

RESTRICTIVE COVENANTS**Project Name:** _____**Grant Number:** _____

THESE COVENANTS are entered into this ____ day of _____, 20__, by _____, hereinafter referred to as the Owner, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of (**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 is a grant recipient and 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, the Owner 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 agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner 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 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 Rehabilitation.
4. The Owner 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 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 (**Name of County**) County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agree that the Department shall incur no tax liability as a result of these restrictive covenants.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY