

AGREEMENT FOR INSTALLATION OF BOAT LIFT/ELEVATOR

This Agreement is made and entered into this ____ day of _____, 20__ by and between **OUTDOOR RESORTS AT LONG KEY, INC.** ("Association") and _____ ("Owner"), being the record title holder of:

Condominium Unit/Lot ____ of Outdoor Resorts, A Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 460 at Page 90, of the Public Records of Monroe County, Florida ("Unit"), together with an undivided share in the common elements appurtenant thereof.

The parties agree as follows:

1. Owner has requested approval for the construction of a Boat Lift/Elevator/Elevator on or adjacent to the Unit described above and pursuant to the plans and other documents attached hereto and initialed by the parties.
2. The request for construction/installation of a Boat Lift/Elevator ("Boat Lift/Elevator/Elevator") is approved. Nothing contained herein shall allow the construction or installation of anything other than as set forth herein or the attached documentation.
3. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary building or zoning permits, variances and adherence to any and all other procedures as required for the Boat Lift/Elevator/Elevator by all City, County, State, Federal or other governmental entities, and shall comply with all applicable laws, codes and regulations pertaining thereto.
4. Owner agrees to maintain, repair and replace the Boat Lift/Elevator/Elevator in a first class manner, and at Owner's sole cost and expense. To the extent the Association establishes rules and regulations * pertaining to the maintenance, repair and replacement of the same or similar installations, Owner acknowledges and agrees to comply therewith:

*excerpt from Rules and Regulations

"10 SEAWALLS

- a. Use of seawalls shall be limited as defined and outlined in Article I., E. of the Declaration of Condominium and shall be limited to the unit (lot) owner except by written permission by the owner.
- b. Boat elevators in canals are prohibited, **except under the following guidelines**
- c. **Boat lifts are allowed under the following guidelines:**
 1. **All metal tracking must be attached to the seawall**
No poles or metal tracks of any type can be free standing away from the seawall.
 2. **Owners must obtain, at their expense, an Engineering report of the seawall to certify the structural integrity of the seawall before installation.**
 3. **Unit owner is responsible for any seawall repairs.**
 4. **Boat lift may not extend more than 12 ½ from the seawall**
 5. **No Boat lift or Davits will be approved or permitted on lots located at the enclosed end of a canal.**
 6. **Boat lift must be raised out of the water or have floats attached which would let**

passing boats be informed that a boat lift is present.

7. Unit owners are required to obtain all required permits. A copy of approved permits must be on file at the office before work is commenced.

The same rule also applies to the Constructions Rules.

8. Set backs for boat lifts at five (5) and ~~ten (10) feet~~ two (2) feet consistent with the Lot Owner's five (5) and two (2) feet set back property lines.

9. No Boat lift shall be installed at a 90 degree angle from the seawall.

5. Owner agrees to be responsible for any damage to the Condominium Property or the property of others which is caused as a result of the construction, use, maintenance, repair, replacement or removal of the Boat Lift/Elevator/Elevator.

6. Owner agrees to remove and re-install the Boat Lift/Elevator as may be necessary to allow the Association to fulfill any obligations which it may have in connection with the Condominium Property or otherwise.

7. Owner agrees to indemnify, defend and hold harmless Association and the individual officers, directors and other members of Association from any claims, actions, costs or expenses whatsoever, including but not limited to reasonable attorney's fees and costs (whether said costs and fees are trial or appellate), arising out of or resulting from the construction, use, maintenance, repair, replacement or removal of the Boat Lift/Elevator. The parties hereto specifically acknowledge and agree that the benefits contained herein constitute adequate consideration for the indemnification provided in this Paragraph 8. The Indemnification provided herein shall survive termination or expiration of this Covenant.

8. In any legal proceedings brought by the parties hereto arising out of or as a result of this Agreement or the Boat Lift/Elevator, the prevailing party shall be entitled to recover their attorney's fees and costs in any court, including bankruptcy court, and including fees and costs incurred prior to litigation and through any appeal. Any such legal proceeding shall be brought in a Court of competent jurisdiction in Monroe County, Florida.

9. The provisions of this Agreement shall constitute covenants running with the land and shall be at all times binding upon the parties hereto and their respective grantees, successors, heirs and assigns and shall be a condition implied in any conveyance or other instrument affecting title of the Unit. Upon execution, this Agreement shall be recorded in the public records of Monroe County at the expense of Owner.

10. This Covenant may be terminated by the permanent removal of the Boat Lift/Elevator and corrections of any damages resulting from the existence or removal thereof.

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

WITNESSES:

Sign: _____

Print Name:

Sign: _____

OWNERS:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____ 20__
by _____ who is/are personally known to me or have produced
(_____) as identification and who did/did not take an oath.

My Commission Expires:

_____(SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Initials:

WITNESSES:

OWNERS:

OUTDOOR RESORTS AT LONG KEY, INC.

Sign: _____

Print Name:

By: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____
20__ by _____, on behalf of the corporation, who is/are personally
known to me or have produced (_____) as identification and who did/did not
take an oath.

My Commission expires:

_____(SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Initials:
