TANGENCY; THENCE NORTH 84°49'09" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINES, A DISTANCE OF 35.74 FEET TO A POINT ON THE EAST LINE OF PARCEL 135, AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13791 PAGE 155, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°02'54" WEST ALONG SAID EAST LINE AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 160.97 FEET; THENCE SOUTH 88°59'35" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 251.91 FEET; THENCE SOUTH 01°01'45" EAST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 78.76 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°52'13" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 128.00 FEET; THENCE SOUTH 01°01'45" EAST CONTINUING ALONG SAID NORTH

RIGHT-OF-WAY LINE, A DISTANCE OF 11.93 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME DESCRIBED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°34'07" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 109.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FIRST STREET AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 6495, PAGE 88, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°58'09" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 160.16 FEET; THENCE NORTH 88°34'07" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 15.01 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 AND THE EAST RIGHT-OF-WAY LINE OF FIRST STREET; THENCE NORTH 00°58'09" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 614.29 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 59, THENCE NORTH 89°01'29" EAST ALONG THE SOUTH LINE OF SAID TRACT 59, A DISTANCE OF 659.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 499,385 SQUARE FEET OR 11.464 ACRES, MORE OR LESS

EXHIBIT "B"

**REQUIRED WORKFORCE HOUSING UNITS
for
Southern & Jog Apartments, Control #2019-01200, a full incentive development**

REQUIRED WORKFORCE HOUSING PROGRAM UNITS:

288 TOTAL WORKFORCE HOUSING UNITS

Sixteen (16) workforce units shall be provided evenly (four each) in the 60% to 80%, >80% to 100%, >100% to 120% and >120% to 140% of the AMI ranges, and

LOW CATEGORY (60-80%), 4 UNITS
MODERATE 1 (>80-100%), 4 UNITS
MODERATE 2 (>100-120%), 4 UNITS
MIDDLE (>120-140%) 4 UNITS

The remaining 272 units shall be workforce housing units in the >80% to 140% AMI range.



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 27th DAY OF September, 2021

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

A handwritten signature in black ink is located in the bottom right corner of the page.

EXHIBIT C
Executed For-sale Master Declaration of Restrictive Covenants

**AMENDED AND RESTATED
MASTER DECLARATION OF RESTRICTIVE COVENANTS
FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM
IN ACCORDANCE WITH
THE PALM BEACH COUNTY UNIFIED LAND DEVELOPMENT CODE
(RENTAL DEVELOPMENT)**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS WITH THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM (WHP) (this "Covenant"), is made by and executed this 6th day of November, 2025, by Southern & Jog Apartments, LLC, a Florida limited liability company for Southern & Jog Apartments, Control #2018-00158.

Declarant is the Owner of that certain property which is described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Pursuant to the development order approving the Development, as amended, Declarant has agreed to execute and record this Covenant whereby the units described in Exhibit "B", attached hereto and made part hereof, shall be owned, held, transferred, sold, conveyed, leased, used, occupied, mortgaged, or otherwise encumbered, by and subject to the provisions and restrictions of this Covenant. This Covenant shall replace that certain Master Declaration of Restrictive Covenants For The Palm Beach County Workforce Housing Program In Accordance With The Palm Beach County Unified Land Development Code recorded at Official Records Book 32427, Page 895 in the Official Records of Palm Beach County, Florida, which shall have no further force and effect.

1. Definitions: In this Covenant, the following words and phrases shall have the meaning indicated, unless the context requires otherwise.
 - a. "Compliance Period" means a period of thirty (30) years (non-recurring) commencing from the date of occupancy of the first WHP Unit. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term, the new Owner assumes the requirement for the number of remaining years as of the date of sale (other than a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer).
 - b. "County" means Palm Beach County, a political subdivision of the State of Florida.
 - c. "Declarant" means Southern & Jog Apartments, LLC, a Florida limited liability company, and its successors or assigns, including any or all successors or assigns holding an interest in a Required WHP Unit. This does not include any Institutional Lender holding an interest in a Required WHP Unit or any interest in the Property or any Resident who holds an interest under its Lease.

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- d. "Development" means the residential development in Palm Beach County, Florida, to be known as Southern & Jog Apartments, a/k/a AHS Pine Ridge PUD bearing Palm Beach County DRO file number 2018-00158, at the NEC of Southern Boulevard (westbound exit ramp to Jog Road) and 1st Street.
 - e. "Eligible Household" means a household with a total income within the income categories as set forth on Exhibit "B," calculated as percentages of the Median Family Income (MFI) for Palm Beach County, as published annually by the United States Department of Housing and Urban Development (HUD).
 - f. "Eligible Mortgage" means any mortgage, deed of trust, or other security instrument held by an Institutional Lender.
 - g. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, credit union or any other lender generally recognized as an institutional lender, or any assignee or designee thereof, that is independent from the Owner.
 - h. "Lease" means a written lease agreement conveying the right to the regular, exclusive occupancy of a unit, including any Required Workforce Housing Unit in the Development by a Resident or Residents other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
 - i. "Lease Addendum" means the document executed by the Resident and Owner, and forwarded to the Monitoring Entity, at the time of initial lease execution, providing income information and qualifying the household as an Eligible Household.
 - j. "Monitoring Entity" shall mean the Palm Beach County Administrator, his/her designee or another department or other entity assigned the responsibility by the Palm Beach County Administrator.
 - k. "Owner" means the record title holder of the Development containing Required WHP Units, but specifically not including (i) any Institutional Lender, (ii) any holder or beneficiary of a mortgage or other form of security instrument affecting title to the Required Workforce Housing Units, (iii) any party acquiring title to the Property through a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer of ownership. Declarant shall be deemed to be the Owner of the Development containing Required WHP Units until such time as Declarant conveys fee title of such Development containing Required WHP Units to another Owner.
 - l. "Rental Floor" means the WHP rental price range in effect for each rental unit's income category at the time of approval of the Development.

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- m. "Required Workforce Housing Program (WHP) Units" means those units within the Development for which the income and rent restrictions set forth in this Covenant shall be recorded in accordance with the provision of Section 6 of this Covenant, pursuant to Article 5.G.1 of the Unified Land Development Code. The number of Required WHP Units and the income and rent categories of each unit are identified in Exhibit "B", attached hereto and made a part hereof.
- n. "Resident" means any person other than an Owner occupying all or any portion of a unit, including any Required WHP Unit in the Development pursuant to a Lease.
2. Occupancy of Required Units: The Owner is obligated to provide all of the Required WHP Units within the Development. The particular units which are designated as Required WHP Units may vary from time to time as long as there are the required number of WHP Units within the development, allocated within the income ranges identified herein. The Required WHP Units shall be leased and occupied only by Eligible Households.
3. Certification of Eligible Households: Owner shall obtain documentation of eligibility (meeting income standards as defined in this Covenant) prior to entering into a Lease for any Required WHP Unit. The Owner shall require at initial Lease execution that the Resident and the Owner execute a Lease Addendum certifying the household income as an Eligible Household. This addendum shall serve as the income verification information qualifying the Resident for occupancy of the Unit. The Owner shall forward the addendum to the Monitoring Entity within ten (10) business days of execution of the Lease. The Monitoring Entity shall advise Owner of sufficiency of Lease Addendum within ten (10) business days of receipt. Owner shall not require consent or approval of the Monitoring Entity prior to entering into a Lease. The Owner may substitute another unit if one of the tenants is deemed ineligible.
4. Rents: Rent ranges for Required WHP Units shall be published annually by the County based upon the annual "Florida Housing Finance Corporation Family Rental Programs" schedule published annually by Florida Housing Finance Corporation, and shall take into account the number of bedrooms contained in each unit. In the event the Florida Housing Finance Corporation Family Rental Program schedule is no longer published, Palm Beach County will use an alternative source employing a similar formula. Owner shall have the right during the term of the Compliance Period to set rents for the Property for each income category anywhere between the low and top end of the rent range published for that year for the income category and bedroom count. The Owner shall have the right to lease a Required WHP Unit in a higher income category to a lower income Resident provided the Owner assesses rent that does not exceed the Resident's income category.
5. Utility Allowance: Owner may choose to include one or more utilities in the rent. Required WHP Units that do not include utilities must provide a utility allowance in the form of a rent reduction as follows: \$50.00 per month for one (1) or two (2) bedroom

units, \$75.00 per month for three (3) or four (4) bedroom units. When one or more utility cost(s) are included within the WHP rent and reasonable, reliable and verifiable documentation is provided that indicates the total utility cost included within the WHP rent meets or exceeds the stated utility allowance cost, then the utility allowance requirement would be waived. If the utility costs are less than the prescribed utility allowance, the difference shall be credited to the WHP Resident. For purposes of this provision utilities shall include, but not be limited to, water, sewer, gas and electric.

6. Rental Floor: A floor on monthly rents shall be established as follows, based on prices in effect at the time of the Development's approval: (Insert applicable price schedule)

2019 WHP Rental Floor Rents				
Income %	1 BR	2 BR	3 BR	4 BR
60% - 80%	\$941 to 1,255	\$1,129 to 1,506	\$1,304 to 1,739	\$1,455 to 1,940
>80% - 100%	\$1,255 to 1,569	\$1,506 to 1,883	\$1,739 to 2,174	\$1,940 to 2,425

Notwithstanding anything else contained in this Covenant, if rent ranges published annually by the County fall below the Rental Floor provided above, Required WHP Units are not required to be rented at a price below the established Rental Floor, though an owner may opt to do so.

7. Recording and Term of Covenant: This Covenant shall be recorded prior to the issuance of the first building permit and the Compliance Period shall commence upon occupancy of the first Required WHP Unit and shall expire thirty (30) years (non-recurring) thereafter. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term, the new Owner assumes the requirement for the number of remaining years for the WHP Compliance Period as of the date of sale. If the Development is converted into a condominium or other "for sale" project, then prior to entering into the first contract for the sale of a Required WHP Unit as a "for sale" unit, the Owner of the Development shall enter into a new Covenant for a "for sale" project in accordance with the current restrictions for such units as established by the Monitoring Entity and shall require all purchasers to abide by the restrictions.
8. Restriction: Declarant shall include in every lease for a Required WHP Unit, a restriction stating as follows:

"This unit is to be leased to and occupied by an Eligible Household: in accordance with the MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM recorded in Official Records Book ____ Page ____ of the Public Records of Palm Beach County, Florida. Owner is obligated to verify income and submit to the Monitoring Entity the Lease

Addendum signed by the Resident and Owner certifying the Resident as an Eligible Household as required under this Covenant. Income verification information may include (i) W-2 (ii) copy of Resident's pay stub (iii) banking information, or similar types of financial information as deemed reasonably necessary by Owner to ensure the Resident is an Eligible Household as provided for in this Covenant. False or fraudulent or misleading income information submitted by a Resident when applying to live in a unit is grounds for a lease or rental termination, rescission and/or eviction. The Monitoring Entity shall have the right to inspect and monitor the use of this unit to insure compliance with this Covenant, and the Resident is obligated to provide income and other related information to the County upon request. Owner shall have the right to set rents up to the top of the rent range for the lease year, based on the unit bedroom count and the income category determined at the time of initial lease. "

9. Compliance:

- a. The Owner of the Development shall disclose the terms of this Covenant to any subsequent owners, successors and assigns, in any and all sales documents, agreements, lease agreements, etc., and in deeds, leases or other instruments conveying an interest in the Development. It is further agreed that the covenants and restrictions herein are for public purposes, but only made for the benefit of the County, its successors, and/or assigns, and no third party shall have enforcement rights hereunder.
- b. Should amendment(s) be made to the Workforce Housing Program during the term of this Covenant, the Owner shall have the right but not the obligation to request changes to this Covenant. The Monitoring Agency agrees to work with the Owner to amend this Covenant through all necessary and normal procedures which are subject to the approval of the County, at its sole and absolute discretion.

10. Monitoring and Annual Reporting for Required WHP Units: The Owner of the Development, its successors and assigns, shall furnish to the Monitoring Entity such information about the Required WHP Units as the County may reasonably request at each occasion of change in occupancy, including, but not limited to, the identity of the Eligible Household, the identity of the occupants, and the Lease Addendum signed and certified by the Resident and the Owner certifying the household income as collected by the Owner at the time of leasing (but in no event other private financial information of Residents) all for the purposes of assuring compliance with this Covenant. The owner shall only be required to collect such income information as deemed reasonably necessary by the Owner to ensure the Resident is an Eligible Household as provided for in this Covenant.

During the Compliance Period, the Owner of the Development containing Required WHP Units shall provide to the Monitoring Entity an annual report detailing compliance

with the terms of this Covenant. The annual report shall be on a form or forms provided by the Monitoring Entity and shall contain sufficient information and documentation to prove the compliance of each Required WHP Unit with the terms of this Covenant. At minimum, the Annual Report shall include:

- a. For each required WHP Units, the unit number, the number of bedrooms, and the Income Category;
- b. The Resident of each Required WHP Unit, date of occupancy, and household income at time of occupancy;
- c. For Residents assuming occupancy in the year prior, confirmation that the Owner certified the income eligibility of the Eligible Household occupying the Required WHP Unit at the time of occupancy and provided the lease addendum to the Monitoring Entity;
- d. The monthly rental rate, utility allowance, and other charges or credits, if any, applied to each Required WHP Unit, consistent with the requirements of the Covenant; and,
- e. The name and contact information of the property manager employed by the Owner of this Development, identifying any change from the previous year's report.

The Monitoring Entity shall be provided the right to enter the management office for the purposes of reviewing Residents' files to ensure the Owner is in compliance with the provisions of this Covenant. All records shall be maintained within Palm Beach County and be available during normal business hours. The County shall have the right to copy any records related to performance of compliance with this Covenant. If the Monitoring Entity determines that the household occupying a Required WHP Unit is not an Eligible Household or is deemed eligible but not within the identified income category, then the Monitoring Entity shall notify the Owner of that determination. The Owner may substitute another unit meeting the requirements of Exhibit B if household is deemed ineligible.

11. Covenant to Run with the Land: It is intended and agreed that this Covenant and the restrictions contained in this Covenant shall run with the land constituting the Property and shall be binding upon any subsequent owner(s) of the Property, and shall be for the benefit of and shall be enforceable by the County and its successors and assigns, and shall be binding on all parties and all persons claiming under it for the Compliance Period of this Covenant, provided however, that this Covenant shall be junior, subordinate and inferior to the lien of a holder of any first Mortgage on the Development.
12. Further Assurances: The County shall from time to time, within a reasonable response time consistent with the public records statute, after a written request from an Institutional Lender, execute, acknowledge and deliver a statement (i) certifying that

this Covenant is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Covenant as so modified, is in full force and effect, (ii) acknowledging that there are not, to the County's knowledge, any uncured defaults, or specifying such defaults if any are claimed, and (iii) certifying such other matters as such Institutional Lender may reasonably request.

The County shall, upon request of any Institutional Lender, execute and deliver such further documents, agreements, and/or information as necessary to effectuate the subordination of this Covenant to any Eligible Mortgage provided that the County determines the form and content of such documents is legally sufficient and is consistent with this Covenant.

13. Modifications: This Covenant shall not be extinguished, enlarged, modified, or replaced except with written authorization of the Board of County Commissioners of Palm Beach County and the Declarant.
14. Fair Housing: The Declarant, the County and the Owners of the Development containing Required WHP Units and their successors and assigns, agree that the leasing of all Required WHP Units shall be conducted in conformity with federal, state, and local Fair Housing Laws.
15. Enforcement: The County, its successors or assigns, in the event of the occupancy or vacancy of any Required WHP Unit in violation of the provisions hereof, shall be entitled to seek any relief available including, but not limited to, specific performance of the provisions hereof, injunctive relief, rescission of any unauthorized sale or lease, Palm Beach County code enforcement, and tolling of the Compliance Period. The Monitoring Entity shall have the right to inspect and monitor the use of the Required Workforce Housing Units to ensure compliance with this Covenant. In any action required to enforce the provisions of this Covenant, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.
16. County review: Compliance with the Covenant is subject to audit by the Palm Beach County Internal Auditor and subject to review by the Palm Beach County Inspector General.
17. Severability and Conflicts: In the event of any conflict between this Covenant and any other agreement entered into by the Owner, this Covenant shall control. Should any provision of this Covenant be found invalid or unenforceable by a court of competent jurisdiction, said invalidity, unenforceability or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in full force and effect.
18. Reports: All notices and reports required hereunder shall be sent to the following addresses or a subsequent address as it may from time to time be changed:

To the County: Planning Director
 Palm Beach County Planning Division

Vista Center Building
2300 N. Jog Road
West Palm Beach, Florida 33411-2741

To the Declarant/Owner: Southern & Jog Apartments, LLC,
999 Waterside Drive, Suite 2300
Norfolk, Virginia 23510
Attention: Legal Department

19. Recorded in the Public Records: This Covenant shall be recorded in the Official Records of Palm Beach County within five (5) days of execution of this Covenant. A copy of the recorded Covenant shall be provided to the Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741.

20. Jurisdiction and Venue: The jurisdiction of any action regarding this Covenant shall be in the State of Florida. Venue of any court proceeding to enforce this Covenant shall be in Palm Beach County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6th day of November, 2025. Undersigned has executed this instrument on the date first above written.

Signed, Sealed and Delivered in the presence of:

[Signature]
(Witness Signature)
Erin M. Taylor
(Print Name)
[Signature]
(Witness Signature)
Tanya Atkins
(Print Name)

Declarant:

Southern & Jog Apartments, LLC, a
Florida limited liability company

By: [Signature]
Name: T. Richard Litton, Jr.
Title: Vice President
Date: 11/06/2025

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of November, 2025, by T. Richard Litton, Jr., as Vice President of Southern & Jog Apartments, LLC, a Florida limited liability company, who executed the instrument on behalf of the Company, and who is personally known to me or has produced _____ as a type of identification.



Katherine Alice Leser
Notary Signature
Print Name: Katherine Alice Leser
Notary Public, State of: Commonwealth of Virginia
Serial Number, if any: 7865115
My commission expires: 05/31/2028

EXHIBIT "A"

Legal Description

PARCEL 1:

THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD 80, AND LESS THE SOUTHERLY 500 FEET OF THE EAST 155 FEET OF SAID TRACT 62, AS CONVEYED IN OFFICIAL RECORDS BOOK 1919, PAGE 1622, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE RIGHT INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE SOUTHERLY 500 FEET OF THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD 80 AND THE SOUTH 15 FEET OF 30 FOOT STRIP LYING NORTH OF AND ADJACENT TO BLOCK 5.

PARCEL 2:

THE SOUTHERLY 500 FEET OF THAT PART OF THE EAST 155 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, LYING NORTH OF THE NORTHERLY LINE OF STATE ROAD NO. 80, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE NORTH LINE OF SAID SOUTHERLY 500 FEET TRACT TO BE PARALLEL TO THE NORTH LINE OF SAID TRACT 62, AND THE SOUTH 500 FEET IS TO BE MEASURED ALONG THE EAST LINE OF SAID TRACT 62.

PARCEL 3:

THE EASTERLY 84 FEET OF THE NORTHERLY 665 FEET OF THE WEST ½ OF TRACT 62, AND THE WESTERLY 175 OF THE NORTHERLY 665 FEET OF THE EAST ½ OF TRACT 62, IN BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF TRACT 62, BLOCK 5, BEING THE NORTH 433 FEET OF THE EAST 80.83 FEET OF THE WEST 326.83 FEET OF TRACT 62, BLOCK 5, AND THE SOUTH 15 FEET OF 30 FOOT PLATTED ROADWAY LYING BETWEEN THE NORTHERLY EXTENSION OF THE WEST AND EAST LINES OF SAID PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: (COMPRISED OF SUBPARCELS A THROUGH D BELOW)

SUB PARCEL A

A PORTION OF TRACT 62, BLOCK 5, BEING THE NORTH 433 FEET OF THE EAST 80.83 FEET OF THE WEST 326.83 FEET OF TRACT 62, BLOCK 5, AND THE SOUTH 15 FEET OF 30 FOOT PLATTED ROADWAY LYING BETWEEN THE NORTHERLY EXTENSION OF THE WEST AND EAST LINES OF SAID PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

SUB PARCEL B

THE NORTH 208 FEET OF THE WEST 246 FEET OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

SUB PARCEL C

A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80, AS IN PLAT BOOK 2, PAGES 11 THROUGH 18, WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE WEST LINE OF SAID TRACT 62; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY LINE A DISTANCE 617 FEET; THENCE RUN EAST, PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 80, 246 FEET; THENCE RUN NORTH, PARALLEL TO THE WEST LINE OF TRACT 62 AFORESAID 75 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, 246 FEET TO THE WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

AND

SUB PARCEL D

A PART OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST BOUNDARY OF SAID TRACT, WHERE IT INTERSECTS WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 80; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 467.08 FEET TO THE POINT OF BEGINNING, THENCE EASTERLY AT RIGHT ANGLES WITH SAID WEST BOUNDARY, A DISTANCE OF 246 FEET TO A POINT, THENCE NORTHERLY PARALLEL TO SAID WEST BOUNDARY, A DISTANCE OF 150 FEET TO A POINT, THENCE WESTERLY AT RIGHT

ANGLES, A DISTANCE OF 246 FEET TO THE SAID WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG THE WEST BOUNDARY, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTH OF THE NORTH LINE OF A PARCEL OF LAND DEEDED TO FRED D. TOSLAND, IN OFFICIAL RECORDS BOOK 344, PAGE 569, SAID PORTION DESCRIBED AS THE WEST 125 FEET OF SAID TRACT 62, BLOCK 5, LESS THE NORTH 433 FEET AND ALSO LESS THAT PORTION OF THE WEST 125 FEET LYING 317 FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS IN ROAD PLAT BOOK 2, PAGE 11, AS MEASURED ALONG THE WEST LINE OF SAID TRACT 62, BLOCK 5, THE NORTH LINE OF SAID PORTION BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT 62, BLOCK 5, TOGETHER WITH THAT PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45, LYING NORTH OF THE NORTH LINE OF A PARCEL OF LAND DEEDED TO FRED D. TOSLAND, IN OFFICIAL RECORDS BOOK 202, PAGE 525, SAID PORTION DESCRIBED AS THE EAST 121 FEET OF THE WEST 246 FEET OF THE SOUTH 144.31 FEET OF THE NORTH 577.31 FEET OF SAID TRACT 62, BLOCK 5.

LEGAL DESCRIPTION (CONTINUED)

PARCEL 6:

A PARCEL OF LAND LYING IN TRACT 62, BLOCK 5, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING THE NORTH 160 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 15 FEET THEREOF AS CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 6495, PAGE 88, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THE NORTH 160 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 202, PAGE 525, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. AFORESAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID TRACT 62, WHERE IT INTERSECTS THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80 AS SHOWN IN ROAD PLAT BOOK 2, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°33'00" WEST ALONG SAID WEST LINE OF SAID TRACT 62, A DISTANCE OF 157.00 FEET; THENCE SOUTH 88°07'00" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID STATE ROAD 80, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°33'00" WEST ALONG A LINE PARALLEL WITH AND 15.00 FEET EAST OF, MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 62, A DISTANCE OF 160.00 FEET; THENCE SOUTH 88°07'00" EAST ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 110.10 FEET; THENCE NORTH 00°33'00" WEST ALONG A LINE PARALLEL WITH AND

125.00 FEET EAST OF, MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 62, A DISTANCE OF 12.03 FEET; THENCE NORTH 89°27'00" EAST, ALONG A LINE PARALLEL WITH AND 577.31 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT 62, A DISTANCE OF 128.00 FEET; THENCE SOUTH 00°33'00" EAST, ALONG THE WEST LINE AND THE NORTHERLY PROJECTION OF THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1098, PAGE 675, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA A DISTANCE OF 160.00 FEET; THENCE SOUTH 89°27'00" WEST A DISTANCE OF 128.00 FEET; THENCE SOUTH 00°33'00" EAST A DISTANCE OF 12.03 FEET; THENCE NORTH 88°07'00" WEST A DISTANCE OF 110.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE ANY PORTION CONTAINED WITHIN THE BOUNDARIES OF THE PROPERTY DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814; IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 13538, PAGE 737; AND IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6495, PAGE 88.

QUIET TITLE ORDER PARCEL 1

A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT BOOK 2, PAGES 45-54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80, AS IN PLAT BOOK 2, PAGES 11 TO 18, WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE WEST LINE OF SAID TRACT 62; PROCEED NORTHERLY ALONG SAID WEST BOUNDARY LINE A DISTANCE 617 FEET; THENCE RUN EAST, PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 80, 246 FEET; THENCE RUN NORTH, PARALLEL TO THE WEST LINE OF TRACT 62 AFORESAID 75 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, 246 FEET TO THE WEST BOUNDARY OF SAID TRACT 62; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

QUIET TITLE ORDER PARCEL 2

BEING A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 62, RUN THENCE SOUTH 00°58'09" EAST ALONG THE WEST LINE OF SAID TRACT 62, A DISTANCE OF 208.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 208.00 FEET OF SAID TRACT 62 AND THE POINT OF BEGINNING.

THENCE NORTH 39°01'25" EAST ALONG A LINE 208.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 62, A DISTANCE OF 246.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 246.00 FEET OF SAID TRACT 62; THENCE SOUTH 00°58'09" EAST ALONG A LINE 246.00' EAST OF AND PARALLEL WITH THE SAID WEST LINE OF TRACT 62; THENCE NORTH 88°34'07" WEST ALONG A LINE 692.00 FEET NORTH OF (AS MEASURED ALONG THE SAID WEST LINE OF TRACT 62) AND PARALLEL WITH THE NORTH LINE OF STATE ROAD 80 AS SAME IS SHOWN IN ROAD PLAT BOOK 2, PAGES 11

THROUGH 18, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 246.22 FEET TO A POINT ON THE SAID WEST LINE OF TRACT 62; THENCE NORTH 00°53'09" WEST ALONG SAID WEST LINE, A DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING.

PARCEL 7

A 30' PRIVATE ROAD WAY STRIP (WALLIS ROAD) LOCATED BETWEEN THE NORTH LINE OF TRACT 62, BLOCK 5 AND THE SOUTH LINE TRACT 59, BLOCK 5, OF THE PALM BEACH FARMS PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT 62, BLOCK 5 (TRACT 62), THENCE N.0°58'09" W. ALONG THE EAST RIGHT OF WAY LINE OF FIRST ROAD, 30' TO THE SOUTHEAST CORNER OF SAID TRACT 59, BLOCK 5 (TRACT 59); THENCE N.89° 01' 25" E., ALONG THE SOUTH LINE OF TRACT 59, 659.92' TO A FOUND 5/8" IRON ROD WITH PERMANENT REFERENCE MONUMENT LB 4431 DISK; THENCE S.0°58'09" E., 30' TO THE NORTHEAST CORNER OF TRACT 62; THENCE S.89° 01' 25" W., ALONG THE NORTH LINE OF TRACT 62, 659.92' BACK TO THE POINT OF BEGINNING.

CONTAINING 499,385 SQUARE FEET OR 11.464 ACRES, MORE OR LESS.

ALSO DESCRIBED AS (OVERALL BOUNDARY)

BEING A PORTION OF TRACT 62, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 59 SAID BLOCK 5, RUN THENCE SOUTH 00°58'09" EAST ALONG THE EAST LINE OF SAID TRACT 62, A DISTANCE OF 865.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13538, PAGE 737, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID NORTH RIGHT-OF-WAY LINE ALSO BEING A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 6221.77 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 04°40'30" WEST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'21", A DISTANCE OF 120.08 FEET TO THE POINT OF TANGENCY; THENCE NORTH 84°49'09" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINES, A DISTANCE OF 35.74 FEET TO A POINT ON THE EAST LINE OF PARCEL 135, AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13791 PAGE 155, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°02'54" WEST ALONG SAID EAST LINE AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 160.97 FEET; THENCE SOUTH 88°59'35" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 251.91 FEET; THENCE SOUTH 01°01'45" EAST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 78.76 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°52'13" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 128.00 FEET; THENCE SOUTH 01°01'45" EAST CONTINUING ALONG SAID NORTH

RIGHT-OF-WAY LINE, A DISTANCE OF 11.93 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SAME DESCRIBED IN OFFICIAL RECORDS BOOK 13804, PAGE 1814, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°34'07" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 109.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FIRST STREET AS SAME IS DESCRIBED IN OFFICIAL RECORDS BOOK 6495, PAGE 88, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°58'09" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 160.16 FEET; THENCE NORTH 88°34'07" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 15.01 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 AND THE EAST RIGHT-OF-WAY LINE OF FIRST STREET; THENCE NORTH 00°58'09" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 614.29 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 59, THENCE NORTH 89°01'29" EAST ALONG THE SOUTH LINE OF SAID TRACT 59, A DISTANCE OF 659.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 499,385 SQUARE FEET OR 11.464 ACRES, MORE OR LESS

EXHIBIT "B"

**REQUIRED WORKFORCE HOUSING UNITS
for
Southern & Jog Apartments, Control #2018-00158**

REQUIRED WORKFORCE HOUSING PROGRAM UNITS:

145 TOTAL WORKFORCE HOUSING UNITS

LOW CATEGORY (60-80%), 55 UNITS
MODERATE 1 (>80-100%), 90 UNITS