

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
FOR ON-SITE STORMWATER MANAGEMENT FACILITY**

THIS DECLARATION, made on the date hereinafter set forth by *KENNETH KLOS*, whose post office address is *383 CASTLETON CIRCLE, TALLAHASSEE, FL 32312* (hereinafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain property located at _____ *SWEET MAGNOLIA LANE, LOT 6*, 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 (hereinafter the "County") for the permitting of certain development upon the Property (hereinafter the "Permit"); and

WHEREAS, the Declarant acknowledges and agrees that, given the nature and location of the Property, certain development regulations are applicable to any development proposed for the Property including, but not limited to, those regulating the on-site management and control of stormwater; and

WHEREAS, it is the intent of the Declarant that, as a condition of the County's approval of the Permit, a specific area of the Property be reserved, utilized, and maintained in perpetuity as a facility for the on-site management and control of stormwater, and that the County and its employees and agents be allowed, in perpetuity, to enter the Property when necessary to make inspections of the stormwater management facility to assure the Owner has maintained and operated such facility in accordance with any applicable local, state, and federal laws, ordinances, regulations, and policies.

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

Section 1. "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.

Section 2. "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.

Section 3. "Declarant" shall mean and refer to any or either of the Declarants.

Section 4. "Stormwater Management Facility" or "SWMF" shall mean and refer to that area of the Property described in the legal description attached hereto and incorporated herein by this reference as Exhibit "B", which shall be reserved, utilized, and maintained in perpetuity for the on-site management and control of stormwater.

ARTICLE II
Reservation and Use of Stormwater Management Facility

Declarant hereby covenants and agrees to reserve in perpetuity the area of the Property delineated and described in the legal description attached hereto and incorporated herein by this reference as Exhibit "B" for use as a stormwater management facility in accordance with any and all applicable local, state, and federal laws, ordinances, regulations, and policies (hereinafter the "Stormwater Management Facility" or "SWMF").

ARTICLE III
**Covenant to Properly Operate and Maintain
Stormwater Management Facility**

Declarant hereby covenants and agrees to the perpetual operation and maintenance of the SWMF, at the Declarant's expense, in accordance with any and all applicable local, state, and federal laws, ordinances, regulations, and policies.

ARTICLE IV
**Permission for County Inspection of
Stormwater Management Facility**

Declarant hereby covenants and agrees to permit the County and its employees and agents to enter on, over, and upon the Property when necessary to make inspections of the SWMF pursuant to its duty to assure the Owner has maintained and operated such facility in

accordance with any applicable local, state, and federal laws, ordinances, regulations, and policies. The County's entry on, over, and upon the Property under the right granted by this Article shall not constitute trespass, and the County's duly authorized employees and agents so entering shall not be liable to arrest or to a civil action by reason of such entry; provided, however, that this Article shall not give authority to such employees and agents to destroy, injure, damage, or move any physical improvements on the Property without the written permission of the Owner.

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.

[KENNETH KLOS]

Kenneth Klos

Date: 12-1-05

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1 day of Dec 2005,
by Kenneth Klos who is personally known to me or who has produced

_____ as identification, and who did take an oath.

Kristin C. Williams

(Kristin C. Williams)
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 _____ 200__,
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

Exhibit B TYPICAL SITE PLAN

