

This Instrument prepared by:
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Leon County Attorney's Office
301 South Monroe Street, Suite 217
Tallahassee, Florida 32301

Tax ID# _____

**Flooded Property Acquisition and Management Program
Leon County, Florida**

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**; whose post office address is Department of Public Works, 2280 Miccosukee Rd., Tallahassee, FL 32308 (hereinafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain Flooded Property, identified as such in accordance with its Flooded Property Acquisition and Management Program (the "Program"), located in Leon County, Florida, and legally described as follows:

[INSERT PROPERTY DESCRIPTIONS]

(hereinafter referred to collectively as the "Flooded Property"); and

WHEREAS, in accordance with the Program, Declarant is required to record in the official records of Leon County, Florida certain restrictive covenants to run with and encumber the Flooded Property in perpetuity; and

NOW, THEREFORE, Declarant hereby declares that the Flooded Property shall be subject to the following easements, restrictions, covenants, and conditions, all of which shall run with the Flooded Property in perpetuity and which shall be binding on all parties having any right title or interest in the Flooded Property, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of the County (hereinafter the "Declaration").

ARTICLE I
Definitions

Section 1. "Owner" shall mean and refer to any record owner of the fee simple title to all or any part of the Flooded Property, subsequent to the Declarant's ownership, whether one or more persons or entities, and the owner's heirs, successors, and assigns, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Flooded Property" shall mean and collectively refer that certain real property located in Leon County, Florida and legally described hereinabove.

Section 3. "Declarant" shall mean and refer to the Declarant herein, Leon County, Florida, a charter county and political subdivision of the State of Florida.

Section 4. "County" shall mean Leon County, Florida, a charter county and political subdivision of the State of Florida, and its Board of County Commissioners, employees, and authorized agents.

Section 5. "Program" shall mean the Flooded Property Acquisition and Management Program adopted by the County's Board of County Commissioners on June 10, 2008 and as may be amended from time to time thereafter.

ARTICLE II
Use of Flooded Property

The Flooded Property shall be maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices.

ARTICLE III
New Structures

No new structures shall be erected on the Flooded Property other than the following: (a) a public facility that is open on all sides and functionally related to a designated open space; or (b) a structure that the County approves in writing before the commencement of the construction of the structure.

ARTICLE IV
No Disaster Assistance

There shall be no application made to any Federal, State, or County entity, or to any other such governmental entities, for any purpose seeking flood relief or other disaster assistance for the Owner, nor shall any flood relief or other disaster assistance be provided by any Federal, State, County, or other governmental source for the Flooded Property.

ARTICLE V
General Provisions

Section 1. Enforcement. Either the Declarant or the County shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by either the Declarant or the County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any of the provisions of this Declaration are violated by the Owner or by a third party with knowledge of the Owner, fee simple title to the Flooded Property shall be conveyed to the County without further notice to the Owner, and the Owner shall forfeit all right, title, and interest in and to the Flooded Property.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which provisions shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall inure to the benefit of the County and shall run with and bind the land in perpetuity. Any amendments hereto shall not be valid without the written consent of the County.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions, and Restrictions to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

LEON COUNTY, FLORIDA a charter county and political subdivision of the State of Florida

By: _____
Jane Sauls, Chairman
Board of County Commissioners

Date: _____

ATTEST: Bob Inzer, Clerk of Circuit Court

By: _____
Deputy Clerk

Approved as to Form:

By: _____
County Attorney