

DECLARATION OF RESTRICTIVE COVENANT REGARDING SCHOOL IMPACT FEE (PLEASE READ CAREFULLY AND TYPE INFORMATION IN THE BLANK SPACES)

This Declaration of Restrictive Covenant (hereinafter referred to as
"Declaration"), is executed this day of, 20, by
, its corporate successors
and assigns (hereinafter referred to as "Owner"), and by Palm Beach County, a political
subdivision of the State of Florida (hereinafter referred to as "County").
RECITALS
WHEREAS, County is empowered and authorized to calculate and assess
the Fair Share Contribution for
Impact Fees pursuant to Article 13 of the Unified Land Development Code (ULDC) and
the laws of the State of Florida; and,
WHEREAS, Owner is the owner in fee simple of the real property
described in EXHIBIT "A" attached hereto and made a part hereof, and intends to
develop all or portions thereof, once committed to land use hereunder, as part of a
planned community known as
and
WHEREAS, Owner intends to establish a community which falls under the
exemption to the Fair Housing Amendments Act of 1988 (hereinafter referred to as the

"Fair Housing Act"), thereby allowing for the prohibition of residents of the community



nineteen years of age or younger, except for a period of time not to exceed a total of sixty days per calendar year; and

WHEREAS, Article 13.A.6.F.3 of the ULDC empowers the Impact Fee Manager to require a covenant running with the land to be executed and recorded on the Owner's land to ensure compliance.

NOW THEREFORE, in consideration of the County's grant of adjustment of the applicable impact fee amount and the promises made by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto do covenant and agree as follows:

- Recitals—The recitals contained above are true and correct and incorporated herein by reference.

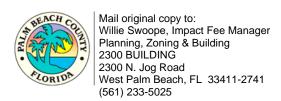
continues to fall under the exemption to the Fair Housing Act and continues to exclude from its community any child nineteen years of age or younger except for a period not to exceed a total of sixty days per calendar year. [EXHIBIT "B" depicts site map with exempt parcels shaded. *Use this sentence in the event this exemption applies to a portion of the Project rather than the entire Project*].

3. Purpose of this Declaration—The general purpose of this Declaration is to ensure that _____



will continue to prohibit children nineteen years of age or younger from residing in the community except for a period not to exceed a total of sixty days per calendar year and the community continues to fall under the exemption of the Fair Housing Act.

- 4. Restrictions—The Owner hereby covenants and agrees and acknowledges that in the event _______ shall allow children nineteen years of age or younger to reside in ______ for a period in excess of a total of sixty days per calendar year, the impact fee exemption granted herein shall be removed, and the exempted fees shall immediately become due and owing based upon the appropriate impact fee rate in effect at the time of revocation.
- 5. Effectiveness of Declaration—Within fourteen (14) days after the parties have approved and executed this Declaration, the Owner shall record this Declaration with the Clerk of the Circuit Court, Palm Beach County, Florida. The terms of this Declaration shall be effective on the date of recording.
- 6. Enforcement—It is expressly understood and agreed that the terms of this Declaration shall be binding upon and shall inure to all successors in interest to the parties to the Declaration, and shall run with the land. The parties to this Declaration may institute any proceedings at law or equity against any person violating or threatening to violate the same or against any person allowing a violation to take place. Failure by the Owner, or the County, or other such party to continue to object to the violation or to enforce any term of this Declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to another occurring



prior to or subsequent thereto. All expenses incurred in enforcing the provisions of this Declaration, including costs of suits and reasonable attorney's fees, shall be payable to the prevailing party.

8. Entire Agreement—This instrument represents the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this instrument may be added to, modified, superseded or otherwise altered except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the Owner has executed this Declaration the day and year first above written.

WITNESSES

<u>OWNER</u>



Typed or Printed Name	Typed or Printed Name
	Telephone #
Typed or Printed Name	Petition #
	PR #
STATE OF	
COUNTY OF	_
I HEREBY CERTIFY	Y that on this day, before me, an officer duly
authorized in the State and the Co	unty aforesaid to take acknowledgments, personally
appeared	, to me known to be the person
described in and who executed the	e foregoing instrument and he acknowledged before
me that he executed the same unde	er the authority duly vested in him.
WITNESS my hand a	nd official seal in the State and County last aforesaid
this day of	, 20
	NOTARY PUBLIC
	My Commission Expires:



	Th	ne te	rms an	d condi	tions	of tl	he for	egoing	Dec	larati	on o	f Resti	rictive
Covenan	t Rega	ırding	School	I Impact	Fees,	to t	he ext	ent the	sam	e are	bind	ling on	Palm
Beach C	county,	are	hereby	accepte	ed by	the	under	signed	on	beha	lf of	Palm E	Beach
County	as	its	duly	autho	rized	re	preser	ntative	thi	is		day	of
				, 20									
<u>WITNESSES</u>							PALM	1 BEAC	CH CC	<u>TNUC</u>	<u>'Y, Fl</u>	<u>-ORID</u>	<u>4</u>
							Impac	M. Sw ct Fee I	Mana		3-502	25	
Typed or			me										
Typed or	Printe	d Na	me										
STATE C	OF												
COUNTY													
	I	HER	EBY C	ERTIFY	that	on	this o	day, b	efore	me,	an	officer	duly
authorize	ed in th	e Sta	ate and	the Cou	nty afo	ores	aid to	take a	cknov	vledg	ment	s, perso	onally
appeared	d							, to	me k	nown	to be	e the p	erson
describe	d in an	d wh	o execu	ited the	forego	ing	instrur	ment a	nd he	ack	nowle	edged b	efore
me that h	ne exec	cuted	the san	ne under	the au	utho	rity du	ly vest	ed in	him.			



Leonard Berger

Assistant County Attorney

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of _____, 20___.

NOTARY PUBLIC
My Commission Expires:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Mail original copy to:
Willie Swoope, Impact Fee Manager
Planning, Zoning & Building
2300 BUILDING
2300 N. Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5025

LEGAL DESCRIPTION EXHIBIT "A"



LEGAL DESCRIPTION EXHIBIT "B" SITE MAPS PLEASE SHADE PARCELS TO BE EXEMPTED [when less than the entire Project is age restricted]