

PREPARED BY AND RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### DECLARATION OF UNITY OF CONTROL FOR PARKING

THIS DECLARATION of Unity of Control ("Declaration") is made this \_\_\_\_ day January, 2025 by \_\_\_\_\_ and \_\_\_\_\_ (the "Declarants").

#### RECITALS:

A. The Declarants are the owners of separate properties in Palm Beach County, Florida, more particularly described by the legal description as contained on Exhibit A, attached hereto (collectively the "Property"), which Property is intended to be developed for non-residential uses in accordance with the following zoning approval: Application No. SPM-2024-02 and Resolution No. \_\_\_\_ with a site plan approved by The City of Westlake ("Westlake"), Palm Beach County, Florida, a copy of which is attached hereto as Exhibit B.

B. The Declarants have agreed with Westlake that, for the proper development of the Property, the Declarant shall provide for mutual and reciprocal right-of-way for the purpose of ingress and egress, and parking within the Property, the enjoyment of which cross easements shall be shared by the respective parties owning any portion of the Property and their respective heirs, successors, assigns and successors in title to all or part of the Property and to the tenants, lessees, agents, employees, guests and invitees of any owner of the Property or any portion thereof and guests and invitees of tenants and lessees legally occupying the Property.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in consideration of \$ 10.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarants hereby subject the Property to the following restrictions:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.
2. Unified Control. All parking areas on the Property are and will be part of a single unified planned development, regardless of ownership. In furtherance of the foregoing, the Property may be developed in accordance with the Site Plan attached to this Declaration as Exhibit B and may meet the land development requirements as to parking as if they are one lot.

3. Easements. The Declarants hereby dedicate, grant and establish for the benefit of the Property, and the owners of any portion thereof (as well as their employees, agents, guests, invitees, mortgages, tenants, lessees, subtenants, licensees, heirs, successors and assigns) the following easements:
  - a. A non-exclusive easement for the right-of-way of pedestrians and vehicular ingress and egress over on and across the areas within the Property constituting driveways and roadways, as shown on the Site Plan.
  - b. A non-exclusive easement for the parking of vehicles over, on and across areas within the Property constituting parking areas.
  - e. The owners of the Property shall provide for the perpetual operation and maintenance of all parking facilities, which are not provided, operated or maintained at public expense.
4. Covenants Run with the Land. All of the covenants, easements and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Property, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Property.
5. Modification and Termination. This Declaration may not be terminated or modified in any way except by means of an instrument executed by the owners of the Property after the prior approval of the Westlake City Council.
6. Owners' Restrictions. No owner of any portion of the Property shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Property which constitute parking areas, driveways and roadways on the Site Plan shall not be blocked, obstructed or impeded.
7. Miscellaneous.
  - a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the Remainder of

the Declaration and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid enforceable to the fullest extent permitted by law.

- b. This covenant shall be recorded in the Public Records of Palm Beach County Florida.
- c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.
- d. This Declaration and the rights created hereby, including, but not limited to, the cross easements shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration. Nothing contained in this Declaration shall preclude the Declarants or their successors in interest to the Property from imposing further covenants not inconsistent with the terms and conditions of this Declaration.
- e. Venue for any legal proceeding regarding this Declaration shall be in Palm Beach County, Florida.

*[Signature page follows]*

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

Signed, sealed, executed and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2025.

Witnesseth:

Owner:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

## EXHIBIT A

### Legal Description

A PORTION OF TRACT A, GROVE MARKET PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE N01°42'54"E ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 123.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE N01°42'54"E, A DISTANCE OF 133.77 FEET; THENCE DEPARTING SAID LINE S89°06'30"E, A DISTANCE OF 24.25; THENCE N01°35'28"E, A DISTANCE OF 20.01 FEET; THENCE S88°27'31"E, A DISTANCE OF 141.19 FEET; THENCE S70°43'38"E, A DISTANCE OF 28.63 FEET; THENCE S13°26'39"E, A DISTANCE OF 66.08 FEET; THENCE S45°29'46"W, A DISTANCE OF 150.98 FEET; THENCE N38°54'32"W, A DISTANCE OF 26.78 FEET; THENCE N84°02'02"W, A DISTANCE OF 88.31 FEET TO THE POINT OF BEGINNING.

