

Prepared By and Return To:

Chipley City Attorney
Michelle Blankenship Jordan
Florida Bar No. 0070836
Blankenship Jordan, P.A.
P.O. Box 548
Chipley, Florida 32428

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION, entered into this ____ day of _____, voluntarily by _____, with an address of _____ (“Owner”), for the benefit of the City of Chipley Community Redevelopment Agency, a corporate and politic body of the State of Florida, with an address of P.O. Box 457, Chipley, Florida 32428, (“Chipley CRA”) in consideration for Owner’s receipt of a Commercial Improvement Grant/Residential Improvement Grant, as provided for herein:

Preamble

WHEREAS, the City of Chipley, Florida, by Resolution No. 85-14 pursuant to F.S. Chapter 163, pt. III (F.S. § 163.330 et seq.) created a corporate and politic body, known as the Chipley Redevelopment Agency; and

WHEREAS, the CRA is governed by a seven (7) member Board of Commissioners; and

WHEREAS, the CRA Board adopted its most recent CRA Redevelopment Plan in June 2017; and

WHEREAS, the CRA Board approved a Commercial Improvement Grant and a Residential Improvement Grant program on _____; and

WHEREAS, the real property subject to this Declaration of Restrictive Covenant is located within the CRA District; and

WHEREAS, the Owner has applied for a Residential/Commercial Improvement Grant; and

WHEREAS, the CRA Board finds the subject property and the Owner’s proposed redevelopment meets the criteria established in the CRA Redevelopment Plan for rehabilitation and revitalization of blight.

Grant of Restrictive Covenant

The Chipley CRA, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby imposes the following restrictive covenants on the property described in Exhibit A attached hereto and made a part hereof (the "Property"), which covenants shall run with the land and be binding on the Owner, her heirs, successors, and assigns:

- The **Property** shall be maintained in a manner that is consistent with the community standards of the City of Chipley, Florida, and in compliance with all applicable laws, regulations, and ordinances.
- The **Chipley CRA** reserves the right to enter the **Property** at reasonable times to inspect for compliance with these covenants.

Purpose of Restrictive Covenant

This Declaration of Restrictive Covenant (the "Declaration") is made with the purpose of ensuring that the use and development of the Property adhere to certain specified standards and restrictions, as agreed upon by the Chipley CRA and the Owner. It is intended to protect the aesthetic and environmental quality of the surrounding area, promote sustainable development, and enhance the overall value of the Property for the benefit of the community. The restrictions set forth in this Declaration shall run with the land and be binding upon the Owner, their heirs, successors, and assigns, and all future owners and occupants of the Property.

Term of Restrictive Covenant

This Restrictive Covenant shall commence on the date of execution by the Chipley CRA and shall continue in full force and effect for a term of three (3) years ("Term"). Upon the expiration of the Term, this Restrictive Covenant shall be considered fully satisfied and shall be automatically released without any further action required by the Owner, provided that the Owner has complied with all terms and conditions set forth herein during the Term.

Improvement Requirements

The Owner hereby agrees to use the grant funds provided by the Chipley CRA solely for the purpose of making improvements to the Property, as described in Exhibit A, which is attached hereto and incorporated herein by reference. Such improvements shall be made in accordance with all applicable local, state, and federal laws, ordinances, rules, and regulations. The Owner further agrees to complete all improvements within a timeframe to be specified in the grant agreement between the Chipley CRA and the Owner. Failure to complete the improvements within the specified timeframe or to use the grant funds exclusively for the purpose of making improvements to the Property may result in the requirement to repay the grant funds in full to the Chipley CRA.

All improvements made to the Property shall become the property of the Owner; however, during the term of this Restrictive Covenant, the Owner shall not remove or materially alter any improvements without the prior written consent of the Chipley CRA. This consent shall not be unreasonably withheld, conditioned, or delayed.

Enforcement

This Declaration of Restrictive Covenant may be enforced by the Chipley CRA, its successors, and assigns, against the Owner, her successors, and assigns, in any court of competent jurisdiction within the State of Florida. The Chipley CRA shall have the right, but not the obligation, to require the Owner to remedy any breach of this Declaration within a specified period, as determined by the Chipley CRA. Should the Owner fail to remedy such breach within the specified period, the Chipley CRA may, at its discretion, undertake any legal or equitable action

Furthermore, if the Chipley CRA incurs any costs, including reasonable attorney's fees, in enforcing this Declaration, the Owner shall reimburse the Chipley CRA for all such costs. The rights and remedies provided herein are cumulative and shall not preclude the Chipley CRA from exercising any other rights or remedies available under law or in equity.

This Declaration of Restrictive Covenant may be modified, amended, or terminated only by a written instrument signed by both the Chipley CRA and the Owner. Any such modification, amendment, or termination shall not adversely affect the rights of any lender holding a mortgage on the Property without such lender's written consent. Notwithstanding the foregoing, the Chipley CRA reserves the right to modify, amend, or terminate this Declaration of Restrictive Covenant in whole or in part, without the consent of the Owner, if such modification, amendment, or termination is required to comply with any applicable federal, state, or local law, regulation, or court order.

Governing Law

OWNER:	

Print Name	
Witness:	
_____	_____
Print Name: _____	Print Name: _____
Address: _____	Address: _____

3

SWORN TO AND SUBSCRIBED to before me, _____, by means
of [] physical presence or [] online notarization this _____ day of _____, 202_,
by _____, who is [] personally known to me or [] provided
_____ as identification.

(SEAL)

Notary Public

My Commission Expires: _____