



## Restrictive Covenants

The following is an example of Restrictive Covenants to be included in all Grant Award Agreements:

THESE COVENANTS are entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, hereinafter referred to as "the Owner," and <NAME>, hereinafter referred to as "the Grantee/Lessee," and shall be effective for a period of ten years from the date of recordation by the Clerk of the Court of Duval County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located at <ADDRESS>, Florida, and

WHEREAS, the Grantee/Lessee is to receive Capital Program funds administered through the Cultural Council of Greater Jacksonville, 40 East Adams Street, Suite 140, Jacksonville, Florida 32202, hereinafter referred to as "the Council," in the amount of <AWARD AMOUNT>, to be used for the renovation/restoration/construction of the facility situated on the property of the Owner and

WHEREAS, said funds have been or will be expended for the purpose of

### <PURPOSE SUMMARY>

Now THEREFORE, as part of the consideration for the Capital Program grant, the Owner and the Grantee/Lessee 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 the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the Property so that it continues to be used for a cultural facility as defined by the annual guidelines.
2. The Owner and the Grantee/Lessee agree that the Council, 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.
3. The Owner and the Grantee/Lessee 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 Council 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 Council shall be entitled to return of the entire grant amount.
  - b. If the violation occurs after the first five years of the effective date of these covenants, the Council 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 Council shall be entitled to 80% of the original grant amount.
4. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Duval County, Florida, and shall pay any and all expenses associated with their filings and recording.
5. The Owner and the Grantee/Lessee agree that the Council shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and the Grantee/Lessee have read these Restrictive Covenants and have hereto affixed their signatures.

**WITNESSES:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Owner Address

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Owner City      State      Zip

\_\_\_\_\_  
Witness City      State      Zip

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness City State Zip

The State of Florida  
County of Duval

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements that \_\_\_\_\_

(NAME)

appeared as \_\_\_\_\_ for \_\_\_\_\_  
(Officer) (Name of Corporation/Partnership)

known to me or 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 \_\_\_\_\_, Florida on \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for

The State of Florida

My commission expires: \_\_\_\_\_

[SEAL]

IN WITNESS WHEREOF, the Owner and the Grantee/Lessee have read these Restrictive Covenants and have hereto affixed their signatures.

**WITNESSES:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
**GRANT RECIPIENT**

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Owner's Address

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Witness City State Zip

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Typed/Printed

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness City State Zip

The State of Florida  
County of Duval

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements that \_\_\_\_\_

(NAME)

appeared as \_\_\_\_\_ for \_\_\_\_\_  
(Officer) (Name of Corporation/Partnership)

known to me or 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 \_\_\_\_\_, Florida on \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for

The State of Florida

My commission expires: \_\_\_\_\_

[SEAL]