

This Instrument Prepared by:
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COVENANT TO RUN WITH THE LAND

THIS COVENANT, made and entered into this _____ day of _____, _____, by and between **Palm Colony at Pelican Landing Condominium Association, Inc.** (hereinafter “Association”), and _____, (hereinafter “Owner”) being all record title holders of:

The Condominium Parcel known as Unit No. _____, in **Palm Colony at Pelican Landing Condominium**, Building No. _____, a Condominium (hereinafter “Condominium”), according to the Declaration of Condominium (hereinafter “Declaration”) thereof, originally record in Official Records Book 2622, Pages 3016 through 3258 (hereinafter “unit”); and

WHEREAS, Association is the entity responsible for the operation and administration of the Condominium; and

WHEREAS, Owner has requested permission from the Association to modify and maintain such modifications to the certain portions of the condominium property (hereinafter the “Improvements”), as more fully described in attached Exhibit “A” and made a part hereof; and

WHEREAS, Association has requested Owner execute and deliver to Association this instrument as a condition precedent to the granting of said permission.

NOW THEREFORE, in consideration of the permission and approval by Association to allow Owner to modify the condominium property and in further consideration of the premises contained herein, Owner does hereby covenant and agrees as follows:

1) Owner hereby agrees to be responsible for all costs and expenses incurred in the installation and continued maintenance and existence of the Improvements as being made as set forth in Exhibit “A”.

2) Owner hereby agrees to install and maintain the Improvements in a first class manner. If owner fails to maintain the Improvements as required herein, after written notice by Association, Association shall have the right to perform, or have performed, the required maintenance or to have

the Improvements maintained or removed in its sole discretion. Owner will be responsible for all costs thus incurred.

3) Owner hereby agrees release the Association from any obligation or responsibility relating to the installation, maintenance, or removal of the Improvements and to indemnify the Association from any third-party claims, actions, costs or expenses whatsoever, including but not limited to attorney's fees, brought against the Association as a result of the installation, maintenance, or removal of the Improvements and/or this Covenant.

4) Owner hereby agrees that as security for the payment to Association of any costs or expenses owed by Owner to Association pursuant to applicable law and/or this Covenant, Association shall have a lien on Owner's unit for said costs or expenses, which shall be considered an assessment against Owner's unit, together with interest at the maximum rate as allowed by law and reasonable attorney's fees incurred by Association.

5) Owner hereby agrees to be responsible for any damage to the condominium property or to the property of others which is caused as a result of the installation, maintenance, or removal of the Improvements set forth herein.

6) It is expressly understood and agreed that this Covenant shall be binding upon Owner, its heirs, successors in interest and assigns and shall be implied in any and all conveyances or other instruments affecting title of such unit.

7) Owner shall be responsible for reasonable attorney's fees and costs incurred by Association in enforcing any provisions of this Covenant including, but not limited to, fees and costs incurred in any appeals.

IN WITNESS WHEREOF, Owner and Association have caused this Covenant to be executed and signed the day and year first set forth above.

WITNESSES:

OWNER(S):

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA :
COUNTY OF LEE :

I HEREBY CERTIFY that on this day, before me, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____ who are well known to me or who have provided _____ as identification, and that they acknowledge executing the same voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, _____.

My Commission Expires:

NOTARY PUBLIC

EXHIBIT “A”

The specific identity of the alterations and modifications to the unit subject to this Covenant are as follows: