

PART I COVENANT A

**DEVELOPMENT ORDER COVENANT OF UNIFIED CONTROL
WHERE OWNER IS AN INDIVIDUAL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as _____ and legally described in Exhibit I-A-1 attached hereto. (street address)

The property described herein is the subject of an application for a Development Order. We hereby designate _____ as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs, or their designee.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

1. The property will be developed and used in conformity with the approved development order including all conditions placed on the development and all commitments agreed to by the applicant in connection with the development order.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the development order, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by the City of Bonita Springs or their designee.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the development order will constitute a violation of the City of Bonita Springs Land Development Regulations.
4. All terms and conditions of the development order will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the development must be consistent with those terms and conditions.
5. So long as this covenant is in force, the City of Bonita Springs or their designee can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the development order, seek equitable relief as necessary to compel compliance. The City or their designee will not issue permits, certificates, or licenses to occupy or use any part of the development and may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the development order.

Signature

Typed or printed name

State of Florida, County of _____

The foregoing instrument was sworn to (or affirmed) and subscribe before me this _____(date) by _____ (name of person providing oath or affirmation) who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of person taking oath or affirmation

Name typed, printed, or stamped

Title or Rank

Serial number, if any

PART I COVENANT B

**DEVELOPMENT ORDER COVENANT OF UNIFIED CONTROL
WHERE THE OWNER IS A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.),
LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as _____ and legally described in Exhibit I-A-1 attached hereto. (street address)

The property described herein is the subject of an application for a Development Order. We hereby designate _____ as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs or their designee.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

1. The property will be developed and used in conformity with the approved development order including all conditions placed on the development and all commitments agreed to by the applicant in connection with the development order.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the development order, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by the City of Bonita Springs or their designee.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the development order will constitute a violation of the City of Bonita Springs Land Development Regulations.
4. All terms and conditions of the development order will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the development must be consistent with those terms and conditions.
5. So long as this covenant is in force, the City of Bonita Springs or their designee can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the development order, seek equitable relief as necessary to compel compliance. The City of Bonita Springs or their designee, will not issue permits, certificates, or licenses to occupy or use any part of the development and may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the development order.

Name of Entity (corporation, partnership, LLP, LC, etc)

Signature

Typed or printed name

(Title of signatory)

State of Florida, County of _____

The foregoing instrument was sworn to (or affirmed) and subscribe before me this _____ (date) by _____ (name of person providing oath or affirmation) who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of person taking oath or affirmation

Name typed, printed, or stamped

Title or Rank

Serial number, if any

***Notes:**

- *If the owner is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the owner is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the owner is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the owner is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the owner is a trustee, then they must include their title of "trustee."*
- *In each instance, first determine the owner's status, e.g., individual, corporation, trust, partnership, estate, etc., and then use the appropriate format for that ownership.*