

Prepared by and return to:

Matthew J. Mytych, Esq.  
Assistant City Attorney  
City of Clearwater  
600 Cleveland Street, Suite 600  
Clearwater, Florida 33755

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**DECLARATION OF RESTRICTIVE COVENANTS  
(CLEARWATER GARDENS)**

This Declaration of Restrictive Covenants (this "Declaration"), is made this \_\_\_ day of March, 2024, by **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "OWNER".

WHEREAS, OWNER is the fee title owner of that certain real property commonly referred to as 1277 Grove Street, Clearwater, FL 33755 and legally described in Exhibit "A", attached hereto and incorporated herein (the "Property"), which is currently utilized as a community garden; and

WHEREAS, OWNER entered into that certain Agreement for Development and Purchase and Sale of Property with Archway Partners, LLC dated August 23, 2021 (as amended and assigned, the "Contract") with respect to certain real property including the Property; and

WHEREAS, the Contract provides in part that the Property shall be restricted to use as a community garden; 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.
2. Restrictive Covenants. The Property shall be used solely as a "community garden" for a period of thirty (30) years commencing on the Effective Date of this Declaration (as provided in Section 4 herein) (the "Term") and for no other use. For purposes of this Declaration, "community garden" shall mean an activity on property where more than one person grows produce and/or horticultural plants for their personal consumption and enjoyment, for the consumptions and enjoyment of friends and relatives and/or donation to a not-for-profit organization, generally on a not-for-profit basis. This Declaration, during the Term, shall be for the benefit of the City of Clearwater, Florida, OWNER, and any successive owners or assigns.

3. Lease. As of the date hereof, the Property has been leased by OWNER to Clearwater Community Gardens, Inc., a Florida not-for-profit corporation, pursuant to that certain Community Gardens Lease dated February 21, 2024 (the "Lease"). OWNER acknowledges and agrees that the Lease satisfies, and that any subsequent lease executed by OWNER with another tenant containing substantially similar use provisions, or any other use, whether by the owner of the Property or a third party, shall satisfy the provisions of Section 2 hereof. Any successive lease must comply with this Declaration. Nothing contained in this Declaration shall prohibit or limit the right of the owner of the Property from adopting and enforcing reasonable rules and regulations concerning the use of the Property or maintaining and operating a community garden on the Property in its own name.
4. Recording. This Declaration shall be recorded in the Public Records of Pinellas County, Florida, and shall be effective upon such recordation (the "Effective Date").
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

**COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF  
CLEARWATER, FLORIDA**, a public body  
corporate and politic of the State of Florida  
created pursuant to Part III, Chapter 163,  
Florida Statutes.

\_\_\_\_\_  
Brian J. Aungst, Sr.  
Chairperson  
Date: \_\_\_\_\_

Approved as to form:

Attest:

\_\_\_\_\_  
Matthew J. Mytych, Esq.  
CRA Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: \_\_\_\_\_

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 Brian J. Aungst, Sr., as Chairperson of the Community Redevelopment Agency of the City of Clearwater, a body politic and corporate, on behalf of said entity. Such persons are personally known to me or presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

My Commission Number:

**EXHIBIT A**

**Legal Description – Community Garden Property**

LOTS 28, 29, 30 AND 31, RE-SUBDIVISION LOTS 11, 12, 13, 14 & 15 PADGETT'S ESTATE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.