

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

ROBERT MCHUGH  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-7240

## DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Seminole County, a political subdivision of the State of Florida ("COUNTY") in favor of the Federal Emergency Management Administration ("FEMA").

**WHEREAS**, FEMA makes federal funds available through the Federal Emergency Management Agency: Hazard Mitigation Grant Program ("HMGP") to be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program ("NFIP"); and



**WHEREAS**, the State of Florida has applied for and been awarded HMGP funding and has entered into a grant agreement (the "Grant Agreement") with FEMA which is incorporated in this Declaration by reference, making the State of Florida a HMGP grantee; and

**WHEREAS**, the COUNTY, acting by and through its Board of County Commissioners, has applied for and been awarded HMGP funds pursuant to an agreement with the State of Florida ("State-Local Agreement"), incorporated in this Declaration by reference, making COUNTY a HMGP subgrantee; and

**WHEREAS**, the HMGP provides a process for a local government, through the State of Florida, to acquire interests in property, including the purchase of structures in the floodplain, to demolish or remove said structures, and to maintain the use of the acquired property as open space in perpetuity; and

**WHEREAS**, 423 Whitcomb Drive, Geneva, Florida 32732, legally described in Exhibit "A" (the "Property") attached to and incorporated to this Declaration, was acquired by COUNTY with HMGP funds and conveyed to COUNTY via general warranty deed.

**NOW, THEREFORE**, COUNTY voluntarily covenants and agrees that this Declaration is made subject to the following terms and conditions and the Property will be subject to the following restrictions that, upon recording in the Public Records of Seminole County, are intended and are deemed to be covenants running with the Property and binding upon the COUNTY as owner of the Property, its successors in interest and assigns, as follows:

1. Terms. Pursuant C.F.R. Part 80, as amended, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions will apply in perpetuity to the Property described in Exhibit A:

(a) Compatible uses. The Property will be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include the following: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition.

(b) Structures. No new structures or improvements may be erected on the Property other than the following:

(i) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(ii) A public rest room; or

(iii) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Section 1(a), above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property must comply with proper floodplain management policies and practices. Structures built on the Property according to Section 1(b) must be floodproofed or elevated to at least the base flood level plus one (1) foot of freeboard, or greater, if required by FEMA, or if required by any state or local ordinance, and in accordance with criteria established by the FEMA Administrator.

(c) Disaster Assistance and Flood Insurance. No federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the Property occurring after the date the Property is deeded to COUNTY, except for pre-existing structures being relocated off the Property as a result of HMGP activities.

(d) Transfer. COUNTY, including its successors and assigns, may convey an interest in the Property only if the FEMA Regional Administrator, through the State of Florida, gives prior written approval of the transferee in accordance with this subsection.

(i) The request by COUNTY, through the State of Florida, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this Declaration and must submit documentation of its status as a qualified conservation organization, if applicable.

(ii) COUNTY may convey an interest in the Property only to a public entity or to a qualified conservation organization. However, COUNTY may convey an easement or lease

to a private individual or entity for purposes compatible with the uses described in Section 1(a) above with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this Declaration.

(iii) If title to the Property is transferred to an entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that must be recorded with the deed of conveyance and incorporate all terms and conditions set forth in this Declaration, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

(A) COUNTY shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed of conveyance, or

(B) At the time of title transfer, COUNTY shall retain such conservation easement and record it with the deed of conveyance.

(iv) Conveyance of any interest in the Property must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the Property interest to revert to the State of Florida or COUNTY in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives, and the State of Florida shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance, and the HMGP award.

3. Monitoring and Reporting. Every three years beginning on January 1, 2026, notwithstanding the date of execution of this Declaration, COUNTY, in coordination with any

successor in interest, shall submit through the State of Florida to the FEMA Regional Administrator a report certifying that COUNTY has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, as amended, the Property conveyance, and the HMGP award.

4. Enforcement. COUNTY, the State of Florida, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, as amended, the Property conveyance, and/or the HMGP award. The relative rights and responsibilities of FEMA, the State of Florida, COUNTY, and any of their respective successors and assigns, at the time of enforcement, include the following:

(a) Officials representing the State of Florida will notify COUNTY or any current holder of a Property interest, as applicable, in writing and advise them that they have sixty (60) days to correct a violation of the terms of the HMGP.

(i) If COUNTY or any current holder of a Property interest, as applicable, fails to demonstrate a good faith effort to come into compliance with the terms of the HMGP within the sixty (60) day period, the State of Florida shall enforce the terms of the HMGP by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(ii) FEMA, its representatives or assigns, may enforce the terms of the HMGP by taking any measures it deems appropriate, including but not limited to one (1) or more of the following:

(A) Withholding FEMA assistance from the State of Florida, COUNTY, or any holder of an interest in the Property.

(B) Requiring transfer of title.

(C) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State of Florida, COUNTY, or their respective successors or assigns.

(D) Requiring COUNTY or its successors or assigns bear the cost of bringing the Property back into compliance with the terms of the HMGP.

5. Amendment. This Declaration may be amended upon signatures of FEMA and COUNTY only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the Declaration.

6. Severability. Should any provision of this Declaration or the application thereof to any person, entity, or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this Declaration and their application shall not be affected and shall remain valid and enforceable.



*[Remainder of page intentionally left blank. Signatures on following page.]*

IN WITNESS WHEREOF, COUNTY has made and executed this Declaration for the purposes stated herein.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
202\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM/vs  
3/25/26

T:\Users\Legal Secretary CSB\Community Services\2026 Agreements\Restrictive Covenants Declaration (FEMA) (423 Whitcomb Drive-Angela Zwarycz).docx



Attachment:

Exhibit A – Legal Description

**Exhibit A**  
**Legal Description**

Lot 2, Lake Harney Manor, according to the plat thereof recorded in Plat Book 8, Page 26, of the Public Records of Seminole County

Parcel I.D. Number: 23-20-32-501-0000-0020

