

COVENANT TO RUN WITH THE LAND

THIS COVENANT, made and entered into this ____ day of _____, 20____, by and between HAMMOCKS AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC. ("Association") and _____ (hereafter "Owner(s)").

WITNESSETH:

WHEREAS, Association is the entity responsible for the operation and administration of the Hammocks at River Wilderness Homeowners' Association; and

WHEREAS, the Association is responsible for the maintenance, repair and replacement of the common areas; and

WHEREAS, the Owner(s) own(s) a Lot within the Association located at _____ (hereafter "the Lot" or "subject Lot"); and

WHEREAS, the Owner(s) desire(s) to remove the existing concrete driveway appurtenant to the subject Lot and replace it with pavers ("the work") as more fully described as follows:

_____ ; and

WHEREAS, Article 5.6 of the Association's Declaration of Covenants, Conditions and Restrictions ("Declaration") states that all driveways shall be constructed with concrete unless otherwise specifically approved by the ARC; and

WHEREAS, Article 4.1 of the Declaration authorizes the Board of Directors to serve as the ARC; and

WHEREAS, the Association requires that the Owner(s) execute and deliver to it this instrument as a condition precedent to granting permission for Owner(s) to remove the existing driveway and reinstall a paver driveway.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants set forth below, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, including permission and approval by the Board of Directors of the Association in its capacity as the ARC, to allow the Owner(s) to perform the work, the parties hereby covenant and agree as follows:

1. The Owner(s) agree(s) to be responsible for all costs and expenses to perform the work and once the work is performed, to maintain and insure the driveway at his/her/their sole cost and expense.

2. The Owner(s) assume(s) all responsibility for procuring and/or obtaining all necessary building or zoning permits, variances and adherence to any and all other procedures as outlined for the work by all City, County, State or other governmental entities, including compliance with the South Florida Building Code.

3. The Owner(s) agree(s) to and must retain contractors licensed and insured in the state of Florida to perform all of the work. Such contractors must maintain adequate workers' compensation and public liability insurance to cover any and all damage to persons or property which may occur during the course of the work.

4. The Owner(s) agree(s) to indemnify, defend and hold harmless the Association and its officers, directors, agents and employees from any claims, actions, damages, costs or expenses of any nature or kind whatsoever, including, but not limited to, attorney's fees, through all appellate levels, arising out of or concerning the work. The indemnification provided herein shall survive termination or expiration of this Covenant.

5. It is expressly understood and agreed that this instrument shall be binding upon the parties, their heirs, personal representatives, and grantees, successors in interest or assigns and shall be a covenant running with the land, an equitable servitude, a contractual obligation and shall be a condition implied in any conveyance or other instrument affecting title to the subject Lot.

6. In any action, litigation, or proceeding arising out of or concerning this Covenant, or any act incident to the collection of any monies due hereunder or the enforcement of this Covenant, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees, through all appellate levels. Venue for any action, litigation, or proceeding arising out of or concerning this Covenant shall be in Manatee County, Florida and the parties expressly waive their right to venue elsewhere.

7. Neither Association nor any of its officers, directors, members, employees, or agents shall be liable to the Owner(s) or any other person by reason of mistake in judgment, failure to disclose or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance, or nonfeasance arising out of or concerning the approval or disapproval of any plans or submissions. Anyone submitting plans pursuant to this Covenant, by the submission of same, or any person acquiring title to the subject Lot, agrees not to seek damages from Association, waives any and all rights, causes of action, or actions they have or may have against Association and releases Association of and from any and all injuries, losses, damages and expenses, including attorney's fees, arising out of or concerning the subject matter of this Covenant. Without limiting the generality of the foregoing, Association shall not be responsible for reviewing any plans for, nor shall its review of any plans be deemed approval of, structural safety

or soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, nor compliance with governmental requirements.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date last aforesaid.

WITNESSES:

OWNER(S)

Sign _____

Sign _____

Print _____

Print _____

HAMMOCKS AT RIVER WILDERNESS HOMEOWNERS' ASSOCIATION, INC.

Sign _____

By: _____, President

Print _____

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known ____ OR
Produced Identification ____

Type of Identification

Sign _____
Print _____

My Commission expires: