

MAINTENANCE AND LIABILITY AGREEMENT

This Maintenance and Liability Agreement (“Agreement”) is entered into this ____day of _____, 20 __, between the Owner(s) _____, (hereinafter “Owner”), and Sun Lakes Villas Association No. 37, Inc. (hereinafter “Association”).

_____ is the record owner of Lot _____, Sun Lakes Unit Thirty-Seven, according to the Amended and Restated Declaration of Annexation and of Covenants, Conditions and Restrictions, recorded at Document No. 2003-0900076. The above mentioned property’s address is _____, Sun Lakes, AZ 85248.

The Architectural and Landscape Committee approved the installation of _____ onto the Owner(s) _____ in accordance with Section II, Subsection _____ of the Architectural & Landscaping Guidelines.

1. Owner agrees to indemnify and hold the Association, its officers, agents, and employees harmless from any and all liability, loss, or damage that may be caused by _____ installation, including but not limited to damage to person, real property, or personal property. Owner additionally agrees to indemnify the Association, its officers, agents, and employees for any damage caused by the installation of _____ on the _____ surface as a result of an act of God, such as wind, flood, lightening, etc.
2. Notwithstanding any obligation imposed upon the Association for exterior maintenance, repairs or replacement (collectively “Maintenance”) pursuant to any recorded covenants, conditions and restrictions on Lot ____, Owner accepts full responsibility for all future Maintenance of the _____ and agrees to perform any Maintenance deemed necessary by the Association, in the Association’s sole and absolute discretion of need for Maintenance, within fifteen (15) days of demand. The Association will provide the demand by regular US Mail to the property address.

3. Owner understands and agrees that failure to comply with any provision of this Agreement shall constitute a default hereunder permitting the Association to demand the _____ be maintained or to maintain the _____ on behalf of Owner, at Owner's expense without being deemed guilty of trespass. Pursuant to Section 11(b) of the Amended and Restated Declaration, In the event of any violation or threatened violation of any restrictions, conditions or agreements, the Association may bring an action at law or in equity, for an injunction, damages or such other remedy as may be available. If the Association is awarded a judgment against any person for a violation, the prevailing party shall be entitled to its reasonable attorneys fees' and court costs.
4. Owner understands and agrees that this Agreement is in addition to the Association's community documents governing the use of Owner's property as identified above and only supersedes the maintenance provisions within the Association's governing documents with regard to the specific maintenance obligations covered by this Agreement. As such, Owner is responsible to Maintain the _____ in compliance with number 3 above.
5. Owner understands and agrees that the obligations imposed by this Agreement will be binding upon Owner and Owner's heirs, successors, assignees, and future purchasers of Lot _____ and this Agreement may be recorded to protect the Association's interests.

OWNER HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS MAINTENANCE AND LIABILITY AGREEMENT.

Association

By: _____ Date: _____
 Print Name: _____ Its: _____

On this _____ day of _____, 201____, before me, the undersigned Notary Public in and for Maricopa County, Arizona, personally appeared _____ who acknowledged that he/she is the _____ for Sun Lakes Villas Association No. 37, Inc., and being authorized to do so, subscribed and swore to the statements contained in the notice.

 Notary Public

My Commission Expires:

Owner

By: _____

Date: _____

Print Name: _____

Its: _____

On this _____ day of _____, 201____, before me, the undersigned Notary Public in and for Maricopa County, Arizona, personally appeared _____, who acknowledged that he/she is the Owner of Lot _____, Sun Lakes Unit Thirty-Seven and being authorized to do so, subscribed and swore to the statements contained in the notice.

Notary Public

My Commission Expires:
