

This instrument prepared by and after recording should be returned to:

Lotus Palm Homeowners Association, Inc.
Attn: Association President
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Vanessa M. Mount, Esq.

(Space Reserved for Clerk of Court)

LOTUS PALM REMOVAL AND INDEMNIFICATION AGREEMENT

WHEREAS, _____ is the fee simple owner (individually or collectively, the "Owner") of the following parcel of real property (the "Property") more particularly described as:

Lot _____ of the Plat of _____,
Plat Book _____, Page _____, Public Records of Palm Beach County, Florida

Property Address: _____

WHEREAS, the Property is governed by the terms, conditions and easements set forth in that certain Declaration of Covenants, Restrictions and Easements for Lotus Palm recorded in Official Records Book 34349, at Page 971 of the Public Records of Palm Beach County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, the Property is further governed by the Rules and Regulations enacted from time to time by Lotus Palm Homeowners Association, Inc. (the "Association"), as amended from time to time; and

WHEREAS, the Declaration and Rules and Regulations require the written approval of the Architectural Control Committee, which is comprised of members of the Association, prior to installing any improvements in, on, over or across any easement on the Property; and

WHEREAS, the Owner desires to install _____ on the Property (the "Structure"), which such Structure will encroach the Drainage Easement and/or Rear Yard Drainage Swale Easement on the Property (collectively, the "Easement") as reflected on the plans submitted by the Owner to the Association and attached hereto as "Exhibit A" and made a part hereof; and

WHEREAS, in consideration of the approval of the installation of the Structure, Owner, as a condition of such approval, is executing this Removal and Indemnification Agreement ("the Agreement").

Now, therefore, in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby covenants and agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein in their entirety.
2. The Structure shall only be installed by Owner as depicted on the plans set forth in "Exhibit A" (including, without limitation, location specified on Exhibit A). Except for fences, sod, artificial turf, mulch, landscaping rock, shrubs, hedges or generators approved in advance by the Association's Architectural Control Committee, no other structure or improvement shall be placed in the Easement.
3. The Owner shall remove the Structure from the Easement, at no expense to the Association and/or the beneficiaries or holders of the Easement, within fifteen (15) days of receipt of written notice addressed to the Owner or its successor in interest of the Property, notifying Owner that said Structure is or will impede the use of the Easement. Such written notice shall be delivered to the Owner at the Property Address set forth above. Owner and acknowledges and agrees that in the event Owner is required to remove the Structure, Owner shall remain solely responsible for the replacement and/or reinstallation of the Structure, including, without limitation the costs and expenses related thereto.
4. In the event that the Owner fails to remove the Structure or any part thereof located within the Easement within the fifteen (15) day period set forth above, the Association and/or the beneficiaries or holders of the Easement, may remove the Structure without further notice to Owner, and the Owner shall be responsible for the direct and indirect costs and expenses related to the removal, replacement and/or reinstallation of the Structure. The Association and/or beneficiaries or holders of the Easement may record, and such costs of removal shall be, a lien against the Property. Notwithstanding anything to the contrary, Owner and acknowledges and agrees that in the event of an emergency, the Structure may be removed without any prior notice to Owner and that in such event, Owner shall remain solely responsible for the removal, replacement and/or reinstallation of the Structure, including, without limitation the costs and expenses related thereto.
5. The Owner shall indemnify, defend and hold the Association and the beneficiaries or holders of the Easement harmless from and against any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and costs up to and including trial and through all appellate levels and whether or not a lawsuit is commenced) related to, arising out of and/or resulting from: (i) this Agreement, (ii) the placement of the Structure within the Easement, (iii) the installation, maintenance, removal and/or reinstallation of the Structure, (iv) any and all repairs, replacements and/or damage to the Structure, the Easement, the Home or the Lot arising and/or resulting from any required removal,

replacement and reinstallation of the Structure, and/or (v) any act or omission of the Owner, its agents, employees, contractors, licensees and invitees. The foregoing indemnification shall specifically include indemnification against any negligence on the part of the Association in allowing the Structure to be placed in the Easement and the manner permitted pursuant to this Agreement.

6. Neither the Association nor the beneficiaries or holders of the Easement shall be responsible to the Owner for damage to the Structure or any other improvements located in the Easement (including, without limitation, fences, sod, artificial turf, mulch, landscaping rock, shrubs, hedges or generators) and/or the Property caused or related to the utilization of the Easement, removal of the Structure and/or the reinstallation of the Structure in any location, including within the Easement.

7. The Association does not make any representations or warranties regarding Owner's ability to reinstall the Structure within the Easement if removed. Owner agrees and understands that Owner will need to seek written approval of the Association prior to reinstalling the Structure in, on, over or across the Easement, all in accordance with the Declaration.

8. It is agreed by the Owner and Owner's heirs, successors and assigns hereto that this Agreement will be recorded in the Official Records of Palm Beach County, Florida, and that this Agreement shall be a covenant running with the land and shall be binding on Owner and Owner's heirs, personal representatives, grantees, successors and assigns of Owner.

IN WITNESS WHEREOF, this Agreement has been signed by Owner on this ____ day of _____, 20__.

WITNESSES:

OWNER:

Signature
Print Name _____

By: _____
Print Name: _____

Signature
Print Name _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

WITNESSES:

OWNER:

Signature
Print Name _____

By: _____
Print Name: _____

Signature
Print Name _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires: