

**Prepared by and to be returned to:
Michael D. Chimento III, Esq.
CHIUMENTO LAW, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Caroline McNeil**

**DECLARATION OF
RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "**Declaration**") is made as of the _____ day of February, 2026 by **HARD ROCK MATERIALS, INC., a Florida corporation**, whose address is 4410 Industrial Park Road, Green Cove Springs, FL 32043 (hereinafter referred to as "**Declarant**") and the City of Palm Coast affecting the described in **Exhibit "A"** (the "Property"), binding the Declarant and all successors and assigns.

W I T N E S S E T H:

WHEREAS, Declarant, proposes to develop and operate a concrete batch plant on the Property, with rezoning from IND-1 (Light Industrial) to IND-2 (Industrial) under consideration.

WHEREAS, the City and neighboring community have raised concerns regarding traffic, roadway debris, water use, air quality, hours of operation and related impacts.

WHEREAS, Declarant desires to voluntarily impose the following restrictions and obligations on the Property to address such concerns and promote compatibility with surrounding uses; and

NOW THEREFORE, Declarant covenants and agrees, and for itself and Declarant's Affiliates, and their respective successors, legal representatives and assigns, does hereby covenant and declare as follows:

COVENANTS

1. TRAFFIC RESTRICTIONS

- a. Daily trips (all vehicles entering or leaving the Property related to plant operations) shall not exceed two hundred (200) trips per day.
- b. Peak hour operations shall be managed consistent with the most recent traffic study profile, which anticipates no more than twenty-seven (27) AM peak-hour trips and seven (7) PM

peak-hour trips. If future operating conditions would materially exceed these peak-hour levels, Owner shall commission an updated traffic analysis and seek an amendment to this Covenant prior to such change.

2. TRUCK OPERATIONS AND ROADWAY PROTECTION

- a. Concrete loads shall be limited to nine (9) cubic yards per truck.
- b. Gross vehicle weight for trucks produced by the plant shall not exceed sixty-eight thousand (68,000) pounds.
- c. Owner shall install and continuously maintain an effective tire-wash or tire-cleaning system (pan or plastic-grid type) at site egress points to minimize tracking of debris onto public roads.
- d. Owner shall promptly remove any concrete debris attributable to site operations from public rights-of-way

3. WATER USAGE AND ENVIRONMENTAL PROTECTION

- a. Total water consumption associated with plant operations shall not exceed twenty-five thousand (25,000) avg. gpd during any seven (7) day period.
- b. Owner shall obtain and comply with all Florida Department of Environmental Protection (DEP) permits and any other permits governing water use, treatment, and discharge.
- c. No hazardous chemicals shall be used in concrete production; diesel fuel storage shall be permitted and maintained in compliance with all applicable fire marshal and DEP standards.

4. AIR QUALITY AND DUST CONTROL

- a. Owner shall operate and maintain an advanced dust-collection system meeting or exceeding DEP standards.
- b. Owner shall comply with applicable air-quality permit conditions, including annual inspections and monthly operating reports, and shall provide copies of such reports to the City upon reasonable written request.

5. FUEL STORAGE AND HAZARDOUS MATERIALS

- a. On-site diesel fuel storage shall be limited to an aggregate capacity not to exceed ten thousand (10,000) gallons and shall be double-walled and maintained in accordance with all applicable codes and permits.
- b. Except for diesel fuel as permitted above, no hazardous chemicals shall be stored or used in concrete production.

6. COMPLIANCE, ENFORCEMENT, AND REMEDIES

- a. This Covenant shall run with the land and bind the Property and all successors and assigns. Any amendment shall be executed by the City and the Owner.
- b. The City of Palm Coast shall have standing to enforce this Covenant through injunctive relief or specific performance.
- c. Owner's failure to comply after written notice and a reasonable cure period (not less than twenty (20) business days, or longer where compliance reasonably requires more time) shall entitle the enforcing party to seek equitable relief and, where authorized by law, recovery of reasonable attorneys' fees and costs.

7. SEVERABILITY; NO WAIVER; AMENDMENT

- a. If any provision is determined invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- b. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.
- c. This Covenant may be amended or released only by a written instrument executed by the City and the Owner and recorded in the public records of the County where the Property is located.

8. CONVEYANCE

Any conveyance of any part or all of the Declarant's Property affected by the covenants and restrictions referenced above, shall include a reference to said covenants and restrictions; provided, however, that the binding nature of said covenants and restrictions shall not be affected by a failure to include such reference.

9. VIOLATION

In the case of any violation or attempted violation by Declarant and their respective heirs, successors, legal representatives, successors-in-title or assigns of any of the covenants or restrictions contained within this Declaration, the City of Palm Coast may enforce these covenants and restrictions by injunction or other appropriate proceedings and the prevailing party shall be entitled to recover its damages, costs and reasonable attorneys' fees.

10. ENFORCEABILITY

It is the intention of Declarant that should there be any provision or provisions of this Declaration which shall prove to be invalid, void, illegal or unenforceable by reason of present or future laws or rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions of this Declaration shall in no way affect, impair or invalidate any of the remaining provisions of this Declaration, and all such remaining provisions shall remain in full force and effect. Furthermore, it is the intention of the Declarant that if any

provision or provisions are declared to be invalid, void, illegal or unenforceable by reason of present or future laws, rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions shall be revised by such governmental body or entity or court to render same fully valid and, to the extent possible, conform to the terms of this Declaration. Such revised provision or provisions shall then be fully binding upon the Declarant as if they were contained in this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Restrictive Covenant as of the date first written above.

(SIGNATURES COMMENCE ON FOLLOWING PAGE)

DECLARANT:

HARD ROCK MATERIALS, INC,
a Florida corporation

Witness
Print Name: _____

By: _____
Name: George R. Petty
Title: President

Witness
Print Name: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of February, 2026 by George R. Petty, as President of Hard Rock Materials, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Printed Name

EXHIBIT "A"

DECLARANT'S PROPERTY

Lot 1, Waterside Super Center, according to the map or plat thereof as recorded in Map Book 38, Page 90, Public Records of Flagler County, Florida.