

# CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748  
CITY HALL, 112 SOUTH OSCEOLA AVENUE, CLEARWATER, FLORIDA 33756  
TELEPHONE (727) 562-4090 FAX (727) 562-4086

OFFICIAL RECORDS AND  
LEGISLATIVE SERVICES

**Certified Mail**

November 19, 2018

Clarendon Assets LP  
474 Mandalay Ave.  
Clearwater, FL 33767


RE: Municipal Code Enforcement Board Case 176-18  
478 Mandalay Ave. #A

Dear Sir/Madam:

The public hearing of the above-referenced case was continued to the meeting of Wednesday, January 23, 2019 at 1:30 p.m.. **Please note, the meeting location has changed from your original Notice of Hearing.** The meeting will be held at the City of Clearwater Main Library, Meeting Room A/B, 100 N Osceola Ave., Clearwater, Florida.

Enclosed please find the paperwork regarding this case which serves as official notice of said hearing.

Sincerely,



Nicole Sprague  
Municipal Code Enforcement Board Secretary

Enclosure

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"Equal Employment and Affirmative Action Employer"

**NOTICE OF HEARING  
MUNICIPAL CODE ENFORCEMENT BOARD  
CITY OF CLEARWATER, FLORIDA  
Case 176-18**

**Certified Mail**  
**November 8, 2018**

Owner: **Clarendon Assets LP**  
**474 Mandalay Ave.**  
**Clearwater, FL 33767**

Violation Address: **478 Mandalay Ave #A**  
**Shops at Sandpearl Commercial Condo Unit A**

Dear Sir/Madam:

You are hereby formally notified that on **Wednesday, December 19, 2018, at 1:30 p.m.** there will be a public hearing before the Municipal Code Enforcement Board in the Council Chambers, 3rd floor, City Hall at 112 South Osceola Avenue, Clearwater, Florida, concerning violation of Section **3-1806.A** of the Clearwater City Code. (See attached Affidavit(s) of Violation).

You are hereby ordered to appear before the Municipal Code Enforcement Board on the hearing date to answer these charges and to present your side of the case. Failure to appear may result in the Board proceeding in your absence. You have the right to obtain an attorney, at your own expense, to represent you before the Board. If you are absent but represented at the hearing, your representative must present to the Board your letter authorizing your representative to speak on your behalf. You will have the opportunity to present witnesses as well as question witnesses against you prior to the Board making a determination. Please be prepared to present evidence at the hearing concerning the amount of time necessary to correct the alleged violations should you be found to be in violation of the City Code.

The case shall be presented to the Board even if the violations described in the attached Affidavit(s) of Violation are corrected prior to the Board hearing.

Should you be found in violation of the City Code, the Municipal Code Enforcement Board has the power by law to levy fines of up to \$250 a day per violation against you and your property for every day each violation continues beyond the date set for compliance in an Order of the Board.

If you wish to have any witnesses subpoenaed, please contact the Secretary of the Municipal Code Enforcement Board within five (5) days at 727-562-4097. If you have any questions regarding the cited violations or if the violations are corrected prior to the hearing, please contact the Inspector whose name appears on the Affidavit(s) of Violation.

Sincerely,



**SECRETARY TO THE MUNICIPAL CODE ENFORCEMENT BOARD**

The Municipal Code Enforcement Board was created pursuant to General Act 80-300, General Laws of Florida, 1979, and Ordinance 2169-80 of the City of Clearwater. The purpose of this quasi-judicial Board of seven citizens is to quickly and fairly render decisions and facilitate enforcement of certain codes of the City of Clearwater.

The City of Clearwater strongly supports and fully complies with the Americans with Disabilities Act (ADA). Please advise us at least 48 hours prior to the hearing if you require special accommodations at 727-562-4090. Assisted Listening Devices are available. Kindly silence electronic devices during the hearings.

**FLORIDA STATUTE 286.0105 STATES THAT ANY PERSON APPEALING A DECISION OF THIS BOARD WILL NEED A RECORD OF THE PROCEEDINGS.**



**MUNICIPAL CODE ENFORCEMENT BOARD OF THE CITY OF CLEARWATER, FLORIDA**  
**AFFIDAVIT OF VIOLATION AND REQUEST FOR HEARING**

NAME OF VIOLATOR: CLARENDON ASSETS LP  
MAILING ADDRESS: 474 MANDALAY AVE  
CLEARWATER, FL 33767

CITY CASE#: BIZ2018-00199

VIOLATION ADDRESS: 478 MANDALAY AVE  
CLEARWATER, FL

DATE OF OFFICIAL NOTICE OF VIOLATION: 3/30/2018

LEGAL DESCRIPTION OF PROPERTY: SANDPEARL BLK 2, LOT 1 LESS RESIDENCES AT  
SANDPEARL RESORT CONDO PER O.R. 15839/300 & 16167/1867 & LESS SHOPS AT  
SANDPEARL COMMERCIAL CONDO PER O.R. 16936/784 & LESS THAT PART

PARCEL #: 08-29-15-78657-002-0010

DATE OF INSPECTION: 10/10/2018 9:05:00 AM

SECTION(S) OF THE CITY CODE WHICH HAVE BEEN VIOLATED: CODE  
SECTION VIOLATED

3-1806.A. \*\* TEMPORARY SIGNS \*\* Within its zoning districts and subject to any applicable provisions with Section 3-1806, general provisions for signs, the city shall allow temporary signs that meet the criteria and limitations set forth in Table 3-1806.1a and Table 3-1806.1b, shown below.

TABLE 3-1806.1a. \*\* CRITERIA AND LIMITATIONS FOR SIDEWALK SIGNS \*\* Please see the enclosed copy of Table 3-1806.1a.

SPECIFICALLY,

One sidewalk sign is allowed to be erected at a property per approved business. If a sidewalk sign is to be erected out front of an approved business it needs to follow all the criteria and limitations set forth in Table 3-1806.1a. to include obtaining a yearly permit and presenting a sidewalk sign of an approved design. At the property "Blinkers Beachside" has erected a sidewalk sign in front of their place of business without a permit and does not appear to be of an approved design style. Please note that it is the responsibility of the property owner to make sure that all current and future tenants are aware of all City ordinances and that the property and tenants come into and remain in compliance. Compliance can be met by removing the sidewalk sign erected in front of the business and not re-erected one until it is permitted, of approved design, and follows all the criteria and limitations set forth in Table 3-1806.1a. To avoid fines starting at \$143.00 or having this case brought in front of the Municipal Code Enforcement Board please meet compliance by the compliance date. Please contact me with any questions. Thank you. \*\*\* Please note that the complaint that came in said that the sign had flashing lights, flashing lights on signage or being utilized as signage is prohibited within the City of Clearwater City limits. Also please see an enclosed copy of a sidewalk sign application permit. \*\*\*

A violation exists and a request for hearing is being made.

Daniel Knight

SWORN AND SUBSCRIBED before me on this 5th day of November, 2018, by Daniel Knight.

STATE OF FLORIDA  
COUNTY OF PINELLAS



PERSONALLY KNOWN TO ME

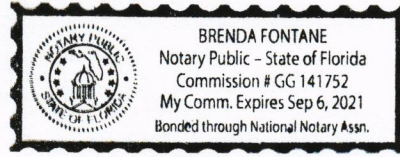


PRODUCED AS IDENTIFICATION

Brenda Fontane

Type of Identification

(Notary Signature)



\_\_\_\_\_  
Name of Notary (typed, printed, stamped)

FILED THIS 8<sup>th</sup> DAY OF November, 20 18

MCEB CASE NO. 176-18

Chiese Sprague

Secretary, Municipal Code Enforcement Board





# CITY OF CLEARWATER

PLANNING & DEVELOPMENT DEPARTMENT  
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748  
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756  
TELEPHONE (727) 562-4720 FAX (727) 562-4735

## Notice of Violation

CLARENDON ASSETS LP  
474 MANDALAY AVE  
CLEARWATER, FL 33767

BIZ2018-00199

ADDRESS OR LOCATION OF VIOLATION: **478 MANDALAY AVE**

LEGAL DESCRIPTION: SANDPEARL BLK 2, LOT 1 LESS RESIDENCES AT  
SANDPEARL RESORT CONDO PER O.R. 15839/300 & 16167/1867 & LESS SHOPS  
AT SANDPEARL COMMERCIAL CONDO PER O.R. 16936/784 & LESS THAT PART

DATE OF INSPECTION: 3/29/2018

PARCEL: 08-29-15-78657-002-0010

Section of City Code Violated:

3-1806.A. \*\* TEMPORARY SIGNS \*\* Within its zoning districts and subject to any applicable provisions with Section 3-1806, general provisions for signs, the city shall allow temporary signs that meet the criteria and limitations set forth in Table 3-1806.1a and Table 3-1806.1b, shown below.

TABLE 3-1806.1a. \*\* CRITERIA AND LIMITATIONS FOR SIDEWALK SIGNS \*\* Please see the enclosed copy of Table 3-1806.1a.

Specifically: One sidewalk sign is allowed to be erected at a property per approved business. If a sidewalk sign is to be erected out front of an approved business it needs to follow all the criteria and limitations set forth in Table 3-1806.1a. to include obtaining a yearly permit and presenting a sidewalk sign of an approved design. At the property "Blinkers Beachside" has erected a sidewalk sign in front of their place of business without a permit and does not appear to be of an approved design style. Please note that it is the responsibility of the property owner to make sure that all current and future tenants are aware of all City ordinances and that the property and tenants come into and remain in compliance. Compliance can be met by removing the sidewalk sign erected in front of the business and not re-erected one until it is permitted, of approved design, and follows all the criteria and limitations set forth in Table 3-1806.1a. To avoid fines starting at \$143.00 or having this case brought in front of the Municipal Code Enforcement Board please meet compliance by the compliance date. Please contact me with any questions. Thank you. \*\*\* Please note that the complaint that came in said that the sign had flashing lights, flashing lights on signage or being utilized as signage is prohibited within the City of Clearwater City limits. Also please see an enclosed copy of a sidewalk sign application permit. \*\*\*

THIS VIOLATION CITED ABOVE MUST BE CORRECTED PRIOR TO 5/13/2018. FAILURE TO CORRECT THE ABOVE LISTED VIOLATION BY THE DATE INDICATED, OR RECURRENCE OF THE VIOLATION AFTER CORRECTION, WILL RESULT IN A LEGAL ACTION BY THE CODE ENFORCEMENT BOARD OF THE CITY OF CLEARWATER OR BY THE PINELLAS COUNTY COURT. SUCH ACTION MAY RESULT IN A FINE. THE ALLEGED VIOLATOR MAY BE LIABLE FOR THE REASONABLE COSTS OF THE INVESTIGATION, PROSECUTION AND THE ADMINISTRATIVE HEARING SHOULD THIS PERSON BE FOUND GUILTY OF THE VIOLATION.

Inspector: Daniel Knight  
Inspector Phone: 727-562-4732

Date Printed: 4/12/2018

NOV\_PropOwn



**TABLE 3-1806.1a. CRITERIA AND LIMITATIONS FOR  
SIDEWALK SIGNS**

<u>Location</u>	<u>In front of primary retail and restaurants within the linear footage of the storefront. Also in the immediate vicinity of parking garages/lots and valet stands.<sup>1</sup></u>
<u>Maximum Number of Signs</u>	<u>1 per business</u>
<u>Maximum Width</u>	<u>2 feet</u>
<u>Maximum Height</u>	<u>3-1/2 feet</u>
<u>Maximum Distance from Building Wall (as measured at the nearest point of sidewalk sign)</u>	<u>2 feet, except 5 feet in the Cleveland Street Café District in the Downtown zoning District and 2 feet from the entryway of a parking garage/lot and valet stands.</u>
<u>Maximum Width of Public Sidewalk that the Sign May Obstruct</u>	<u>4 foot clear path on the sidewalk shall be maintained</u>
<u>Duration Allowed</u>	<u>Only during hours while business or valet service is operating</u>
<u>Allowed on Public Property and Right-of-Way</u>	<u>Yes</u>
<u>Allowed in a Sight Visibility Triangle</u>	<u>No</u>
<u>Design Criteria</u>	<u>Restricted<sup>2</sup></u>
<u>Permit Required</u>	<u>Yes<sup>3</sup></u>

<sup>1</sup> Properties adjacent to a public construction project scheduled to last 180 days may also erect sidewalk signs in compliance with the following:

- a. No more than two sidewalk signs per parcels.
- b. Parcels with multiple businesses shall coordinate copy on the signs.
- c. Sign size is limited to 4 feet in height and 8 square feet in area.
- d. Signs must be constructed in a professional and workmanlike manner from treated wood or other durable material. Sign copy shall not be spray painted onto the signs.
- e. No sidewalk sign shall block any public right-of-way, shall maintain a 4 foot clear path and shall not be located within the visibility triangle of intersections or driveways.
- f. Sidewalk signs shall be removed within 7 days after City's final acceptance of the improvements or completion of the public project.

<sup>2</sup> Design Criteria

- a. All sidewalk sign frames shall:
  - i. be made of durable wood, plastic, or metal only and shall present a finished appearance, and the color of such frames shall be limited to metallic silver/grey, black, white or stained wood.
  - ii. support only black or green colored chalk boards, black, wet marker boards or professional design advertisement/posters made of durable material with clear, non-glare protective covering.
- b. Sidewalk signs shall not be illuminated or incorporate fluorescent colors.
- c. Sidewalk signs shall not be attached to any structure, pole, object, building, or other sign or contain moving parts or have balloons, streamers, pennants or similar adornment attached.
- d. Only wind signs may be allowed to have wheels.
- e. Flexibility with regard to sign style and size may be considered, provided the sign is designed as part of the architectural theme of the property and/or use using similar and coordinated design features, materials, and colors.

<sup>3</sup> Permit Information

- a. A permit shall be obtained on a yearly basis.
- b. A sketch, photo or drawing of the proposed sidewalk sign, along with the required fee, shall be submitted and approved prior to the placement of the sidewalk sign.
- c. If proposed to be placed in a public right-of-way, evidence of general liability insurance in the amount of \$1,000,000 in a form acceptable to the city, with the city named as additional insured shall also be provided.



## Section 3-1806. - Temporary signs.

- A. Within its zoning districts and subject to any applicable provisions with Section 3-1806, general provisions for signs, the city shall allow temporary signs that meet the criteria and limitations set forth in Table 3-1806.1a and Table 3-1806.1b, shown below.
- B. A temporary sign displayed on a window surface must be displayed on the inside of the window surface, shall cover no more than 25 percent of the aggregate window surface area, and shall not be illuminated. This temporary sign allowance shall be reduced by any window surface area already covered by signage allowed in Section 3-1805.O.

TABLE 3-1806.1a. CRITERIA AND LIMITATIONS FOR SIDEWALK SIGNS

Location	In front of primary retail and restaurants within the linear footage of the storefront. Also in the immediate vicinity of parking garages/lots and valet stands. <sup>1</sup>
Maximum Number of Signs	1 per business
Maximum Width	2 feet
Maximum Height	3½ feet
Maximum Distance from Building Wall (as measured at the nearest point of sidewalk sign)	2 feet, except 5 feet in the Cleveland Street Café District in the Downtown zoning District and 2 feet from the entryway of a parking garage/lot and valet stands.
Maximum Width of Public Sidewalk that the Sign May Obstruct	4 foot clear path on the sidewalk shall be maintained
Duration Allowed	Only during hours while business or valet service is operating
Allowed on Public Property and Right-of-Way	Yes
Allowed in a Sight Visibility Triangle	No

Design Criteria	Restricted <sup>2</sup>
Permit Required	Yes <sup>3</sup>

<sup>1</sup> Properties adjacent to a public construction project scheduled to last 180 days may also erect sidewalk signs in compliance with the following:

- a. No more than two sidewalk signs per parcels.
- b. Parcels with multiple businesses shall coordinate copy on the signs.
- c. Sign size is limited to 4 feet in height and 8 square feet in area.
- d. Signs must be constructed in a professional and workmanlike manner from treated wood or other durable material. Sign copy shall not be spray painted onto the signs.
- e. No sidewalk sign shall block any public right-of-way, shall maintain a 4 foot clear path and shall not be located within the visibility triangle of intersections or driveways.
- f. Sidewalk signs shall be removed within 7 days after City's final acceptance of the improvements or completion of the public project.

<sup>2</sup> Design criteria.

- a. All sidewalk sign frames shall:
  - i. Be made of durable wood, plastic, or metal only and shall present a finished appearance, and the color of such frames shall be limited to metallic silver/grey, black, white or stained wood.
  - ii. Support only black or green colored chalk boards, black, wet marker boards or professional design advertisement/posters made of durable material with clear, non-glare protective covering.
- b. Sidewalk signs shall not be illuminated or incorporate fluorescent colors.
- c. Sidewalk signs shall not be attached to any structure, pole, object, building, or other sign or contain moving parts or have balloons, streamers, pennants or similar adornment attached.
- d. Only wind signs may be allowed to have wheels.



e. Flexibility with regard to sign style and size may be considered, provided the sign is designed as part of the architectural theme of the property and/or use using similar and coordinated design features, materials, and colors.

<sup>3</sup> Permit information.

- a. A permit shall be obtained on a yearly basis.
- b. A sketch, photo or drawing of the proposed sidewalk sign, along with the required fee, shall be submitted and approved prior to the placement of the sidewalk sign.
- c. If proposed to be placed in a public right-of-way, evidence of general liability insurance in the amount of \$1,000,000.00 in a form acceptable to the city, with the city named as additional insured shall also be provided.

**TABLE 3-1806.1b. CRITERIA AND LIMITATIONS FOR ALL OTHER  
TEMPORARY SIGNS IN ALL ZONING DISTRICTS**

CRITERIA	Residential Zoning Districts	Non- Residential Zoning Districts
Maximum number of temporary signs per parcel <sup>1</sup>	8	4
Maximum sign size (area) for a temporary sign <sup>2</sup>	4 sq. ft.	16 sq. ft.
Maximum sign height for a temporary freestanding sign <sup>3</sup>	6 ft.	6 ft.
Maximum sign height for a temporary attached sign (inclusive of a window sign)	15 ft.	15 ft.
Minimum sign setback required to be maintained by a temporary freestanding sign from any property line <sup>4</sup>	5 ft.	5 ft.
Minimum sign setback required to be maintained by a temporary freestanding sign from the edge of any paved street or road	5 ft.	5 ft.

[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Contact Us](#) [WM](#)

**08-29-15-81212-000-0010**

**Compact Property Record Card**

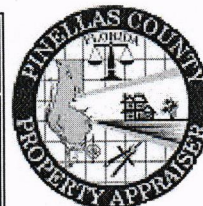
[Tax Estimator](#)

**Updated November  
3, 2018**

[Email](#) [Print](#) [Radius Search](#)

[FEMA/WLM](#)

<b>Ownership/Mailing Address <a href="#">Change</a> Mailing Address</b>	<b>Site Address</b>
CLARENDON ASSETS LP 474 MANDALAY AVE CLEARWATER FL 33767-2015	478 MANDALAY AVE # A CLEARWATER



Property Use: 1134 (Condo - Commercial - Store)      Total Living      Total Gross  
SF: 1,650      SF: 1,650

[\[click here to hide\]](#) **Legal Description**

SHOPS AT SANDPEARL COMMERCIAL CONDO UNIT A

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**Parcel Information    Latest Notice of Proposed Property Taxes (TRIM Notice)**

<b>Most Recent Recording</b>	<b><a href="#">Sales Comparison</a></b>	<b><a href="#">Census Tract</a></b>	<b>Evacuation Zone (NOT the same as a FEMA Flood Zone)</b>	<b>Plat Book/Page</b>
19341/1557	<a href="#">Sales Query</a>	121030260022	A	156/96

**2018 Interim Value Information**

Year	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value / Non-HX Cap</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2018	\$485,000	\$485,000	\$485,000	\$485,000	\$485,000

**[\[click here to hide\]](#) Value History as Certified (yellow indicates correction on file)**

Year	<a href="#">Homestead Exemption</a>	<a href="#">Just/Market Value</a>	<a href="#">Assessed Value</a>	<a href="#">County Taxable Value</a>	<a href="#">School Taxable Value</a>	<a href="#">Municipal Taxable Value</a>
2017	No	\$475,000	\$475,000	\$475,000	\$475,000	\$475,000
2016	No	\$460,000	\$460,000	\$460,000	\$460,000	\$460,000
2015	No	\$420,000	\$420,000	\$420,000	\$420,000	\$420,000



U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clarendon Assets LP  
474 Mandalay Ave  
Clearwater, FL 33767

ref: 474-Mandalay Ave.

9590 9402 3027 7124 9396 01

2. Article Number (Transfer from service label)

7016 3010 0000 8832 3051

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

B. JONES

C. Date of Delivery

4/16

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt