This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 217
Tallahassee, Florida 32301

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by [***INSERT NAME(S) OF FEE SIMPLE OWNER(S)***], whose post office address is [***INSERT ADDRESS OF FEE SIMPLE OWNER(S)***], (hereinafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain property located at [***INSERT ADDRESS OF PROPERTY BEING PERMITTED***], Leon County, Florida, and further described in the legal description attached hereto and incorporated herein by this reference as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Declarant has made application to Leon County (the "County") for the permitting of certain development upon the Property (hereinafter the "Permit"); and

WHEREAS, the Declarant acknowledges and agrees that the Property has either experienced flooding, is located within an identified flood plain, or is otherwise prone to flooding; and

WHEREAS, it is the intent of the Declarant, as a condition of the County's approval of the Permit, to release the County from any and all existing claims for any damages arising from the flood-prone condition of the Property, and to waive any and all such future claims for damages against the County, and to covenant and agree to not seek any relief from such claims under the County's Flooded Property Acquisition Program (Policy No. 03-10), as may be amended from time to time, nor from any other such disaster relief programs funded by the County, and for such covenants to run with the Property in perpetuity.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which shall run with the Property in perpetuity and which shall be binding on all parties having any right title or interest in the 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

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to all or any part of the Property, 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.

"Property" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" and shall include any lots which may be created in a subsequent re-division or subdivision.

"Declarant" shall mean and refer to any or either of the Declarants.

ARTICLE II
Release of Any Existing Flood Damage Claims

Declarant hereby releases the County from any and all past or present claims for damages to the Property and/or to Declarant's personal property arising from or out of the flood-prone condition of the Property.

ARTICLE III
Waiver of Any Future Flood Damage Claims

Declarant hereby waives any and all future claims against the County for damages to any of Declarant's real or personal property arising from or out of the flood-prone condition of the Property.

ARTICLE IV
Covenant Not to Seek Flood Relief

Declarant hereby covenants and agrees to not seek any relief or assistance (monetary, nonmonetary, or otherwise) through the County's Flooded Property Acquisition Program (Policy No. 03-10), as may be amended from time to time, nor from any other such disaster relief programs funded by the County, for claims arising from or out of the flood-prone condition of the Property.

ARTICLE V
General Provisions

Section 1. Enforcement. 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 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.

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 respective authorized representatives, the day and year aforesaid.

[*INSERT NAME OF OWNER*]

_____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____ 2004, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

_____
(print name)
NOTARY PUBLIC
My Commission expires:

SEAL

[*INSERT NAME OF SECOND OWNER, IF ANY*]

_____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____ 2004, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

_____
(print name)
NOTARY PUBLIC
My Commission expires:

SEAL