

**DOCKSIDE CONDOMINIUM OWNERS ASSOCIATION**  
**COVENANT TO ABIDE**

In accordance with the "DECLARATION OF DOCKSIDE CONDOMINIUM:, ARTICLE XVII, SECTION ELEVEN AND DOCKSIDE RULES AND REGULATION: SECTION H, H1 AND H3, THIS COVENANT TO ABIDE MUST BE EXECUTED PRIOR TO THE OCCUPANCY OF A UNIT AT DOCKSIDE CONDOMINIUMS BY ANYONE OTHER THAN THE OWNER OF THE UNIT. FAILURE TO DO SO WILL RENDER THE OCCUPANCY OF SAID UNIT A VIOLATION OF THE DECLARATION AND THE RULES OF DOCKSIDE CONDOMINIUM ASSOCIATION AND SUCH OCCUPANCY MAY BE TERMINATED BY THE DOCKSIDE CONDOMINIUM OWNERS ASSOCIATION.

THIS COVENANT TO ABIDE, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the parties of the first part, hereinafter called UNIT OWNER, and parties of the second part, hereinafter called OCCUPANT, and parties of the third part, DOCKSIDE CONDOMINIUM OWNERS ASSOCIATION, Inc. a Non-Stock Corporation, hereinafter called the ASSOCIATION.

1. WHEREAS, UNIT OWNER desires to:

Lease to OCCUPANT and OCCUPANT desires to lease from UNIT OWNER; or

Allow OCCUPANT to occupy and OCCUPANT desires to occupy a certain parcel of real property within the limits of Dockside Condominium, described as Unit \_\_\_\_\_: \_\_\_\_\_ address

2. WHEREAS, the term of the PROPOSED occupation shall commence the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ and extend for at least six months.

3. WHEREAS, this COVENANT TO ABIDE between the UNIT OWNER, OCCUPANT, and ASSOCIATION is made contemporaneously with the agreement between UNIT OWNER and OCCUPANT.

4. WHEREAS, this COVENANT TO ABIDE is not deemed to be a lease for any purposes between OCCUPANT and ASSOCIATION, or UNIT OWNER and ASSOCIATION, but is an agreement to allow the ASSOCIATION to enforce its rules and regulations against the OCCUPANT.

5. WHEREAS, this COVENANT TO ABIDE does not excuse the UNIT OWNER from any of the legal or financial obligations as set forth in the Declaration, Bylaws and the Rules and Regulations of the ASSOCIATION, for violations of the Association's rules or damages to the Association's property arising from the activities of the OCCUPANT.

**WITNESSETH:**

1. The OCCUPANT agrees and understands that the property shall be occupied and used as a single family residence in accordance with the Declaration, Bylaws, Rules and Regulations of the ASSOCIATION as currently enacted or as may be amended during the term of this agreement, all State and local laws and regulations including applicable building and zoning laws and regulations, and for no other purpose unless specifically agreed to by the UNIT OWNER and the ASSOCIATION in writing.

2. The OCCUPANT further agrees and understands that the OCCUPANT has been furnished, by the UNIT OWNER, a copy of the Rules and Regulations of the ASSOCIATION. OCCUPANT agrees that they have read and understand the same and that OCCUPANT'S conduct shall be governed by the same. OCCUPANT agrees and understands that the Rules and Regulations may be changed or amended at anytime by the Board of Directors of the ASSOCIATION and the OCCUPANT agrees to be bound by such changes or amendments, during the term of their occupancy.

3. The UNIT OWNER and/or OCCUPANT agree to be jointly and severally liable for any assessments charged against the Unit, arising from the conduct of the OCCUPANT. OCCUPANT understands and agrees that violations of Rules and Regulations, damages to Common Elements will result in assessments against the Unit.

4. The UNIT OWNER and OCCUPANT agree to assume responsibility and liability for guests at all times and require them to abide by the Association's Rules and Regulations. OCCUPANT and/or UNIT OWNER will indemnify and hold the ASSOCIATION harmless for any damages or expenses arising out of any act by Occupant's family, guests, or invitees.

5. The OCCUPANT and/or UNIT OWNER agree to deposit with the ASSOCIATION the sum of FIVE HUNDRED dollars (\$500.00), as security for the full and faithful performance of all the terms, covenants, and conditions of this COVENANT TO ABIDE. If there is a lease, then at the expiration of the term of the lease between the UNIT OWNER and OCCUPANT, or the expiration of any renewal thereof, the above security deposit will be returned to the UNIT OWNER and/or OCCUPANT as directed by the UNIT OWNER. If there is no lease, the security deposit will be returned to the OCCUPANT and/or UNIT OWNER, as directed by the UNIT OWNER, upon OCCUPANTS vacating the premises. However, it is further understood and agreed by the OCCUPANT and the UNIT OWNER that, prior to the return of the security deposit, the ASSOCIATION is authorized to charge any damages, assessments, or late feed resulting from

violations of this COVENANT TO ABIDE against the security deposit. The provisions of this paragraph shall not have the effect of precluding the ASSOCIATION from recovering other damages or assessments to which it may be entitled pursuant to law.

6. The UNIT OWNER and OCCUPANT agree to be jointly and severally liable for any assessments charged against the Unit, arising from the conduct of OCCUPANT's guests or invitees.

7. The OCCUPANT and UNIT OWNER agree that the ASSOCIATION can restrict or prohibit the use of any or all Common Elements, for:

a) Substantial, ongoing violations of the Rules and Regulations of the ASSOCIATION,

b) Unpaid, past due assessments of any nature, whether due from the UNIT OWNER or the OCCUPANT.

Further, UNIT OWNER and OCCUPANT agree to hold the ASSOCIATION harmless from damages or expenses occurring from the withholding of services or restrictions on use of the Common Elements.

8. The OCCUPANT and the UNIT OWNER agree that the ASSOCIATION may require the UNIT OWNER to take such legal action as may be required to remove the OCCUPANT from the property permanently as a result of substantial violations of Association's Rules and Regulations. Both the UNIT OWNER and the OCCUPANT agree to hold the ASSOCIATION harmless for loss or expenses resulting from such action.

9. The OCCUPANT agrees to hold harmless and defend the ASSOCIATION against any and all claims, including fines, suits, judgments, demands and any other actions of any kind, and from liability for injuries suffered by any person in and about the Association's property/premises, arising from the use of the property/premises during occupancy. OCCUPANT and/or UNIT OWNER agree to purchase insurance on the premises to protect the ASSOCIATION from any liability resulting from the negligence of OCCUPANT, or ASSOCIATION. Absent such insurance, OCCUPANT and UNIT OWNER alone shall be responsible for liabilities incurred and shall indemnify the ASSOCIATION for any damages including reasonable attorneys' fees resulting from any injury or cause of action.

10. SURVIVING LIABILITY: Termination of the COVENANT TO ABIDE, for any reason, shall not relieve OCCUPANT or UNIT OWNER, jointly or severally, from any liability arising or incurred during the term of this agreement and shall in no way impair any rights the ASSOCIATION has or may have had, against the OCCUPANT or UNIT OWNER.

11. UNIT OWNER and OCCUPANT agree that they will be jointly and severally liable for all attorneys' fees, costs, and expenses incurred by the ASSOCIATION for the enforcement of this COVENANT TO ABIDE.

12. This COVENANT TO ABIDE, together with the DECLARATION, BYLAWS, and RULES AND REGULATIONS of the ASSOCIATION, represents the full and complete understanding of the parties.

**IN WITNESS WHEREOF, the ASSOCIATION, UNIT OWNER, and OCCUPANT have duly executed and affixed their respective signatures and seals to this COVENANT TO ABIDE.**

DATE \_\_\_\_\_

\_\_\_\_\_  
Homeowner

DATE \_\_\_\_\_

\_\_\_\_\_  
Tenant