

SCHOOL CONCURRENCY EXEMPTION DECLARATION OF RECTRICTIVE COVENANT

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 " _____ " a municipality located in Palm Beach County, Florida (hereinafter " _____ ") OR Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County").

RECITALS

WHEREAS, _____, in conjunction with the School District of Palm Beach County, is empowered and authorized to review development order applications for compliance with school concurrency regulations required by its Concurrency Ordinance (hereinafter "Ordinance") and by the School Concurrency Interlocal Agreement; 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, as part of a planned community known as _____ (hereinafter "Project"); 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, _____ is authorized by the Ordinance and the School Concurrency Interlocal Agreement 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 _____'s grant of a school concurrency exemption 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. School Concurrency Exemption - _____ agrees to grant a school concurrency exemption provided the Project 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 the Project 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 children nineteen years of age or younger are allowed to

reside in the Project for a period in excess of a total of sixty days per calendar year, the school concurrency exemption granted herein shall be rescinded, and the Project shall immediately be required to submit a school concurrency application to _____ to be reviewed pursuant to the Ordinance and the School Concurrency Interlocal Agreement. The Owner expressly acknowledges and agrees that it may be required to provide mitigation as a result of said review in order to remain in compliance with the Ordinance.

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 heirs, successors in interest, and assigns 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 _____, 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.

7. Right to Modify—The Owner and _____ 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 the Project by written agreement by Owner and _____. 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.

WITNESSES

OWNER

Typed or Printed Name

Typed or Printed Name

Telephone #

Typed or Printed Name

Petition #

PR # _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same under the authority duly vested in him.

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

NOTARY PUBLIC

My Commission Expires:

[signature block for local government]