



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

VACATION VILLAS
APPLICATION FOR EXEMPTION OF EDUCATIONAL SYSTEM IMPACT FEES

Part I and II to be completed by the Owner/Applicant

PART I

Name of Owner/Applicant: \_\_\_\_\_

Owner/Applicant Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail address and communications may be subject to public disclosure.

IF AN OWNER/APPLICANT IS REPRESENTED BY AN AGENT, A SIGNED AND NOTARIZED LETTER OF AUTHORIZATION MUST BE ATTACHED TO THIS APPLICATION.

Name of Owner/Applicant's Agent: \_\_\_\_\_

Agent's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail address and communications may be subject to public disclosure.

Parcel ID Number(s): \_\_\_\_\_

Site Address of the Residential Construction \_\_\_\_\_

Number of Lots/Units in Residential Construction: \_\_\_\_\_

Type of Residential Construction: [ ] Single-Family Homes [ ] Multi-Family Homes [ ] Mobile Homes [ ] Townhomes [ ] Condominium

Type of Residential Use: [ ] Owner Occupied [ ] Short Term Rental [ ] Vacation Villas

Number of Acres: \_\_\_\_\_



## THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

### VACATION VILLAS APPLICATION FOR EXEMPTION OF EDUCATIONAL SYSTEM IMPACT FEES

#### **PART II – Items to Attach to Application**

1. Name and address of Owner; and
2. Copy of the legal description, Deeds, and Map; and
3. Evidence that the residential construction is Vacation Villas are not designed or intended for permanent occupancy, including but not limited to the lack of availability of mail delivery service; regulations which preclude guests from **occupying** a specific unit **more than thirty-days** within a twelve month period; requirements for rental rate calculations to be made on a daily or weekly basis; sales and marketing materials which expressly provide that permanent occupancy of a Vacation Villas is prohibited; a letter of commitment **filed with the Developer Application** certifying the residential construction identified within the **Developer Application** will qualify as Vacation Villas and meet the exemption requirements of the Educational System Impact Fees Ordinance Section 24-42; and
4. **A check in the amount of \$ 2,000.00 made payable to The School District of Osceola County Florida. Must reference Vacation Villas and name of community; and**
5. A recorded Plat denoting the lot(s) to be identified as Vacation Villas; and
6. A single Business License Tax Receipt for each residential dwelling unit proposed for exemption. This requirement will need to be maintained each year of the exemption. **It is understood this information will not be available at the time of Application; and**
7. A deed restriction that notifies the owner or prospective owners that because students are not to reside in the property, the School Board has no plans for transportation from the property; and
8. A deed restriction requiring the owners or prospective owners to sign an **Owner Acknowledgement** specifically providing that lots are not eligible for homestead exemption for thirty (30) years; and
9. A deed restriction providing that the deed restrictions relating to the School District may not be amended without the signed consent of the Superintendent for the School District of Osceola County, Florida; and
10. Deed restrictions that require all of the Vacation Villas governed by the Declaration to be utilized exclusively for Transient Occupancy, with any use or occupancy being limited to no more than thirty (30) days or one (1) calendar month at a time within a twelve (12) month period, whichever is less, and
11. Deed restrictions that authorize and require the property owner's association to pay to the School Board an amount equal to the applicable Educational System Impact Fee for a Dwelling Unit, in the event that a student under the age of nineteen (19) has been registered to attend school, and such registration indicates the student's residency is at a Vacation Villas; and
12. A Certified original and three (3) copies of the proposed Declaration of Covenants and Restrictions (the "Declaration") that runs with the land that cannot be revoked or amended for a period of at least thirty (30) years from recording as to the School District provisions with evidence in how the deed restrictions will be enforced. **Please do not record the Declaration until School District staff has reviewed and approved the Declaration with the assistance of counsel; and**
13. Authorization letter from owner (if applicable); and
14. Attach any other documents or information which would be helpful to understanding your development and the requested exemption; and
15. Four (4) signed copies of the completed Application.



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

VACATION VILLAS
APPLICATION FOR EXEMPTION OF EDUCATIONAL SYSTEM IMPACT FEES

I/We certify that the above information is true and correct and that I/we understand that incorrect information may lead to a denial of this Application for an exemption, a loss of exemption from Educational System Impact Fees, if granted, and other legal action by the County and/or The School Board of Osceola County, Florida, to the extent permitted by law.

Table with 3 columns: Signature(s), Owner/Applicant/Agent, Date

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_\_, by \_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_ as identification.

Signature of Notary Public

SEAL or STAMP

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_\_, by \_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_ as identification.

Signature of Notary Public

SEAL or STAMP



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**VACATION VILLAS**  
**APPLICATION FOR EXEMPTION OF EDUCATIONAL SYSTEM IMPACT FEES**

**PART III - School District Staff to Complete**

The above Application meets the requirements for an Exemption of Educational System Impact Fees.

Staff member name: \_\_\_\_\_  
Print or Type Name

Staff signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Exemption of Educational System Impact Fees is  approved or  denied.*

**The School District of Osceola County, Florida:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Print or Type Name

**CHECKLIST: VACATION VILLAS**  
**APPLICATION FOR EXEMPTION OF THE EDUCATIONAL SYSTEM IMPACT FEES**

Please initial that all items have been completed, sign, date, and return the Checklist with the Vacation Villas Application for Exemption of Educational System Impact Fees (the "Application").

**Part I**

**Processing of Application:** The Application will not be processed unless:

- \_\_\_\_\_ 1. The Application is submitted by the Owner, as defined by Section 24-2 of the Osceola County Code of Ordinances, or the Owner is the signatory on the Agent Authorization Form.
- \_\_\_\_\_ 2. **ALL INFORMATION**, as requested in Part I for the Owner/Applicant, and where applicable, Owner/Applicant's Agent, must be provided with the exception of the fax number, which is optional.
- \_\_\_\_\_ 4. The Parcel ID Number(s) and site address (if there is a site address) provided by the Applicant must match the information contained in the Osceola County Property Appraiser's website.
- \_\_\_\_\_ 5. Must submit check in the amount of \$2,000.00 made payable to The School District of Osceola County, Florida. Must reference Vacation Villas and name of community.
- \_\_\_\_\_ 6. A recorded Plat denoting the lot(s) to be identified as Vacation Villas.
- \_\_\_\_\_ 7. A single Business License Tax Receipt for each residential dwelling unit proposed for exemption. This requirement will need to be maintained each year of the exemption. The Applicant must submit an Acknowledgement letter that a copy of the Business License Tax Receipts will be received by October 30th of each year.
- \_\_\_\_\_ 8. The School District shall within ten (10) business days following receipt of the Application provide written notification (letter or email) to the Applicant, either declaring the Application complete or providing a list of the deficiencies in the Application. The Applicant shall within ten (10) business days following receipt of the School District's written communication (letter or email) submit a written response (letter or email) to the School District. The School District shall within ten (10) business days following receipt of the Applicant's written response (letter or email) provide written communication (letter or email) to the Applicant, either declaring the Application complete or providing a list of the deficiencies in the Application. The Applicant shall within ten (10) business days following receipt of the School District's written communication (letter or email) submit a written response (letter or email) to the School District. The Application shall be considered null/void if the Applicant does not submit its responses by the required due dates. Additionally, if the Application is not approved within forty-five (45) business days of receipt through no delay of the School District, the Application will need to be resubmitted with **ALL** supporting documents along with a new check in the amount of \$2,000.
- \_\_\_\_\_ 9. No application is complete for processing until **ALL** requested information is provided. Upon completion, the District will process the Application within forty-five (45) business days.
- \_\_\_\_\_ 10. The Checklist must be signed and dated to acknowledge **ALL** requested information has been submitted.

**Part II**

\_\_\_\_\_ **A. Evidence of Compliance with Sec. 24-42 Vacation Villas:** Evidence that the Vacation Villas with its Application, the Applicant must submit the following:

- \_\_\_\_\_ 1. Evidence that the Vacation Villas are not designed or intended for permanent occupancy, including but not limited to:
  - a. the lack of availability of mail delivery services;

- b. regulations that preclude guests from occupying a specific unit **for more than thirty (30) days** within a twelve month period;
- c. requirements for rental rate calculations to be made on a daily or weekly basis;
- d. sales and marketing materials that expressly provide that the permanent occupancy of a Vacation Villas is prohibited.

\_\_\_\_\_ 2. A letter of commitment filed with the Developer Application certifying the residential constructions identified within the Developer Application will qualify as Vacation Villas and meet the exemption requirements of the Educational System Impact Fee Ordinance.

\_\_\_\_\_ 3. A copy of the proposed deed restrictions providing that the articles of the deed restrictions relating to the School District may not be amended without the signed consent of the Superintendent for the School District of Osceola County, FL:

- a. Restrictions that notifies the owners or prospective owners that because students are not to reside in the property, the School Board has no plans for transportation from the property.
- b. Restrictions requiring the owners or prospective owners to sign an Owner Acknowledgement specifically providing that the lots are not eligible for homestead exemption for thirty (30) years.

\_\_\_\_\_ 4. A copy of the proposed Declarations of Covenants and Restrictions (the "Declaration") that runs with the land and contains the following provisions, which cannot be revoked or amended without permission from the School Board for a period of at least thirty (30) years from recording:

- a. Restrictions that require all of the Vacation Villas governed by the Declaration to be utilized exclusively for Transient Occupancy, with any use or occupancy being limited to no more than thirty (30) days or one (1) calendar month at a time within a twelve month period, whichever is less.
- b. Restrictions that authorize and require the property owner's association to pay to the School Board an amount equal to the applicable Educational System Impact Fee for a Dwelling Unit, in the event that a student under the age of nineteen (19) has been registered to attend school, and such registration indicates the students residency is at a Vacation Villas.
- c. Upon written notification by the School Board that a student under the age of nineteen (19) has been registered to attend school and is residing at a Vacation Villas, the property owner's association shall have sixty (60) calendar days from the date of written notification in which to demonstrate to the School Board that the subject student registration was in error or, alternatively, that the subject student no longer resides in the Vacation Villas. Otherwise, payment of the Educational System Impact Fee Shall be made by the Property Owner's Association to the School District of Osceola County, FL within ninety (90) calendar days from the date of the written notification.

\_\_\_\_\_ **B. Draft Declaration of Covenants and Restrictions (Declaration):** Attached to these Instructions is a sample Declaration which contains example language that would satisfy the requirements of local law. *Please **do not** record the Declaration until School District staff has reviewed and approved the Declaration with the assistance of counsel.*

**PLEASE CONTACT SCHOOL DISTRICT STAFF WITH ANY QUESTIONS REGARDING THESE INSTRUCTIONS OR THE APPLICATION.**

Planning Services Department  
Director of Planning Services  
(407) 518-2964

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Signature acknowledges that the Application has been completed in accordance with the instructions and all supporting documentation is enclosed.

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**REGARDING VACATION VILLAS EDUCATIONAL SYSTEM IMPACT FEES**

This Declaration of Covenants and Restrictions (the “Declaration”) is made and executed this \_\_\_ day of Month, Year, by \_\_\_\_\_, a Type of Entity, whose address is \_\_\_\_\_ (the “Declarant”).

**RECITALS**

**WHEREAS**, the Declarant holds fee simple title to and is the current owner of certain real property located in Osceola County, Florida (the “Property”), as further described in Exhibit “A”, which is incorporated herein and made a part of this Declaration by reference; and

**WHEREAS**, the Declarant intends to construct a residential community or facility on the Property consisting of approximately # (Type) residential dwelling units (the “Community”); and

**WHEREAS**, pursuant to the Osceola County Code of Ordinances, Chapter 24 (the “Educational System Impact Fee Ordinance”), The School Board of Osceola County, Florida (the “School Board”) is entitled to the collection of educational system impact fees to require residential construction to contribute its fair share of the cost of improvements and additions to the educational system necessary to accommodate such growth; and

**WHEREAS**, Section 24-42 of the Educational System Impact Fee Ordinance provides for certain exemptions to the educational system impact fee, including, without limitation, an exemption for residential development that qualifies and is intended to be operated as “Vacation Villas,” as that term is defined in the Educational System Impact Fee Ordinance and by applicable federal law; and

**WHEREAS**, it is the intent of the Declarant that the Community be designated and operated as “Vacation Villas” in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; (collectively, the “Acts”).

**NOW, THEREFORE**, the Declarant does hereby declare that the Community is restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as consideration for any lease or deed conveyance hereafter made, and as one of the express conditions thereof, and that the restrictions and limitations are intended to be, and shall be taken as, covenants that run with and bind the land, and shall be as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into and made a part of this Declaration by reference.

2. Vacation Villas. The Community is operated as Vacation Villas in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing Amendments Act of 1988; Partnerships (collectively, the “Acts”) or its statutory successor in function, and the Community will continue to qualify and be operated as a Vacation Villas pursuant to applicable federal, state, and local law for a period of no less than thirty (30) years from the date of the recording of the Declaration.



3. Permanent Residency. Declarant, for a period of no less than thirty (30) years from the date of the recording of this Declaration, shall not allow any persons to reside as permanent residents in any dwelling unit within the Community. The Community can only be used exclusively for Transient Occupancy, with any use or occupancy being limited to no more than thirty (30) days or one (1) calendar month at a time within a twelve month period, whichever is less.

4. Notification. The Declarant shall notify the owners or prospective owners that because students are not to reside in the property, the school Board has no plans for transportation from the property. Declarant shall require owners or prospective owners to sign an Owner Acknowledgement specifically providing that the lots are not eligible for homestead exemption for thirty (30) years.

5. Non-Compliance. If, within the thirty (30) year period from the date of the recording of the Declaration, the Community is no longer being operated as Vacation Villas, in compliance with applicable federal, state, and local law, or students under the age of nineteen (19) are registered to attend school, and such registration indicates the student's residency is at a Vacation Villas, in any dwelling unit within the Community, then the Declarant, or its successors and assigns (including any property management company and any homeowners, condominium or other community association, as applicable), shall lose its impact fee exemption and shall pay the educational system impact fee in effect at the time of the change or non-compliance for all dwelling units within the Community.

6. Enforcement. The School Board retains all enforcement rights and remedies available to it pursuant to law, including, without limitation, all enforcement rights set forth in the Educational System Impact Fee Ordinance, against the Declarant, and its successors and assigns (including any homeowners, condominium or other community association, as applicable), for any violation of the Educational System Impact Fee Ordinance and the restrictive covenants provided in this Declaration, and all such rights and remedies shall be cumulative.

7. Binding Effect. This Declaration shall be binding on Declarant, and its successors and assigns (including any property management company and any homeowners, condominium or other community association, as applicable), shall bind the Community and Property and run with the land, and the restrictions contained in this Declaration shall not be annulled, waived, revoked, amended, rescinded or modified for a period of no less than thirty (30) years from the date of the recording of this Declaration without the signed consent of the Superintendent of the School District of Osceola County, Florida.

8. Governing Law. This Declaration shall be governed by the laws of the State of Florida and, except for a suit in federal court, exclusive venue shall be in Osceola County, Florida. For any federal action, exclusive venue shall be in the United States District Court for the Middle District of Florida, Orlando Division.

9. Severability. If any of the restrictions or covenants contained in this Declaration are determined to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, then the unlawful, invalid, and unenforceable restriction or covenant shall be severed from this Declaration and shall not affect any of the other provisions. The non-severed provisions shall remain in full force and effect. However, if any material restriction or covenant is determined to be unlawful, invalid, or unenforceable, then the School Board shall be entitled to revoke any approval of an impact fee exemption predicated upon the unlawful, invalid, or unenforceable restriction or covenant, and the Declarant shall

pay the educational system impact fee in effect at the time of the change for all dwelling units within the Community.

10. Recording. This Declaration shall be recorded in the Public Records of Osceola County, Florida, at Declarant's cost and expense.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration as of the day and year first written above.

WITNESSES

\_\_\_\_\_,  
a Type of Entity

\_\_\_\_\_  
Typed or Printed Name

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

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

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

STATE OF FLORIDA )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Type of Entity, on behalf of the company, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as identification.  
(NOTARY SEAL)

Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION AND MAP DEPICTING LOCATION**

SAMPLE