This instrument prepared by and return to:
Stacey R. Weinger, Esq.
Office of the City Attorney, City of Boynton Beach
100 East Ocean Avenue, Boynton Beach, Florida 33435

Folio No.: 08-43-45-32-02-018-0020 (7.685 Acres, more or less)

DECLARATION OF RESTRICTIVE COVENANTS
FPL / GOLF VIEW HARBOUR PARCEL

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") made this _____ day of _____, 2026 by the CITY OF BOYNTON BEACH, a Florida municipal corporation (hereinafter referred to as "CITY") for itself and its successors and assigns.

W I T N E S S E T H

WHEREAS, CITY is the fee simple title owner of that certain real property containing 7.685 acres, more or less, located in Palm Beach County, Florida, generally located south of S.W. 23rd Avenue, east of the Lake Worth Drainage District E-4 Canal, and west of the Seaboard Coast Line (S.C.L.) Railroad, commonly known as the FPL / Golf View Harbour parcel, and legally described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the CITY acquired fee simple title to the Property by that certain Special Warranty Deed and Easement Reservation from Florida Power & Light Company ("FPL") to the CITY, recorded in Official Records Book 9619, Page 1068, Public Records of Palm Beach County, Florida (the "FPL Deed"), by which FPL reserved unto itself a one hundred twenty-five (125) foot wide utility easement over an approximately 4.019 acre portion of the Property (the "FPL Easement") and limited the CITY's use of the FPL Easement area to a nature preserve, walking or biking trail, parking, or similar use; and

WHEREAS, the City Commission of the City of Boynton Beach has directed that the entire Property, comprising both the portion encumbered by the FPL Easement and the remainder of the Property, be restricted to the same uses permitted under the FPL Deed, namely a nature preserve, walking or biking trail, parking, or similar low-intensity, passive use, and to restrict its use accordingly, subject to the limitations set forth in this Declaration; and

NOW, THEREFORE, CITY hereby declares that the Property shall only be developed, held, maintained, transferred, sold, conveyed, and owned subject to the following requirements and restrictive covenants:

1. **RECITALS.**

   The recitals set forth above are true and correct and are incorporated into this Declaration.

2. **EXHIBITS.**

   Any exhibits referenced herein are incorporated into and made a specific part hereof, whether or not physically attached hereto.

3. **PERMITTED USES AND RESTRICTIONS.**

   The Property, in its entirety, shall be used only as a nature preserve, a walking or biking trail, parking accessory to those uses, or a similar low-intensity, passive use consistent with the use restriction contained in the FPL Deed, and for no other purpose. These are the same uses permitted under the FPL

Deed, now applied to the entire Property. The term "similar use" shall be construed narrowly to mean passive, open-space uses of the same general character as a nature preserve, trail, or parking, and shall not be construed to permit any building or other vertical development.

The CITY shall preserve the Property's trees, native vegetation, and wildlife habitat in their natural condition. The CITY may remove dead or invasive vegetation, carry out wildfire mitigation, and perform the minimum work reasonably necessary to build and maintain the permitted trail and parking.

No building or other permanent structure shall be placed on the Property, except: (a) perimeter and security fencing and gating reasonably necessary to protect and secure the Property, provided that no fencing shall be placed within the FPL Easement except as FPL allows; (b) improvements customary and reasonably necessary for the permitted uses, such as trails, signage, and accessory parking; and (c) the construction, extension, reconstruction, maintenance, replacement, and related access for a highway sound barrier or noise attenuation wall along the eastern boundary of the Property, whether within the existing Florida Department of Transportation easements or pursuant to any future easement, permit, or agreement with the Florida Department of Transportation. Any parking shall remain accessory to the preserve and trail uses, shall not become a principal or stand-alone use, and shall be limited to the size reasonably necessary to serve the permitted preserve and trail uses.

4. EXISTING EASEMENTS AND ENCUMBRANCES.

This Declaration is made subject to all easements, reservations, restrictions, and other matters of record affecting the Property, including, without limitation, the FPL Easement reserved in the FPL Deed and the other recorded easements in favor of FPL, the Lake Worth Drainage District, and the Florida Department of Transportation. Nothing in this Declaration shall be construed to limit, impair, or modify the rights of any holder of an easement or other interest of record, or to relieve the CITY of any obligation owed to any such holder. The permitted uses and restrictions set forth in Section 3 govern the CITY's use of the Property and neither enlarge nor diminish the rights reserved to FPL under the FPL Deed.

5. MODIFICATION AND TERMINATION.

No revisions, amendments, modifications, or termination of this Declaration shall be permitted unless specifically approved by the unanimous vote of the City Commission of the City of Boynton Beach.

6. COVENANT RUNNING WITH THE LAND.

This Declaration of Restrictive Covenant shall constitute a covenant running with the Property for the benefit of the CITY, and shall be binding upon the CITY and any subsequent owner of the Property, together with their respective successors and assigns.

7. ENFORCEMENT.

The CITY may enforce the provisions of this Declaration of Restrictive Covenant by action at law or in equity against any owner, or their successors and assigns. This includes Code Enforcement actions against any successor for violation of this Declaration. The trial venue for any litigation concerning this Declaration shall be in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, where jurisdiction is proper, the County Court in and for Palm Beach County, Florida. If any action at law or in equity is necessary to enforce or interpret the terms of this Declaration of Restrictive Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

8. **WAIVER.**

Failure of the CITY to enforce this Declaration of Restrictive Covenant shall not be deemed a waiver of the right to do so thereafter.

9. **INVALIDATION.**

This Declaration of Restrictive Covenant shall be recorded in the public records of Palm Beach County, Florida, and shall become binding upon recordation. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

10. **EFFECTIVE DATE.**

This Declaration shall become effective and enforceable upon recordation in the Public Records of Palm Beach County, Florida.

11. **TIME IS OF THE ESSENCE.**

Time is of the essence regarding every obligation or restriction of this Declaration.

12. **RELEASES AND AMENDMENTS.**

Any release or amendment not approved with the required formalities as specified herein shall be null and void.

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IN WITNESS WHEREOF, the CITY has caused this Declaration to be executed by its duly authorized officers this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, a Florida municipal corporation
100 East Ocean Avenue, Boynton Beach, Florida 33435

By: _____
Rebecca Shelton, Mayor

ATTEST:

_____
Tammy Stanzione, City Clerk

Approved as to Form and Legal Sufficiency:

_____
Office of the City Attorney

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Rebecca Shelton, as Mayor of the City of Boynton Beach, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Commission No.: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
(Palm Beach County, Florida)

A tract of land located in Section 32, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, said tract being a portion of Parcel “A” as shown on the Plat of “Golf View Harbor, 1st Section”, recorded in Plat Book 26, Page 178, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Parcel “A”, said point located at the point formed by the intersection of the South right-of-way line of S.W. 23rd Avenue (80 feet wide as now laid out and in use) and the East right-of-way line of the Lake Worth Drainage District E-4 Canal (155 feet wide); thence from said point run South 08°22'52" West, along said East right-of-way line of the Lake Worth Drainage District E-4 Canal, a distance of 438.10 feet to the Point of Beginning; thence continue South 08°22'52" West, along said East right-of-way line, a distance of 1253.35 feet; thence South 00°33'18" East, along said East right-of-way line, a distance of 480.81 feet to a point on the West right-of-way line of the S.C.L. Railroad (formerly Seaboard Airline Railroad); thence North 18°05'29" East, along said West right-of-way line, a distance of 1466.70 feet; thence North 01°27'34" West, a distance of 150.22 feet; thence North 57°11'26" West, a distance of 325.54 feet to the Point of Beginning.

Containing 7.685 acres, more or less.

Bearings are based on the Plat of “Golf View Harbor, 1st Section”, the South right-of-way line of S.W. 23rd Avenue bearing South 87°38'24" West.

Property Control Number: 08-43-45-32-02-018-0020

Approximate Area: 7.685 Acres, more or less