

PREPARED BY AND RETURN TO:

Jeb T. Branham, Esq.
333 1st Street North, Suite 305
Jacksonville Beach, Florida 32250

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is made this ____ day of _____, 2009, by Thomas Frank Nuijens, a single man, whose address is 218 Bay Street, Neptune Beach, Florida 32266, (hereinafter GRANTOR), and the City of Neptune Beach, a Florida municipal corporation, whose address is 116 First Street, Neptune Beach, Florida 32266, (hereinafter CITY).

RECITALS

A. GRANTOR is the fee simple owner of that certain real property located in Neptune Beach, Florida at 218 Bay Street and described as Lots A&B, BARNARD'S REPLAT, according to the plat thereof as recorded in Plat Book 15, page 90 of the current public records of Duval County, Florida and conveyed to GRANTOR by Warranty Deed recorded in said public records at Book 11952, Page 2434 (hereinafter the Property).

B. The Property is the subject of a dispute between GRANTOR and the CITY regarding whether the Property is one lot or two individual lots for development, code enforcement, and all other purposes.

C. It is the intent of the restrictions in this Declaration to declare and treat the Property as one lot for all purposes.

D. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions and changes, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the CITY to treat the Property as one lot for all purposes and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Property the following restrictions: The Property shall at times from the date of execution forward be one lot that may never be subdivided in any manner or sold, assigned, devised, or transferred in any manner as anything other than one undivided lot. After the execution of this Declaration, the property may only be divided if prior

to division all structures are completely removed from the Property and the divided parcels are large enough in area to accommodate single family homes under the then existing requirements of state and local law.

3. It is the intention of GRANTOR that the restrictions contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of GRANTOR, and to the CITY, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The CITY, its successors and assigns may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the CITY to exercise its right in the event of the failure of the GRANTOR, its successors and assigns to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the CITY's rights hereunder. This Declaration shall continue in perpetuity and may not be modified unless done so in a recorded writing executed by both GRANTOR, its successors and assigns and the CITY, its successors and assigns. The restrictions in this Declaration may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration.

4. To ensure the perpetual nature of these restrictions, GRANTOR, its successors and assigns shall reference this Declaration and these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration.

IN WITNESS WHEREOF, GRANTOR has hereunto set her hand and seal the day and year first above written.

Signed in the presence of:

Thomas Frank Nuijens

First Witness (printed name):

Second Witness (printed name):

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Thomas Frank Nuijens, who is personally known ____ or Produced _____ as identification.

NOTARY PUBLIC

Signed in the presence of:

THE CITY OF NEPTUNE BEACH

First Witness (printed name):

By:

Title:

Second Witness (printed name):

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, the _____, of the City of Neptune, Beach, a Florida municipal corporation, on behalf of the City who is personally known _____ or Produced _____ as identification.

NOTARY PUBLIC