

**COVENANTS RUNNING WITH THE LAND
OWNER ALTERATIONS/IMPROVEMENTS**

THIS COVENANT, made and entered effective the latest date signed below by THE VILLAS II AT HERITAGE COVE ASSOCIATION, INC., a Florida Not for Profit Corporation (Association), and _____

(hereinafter collectively referred to as "Owner"), being the record title Owner of the parcel known as:

Lot ____ Block _____, HERITAGE COVE PHASE II, a Subdivision, according to the Plat thereof, recorded in Plat Book 67 Pages 52 through 55, inclusive, of the Public Records of Lee County, Florida

WITNESSETH:

WHEREAS, Association is responsible for the operation and administration of the Neighborhood as described in the Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 03427 Pages 3921 – 3986 *et seq.*, Lee County Public Records, enforcement of its documentary provisions and is the statutory agent of all owners of Living Units in the Neighborhood; and,

WHEREAS, Owner has requested permission from Association to allow Owner's alteration of certain portions of the Villa in according with the attached Exhibit "A; and,

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions an Owner must receive authorization from the Association prior to changing any area maintained by the Association or the exterior of the Villa, and Association has requested Owner to execute, deliver and agree to the terms of this Covenant Running with the Land as a condition precedent to the granting of permission to make said alterations and improvements.

NOW, THEREFORE, in consideration of any permission and approval by Association to allow Owner's alteration of the Villa and the installation of the Improvements, and in further consideration of the promises and for other good and valuable considerations acknowledge and accepted by the parties hereto, Owner and Association do hereby covenant and agree that the above recitals are true and correct and further agree as follows:

- 1 Owner agrees to be responsible for all costs and expenses incurred in the installation and continued maintenance and existence of the Improvements described in Exhibit "A" (the "Improvements"), which exhibit is expressly made a part hereof, including responsibility for increases in insurance coverage as may be required for increased maintenance costs associated with the Improvement. It is understood that the "Improvement" generally consists of one or more "Solar Tubes" which are being installed in the roof of the Villa Unit.

2. Owner agrees that Association has the right and authority to remove the Improvements, at Owner's expense for the maintenance, repair, or replacement of the Villa Roof.
3. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary building permits and adherence to any and all other procedures as outlined for the installation, construction and maintenance of the Improvements by City, County, State and other governmental entities, including without limitations from the fire marshal if required.
4. Owner shall be responsible for securing necessary approvals from any other association, such as any master association, which may be required and shall hold the Association harmless with respect thereto as set forth in Paragraph 6 hereto.
5. Owner agrees to install, construct and maintain the Improvements in a first-class manner. Association and its agents are authorized to inspect the Improvements to determine compliance with this agreement and are granted all easements and licenses necessary for the same. If Owner fails to maintain the Improvements as required herein after written notice from the Association, the Association shall give Owner not less than thirty (30) days to maintain the Improvements to the Association's satisfaction. If said Improvements are not maintained to the Association's satisfaction by Owner within such time frame, the Association shall have the right to perform, or have performed, the required maintenance. Owner shall be responsible for all costs incurred from said maintenance.
6. Owner agrees to indemnify, defend and hold harmless the Association and its assigns, successors, officers, directors, agents, employees and members, from any claims, actions, costs or expenses whatsoever, including, but not limited to attorney's fees arising out of or because of the construction, installation, use and maintenance of the Improvements and/or this Covenant Running with the Land. Without limitation the Owner's indemnification obligations include any indemnification obligation for leaks or other water intrusion affiliated with the Improvement.
7. Owner agrees that as a security for the payment of expenses owed by Owner to Association pursuant to applicable law and/or this Agreement and Covenant-Association shall have a lien on Owner's Villa and the right to foreclose the lien, for said costs or expenses which are to be considered an assessment against Owner's Villa, together with interest at the maximum rate allowed by law and reasonable attorney's fees incurred by Association.
8. Owner agrees to be responsible for any damages to the Neighborhood, including, but not limited to, the Villa, Common Areas, the property of others, or personal injury, which was caused as a result of the construction, installation, use or maintenance of the Improvements. Association and its agents shall not be liable for damage to the Improvements incurred in connection with Association maintenance unless caused by willful misconduct.

9. The permission of the Board of Directors as requested by Owner shall be evidence upon Association's execution of this Covenant Running with the Land.
10. Owner will be responsible for reasonable attorney's fees and costs incurred by Association and enforcing any provision to this Covenant Running with the Land, whether at law or equity, including, but not limited to, fees and costs incurred in any appeals.
11. It is expressly understood and agreed that this Covenant Running with the Land shall be binding upon the heirs, successors in interest, and assigns of Owner and Association, and shall be a Covenant running with the Villa, equitable servitude, contractual obligation, and a condition implied in any conveyance or other instrument affecting title of the Villa. Further this Covenant Running with the Land is expressly understood to be entered into for the benefit of Owner and the Association and shall be enforceable, at law or equity, by any and all of the parties for whose benefit it runs.
12. Notwithstanding anything herein to the contrary, it is expressly provided that this Covenant Running with the Land may be modified or rescinded, if a document to that effect is executed by Owner and an authorized representative of the Board of Directors of the Association and recorded in the Public Records. The intent of this provision is to allow a modification or rescission without the joinder and consent of any other party, other than the Owner and Association.
13. The validity of any provision of this Covenant Running with the Land, or any part of any provision, which may be severed without affecting the balance of its terms, as determined by a Court of competent jurisdiction, shall in no way affect the validity of the remainder of the provisions after severance, or any other provision hereof.

WITNESS:
(Two for Each)

Date: _____

Date: _____

STATE OF _____)
)SS
COUNTY OF _____)

Who are (is) personally known to me or has furnished _____ as identification,
and after being first duly sworn, deposed and stated that the facts contained herein are true and
correct.

Printed Name: _____

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