

# INDIAN PEAKS #15 HOA

c/o FOSTER MANAGEMENT CO.  
P O BOX 6125  
LONGMONT, CO. 80501

PHONE: 303-532-4148

FAX: 888-697-8805

---

## APPROVAL OF PROPOSED IMPROVEMENTS, MAINTENANCE AND INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (“Owner”) whose address is \_\_\_\_\_ and Indian Peaks # 15 Homeowners Association (“Association”) whose address is c/o Greenbriar Management Co, P O Box 1718, Longmont, Co. 80502.

### RECITALS

(a) The Association is the Association named and referred to in the Declaration of Covenants, Conditions and Restrictions for Indian Peaks Filing No. 15, recorded on Jan. 16, 2001, at Reception No. 2110645 of the records of the Clerk and Recorder of Boulder County, Colorado, as may be amended (“Declaration”).

(b) Owner is the owner of the property commonly known as: \_\_\_\_\_ Lafayette, Co. 80026.

(c) The Owner has recently requested in his application for Architectural Review of Exterior Change that the Association allow installation of photovoltaic solar panels on the roof of his townhome. (The entirety of this request is referred to herein as the “photovoltaic solar system.”) This photovoltaic solar system is to be installed by the Owner and Association approval is contingent upon execution of this Agreement.

(d) The Association has expressed concern that the installation of the proposed photovoltaic solar system may cause additional maintenance, risk and liability for the Association.

(e) The Owner desires to protect and hold harmless the Association from all claims, damages, risks or liability associated with, reasonably necessary, incurred or required by virtue of the owners installation of the proposed photovoltaic solar system and any other modifications the Owner may make to the property in conjunction with such installation.

(f) The parties desire to amicably resolve between themselves all matters relating to the proposed photovoltaic solar system of the Owner and any other modification the Owner may make to the property in conjunction with the proposed photovoltaic solar system.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Proposed Improvements. Subject to the terms of this Agreement, the Association approves the Owner’s request to install the photovoltaic solar system on the roof of his townhome.

2. Structural Integrity. The Owner warrants and represents that the photovoltaic solar system, as it is installed, and when installed, will not affect the structural integrity of the roof and that the proposed photovoltaic solar system will comply with the requirements of all applicable building codes, the manufacturer's installation standards and will not interfere with any plumbing or heating vent located on the roof.
3. Maintenance, Repairs and Replacement. The Association agrees to maintain the roof pursuant to the terms of the Declaration, so as to preserve and protect the value of the Association. In the event it is necessary to remove the photovoltaic solar system to facilitate the repair or replacement of the roof, upon the Association providing reasonable notice to the Owner in writing of the necessity to remove the photovoltaic solar system, the Owner shall, at his sole expense, secure the removal of the photovoltaic solar system by a qualified professional within a reasonable period of time. Upon the Association completing the repairs to or replacement of the roof, the Owner agrees, at his sole expense to have the photovoltaic solar system replaced on the roof by a qualified professional.

The Owner, at his sole expense, agrees to perform any structural repairs to the roof as needed which result from the installation, placement, replacement or existence of the photovoltaic solar system on the roof.

The Owner agrees, at his sole expense, to maintain, repair or replace the photovoltaic solar system as deemed necessary by the Association from time to time to preserve or protect the value of the Association. The Owner further agrees that under no circumstances shall the photovoltaic solar system be or ever become part of the common elements of the Association.

4. Insurance. Owner agrees that the Association will not be responsible for any damage or injury whatsoever to person or property, including but not limited to, any units adjacent to the photovoltaic solar system that may occur as a result of the installation, placement, removal or existence of the photovoltaic solar system on the roof. Owner further covenants and agrees to maintain any and all insurance necessary to cover any damage or injury whatsoever to any person or property that may result from the installation, placement, removal or existence of the photovoltaic solar system on the roof.

Owner agrees that prior to the installation or removal of the photovoltaic solar system from the roof of the unit, the Owner will ensure that the qualified professional responsible for the installation or removal will secure liability insurance, and name the Association as an additional insured, in an amount that equals or exceeds \$2,000,000.

Owner shall be responsible for obtaining any and all insurance necessary to insure the photovoltaic solar system against damage or loss. Under no circumstance, including any damage or loss resulting from the removal or replacement of the photovoltaic solar system pursuant to Paragraph 3 of this Agreement, shall the Association be responsible for insuring, compensating or indemnifying the Owner for any damage or loss caused by any reason whatsoever to the photovoltaic solar system.

5. Building Permit. Should a building permit be required for the installation of the photovoltaic solar system, the Owner agrees to seek and obtain a building permit from the appropriate governmental offices prior to installation of the photovoltaic solar system.
6. Indemnification. The Owner agrees to and shall indemnify and hold harmless the Association of and from any and all liability, loss, damage, (including reasonable attorney's fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, against the Association or which the Association may suffer as a result of or in any way related to the installation, placement, removal or existence of the photovoltaic solar system on the roof and any other modification associated therewith as may be made by the Owner.
7. Release. The Owner hereby releases and forever discharges the Association and by these presents does, for themselves, their successors and assigns, officers, directors, shareholders, and agents, demise, release and forever discharge the Association, its successors and assigns of and from any and all liability, loss, damage, (including reasonable attorney's fees) or claim and loss whatsoever, in law or equity, against the Association that Owner ever had, now has, or which its successors and assigns, officers, directors, shareholders and agents hereinafter can, shall or may have, for, upon or by reason of, any matter, cause or things whatsoever, relating to the installation, placement, removal or existence of the photovoltaic solar system on the roof and any other modification associated therewith as may previously have been made or may yet be made by the Owner.
8. Covenant Not to Make New Additions, Alterations or Modifications Without the prior Written Consent of the Association. The Owner agrees and acknowledges that the terms and conditions of the Declaration prohibit additions, alterations or modifications to the photovoltaic solar system without the prior written consent of the Association, as more fully provided in the Declaration. In this regard, any further modifications desired or requested by the Owner to the photovoltaic solar system or otherwise will not be made by the Owner without application to and the prior written approval of the Association.
9. Benefit. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
12. Remedies. In the event of a default or breach of this Agreement, the remedies available to the non-defaulting party shall include all those remedies provided in the Declaration, or other legal documents of the Association, together with specific performance, damages or both, including reasonable attorney's fees.
13. Amendment. This Agreement may not be amended except by a written instrument signed by all of the parties.

14. Recording. This Agreement may be recorded with the Clerk and Recorder of the County of Boulder, or a memorandum hereof may be recorded in the sole discretion of the Association.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

ASSOCIATION:

\_\_\_\_\_

\_\_\_\_\_, President

STATE OF COLORADO     )  
  )  
COUNTY OF BOULDER     )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ as Owner.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public