

AUTHORIZATION FOR ALTERATION

WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT page 1 of 2

Come now Eastwood Pines Association Inc., located in Pinellas County, Florida, and hereinafter referred to as the "association" and _____ hereinafter referred to as the "owner" for good and valuable consideration herein stipulated as received, do hereby agree that:

WHEREAS, the Association has a responsibility for maintenance and supervision of all common elements at the community known as Eastwood Pines Association Inc., and the owner, who owns unit ___ at said Association, which Unit Address is

_____, unit __, Clearwater, FL 33760, and which real property is located in Pinellas County, Florida, and is described as follows, to wit:

Address _____ of Eastwood Pines Association, Inc. O.R. Book _____, Page, of the Public Records of Pinellas County Florida.

Together with all its appurtenances according to the said Declaration of the Association

Subject, however, to all of the agreements, covenants, conditions, restrictions, reservations, limitations, easements, and provisions of said Declaration of Association

Is desirous of making alterations or modifications upon the Unit either interior or exterior, which may affect the common elements directly associated with the Condominium Unit; and

WHEREAS, SUCH ALTERATIONS CANNOT BE MADE WITHOUT THE APPROVAL AND CONSENT OF THE ASSOCIATION, and

WHEREAS, the Association has agreed to accept and approve said alteration, so long as there is no violation by Owner of the agreements, covenants, conditions, restrictions, reservations, limitations, easements, and provisions of the aforesaid declaration of condominium and amendments thereto.

WHEREAS, the Association does not wish to be held liable or financially responsible for any damages or maintenance resulting therefrom or necessitated thereby and the Owner desires to indemnify and hold harmless the Association from any such liability.

NOW, IT IS THEREFORE AGREED AND COVENANTED AS FOLLOWS:

1. Owner agrees to hold Association harmless for all damages, costs, injuries, etc., which may occur as a result, directly or indirectly, from said alterations.
2. Owner agrees to indemnify Association fully for and against all damages, injuries, claims, suits and costs, including attorneys' fees, which may occur as a result, directly or indirectly, from said alterations.
3. If Association is required to engage attorneys to enforce or protect the provisions of this Agreement, Owner shall be responsible for the payment of a reasonable attorney's fee to said attorneys for non-legal action and all legal action, including any appeals.

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- 4. Owner grants to Association, its agents and employees, the rights to enter Owner's Unit or yard in order to inspect the subject alterations during and subsequent to their completion.
- 5. This agreement shall be and is binding upon Owner, Owner's heirs, assigns, agents, devisees, and all subsequent purchaser or owners of the above-designated Unit, and each shall be bound by the terms herein.
- 6. This agreement may be recorded in the public records of Pinellas County, Florida, at Owner's expense.

7. **DESCRIPTION OF ALTERATION:**

- 8. Owner guarantees that such alterations will be done in a quality workmanlike manner.
- 9. Owner acknowledges and agrees that no alterations, changes, modifications, repairs, or other additions may be made in or to any of the common elements or limited common elements (i.e. patios, terraces, gardens, entry) without the prior written approval of the Association. Any drawings and/or specifications submitted and referred to herein will remain on file with the Association.

Dated this ____ day of _____, 20__
 Eastwood Pines Association, Inc.

Witnesses as to the Association:

SIGNATURE

WITNESS PRINT NAME

FOR THE ASSOCIATION

WITNESS TO THE OWNERS:

SIGNATURE

WITNESS PRINT NAME

OWNER SIGNATURE _____

STATE OF FLORIDA

COUNTY OF PINELLAS Instrument was acknowledged before the _____ day of _____

20__, by _____ NOTARY PUBLIC, STATE OF FLORIDA

Identification _____