

RECORDED AT REQUEST OF:

WHEN RECORDED, MAIL TO:  
Robert L. Scheaffer, CMCA, AMS, LSM, PCAM  
General Manager  
Leisure Village Association, Inc.  
200 Leisure Village Drive  
Camarillo, CA 93012

Space above this line for recorder's use only

**AGREEMENT AND COVENANT TO INDEMNIFY ASSOCIATION**

The parties to this covenant are LEISURE VILLAGE ASSOCIATION, INC. (the "Association") and \_\_\_\_\_ ("Owner(s)"), as owner of the real property located at \_\_\_\_\_, Camarillo, Ventura County, California, 93012, ("Unit"), more particularly described as:

Lot \_\_\_\_ of Tract No. \_\_\_\_\_, in the City of Camarillo, County of Ventura, State of California, as per map recorded in Book \_\_\_\_ page(s) \_\_\_\_\_ of Maps, in the Office of the County Recorder of Ventura County, as more particularly described in "Exhibit A" attached hereto and made a part hereof.

WHEREAS, Leisure Village at Pleasant Valley is a planned residential development (the "Project") and the Association is the governing body responsible for management, maintenance and administration of the Project under the Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded July 26, 2006, as Document No. 20060726-0157682 in the office of the Ventura County Recorder, as may be amended; and

WHEREAS, the Association is responsible for enforcing the applicable provisions of the Declaration, the governing documents and other instruments for the ownership, management and control of the Project; and

WHEREAS, the Declaration provides that the Association is responsible for, among other things, maintenance of exterior components on Owners' Dwelling Unit and that Owners are responsible for maintenance of his or her Dwelling Unit, including the structure, walls, windows, glass, ceiling, floors, foundation, fixtures and appurtenances thereto; and

WHEREAS, Owners desire to \_\_\_\_\_ (the "Improvement") within their Unit, their Exclusive Use Common Area or the Common Area as applicable, as more particularly described in "Exhibit B" attached hereto and made a part hereof, and which includes the following components and/or construction:

\_\_\_\_\_

NOW, THEREFORE, the parties hereby agree and covenant, for themselves, their successors and assigns, as follows:

1. In consideration for the Association granting approval to Owners to install the Improvement within their Unit, their Exclusive Use Common Area or the Common Area, as applicable, Owners agree to maintain the Improvement and associated components in good repair at their own expense. Should Owners fail to maintain the Improvement and associated components in good repair, the Association may, but is not obligated to, maintain and repair said Improvement and associated components and Owners hereby agree to reimburse the Association for all expenses incurred by the Association for such maintenance and repair.

2. Owners agree to pay all costs incurred in remedying any damage caused by Owners' installation of the Improvement or by Owners' failure to maintain the Improvement and associated components in good repair, and any resulting damages, including but not limited to injury, damage, or loss to any Unit or Common Area property, or any other persons or property, and to pay the costs necessary to reconstruct any Units, their Exclusive Use Common Area or the Common Area so damaged.

3. Owners further agree to indemnify, defend, and hold harmless the Association and its officers, directors, agents and attorneys for all costs, including but not limited to, reasonable attorneys' fees, in connection with any and all claims and actions whatsoever arising out of the installation and use of such Improvement (or the Board's approval of same), and/or damages and resulting damages caused by the Improvement, or to enforce the terms of this Covenant.

4. Nothing contained herein shall in any way constitute a release from any of the covenants, conditions, and restrictions contained in the Declaration. This instrument only concerns installation of the Improvement within the Owners' Unit, their Exclusive Use Common Area or the Common Area, and shall not be interpreted or construed to affect any other rights, powers, duties, burdens or obligations of the parties hereto.

5. It is the intention of the parties to this covenant that this agreement and the covenants contained herein shall run with the land and shall be binding on and for the benefit of the property described above and all parties having or acquiring any right, title or interest in said property or any part thereof.

6. If any party hereto brings an action against the other by reason of any breach or default of any of the provisions of this agreement, the prevailing party in such action shall be entitled to recover from the other party all costs and expenses of litigation, including reasonable attorneys' fees and costs.

7. This agreement constitutes the final expression of the parties' entire, integrated agreement with respect to the Owners' installation of the Improvement. There are no other representations, warranties, agreements, arrangements or undertakings, written or oral, between or among the parties hereto that relate to the subject matter of this agreement which are not fully expressed herein.

**LEISURE VILLAGE ASSOCIATION, INC.**

Date: \_\_\_\_\_

By: Beverly E. Vandermeulen, President

Date: \_\_\_\_\_

By: Robert D. Bueling, Vice President

**OWNER(S)**

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

A notary public or other officer completing this Certificate verifies only the identity of the Individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal above