

This instrument prepared by:
St. Johns County Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084

DECLARATION OF RESTRICTIVE COVENANTS

This **DECLARATION OF RESTRICTIVE COVENANTS (Declaration)**, made this _____ day of _____, _____ between _____, (“_____”) whose mailing address is (Address, City, State & Zip), first party, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, (“County”) whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, second party:

- A. “_____” at their expense, constructed and installed a bulkhead along their east property line including the County right-of-way together with stairs for public access to the beach at the east end of _____ Street.
- B. The bulkhead was constructed for the purpose of assisting oceanfront property owners against high tides, beach erosion, and to assist in protecting oceanfront property.
- C. “_____” is requesting acceptance of the bulkhead and stairs by the “County”.
- D. Pursuant to the Board of County Commissions acceptance of the Bill of Sale, Schedule of Values, and Release of Lien for said bulkhead and stairs “_____” and the “County” wish to enter into this Declaration, to be recorded in the public records of St. Johns County, Florida (“Public Records”) for the purpose of providing record notice that the lands described in EXHIBIT “A” (“Lands”) are subject to certain conditions for the acceptance of said bulkhead and stairs.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. “_____” acknowledges the “County” is not required to replace the bulkhead and stairs should they be destroyed or damaged beyond repair for any reason or by any cause whatsoever.
- 2. Nothing herein shall be construed to obligate the County to perform maintenance, repair, or replacement of any portion of the bulkhead and stairs.
- 3. The “County” reserves the right to remove all or any portion of the bulkhead and stairs from the County right-of-way at any time whatsoever.
- 4. The “County” is not responsible for any property damage to the “Lands” resulting from the failure of the bulkhead and stairs, or any portion thereof.

5. Covenant running with the "Lands"; Successors and Assigns; the parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and maintenance of said bulkhead, stairs, and "Lands", and, therefore, the provisions of this Declaration shall constitute covenants running with the land, burdening the "Lands" and binding on any future owner with respect to the "Lands" or portion thereof.
6. No Third Part Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of "County", and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than the "County" or its Designated Successor(s).
7. Amendment Waiver. This Declaration may not be modified or amended without the written consent of "County" or the Designated Successor, on the one hand, and "_____" or any Future Owner, on the other hand. Any such amendment shall be recorded in the Public Records. The failure by "County" or the Designated Successor to enforce any covenant, condition or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach of violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.
8. Effect of Declaration. This Declaration is intended to memorialize the agreement between "County" and "_____" under the Agreement with respect to the matters set forth herein. Nothing in this Declaration is intended to limit "County's" rights under the Agreement, whether or not full set forth herein as to any other matter, including other provisions of the Agreement, which survive any Closing and termination of the Agreement.
9. Termination of Declaration. Notwithstanding anything to the contrary contained herein, this Declaration shall terminate automatically in thirty (30) years. "County" agrees that after this Declaration has automatically terminated, within ten (10) days after written request from "_____" or any third party purchaser of the "Lands", deliver to the requesting party a document in recordable form acknowledging such termination. Requests for such documentation acknowledging termination of this Declaration must be sent to "County" at the address first set forth above, or such other address as "County" may designate by recorded amendment to this Declaration, from time to time.
10. Notices. Any notice to be given or to be served upon any party hereto in connection with this Declaration must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received; (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses set forth in the preamble of this Declaration.
11. Enforcement. In the event of the breach of any of the provisions set forth in this Declaration, "County" or Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by "_____" or any Future Owner to comply with the terms of this Declaration, In the event of any action for enforcement of this Declaration by "County" or its Designated Successors, such enforcing

party shall be entitled, in addition to all other relief granted by the court, to a judgement for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

12. Governing Law and Venue. This Declaration shall be construed by and controlled under the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in the County, or the United States District Court for the Middle District of Florida.
13. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitations, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.
14. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.
15. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year set forth above.

Witness (Print Name): _____

Witness (Print Name): _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ . He/She/They are personally known to me or has/have produced _____ as identification.

Notary Public, State of Florida
My commission expires: _____

Witness (Print Name): _____

Chair

Witness (Print Name): _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ . He/She/ are personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My commission expires: _____

EXHIBIT “A”

(“_____” Property)

(Legal Description)

(“County” Property)

(Legal Description)