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**MAINTENANCE AND INDEMNITY AGREEMENT
PURSUANT TO NORMANDY BY THE SEA COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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AGREEMENT made this _____ day of _____ 20____, between NORMANDY BY THE SEA COMMUNITY ASSOCIATION, a California Nonprofit Mutual Benefit Corporation, hereinafter called the (“ASSOCIATION”), and, _____ hereinafter called the (“OWNER”).

WITNESSETH:

WHEREAS, the ASSOCIATION has been assigned and delegated the powers of administering and enforcing the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions (San Diego County Recorder's Office No. _____), for the project commonly known as NORMANDY BY THE SEA;

WHEREAS, the OWNER is the present record owner of a condominium unit at _____, more particularly described as _____;

WHEREAS, the OWNER has proposed to construct an improvement on or about said unit.

NOW THEREFORE, in consideration of the promises and terms hereof, the parties hereby agree as follows:

1. Pursuant to the Declarations of Restrictions, By-Laws and Rules and Regulations applicable to the condominium, the OWNER desires to secure the approval of the

Board of Directors of the ASSOCIATION for the contemplated construction as described below:

The OWNER plans to install/modify _____ as depicted in his/her architectural application dated _____, 20____, to the ASSOCIATION, which is on file with the ASSOCIATION and expressly incorporated herein by this reference.

2. The OWNER, on behalf of his/her/their heirs, guardians, executors, devisees, administrators, lessees, tenants, invitees, guests, encumbrances, donees, grantees, mortgagees, licensors and assignees, hereby agrees to maintain and make necessary repairs to said improvement. The OWNER further agrees to be responsible for obtaining or failing to obtain, any necessary licenses and permits and for complying or failing to comply, with any applicable Federal, State, County and Municipal laws, codes and regulations in connection with the construction of the subject improvement.
3. The Board of Directors has approved the construction, conditioned in part upon the receipt of this Maintenance and Indemnification Agreement from the OWNER.
4. Based upon the foregoing facts, the OWNER agrees as follows:
 - (a) The OWNER shall defend, indemnify and hold harmless the ASSOCIATION, its Directors, Officers and Agents from any liabilities, claims, demands or legal action of any kind, including but not limited to property damage and/or personal injury, which arises out of or relates in any manner to the construction, maintenance and/or use of the subject improvement for so long as the improvement continues to exist.
 - (b) The OWNER further agrees and acknowledges that by approval of the

construction, the ASSOCIATION has no responsibility or liability for maintenance or repair of such construction at any time, and that the OWNER shall have full responsibility and liability for the proper maintenance and repair of the construction at all times during and after its completion.

- (c) The OWNER SHALL be responsible for the quality and frequency of said maintenance. The ASSOCIATION through its Board of Directors and Architectural Control Committee shall have the power to tell the OWNER to undertake repairs if in their opinion same is required. In the event the OWNER receives written request from the Board of Directors, or its Agents, to perform repairs or maintenance, such work must be completed within ten (10) days of receipt of such request. The ASSOCIATION shall have the right, but not the obligation, to perform maintenance or repairs if the OWNER fails to do so on his/her own, and any such costs shall become a special/reimbursement assessment against the unit Owner pursuant to the Declaration of Restrictions.
- (d) This Maintenance Agreement shall also extend to those portions of the structure that are the responsibility of the ASSOCIATION if said structure is used to support the improvement described in this Agreement and in particular, the roof.
- (e) This Agreement may be amended only by a writing signed by all parties. In the event that any party to this Agreement shall be required to commence any action against any other party by reason of any breach of any provision of

this Agreement, or to seek a judicial declaration of rights hereunder, the party prevailing in such action shall be entitled to recover from the other party the prevailing party's actual attorney's fees and costs, whether or not the proceeding or action proceeds to judgment. Compliance with California Civil Code § 1354 shall be a condition precedent to initiating any lawsuit under this Agreement.

5. This document shall be recorded and is intended to be appurtenant to legal title or any transfer of legal title. OWNER agrees to fully disclose this AGREEMENT to all subsequent purchasers and/or transferees.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date above first written.

OWNER(s)

By: _____ Date: _____

NORMANDY BY THE SEA COMMUNITY ASSOCIATION,
a California Nonprofit Mutual Benefit Corporation

By: _____ Date: _____

Its: _____

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On _____, before me _____, Notary Public, personally appeared _____(personally known to me) (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On _____, before me _____, Notary Public, personally appeared _____(personally known to me) (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(seal)
