

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 <sup>3</sup>/<sub>4</sub>" 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: \_\_\_\_\_