

RESTRICTIVE COVENANTS

OFF REC 0708 PAGE 1980

THESE COVENANTS are entered into this 7<sup>th</sup> day of September, 2000, by Flagler County BCC, hereinafter referred to as the Owner, and Flagler County Board of County Commissioners hereinafter referred to as the Grant Recipient, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of Flagler County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at 5880 North Ocean Shore Boulevard, Palm Coast, Flagler County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the 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 \$132,600.00, to be used for the restoration and 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, the Owner and the Grant Recipient hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner and the Grant Recipient agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Archaeological Documentation.
2. The Owner and the Grant Recipient agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner and the Grant Recipient agree 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 Archaeological Documentation.
4. The Owner and the Grant Recipient agree 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.
5. The Owner and the Grant Recipient agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
  - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
  - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Flagler County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner and Grant Recipient agree that the Department shall incur no tax liability as a result of these restrictive covenants.

*[Signature]*  
Witness Signature

LISA BATES  
Witness Name Typed/Printed

9-7-00  
*[Signature]*  
GRANT RECIPIENT

1200 East Moody Blvd. #1  
Grant Recipient's Address

*[Signature]*  
Witness Signature

Bunnell, FL 32110  
City State Zip

Jean M Stachurski  
Witness Name Typed/Printed

The State of Florida  
County of

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that James A Darby personally  
(Name)  
appeared as Chairman for Flagler County BCC  
(Officer) (Name of Corporation/Partnership)  
known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced

Executed and sealed by me at Flagler County Florida on 9-7, 2000.

*[Signature]*  
Notary Public in and for

The State of Florida

My commission expires:



Laurie A. Dunson  
Notary Public, State of Florida  
My Comm. Exp. Jun. 16, 2004  
Comm. No. CC 831237

This instrument was prepared under the supervision of Frank R. Stockton, Attorney, Florida Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

APPROVED AS TO FORM

*[Signature]*  
ASSISTANT COUNTY ATTORNEY

**EXHIBIT "A"**

5862 N. Oceanshore Blvd.

JOSE PARK SUBDIVISION - Lots 18 thru 23  
PR 75-33 OR 57 PG 586, OR 101 PG 29  
OR 120 PG 188  
- OR 408 PG 596