

Model Home Permitting and Restrictive Covenant

(LDPM Volume 1, Section 4.8)

The Civil Plans for site development must be approved in accordance with the Land Development Procedures Manual.

Date: _____ CDN: _____

Circle one:

1. A maximum of three (3) "Model Home" will be permitted per subdivision without recordation of the "Restrictive Covenant".
2. Up to 10% of the proposed homes in accordance with the approved civil plans, will be permitted per subdivision with the execution of this document along with the recordation of the "Restrictive Covenant". Indicate the number of "Model Homes" to be permitted _____ if the developer and the builder, by signing below, agrees to the following conditions:
 - A) The lot on which a model home is constructed will not be sold to an individual prospective homeowner.
 - B) The model home will not be inhabited as a dwelling, but only available for display and marketing purposes.
 - C) This agreement, A & B above, becomes null and void when the plat is recorded.
 - D) The Developer and Builder must follow all required building permitting procedures. Water and sewer services cannot be approved for potable use until accepted by JEA.

In the event that the developer and/or builder does not honor the above agreement, future model home permit applications will not be approved.

Name of Subdivision

Real Estate Number

Developer

Builder (Name of Company)

Name and Title

Name and Title

City of Jacksonville USE ONLY

	Date	Initials
DSD: Approve <input type="checkbox"/> Disapprove <input type="checkbox"/>		

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (this "**Restrictive Covenant**") is made this ____ day of _____, 20__, by _____, a _____, _____ ("**Owner**").

RECITALS

WHEREAS, Owner is the owner of the real property legally described on **Exhibit "A"** and attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Owner desires to obtain building permits for certain model homes on the Property prior to the recording of a plat for the Property ("**Model Homes**"); and

WHEREAS, as a condition precedent to the issuance of such building permits for the Model Homes, the City of Jacksonville, Duval County, Florida (the "**City**"), has required that Owner record this Restrictive Covenant against the Property; and

NOW THEREFORE, Owner for good and valuable consideration agrees in favor of the City as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Restriction. Owner covenants and agrees with the City that Owner will not convey title to any lot or portion of the Property containing a Model Home (a "**Homesite**") to any third party prior to recording of a plat including such Homesite in the Public Records of Duval County, Florida. The foregoing restriction shall not prohibit the conveyance of title to the Property in Bulk to a successor developer or builder.
3. Amendment; Successors and Assigns; Termination. Any amendment or modification to this Restrictive Covenant shall be executed by both Owner and the City. This Restrictive Covenant shall run with title to the Property and shall be binding on Owner and its successors and assigns. Notwithstanding the foregoing or anything in this Restrictive Covenant to the contrary, this Restrictive Covenant shall automatically terminate, without further action by Owner or the City, as to all portions of the Property that are platted immediately upon the recording of a plat therefore in the Public Records of Duval County, Florida (upon and after such recording of such a plat, Owner may unilaterally record a termination of this Restrictive Covenant as to all platted portions of the Property if deemed necessary by any title company to clear title to such platted portions of the Property of this Restrictive Covenant).
4. Enforcement. This Restrictive Covenant shall be enforceable by the City.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, Owner has executed this Restrictive Covenant on the date first set forth above.

WITNESSES:

“Owner”

_____, a _____,

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____, _____, on behalf of the company. Personally known to me__ or Produced Identification__ ID Type_____.

(NOTARY SEAL)

NOTARY SIGNATURE

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number:_____
My Commission Expires:_____

EXHIBIT "A"

Attach Legal Description of the Property: