

MARIPOSA OF MISSION PACIFIC PROPERTY OWNERS ASSOCIATION

REMOVABLE INSTRUCTIONS FOR ROOFTOP SATELLITE DISH INSTALLATION AGREEMENT

These instructions are for your assistance with the completion of the attached, “Maintenance and Indemnity Agreement”, which is required in the event you choose to install a rooftop-mounted satellite dish antenna. The agreement allows you to take responsibility for the quality of your installation and the results of any errors or damage caused by the antenna. The agreement is binding upon you, and upon anyone you sell your home to.

Since the agreement must be recorded with the San Diego County Recorder, it’s important that you fill it out carefully. The Association will help you with that, so here’s what to do:

1. Read the entire agreement, and review it with your legal counsel if you have any questions.
2. You don’t have to fill in the blank for the Assessor’s Parcel Number. We’ll do that after you turn in the form.
- 3.
4. Clearly and cleanly PRINT the date you sign the document on the lines provided in the first paragraph.
5. Clearly and cleanly PRINT the legal names of each Owner of your home on the line provided in the first paragraph.
6. Clearly and cleanly PRINT the address of your home in Mariposa on the line in Recitals Paragraph A. Don’t worry about the legal description mentioned in that paragraph: the Association will have it produced by a title company or from property records.
7. Each Owner of your property must sign the Agreement and you must do it with a Notary. Notary Publics are available at many banks or can be found in the yellow pages. You should expect to pay the Notary a fee ranging from \$10 to \$30 for this document, and this expense is yours.
8. Return the completed, and Notarized document to Prescott Management.
9. After the document has been recorded, we’ll send you a copy for your records.

Thank you!

RECORDING REQUESTED BY:)
Mariposa of Mission Pacific)
Owners Association)
)
WHEN RECORDED MAIL TO:)
)
The Basil Law Firm)
Attn.: Erik R. Basil, Esq.)
3170 Fourth Ave., Suite 400)
San Diego, CA 92103)

Assessors Parcel No(s). _____

MAINTENANCE AND INDEMNITY AGREEMENT
BETWEEN

AND
MARIPOSA OF MISSION PACIFIC PROPERTY OWNERS ASSOCIATION
REGARDING ROOFTOP SATELLITE DISH

This agreement is hereby made this _____ day of _____, 200__, for purposes of reference only, and is effective as of the date last executed by the parties, between

(hereinafter referred to as "Owner"), and the Mariposa of Mission Pacific Property Owners Association (hereinafter referred to as "Association"). Owner and Association are sometimes hereinafter collectively referred to as the "Parties".

RECITALS

A. Property and Ownership: Owner is the owner of property commonly known as

_____,
which is located within the Association, and identified by the San Diego County Tax Assessor as the parcel number shown in the upper left hand corner of this page, the legal description of which is more fully set forth as **Exhibit A**, attached hereto. Said property is part of a common interest subdivision controlled and maintained by Association. Collectively, Owner's unit and its interest in the common area shall hereinafter referred to as "The Property".

B. Proposed Modification of The Property: Owner proposes to install and maintain a rooftop-mounted satellite antenna.

C. Purpose of this Agreement: The Parties have come together for the purposes of forming this agreement that Owner, on behalf of itself and its successors in interest, accepts responsibility for maintenance and repair of the modifications approved and installed upon the roof and agrees to indemnify and defend Association for the expense of repairs not completed by Owner, damages caused to the common area and or roof(s) by the modifications and/or claims by third parties for

injuries caused by the modifications. Owner's agreement is in exchange for Association's grant of permission to install a rooftop satellite dish antenna.

COVENANTS

Now, Therefore, in consideration of their mutual promises, the Parties hereby agree as follows:

1. Indemnification and Maintenance by Owner.

1.A. Owner on behalf of itself, successors in interest, assigns, heirs and co-owners, if any, agrees to indemnify, defend and hold the Association, and/or its employees, agents, directors, officers and counsel, harmless from all liability resulting from the installation and existence of the rooftop mounted satellite dish and all related wiring, cables and accoutrements, and/or any failure of Owner to properly discharge Owner's Maintenance Responsibility.

1.B. Any and all costs related to the construction, repair, maintenance and/or removal (if applicable) shall be borne solely by Owner.

1.C. Owner and Association agree that, in the event the satellite dish antenna is not properly maintained or must be removed, the Association shall notify Owner of said breach and allow thirty (30) days for Owner to comply. Thereafter, if Owner has not complied, Association shall have the right to effect repairs or removal at the joint and several expense of Owner or to compel performance of this agreement by Owner. Any replacement shall be at the sole expense of Owner.

2. Power to Enforce this Agreement: the Parties hereby agree that, in the event a lawsuit is filed by Association to enforce the terms of this agreement, the prevailing party shall be entitled to a reasonable sum for attorneys' fees.

3. General Provisions of This Agreement.

3.A. The burden of the covenants herein contained to be performed by Owner is for the benefit of interests in land owned by Owner. The burden of such covenants touch and concern the Property. It is the intent of the parties, and the parties hereby agree, that these covenants shall be binding upon both Owner and upon all successors, heirs, transferees and assigns of Owner and that said these covenants run with the ownership of the property which it burdens.

3.B. Owner indemnifies and holds harmless Association from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action resulting from any construction performed under or otherwise related to performance of this Agreement.

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3.C. Owner and Association represent that the individuals signing this Agreement have full right and authority to bind their respective Parties to this Agreement.

3.D. It is the intent of the Parties that this Agreement, in addition to constituting a binding agreement "running with the land" shall be binding on and inure to the benefit of the respective Parties and their respective heirs, legal representatives, successors, and assigns. A copy of this Agreement shall be recorded in the office of the County Recorder upon execution.

4.E. The captions and headings in this Agreement are solely for purposes of convenience, are not part of this Agreement, and may not be used to interpret this Agreement.

4.F. This Agreement supersedes any prior agreement and contains the entire agreement of the Parties on the matters covered. No other agreement, statement or promise made by any Party or by any employee, officer or agent of any Party that is not in writing and signed by all Parties shall be binding.

4.G. This Agreement contains the sole and entire agreement between the Parties and can be modified or amended only in writing. This Agreement supersedes and takes the place of all other agreements, oral or written, between the Parties, and neither Party is relying upon any representations or promises not expressly contained herein.

4.H. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by him of any other covenant, condition or promise. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to remedy any purported breach.

Signatures of all Owners:

(Signature)

Date

(Signature)

Date

(Each Owner's signature must be notarized)

MAINTENANCE AND INDEMNITY AGREEMENT BETWEEN OWNER AND MARIPOSA OF MISSION PACIFIC OWNERS ASSOCIATION

Signatures of Authorized Member(s) of the Board of Directors, for Mariposa at Mission Pacific Owners Association:

(Signature)

Date

(Signature)

Date

(Each signature must be notarized)