



ARC Aug 11 Meeting Minutes

Committee Members Bill Ganzer, Andy Shanahan, Beverly Simmons, and John Ingraham all voted Yes to Schulz's Revised Dock plan with noted conditions.

ACR Committee recommends the following covenant by adopted.

If an Owner ("Owner A") constructs a dock that requires a vessel to egress and/or ingress across another owner's ("Owner B") buildable zone, then Owner A acknowledges that if Owner B ever improves their respective buildable zone (by either adding a vessel or any type of marine construction) Owner A risks losing egress and / or ingress through Owner B's buildable zone. Upon the occurrence of said loss, it shall be the sole responsibility of Owner A, at their own cost, to retrofit or redesign their own dock construction, subject to ARC approval, to allow egress and /or ingress into the canal. Thirty days prior to any planned addition of any type of marine construction, Owner B shall provide Owner A 30 days advance written notice of the proposed improvement or addition of a vessel in order to allow Owner A to move their vessel so as to not be blocked in by the improvement.

Any approval granted for any such a dock described above shall be conditioned upon a Covenant Running with the Land substantially similar to the following form being properly attested and recorded in the property records of Lee County, Florida:

COVENANT RUNNING WITH THE LAND

This Covenant Running with the Land (the "Covenant") is entered into this 11 day of August, 2021 by PALMETTO POINT ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is 4819 Sherry Lane Fort Myers, FL

33908 hereinafter referred to as "Association", and Matthew Schulz, having a mailing address of 4809 Sherry Lane Fort Myers, FL 33908, hereinafter referred to as the "Owner".

WHEREAS, Owner owns the following property:

_____ **INSERT LEGAL DESCRIPTION**

(hereafter referred to as the "Property") Attached hereto as Exhibit "A".

WHEREAS the Association is responsible for operating the community and enforcing the provisions of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Palmetto Point recorded at Instrument No. 2008000101022, Page 31, and recorded April 16, 2008 in the Public Records of Lee County, Florida, as amended from time to time (hereafter referred to as the "Declaration"); and

WHEREAS the Board of Directors, have determined that it is in the Association's interest that certain conditions be placed upon the construction of Owner's dock; and

WHEREAS the Owners for and on behalf of the themselves, Owners' heirs, successors and assigns, desire to enter into this Covenant with the Association;

NOW, THEREFORE, in exchange for ten and 00/100 dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Association and Owners agree as follows.

1. **Recitals.** The above recitals are agreed to be true and correct.
2. **Approved Alterations with Conditions.** Owners, for and on behalf of themselves, Owners' heirs, successors and assigns, covenant with Association, Association's successors and assigns as follows:
 - A. Owner covenants that if at any point in the future, an adjacent landowner develops the buildable zone of their canal space as described in the Association's governing documents in such a way

that Owner no longer has egress or ingress into the canal due to the addition of a vessel or any type of marine construction by the adjacent landowner, Owner will re-design and reconstruct, at Owner's sole cost, and subject to the approval of the Association ARC committee or other body as designated by the Association's governing documents, Owner's dock.

- B. Owner agrees to indemnify and hold harmless the Association, its officers, agents, and employees, for any claim, action, complaint, or suit arising out of granting a conditional approval for the dock.
- C. This Covenant Running with the Land does not set a precedent for future requests.

3. **Conflict.** In the event there is a conflict between the provisions of this Covenant and the Declaration, this Covenant shall control.

4. **Covenants Run With the Land.** This Covenant shall run with the title to the Homesite Lot and be binding upon, and the benefits thereof shall inure to the respective successors and assigns of the parties hereto.

5. **Miscellaneous.**

This Covenant shall be governed by, construed, and enforced in accordance with the Declaration and laws of the State of Florida. Venue for any action arising out of this Covenant shall be in Lee County, Florida.

This Covenant may be executed by each party to this Covenant upon a separate copy, and in such case any counterpart of this Covenant shall consist of enough of such copies to reflect the signature of all of the parties to this Covenant. This Covenant may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Covenant or its terms to produce or account for more than one of such counterparts.

In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of

this Covenant or any document or instrument contemplated by this Covenant, including reasonable attorney's, consultant's and expert fees and expenses actually incurred in connection therewith.

This Covenant is executed and shall be effective upon recording in the public records of Lee County, Florida.