



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

**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



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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:

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

2. Impact Fee Adjustment—County agrees to grant an exemption from the school impact fees provided _____

_____ 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 _____



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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



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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.

7. Right to Modify—The Owner and County hereby expressly reserve the right to annul, waive, amend, rescind or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein as to all or any part of _____ by written agreement by Owner (or their heirs, successors and assigns) and County. All instruments executed for the purposes of annulling, waiving, amending, rescinding, or modifying any of the covenants, agreements, provisions and restrictions of this instrument shall be recorded in the Public Records of Palm Beach County, Florida. No such changes or amendments of any kind shall be made except as herein provided. No party shall have the right to unilaterally make any such change or agreement.

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.



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WITNESSES

OWNER

Typed or Printed Name

Typed or Printed Name

Telephone #

Typed or Printed Name

Petition #

PR #

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who _____ is personally known to me or _____ who has produced _____ as identification, and who did/did not take an oath.

Notary Public, State of Florida

Print, Type or Stamp
Commissioned Name of Notary



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The terms and conditions of the foregoing Declaration of Restrictive Covenant Regarding School Impact Fees, to the extent the same are binding on Palm Beach County, are hereby accepted by the undersigned on behalf of Palm Beach County as its duly authorized representative this ____ day of _____, 20____.

WITNESSES

PALM BEACH COUNTY, FLORIDA

Derrek A. Moore
Impact Fee Manager
Telephone #: (561) 233-5025

Typed or Printed Name

Typed or Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who _____ is personally known to me or _____ who has produced _____ as identification, and who did/did not take an oath.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Notary Public, State of Florida

Ryan P. Maher
Assistant County Attorney

Print, Type or Stamp
Commissioned Name of Notary



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**LEGAL DESCRIPTION
EXHIBIT "A"**



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