

Recording Request By and

When Recorded Return To:
Board of Directors
Vista Park Villas Condo Assn
c/o HOA SERVICES
P.O. Box 462578
Escondido, CA 92046-2578

MAINTENANCE AND INDEMNITY AGREEMENT

This Agreement is made this _____ day of _____, _____, by and between the
VISTA PARK VILLAS CONDOMINIUM ASSOCIATION ("Association") and
_____ (collectively referred to herein as "Owner").

A. Owner is the record owner of real property situated in the City of Vista, County of San Diego, State of California, with an address of _____, an assessor's parcel number of (APN) _____ and more particularly described as:

PARCEL 1:

UNIT _____ AS SHOWN AND DEFINED IN THAT CERTAIN DECLARATION OF RESTRICTIONS AND ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR "VISTA PARK VILLAS" RECORDED JUNE 18, 1974, AS FILE NO. 74-161781 OF OFFICIAL RECORDS, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 7537, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY ON JANUARY 31, 1973.

PARCEL 2:

AN UNDIVIDED 1/8 INTEREST IN AND TO THE COMMON AREA AS DEFINED IN THE DECLARATION REFERRED TO IN PARCEL 1 ABOVE AND ANNEXATIONS THEREOF.

B. Owner proposes to _____

_____. Owner shall assume and maintain, at Owner's expense, the ongoing and maintenance responsibility of the Improvement. Owner is willing to undertake and indemnify Association with respect to all financial responsibility for the maintenance, repair and liability associated with said Improvement. It is not the intent of this Agreement to transfer any portion of the common area to Owner or to limit the rights of any other owner within the project to any portion of the Common Area.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1) Owner agrees:

(a) The Improvement will be installed by a contractor licensed and bonded in the State of California to perform such work, (if required), and proof of such license and bond will be provided to Association prior to work commencing;

(b) The Contractor (if required) chosen by Owner to install Improvements carries liability insurance issued by an insurer reasonably acceptable to the Association with coverage limits of at least One Million Dollars (\$1,000,000); the Association and HOA Services shall be additional insureds under the policy at no cost to the Association, and proof of such insurance will be provided to Association before commencement of the work:

(c) If a building permit is required for the Improvement, Owner shall provide a copy of the building permit before commencement of the work.

(d) To maintain and repair, in good and attractive condition, in accordance with the governing documents of Association and such rules and regulations as may be adopted from time to time by the Board of Directors, at Owner's sole cost, the Improvement.

(e) Owner shall be responsible for all damage to the Common Area of Association caused by Owner's installation, maintenance or failure to maintain the Improvement.

(f) Owner agrees to defend, indemnify and hold the Association and its officers, directors and members free and harmless from all liens, claims, damages and liability of every nature and kind in connection with claims, injury, loss or damage to person or property caused by or arising from the installation and/or maintenance or failure to maintain said Improvement. This indemnity obligation shall extend to the costs of repairing any property damage to a common area or to property of other owners within the development caused, in whole or in part, by the installation and/or maintenance of Owner's Improvements, or any of them, whether such damage shall occur during installation of the Improvement or at any future time.

(g) Owner shall reimburse the Association for its attorney fees incurred in connection with Owner's Improvement in the amount of \$_____ on or before _____. This payment shall be a condition precedent to the Association's duty to approve Owner's Improvement.

2) This Agreement shall inure to and be binding upon the successors and assigns of said Owner's Unit and to the successors and assigns of the Association. Owner agrees to notify any prospective tenant or purchaser of Owner's Unit of the terms and conditions of this Agreement and to remain responsible under this Agreement until and unless assumed by a successor owner of the Unit.

3) This Agreement shall not be construed as an approval by the Association for any additional construction of Improvements by Owner. Association reserves the right to repair or remove any improvements from the Common Area should the improvements fall into disrepair and or pose a threat to persons or property and Owner fails to remedy the situation after 10 days written notice thereof.

4) Prior to filing a lawsuit, the parties shall first attempt to resolve any disagreements over the interpretation of this Agreement through mediation following the procedures set forth in California Civil Code section 5925 et seq.

The parties have executed this Agreement on the date and year first set above.

“Owner”

“Association”

**VISTA PARK VILLAS
CONDOMINIUM ASSOCIATION**

By: _____
Signature
Its: _____
Title

Printed Name

State of California }
County of San Diego }

On _____, 2018 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

State of California }
County of San Diego }

On _____, 2018 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

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