

## RESTRICTIVE COVENANTS

Project Name: \_\_\_\_\_

Grant Number: \_\_\_\_\_

THESE COVENANTS are entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, hereinafter referred to as the Owner, [and insert name of Grant Recipient, if not Owner] and shall be effective for a period of [insert years from guidelines] years from the date of recordation in [the Office of the Clerk of the Circuit Court of \_\_\_\_\_ (Name of County) County, Florida or \_\_\_\_\_ (Name of Office) serving as the county recorder provided by law for \_\_\_\_\_ (Name of County) County, Florida].

WHEREAS, the Owner is the fee simple titleholder of the Property located at \_\_\_\_\_ (Project Address), \_\_\_\_\_ (Project City Location), \_\_\_\_\_ (Name of County) County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the [Owner or Grant Recipient] is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$\_\_\_\_\_ (Grant Award Amount), to be used for the preservation of the Property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located,

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the [Owner or Owner and Grant Recipient] hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the [Owner or Owner and Grant Recipient] and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The [Owner or Owner and Grant Recipient] grants to the Department a security interest in the Property in the amount of \$\_\_\_\_\_, active for the period stated in the preamble above.
2. The [Owner or Owner and Grant Recipient] agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The [Owner or Owner and Grant Recipient] agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments in historic cemeteries that have no impact on historic features, without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The [Owner or Owner and Grant Recipient] agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The [Owner or Owner and Grant Recipient] agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
6. The Owner agrees to record these covenants with [the Office of the Clerk of the Circuit Court of \_\_\_\_\_ (Name of County) County, Florida or \_\_\_\_\_ (Name of Office) serving as the county recorder provided by law for \_\_\_\_\_]

(Name of County) County, Florida] prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.

7. The [Owner or Owner and Grant Recipient] agrees that these restrictions shall encumber the property for a period of [insert years from guidelines] years from the date of recordation, and that if a restriction is violated within the [insert years from guidelines] year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:

**[INSERT AMORATIZATION SCHEDULE]**

8. If the [Owner or Owner and Grant Recipient] violates any part of these Restrictive Covenants, then the [Owner or Owner and Grant Recipient] will be in default and the Department shall have the right to exercise the following rights:

- a. The Department shall have the right to declare the liquidated damages described in paragraph 7, plus interest at the statutory rate from the time of the [Owner's or Owner and Grant Recipient's] receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the [Owner or Owner and Grant Recipient], which notice or demand are hereby expressly waived by the [Owner or Owner and Grant Recipient], and upon the making of any such declaration, the entire amount shall become immediately due and payable;
- b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 8a. through foreclosure proceedings or any other manner allowed by law;
- c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
- d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the [Owner or Owner and Grant Recipient] or to whomsoever may be lawfully entitled to receive such surplus. The [Owner or Owner and Grant Recipient] shall remain liable for any obligations remaining unpaid.

9. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the [Owner or Owner and Grant Recipient] are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.
10. The [Owner or Owner and Grant Recipient] agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **Owner or Owner and Grant Recipient** has read these Restrictive Covenants and has hereto affixed their signature.

**WITNESSES:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
OWNER Signature

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Owner Name and Title Typed/Printed

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Owner Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
City State Zip

The State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_  
(Name) (Type of Authority, e.g., Officer)

for \_\_\_\_\_.  
(Name of Corporation/Partnership)

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]

**[Insert this page when Grant Recipient is not the owner]**

**WITNESSES:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
GRANT RECIPIENT Signature

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Grant Recipient Name and Title Typed/Printed

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Grant Recipient Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
City State Zip

The State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_  
(Name) (Type of Authority, e.g., Officer)

for \_\_\_\_\_  
(Name of Corporation/Partnership)

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]