

RESTRICTIVE COVENANT

This Restrictive Covenant, made and executed this _____ day of _____, 20_____,
by _____ ("Owner").

WITNESSETH:

Whereas, the Owner is the owner of that water management tract with designated planted littoral shelves, as legally described in Exhibit "A" attached hereto and made a part hereof; and

Whereas, the _____ (Palm Beach County Development Review Officer approved Final Site Plan, Final Master Plan or final Subdivision Plan that accurately depicts the Water Management Tract(s) configuration) under Application No. _____ is set forth in Exhibit "B" attached hereto and made a part hereof; and

Whereas, the planting plans for the littoral areas as approved by the County Department of Environmental Resources Management ("ERM") is set forth in Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, in accordance with the Palm Beach County Unified Land Development Code ("ULDC"), Article 4, Chapter B, Section 10, Excavation Uses, Owner, its successors, heirs and assigns, must provide for and perpetually maintain the planted littoral shelves as more specifically provided for in Exhibits A and C, attached hereto. Furthermore, it is a punishable violation of Palm Beach County laws, ordinances, codes, regulations and approvals to alter the approved slopes, contours or cross sections or to chemically, mechanically or manually remove, damage or destroy any plants in the reclaimed areas and planted littoral zones set forth in Exhibits A and C attached hereto, except, upon the express, written approval from the Director of ERM or the Director of the Palm Beach County Zoning Division, as applicable. It is the responsibility of the Owner, its successors, heirs and assigns, to maintain the required survivorship and coverage of the reclaimed upland and planted littoral areas as set forth in Exhibits A and C attached hereto and to ensure ongoing removal of prohibited and invasive non-native plant species from these areas. The littoral areas shall be constructed and perpetually maintained in compliance with the planting plan requirements of the ULDC, Article 4, Chapter B, Section 10, Excavation Uses, and planting plans as approved by ERM and set forth in Exhibits A and C. These restrictions shall be deemed covenants running with the land. This restrictive covenant may be amended upon written request by an applicant and approval by ERM. Permission to terminate this restrictive covenant may be authorized if the (Final Site Plan, Final Master Plan, or Final Subdivision Plan) in Exhibit B is no longer in effect unless a water management tract has already been excavated. A written request to terminate this restrictive covenant must be submitted to ERM for approval in writing. A copy of the termination of restrictive covenant shall be provided to and approved by ERM in writing.

In witness, Owner hereunder executes this Restrictive Covenant the day and year first written above.

SIGNED: _____
(Name)

ATTEST: _____

COMPANY: _____

TITLE: _____
(Attest as to signature of Corporate Officer or Principal)

BY: _____
(Corporate Officer or Principal)

TITLE: _____

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____

as (title of officer/member/partner) for (name of corporation/company/partnership), on behalf of the [choose one] corporation/company/partnership, who is personally known to me or has produced _____ (type of identification) as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)