RECORDING REQUESTED BY:
AND WHEN RECORDED, RETURN TO:

MISSION RIDGE COA
Attn: Onsite Office
10250 Caminito Cuervo
San Diego CA 92108

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAINTENANCE AND INDEMNITYAGREEMENT

THIS AGREEMENT is made and entered into in the City of San Diego, County of San Diego, State of California, by and between the MISSION RIDGE CONDOMINIUM ASSOCATION, a California nonprofit mutual benefit corporation (hereafter "ASSOCIATION") and _____ (hereinafter "OWNER"), being the recorded owner(s) of a condominium unit as described in Exhibit "A" attached hereto within the Mission Ridge Project (Lots 1through 10, inclusive, of Mission Ridge Resubdivision, according to Map thereof No. 8234, in the City of San Diego, County of San Diego, State of California, recorded in the Office of the County Recorder of San Diego County on January 6, 1976 as File No. 76-003409) and each of said parties hereby recites, covenants and agrees as follows:

R E C I T A L S

WHEREAS, the ASSOCIATION is responsible pursuant to that certain 2018 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION RIDGE CONDOMINIUM ASSOCIATION recorded August 22, 2019 as File/Page No. 2019-0357761 in the Official Records of the San Diego County Recorder's Office, San Diego, California, as amended, to manage, maintain and control certain elements of the exterior building surfaces concerning the residential structures situated on the above-described Real Property; and

WHEREAS, the OWNER has installed or intends to install certain alterations or improvements upon said Real Property within the MISSION RIDGE CONDOMINIUM ASSOCATION which is subject to the jurisdiction, management, and control of the ASSOCIATION; and

WHEREAS, the OWNER is willing to make the herein described alteration or improvement subject to certain terms, conditions and limitations and further intends by this instrument to reduce that agreement to writing between the parties.

NOW, THEREFORE, the ASSOCIATION and OWNER hereby agree and covenant as follows:

1. In consideration of the promises, covenants and agreements herein by OWNER and other valuable consideration, ASSOCIATION and its successors in interest or assigns hereby covenant and agree to permit OWNER to install the alterations and improvements described in Exhibit "B" attached hereto, which is incorporated herein in full by this reference, subject to the terms, conditions and limitations set forth in this Agreement.

2. In consideration of the promises, covenants and agreements herein by ASSOCIATION and other valuable consideration, OWNER AND OWNER'S heirs, successors in interest or assigns, jointly and severally hereby covenant and agree that the subject change, alteration or improvement described in Exhibit "B" attached hereto and incorporated herein in full by this reference is being permitted by ASSOCIATION to be installed on the above described Real Property subject to the following terms, conditions and limitations:

   (a) OWNER covenants and agrees to hold ASSOCIATION free and harmless from any cost or expense of purchase, installation, maintenance, repair or replacement or damage or injury caused by the installation or continued existence of said change, alteration or improvement.

   (b) OWNER covenants and agrees that said change, alteration or improvement shall be installed and maintained strictly in compliance with the plans and specifications submitted to and approved by the ASSOCIATION:

(c) OWNER covenants and agrees that all construction, maintenance and continued use of said change, alteration or improvement shall be in strict compliance with generally accepted construction, maintenance and repair practices in compliance with all applicable local, state or federal ordinances, regulations, permit requirements, or laws.

(d) OWNER covenants and agrees and hereby expressly acknowledges that any expense incurred from damage to common area and to any individual unit from any change, modification, alteration, or improvement will solely be the responsibility of the OWNER.

(e) OWNER covenants and agrees and hereby expressly acknowledges that said change, alteration or improvement shall remain subject to the jurisdiction of the MISSION RIDGE CONDOMINIUM ASSOCATION Project and all terms and requirements of the governing documents for the community.

3. IT IS FURTHER AGREED that should OWNER or any successor in interest to OWNER default in the provisions of this Agreement, the undersigned ASSOCIATION shall have the right to enter the herein described real property, after reasonable notice, and take all necessary action to correct said default including revoking said Agreement, including by way of illustration rather than limitation, performing needed repairs, maintenance and/or removal of the above described change, alteration or improvement as deemed appropriate in the discretion of the Board of Directors of the ASSOCIATION, and any and all costs of the action shall be the personal obligation of the record owner of the said Real Property at the time thereof, and additionally, all such costs or expenses shall become a charge and lien against said Real Property on the same terms and conditions and collectible and enforceable in the same manner as any other assessment levied by the Association pursuant to the above described Declaration.

THE UNDERSIGNED hereby acknowledges having read and understood each and every provision of the Agreement, and by signing below acknowledges his/her consent and approval to be bound by all of the terms, covenants, conditions and restrictions imposed thereby or contained therein and further acknowledges that this instrument is the entire Agreement between the parties.

RECORD OWNERS OF UNIT _____

Dated _____ By: _____

Dated _____ By: _____

MISSION RIDGE CONDOMINIUM ASSOCATION, A California nonprofit Mutual Benefit Corporation

Dated _____ By: _____
Agent for the "Association"

EXHIBIT "A"

Unit Address _____

EXHIBIT "B"

The herein referred to change, alteration or improvement is more particularly described as:

- o Enclosure of balcony
- o Enclosure of patio
- o Window replacement
- o Sliding glass door replacement
- o Buildout of storage bin in exclusive use parking space
- o Other _____