

# Village Plaza Condominium Association, Inc.

3555 Hispania Place  
Sarasota, FL 34232

## AGREEMENT AND COVENANT TO RUN WITH THE LAND

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by Village Plaza Condominium Association, Inc., a Florida not-for-profit corporation (Association), and \_\_\_\_\_, (Owner), being the record title holder of Unit No. \_\_\_\_\_, Village Plaza Condominium, Section \_\_\_\_\_ (“Condominium”) according to the Declaration of Condominium (“Declaration”) thereof, as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, et seq. of the Public Records of Sarasota County, Florida, as amended, (Unit);

WHEREAS, Association is responsible for the operation and administration of the Condominium and is the statutory agent of all owners of units in the Condominium for purposes of settling and compromising disputes affecting matters of common interest, and

WHEREAS, Association has the irrevocable right of access to the Unit when necessary for the maintenance, repair and replacement of the portions of the Condominium for which it is the responsible, and wishes to protect and preserve that right, and

WHEREAS, Owner has requested permission from the Association to modify the condominium property by the installation of a tubular skylight(s) (hereinafter the “improvements”), as more fully shown in the plans submitted to the Association, and

WHEREAS, Association has requested Owner to execute, deliver and agree to the terms of this Agreement as a condition precedent to the granting of said permission.

NOW THEREFORE, in consideration of the permission and approval by Association to allow Owner to install, use and maintain the Improvements, and for other good and valuable considerations, Owner and Association do hereby covenant and agree as follows:

- 1) Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and use of the Improvements. Owner will hire a properly licensed contractor and ensure that contractor has adequate liability and workers’ compensation insurance coverage.
- 2) Owner assumes all responsibility for obtaining necessary permits and otherwise complying with all other governmental regulations and procedures for the installation, maintenance and use of Improvements.
- 3) Owner agrees to maintain the Improvements in a first-class manner. If Owner fails to maintain the Improvements as required herein, after written notice from Association, Association shall have the right to perform or have performed the required maintenance or repair work. Owner will be responsible for all costs thus incurred.
- 4) Owner agrees to indemnify, defend and hold harmless Association and its officers, directors, agents employees and members from any claims, actions, costs or expenses whatsoever, including but not limited to attorneys’ fees, arising out of or because of the installation, use, or maintenance of the Improvements.
- 5) Owner agrees that as security for the payment to Association of any costs or expenses owed by the Owner to Association pursuant to applicable law and/or this Agreement, Association shall have a lien on the Owner’s Unit and the right to foreclose the lien in the same manner as an assessment lien on Owner’s Unit together with interest at the maximum rate as allowed by law.

- 6) Owner agrees to be responsible for any damage to the condominium property and personal injury or death caused as by the installation, use or maintenance of the Improvements, including but not limited to roof leaks or damage resulting from the installation of a skylight through the roof and structural damage to the Unit or other condominium property.
- 7) Owner agrees to be responsible for all costs of removal, storage and reinstallation of the Improvements or any portion thereof, if necessary to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration of Condominium and Chapter 718, Florida Statutes.
- 8) The Board of Directors of the Association hereby approves the installation of the Improvements subject to the terms and conditions of this Agreement.
- 9) The losing party shall be responsible for the payment of reasonable attorneys' fees and costs incurred by the prevailing party in enforcing any provisions of this Agreement.
- 10) This agreement shall be binding upon the heirs, successors in interest and assigns of Owner and Association and shall be a covenant running with the land, equitable servitude, contractual obligation and a condition implied in any conveyance or other instrument affecting title of the Unit. Further, this Agreement is expressly understood to be entered into for the benefit of the Owner, Association and its members and shall be enforceable by any or all of the parties for whose benefit it runs.
- 11) Notwithstanding anything herein to the contrary, it is expressly provided that this Agreement may be modified or rescinded by the Owner and an authorized representative of the Board of Directors of the Association, if a document to that effect is executed and recorded in the public records. The intent of this provision is to allow a modification or rescission without the joinder and consent of any other party who may be affected hereby, including but not limited to owners of other units at the Condominium.
- 12) If Owner, or their successors and assigns voluntarily remove the Improvements permitted hereunder to the satisfaction of the Board of Directors of the Association, upon request of the Owner, the Association shall be obligated to enter into a document to rescind this Covenant, which may thereafter be recorded in the public records at the expense of the Owner.

IN WITNESS WHEREOF, Owner and Association have caused this Agreement to be executed and signed the day and year first set forth above.

\_\_\_\_\_  
 Owner  
 \_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 President  
 Village Plaza Condominium Association, Inc.

\_\_\_\_\_  
 Witness  
 \_\_\_\_\_  
 Print Name

STATE OF FLORIDA, COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 By \_\_\_\_\_ as \_\_\_\_\_  
 of Village Plaza Condominium Association, Inc., a Florida not-for profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_