

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Declaration of Restrictive Covenants

Return recorded document to:
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Environmental Resource Compliance
3301 Gun Club Road
West Palm Beach, FL 33406

THIS DECLARATION OF CONSERVATION COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Declaration") is made this _____ day of _____, 20_____, by {property owner} {Name should be listed the same way as the deed identifying the property owner} ("Declarant").

RECITALS AND CONSERVATION PURPOSES

WHEREAS, the Declarant is the sole owner in fee simple of certain real property ("Property") located in _____ County, Florida, which is more fully described in Exhibit "A" attached hereto and made a part hereof {attach as Exhibit A the legal description of the conservation property}; and

WHEREAS, it is the purpose of this Declaration and it is Declarant's intent to place restrictions, covenants and conditions on the Property for the following purposes:

1. To retain land or water areas in their natural, enhanced, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife, and
2. To prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural condition.

WHEREAS, the restrictions, covenants and conditions are made pursuant to, and in accordance with, the provisions of Section 704.06, Florida Statutes and South Florida Water Management District ("District") Permit No. _____ ("Permit");

NOW THEREFORE, Declarant hereby unconditionally and irrevocably declares and covenants with the District that the Property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the property, run with the property, and be binding on all parties that have or shall have any right, title or interest in the Property.

ARTICLE 1. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this Declaration is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Declaration. Those wetland and/or upland areas of the Property that are to be enhanced or created pursuant to the District Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

The following activities and uses, whether temporary or permanent, are expressly prohibited or restricted:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a District approved maintenance plan;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
- (g) Acts or uses detrimental to such aforementioned retention of land or water areas.
- (h) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

ARTICLE II. ACCESS, ENFORCEMENT AND REMEDIES

A. ACCESS. Declarant and its successors and assigns shall hereby grant site access to the District or its successors and assigns for the purpose of determining compliance with this Declaration. This Declaration does not convey to the public the right to enter the Property for any purpose whatsoever.

B. ENFORCEMENT. The terms and conditions of this Declaration may be enforced by the District and its assigns by injunctive relief and other appropriate available remedies. In any enforcement action in which the District or its assigns prevail, District or its assigns shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts and in addition to the cost of restoring the land to the condition existing prior to the breach of the terms of this Declaration. Any forbearance on behalf of the District to exercise its rights in the event of the failure of Declarant to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the District's rights hereunder in the event of any subsequent failure of the Declarant to comply.

ARTICLE III. DURATION AND APPLICABILITY

A. DURATION. It is the intention of Declarant that the restriction contained in this Declaration shall run with the land and with the title to the Property in perpetuity, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Declarant and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

B. APPLICABILITY. Every provision of this Declaration that applies to the Declarant or District shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

ARTICLE IV. MISCELLANEOUS

A. OWNERS RIGHTS. The Declarant, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any District rule, criteria, the Permit and the intent and purposes of this Declaration. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted upon written approval by the District.

B. TERMINATION or MODIFICATION. This Declaration shall not be terminated or modified without the express written consent of the District. Any agreed upon modification shall be recorded in the public records of _____ County, Florida.

C. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to this Declaration. If any provision is found to be invalid, the remainder of the provisions of this Declaration shall not be thereby affected.

D. TERMS AND RESTRICTIONS. Grantor shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

E. WRITTEN NOTICE. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or success-in-interest.

F. RECORDING. Declarant shall record this instrument in a timely fashion in the official records of _____ County, Florida and may re-record it at any time as may be required to preserve its rights.

IN WITNESS WHEREOF, Declarant has hereunto set its authorized hand the day and year first above written.

a Florida corporation

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

Name: _____
(Print)

By: _____
(Signature)

Name: _____
(Print)

STATE OF FLORIDA

) ss:

COUNTY OF _____

On this _____ day of _____, 20____ before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, and acknowledged that he/she executed the same on behalf of said corporation and he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

Name: _____
(Print)

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]