

Prepared by and Return to:

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DECLARATION OF RESTRICTIVE COVENANT

THIS AGREEMENT made this ____ day of _____, 2008 by the undersigned parties.

WHEREAS, the undersigned _____
(Grantor/Covenantor) is/are the owner(s) of certain property (hereinafter "Property") having an address of _____
and property control number _____
and described as follows:

Legal Description _____

WHEREAS, the South Indian River Water Control District (hereafter "District") is constructing a water distribution system which will service the area known as Palm Beach Country Estates, including the Property described above; and

WHEREAS, the undersigned Grantor/Covenantor has chosen to connect to this system and desires to finance the required connection fee and associated costs for a 1" meter pursuant to the District's Hook-Up Financing Program; and

WHEREAS, Grantor/Covenantor acknowledges that the payment of the connection fee through the District's Hook-Up Financing Program provides a special benefit to the Property; and

WHEREAS, it is the desire and intention of the undersigned to restrict said lands according to the terms of this Declaration of Restrictive Covenant so that the current and successive owners of the Property acknowledge and bind themselves to the repayment of the connection fee and associated costs, including principal and interest thereon, as assessed by the District and included in the tax roll submitted to Palm Beach County Tax Collector.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other and Covenantors and Covenantees, and expressly for the benefit of, and to bind, their successors in interest, the said parties agree as follows:

1. **Covenant.** Grantor/Covenantor hereby agrees to pay the above-described connection fee as calculated by the District and added to the tax rolls on an annual basis until same is paid in full pursuant to the District's Hook-Up Financing Program.

2. **Term.** This covenant is to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this covenant is recorded, or until such time as the assessment described herein has been paid in full and a Satisfaction of same has been recorded in the Public Records of Palm Beach County, Florida. Upon the recording of such Satisfaction, the covenant made hereby shall be terminated.

3. **Enforcement.** Enforcement of these covenants shall be by proceeding at law or in equity brought in the Circuit Court for the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida. In any action to enforce the terms of these covenants, the prevailing party shall be entitled to an award of its reasonable attorney's fees and cost, including attorneys fees and costs for any appeals.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this _____ day of _____, 2008.

Signed, sealed and delivered in the presence of:

WITNESS:

Signature

Grantor/Covenantor Signature

Printed Name

Grantor/Covenantor Printed Name

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by _____. He/She/They is/are [] personally known to me or [] has/have produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

Signed, sealed and delivered in the presence of:

WITNESS:

Signature

Grantor/Covenantor Signature

Printed Name

Grantor/Covenantor Printed Name

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by _____. He/She/They is/are [] personally known to me or [] has/have produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

Signed, sealed and delivered in the presence of:

WITNESS:

South Indian River Water Control District

Signature

Grantee/Covenantee

Printed Name

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by _____. He/She is [] personally known to me or [] has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____