

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.

ATTEST: _____
(Signature of other Corporate Officer)

(Print title and name)

SIGNED: _____
COMPANY: _____
(Name)
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)

CONSENT AND SUBORDINATION OF LENDER

The undersigned ("Lender"), being the present holder of that certain (Mortgage deed) dated and recorded on _____ in the records of Palm Beach County, Florida in O.R. Book _____ and Page _____ (the "Mortgage") affecting the real property described in Exhibit "A" hereby consents to and subordinates the Mortgage to the Declaration of Restrictive Covenant ("Restrictive Covenant") to which this consent is attached.

Lender is executing this document solely to provide its consent and subordination to the Restrictive Covenant as lender only and not as an agent, joint venturer or partner of any of the parties thereto. The consent granted herein is expressly limited to the Restrictive Covenant and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the mortgage or any other documents pertaining to the loan held by the Lender.

Dated: _____

Lender

By: _____

Name: _____

Title: _____

State of _____

County of _____

BEFORE ME personally appeared _____ who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as _____, of _____ and severally acknowledged to and me that he/she executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal (if applicable) of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal with _____ day of _____, 20__.

My commission expires:

(Printed name) – Notary Public