



## DECLARATION of LAND RESTRICTION (NON-CONVERSION AGREEMENT)

This DECLARATION made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“Owner”) having an address at \_\_\_\_\_.

Whereas, Permit # \_\_\_\_\_ has been submitted to construct, improve, or repair the property at \_\_\_\_\_ [address] in the City of Sarasota, FL, in the County of Sarasota, designated in the Tax Records as Parcel ID \_\_\_\_\_ and

WHEREAS, the Owner agrees to record this DECLARATION and certifies and declares that the following covenants, conditions, and restrictions are placed on the affected property as a condition of granting the Permit, and the affects rights and obligations of the Owner and shall be binding on the Owner, his heirs, personal representatives, successors, future owners, and assigns.

WHEREAS, the permitted building as the lowest floor elevated to or above the design flood elevation \_\_\_\_\_ (base flood elevation plus 1 foot) and the design and construction of the building meets current building code and flood damage prevention ordinance requirements, and

WHEREAS, as a condition of a Certificate of Occupancy, the owner must agree to not alter the building at a later date so as to violate the building code or flood damage prevention ordinance requirements,

Now, therefore, the undersigned owner of said property hereby agrees to the following:

1. That the enclosed area below the lowest floor shall be used solely for parking of vehicles, limited storage, or access to the building and will never be used for human habitation without first becoming fully compliant with the flood damage prevention ordinance in effect at the time of conversion.
2. That all interior walls, ceilings, and floors below the Design Flood Elevation shall be unfinished or constructed of flood-resistant materials.
3. That mechanical, electrical, or plumbing devices that service the building shall not be installed below the Design Flood Elevation.
4. That the openings in the walls of the enclosed area below the lowest floor shall not be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the automatic entry and exit of floodwater.
5. That any variation in construction beyond what is permitted shall constitute a violation of this agreement and Section 104.3 of the City of Sarasota Floodplain Management Ordinance.
6. That the owner and subsequent owners understand that the City of Sarasota has the right to inspect the premises at any time to verify compliance with this agreement.
7. That this Agreement shall be recorded with the deed to the above property so that subsequent owners are made aware of these restrictions.
8. Other Conditions: \_\_\_\_\_

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

The forgoing instrument was acknowledged before me, the undersigned Notary Public, In witness where of the undersigned set their hand and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public