

Prepared by:

Return original or certified recorded document to:
(Insert name and address
of WMD or DEP)

Declaration of Restrictive Covenants

This Declaration of Conservation Covenants, Conditions, and Restrictions ("Declaration") is made this _____ day of _____, 20____, by _____ (property owner(s)) (*Same as deed*) ("Declarant"). As used herein, the term "Declarant" shall include any and all heirs, successors, or assigns of the Declarant, and all subsequent owners of the "Property" (as hereinafter defined).

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; and

WHEREAS, Permit No. _____ ("Permit"), and any modifications thereto issued by the Choose an item., ("Agency") authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, Grantor makes this Declaration as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; 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 condition, or in accordance with the Permit, in an enhanced, restored, or created condition; 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, or in accordance with an enhanced, restored, or created condition required by the Permit.

WHEREAS, the Declarant, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Agency, is agreeable to placing and does place the restrictions, covenants, and conditions over the Property pursuant to, and in accordance with, the provisions of Section 704.06, Florida Statutes, and the Permit.

NOW THEREFORE, Declarant hereby unconditionally and irrevocably declares and covenants with the Agency 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 I. 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 upland areas of the Property that are to be enhanced, created, or restored pursuant to the Permit shall be retained and maintained in the enhanced, created, or restored conditions required by the Permit.

Except for activities that are permitted or required by the Permit (or any modification thereto) or any Permit Management Plan, any activity on or use of the Property inconsistent with the purpose of this Declaration is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

- 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) Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit or described in a Permit Management Plan or otherwise approved in writing by the Agency are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Agency are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Declarant shall notify the Agency in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Agency approved the 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; and
- 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 Agency or its successors and assigns, with any necessary equipment or vehicles, 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 Agency and its assigns at law or equity, at the Agency's reasonable discretion, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this Declaration. Any forbearance on behalf of the Agency 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 Agency's rights hereunder in the event of any subsequent failure of the Declarant to comply. Agency shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of this Declaration.

Article III. Duration and Applicability

A. **Duration.** It is the intention of Declarant that the restrictions 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 Agency shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

Article IV. Miscellaneous

A. **Owner's 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 the Permit (or any modification thereto), Permit Management Plan, or 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 Agency.

B. **Taxes.** When perpetual maintenance is required by the Permit, Declarant shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the Agency with satisfactory evidence of payment upon request.

C. **Termination or Modification.** This Declaration shall not be terminated or modified without the express written consent of the Agency. Any agreed upon modification shall be recorded in the public records of _____ County, Florida.

D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Declaration.

E. **Severability.** If any provision of this Declaration or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Declaration shall not be affected thereby, as long as the purpose of the Declaration is preserved.

F. **Terms and Restrictions.** The Declarant shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Declarant divests itself of any interest in the Property.

G. **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.

H. **Recording.** Declarant shall record this instrument in a timely fashion in the official records of _____ County, Florida and shall re-record it at any time as may be required to preserve the Declaration. Declarant shall pay all recording costs and taxes necessary to record this Declaration in the public records.

I. **Binding Effect in Perpetuity.** The terms, conditions, restrictions, and purposes imposed with this Declaration shall be binding upon Declarant and shall run in perpetuity with the Property.

J. Declarant states that Declarant is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; all mortgages and liens on the Property, if any, have been subordinated to this Declaration; and that Declarant has good right and lawful authority to make this Declaration.

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

, A Florida corporation or (choose one)

By: _____
(Signature)

Name:

Title:

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA
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, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and that 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)

My Commission Expires: _____

Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, given by (“Declarant/Borrower”) to _____ (“Mortgagee/Lender”), encumbering the real property described on Exhibit “A” which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Declaration of Restrictive Covenants (“Declaration”), granted to Choose an item. applicable to the Declaration with the intent that the Mortgage shall be subject and subordinate to the Declaration.

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder, Consent, and Subordination is made this

_____ day of _____, 20_____.

By: _____
(Signature)

(Mortgagee/Lender)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____ (print name), as _____
_____ (title) of _____, (Mortgagee/Lender on behalf of the corporation.
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)

My Commission Expires: _____

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]