

DECLARATION OF RESTRICTIONS

THESE RESTRICTIONS (“RESTRICTIONS”) are made by **Florida Dream Center Inc**, a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office at 4017 56th Avenue North, St. Petersburg, Florida 33714 (“OWNER”), for the benefit of **Pinellas County**, a political subdivision of the State of Florida, whose mailing address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”). COUNTY and OWNER are jointly referred to from time to time throughout these RESTRICTIONS as “PARTIES”.

WITNESSETH:

WHEREAS, on the _____ day of _____ 2023, the PARTIES executed a Contract for Sale and Purchase in the amount of \$1,195,000.00 for a certain parcel of real property, further described below, situated and being located in Pinellas County, Florida, and generally located at 4017 56th Avenue North, St. Petersburg, Florida 33714 (“PROPERTY”); and

WHEREAS, on the _____ day of _____ 2023, the COUNTY executed a County Deed conveying the PROPERTY to OWNER; and

WHEREAS, the PARTIES agreed that the COUNTY would, pursuant to Florida Statutes s. 125.38, convey the PROPERTY to OWNER so long as the PROPERTY is used as a public facility providing services to residents in the Lealman Community Redevelopment Area to address immediate and long term needs in the areas of homelessness, hunger, poverty, addiction and community outreach; and

NOW THEREFORE, in consideration of COUNTY closing the real estate transaction, OWNER hereby declares that the Property described above will be held, sold, and conveyed subject to the following restrictions, covenants, limitations, and conditions, which will run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and will inure to the benefit of the COUNTY.

ARTICLE I. RESTRICTIONS

- 1. Recitals.** The foregoing recitals are true and correct and are fully incorporated herein.
- 2. Property.** The PROPERTY subject to these RESTRICTIONS is 4017 56th Avenue North, Saint Petersburg, Florida 33714, more specifically described as:

LEGAL DESCRIPTION: LOTS 31, 32, 33, 34, AND 35 OF MAGNOLIA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL I.D.NO.: 34/30/16/54432/000/0310

The OWNER hereby warrants that it is the only fee simple owner of the Property and is lawfully able to enter into these RESTRICTIONS applicable to the Property as described herein.

3. **Use Restrictions.** OWNER covenants and agrees that use of the Property will be restricted as follows:
 - a. The OWNER must provide, coordinate, and facilitate a broad array of public and social services to residents in the Lealman Community Redevelopment Area, including but not limited to the Adopt-a-Block program, and in partnership with the Juvenile Welfare Board, the Child Hunger Program;
 - b. The OWNER must utilize the facility solely for public purposes including but not limited to the uses enumerated in 3(a) above;
 - c. The OWNER must not, during the Restricted Period defined below, use or alter the use of the PROPERTY in any manner in conflict with this section, including but not limited to commercial or non-public uses;
 - d. The OWNER must maintain all buildings, facilities, grounds, parking areas, landscaping, and any and all appurtenances thereto in good repair, working order, and in a safe condition; and
 - e. OWNER, including any staff, officers, or board members, are prohibited from making repairs or improvements to the PROPERTY.
 - f. Any violations of any of the provisions herein contained 3(a)-3(e) by OWNER or any successor in interest, such as sub-lessees or assignees, will trigger the reversion of the property to COUNTY and will require the OWNER to convey the PROPERTY back to the COUNTY as further provided for in Section 5 herein.
4. **Sale or Lease Requirements.** OWNER covenants that no lease, sale, or title transfer to any third party may occur prior to giving the COUNTY a Sixty (60) day written notice. Any such sale or lease is subject to the use restrictions contained in Section 3 herein.
5. **Default and Remedies.** In the event that the AGENCY either sells the PROPERTY or alters the use of the PROPERTY in a way that no longer conforms to the uses specified in Section 3 above, or any other terms or conditions herein, OWNER must, within sixty (60) days of the sale or beginning of non-conforming use execute a deed conveying the PROPERTY to the COUNTY. In the event of a default under this section the COUNTY is entitled to any and all other remedies provided in law or equity.
6. **Restricted Period.** For the purposes of these RESTRICTIONS, the Restricted Period will commence

on the date of execution and will remain in perpetuity of OWNER's, including its successors, assigns, and transferees, ownership of the PROPERTY except and unless the PROPERTY is returned to the COUNTY at which time the Restricted Period will end.

- 7. Covenants Running With the Land.** The covenants and conditions contained herein will run with the land and will bind, and the benefits will inure, to the OWNER, its successors, assigns, lessees, and all subsequent owners of the Property or any interest therein, for the entire duration of the Restricted Period. The OWNER must expressly reference the conditions and covenants of these RESTRICTIONS on any deed or other instrument conveying ownership interest in the Property.
- 8. Recordation:** These RESTRICTIONS will be properly filed and recorded, upon closing of the sale transaction, in the official public records of Pinellas County, Florida and will constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

ARTICLE II. MISCELLANEOUS

1. Governing Law. Any claim will be governed by and interpreted in accordance with the laws of the state of Florida.
2. Venue. Any action regarding the enforcement of these Restrictions must be brought in the Circuit Court in Pinellas County, Florida.
3. Waiver. The waiver or invalidity of any part of these Restrictions will not affect the validity or enforceability of the remaining portions.
4. Enforcement. The County will have the right to specifically enforce these Restrictions and is entitled to all remedies at law or in equity in the event of Owner's non-compliance with these Restrictions.
5. Notices. All notices to be given to COUNTY pursuant to these Restrictions must be delivered by regular U.S. mail as follows:

Pinellas County Real Property Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756

All notices to be given to OWNER pursuant to these Restrictions must be delivered by regular U.S. mail as follows:

Florida Dream Center, Inc.
Attn: President/CEO
4017 56th Avenue North
St. Petersburg, Florida 33714

OWNER and COUNTY each reserve the right to change their respective addresses by amendment to these Restrictions recorded in the Public Records of the County from time to time.

(SIGNATURE PAGE/S FOLLOWS)

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed on the day of execution as shown below.

ATTEST: *Note: Two witnesses are required*

OWNER: Florida Dream Center Inc

Witness #1 Signature

By: _____
Signature

Print or Type Name

Print Name/Title

Witness #2 Signature

Date: _____

Print or Type Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____ on behalf of the Agency. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature

(NOTARY STAMP/SEAL ABOVE)

Name of Notary, typed, printed or stamped