

Prepared by and return to:
Matthew J. Mytych, Esq.
Assistant City Attorney
City of Clearwater
600 Cleveland Street, Suite 600
Clearwater, Florida 33755

**DECLARATION OF RESTRICTIVE COVENANTS
(1164 La Salle Street)**

This Declaration of Restrictive Covenants (this “Declaration”), is made this __ day of _____, 2025, by C.I.M.H.Z Management LLC, a Florida limited liability company, hereinafter referred to as "OWNER".

WHEREAS, OWNER is the fee title owner of that certain real property commonly referred to as **1164 La Salle Street, Clearwater, Florida 33755** and legally described in Exhibit "A", attached hereto and incorporated herein (the "Property"), which is intended to be developed as an affordable single-family home; and

WHEREAS, OWNER entered into that certain Real Property Transfer Agreement with the City of Clearwater, Florida dated _____, 2025 (the “Contract”) with respect to the Property; and

WHEREAS, the Contract provides in part that the Property shall be restricted to use as a single-family affordable home; and

WHEREAS, OWNER desires to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, OWNER declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved only subject to these covenants and restrictions, and other requirements, all as set forth in this Declaration.

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.

Restrictive Covenants. The Property shall be used solely as a single-family residence to be sold or leased to households whose income does not exceed one hundred twenty percent (120%) of Area Median Income, adjusted for household size, as published annually by the United States Department of Housing and Urban Development for Pinellas County, Florida. This Declaration shall be in effect beginning on the date of recording and ending fifteen (15) years after initial sale or leasing to an income qualified household.

2. Recording. This Declaration shall be recorded in the Public Records of Pinellas County, Florida, and shall be effective upon such recordation (the “Effective Date”).
3. Amendment/Termination. This Declaration may only be amended or terminated upon written instrument duly executed by both the then owner of the Property and the City of Clearwater, Florida, and recorded in the Public Records of Pinellas County, Florida.
4. Binding Effect. This Declaration and all the terms, covenants and conditions herein contained shall be enforceable in a court of competent jurisdiction by the City of Clearwater, Florida, OWNER, or any successive owners or assigns by means of specific performance or any other remedy available at law or at equity. Any person, by acceptance of a deed of conveyance for all or any portion of the Property accepts title to the Property subject to all terms, covenants and conditions, all of which shall be deemed covenants running with the land and shall bind any person having at any time, any interest or estate in the Property.
5. Attorneys’ Fees. In the event of any dispute concerning the rights and obligations set forth herein the prevailing party in any action shall be entitled to reimbursement for its reasonable attorneys’ fees and costs whether incurred at trial or any appealable proceedings.
6. Governing Law and Venue. The interpretation, construction and enforcement of this Declaration and all matters related hereto, shall be governed by the laws of the State of Florida, without application of its conflicts of laws rules. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Declaration will be in the Sixth Judicial Circuit for the State of Florida.
7. Invalid or Illegal Provision(s). If any one or more provisions of this Declaration is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of this Declaration, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, OWNER has executed this Declaration as of the day and year first written above.

C.I.M.H.Z Management LLC,
a Florida limited liability company.

Name: _____
Title: _____
Date: _____

Witnesseth:

Witness Name: _____
Address: _____

Witness Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of the C.I.M.H.Z Management LLC, on behalf of said entity. Such persons are ☐ personally known to me or ☐ presented _____ as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida
Name of Notary: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT “A”
Legal Description

Lots 65 and 66, Block “E”, Greenwood Park No. 2, according to the map or plat thereof as recorded in Plat Book 8, Page 16 of the Public Records of Pinellas County, Florida.