

MAINTENANCE AND INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 201____, by The Shores Homeowners Association I, Inc. ("Association"), whose address is in care of the registered agent and registered office of the Association as maintained with the office of the Colorado Secretary of State, and _____, ("Owner"), whose address is _____.

RECITALS

A. The Association is the Association named and referred to in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Shores, recorded on May 3, 1999 at Reception No. A9072533 with the Arapahoe County Clerk and Recorder ("Declaration").

B. Owner holds title to Lot _____, Block 1, as shown on The Shores – Filing _____ plat, commonly known as _____ (insert address), Aurora, Colorado 80014, which is located in The Shores community ("Community") governed and administered by the Association.

C. Owner desires to construct and maintain improvements on the Owner's residence, including installation of solar energy devices on the roof appurtenant to the Owner's residence ("Work").

D. The Association desires to allow the Owner to install and maintain the solar energy device(s). The Owner desires to complete the Work, at the Owner's expense, in a manner consistent with this Agreement and the Association's governing documents.

E. Owner desires to protect and hold harmless the Association from all claims, damages, risks, liability and maintenance associated with, reasonably necessary, incurred or required by virtue of the Work and any other modifications Owner may make to property owned, maintained, or insured by the Association.

F. The Owner undertakes and agrees to complete all requirements in this Agreement and conditions for final approval by the Association of the Owner's completed Work, including any changes or additions to the Work, all as set forth in this Agreement.

G. All capitalized terms used but not otherwise defined in this policy have the same meaning set forth in the Declaration.

AGREEMENT

1. Recitals Incorporated. The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. Owner and Subsequent Owners Bound. Each provision of this Agreement and each agreement, promise, covenant or undertaking to comply with or to be bound by the provisions of this Agreement contained herein shall: be deemed incorporated in each deed or other instrument by which any right, title or interest in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument; and by virtue of acceptance of any right, title or interest in the Lot by the owner of a Lot, such owner shall be deemed to have accepted, ratified, and adopted these agreements and promises as personal obligations of such owner and such owner's heirs, personal representatives, successor and assigned to, with and for the benefit of all other owners.

3. Approval of the Proposed Work. Pursuant to Article 7 of the Declaration, installation of any solar energy device(s) is an exterior improvement that must be approved by the Association. Pursuant to an application of the Owner and execution of this Agreement, the Association may approve the Owner's request and scope of the Work. The Association requires Owner to execute this Agreement,

and approval is conditioned on Owner's execution of this Agreement and is subject to the terms of this Agreement and satisfactory completion of the Work.

4. Plans for Repairs. In addition to submitting any plans required pursuant to the Declaration and the Association's Solar Energy Device Policy, the Owner agrees to submit plans to the Association for any future plans for repair, maintenance, improvements, modifications or additions, including methods for repairing all portions of the Lot that may be affected.

5. Structural Warranty and Building Code Warranty. Owner warrants that the installations comprising the Work when and after installed, will not affect the structural integrity of any building or adversely affect any adjoining residence. Owner further warrants that the proposed Work will comply with the requirements of all applicable laws, regulations and ordinances, including the building code for the jurisdiction where the property is located.

6. Structure, Utilities, Mechanical Systems, Etc. Owner accepts and acknowledges full responsibility for any structural problems, interruption of or damage to utilities, mechanical systems, or services to other attached dwelling units, which may arise now or in the future as a direct or consequential result of the Work and any modifications thereto made by or at the direction of the Owner or Owner's contractor within the Community. Owner further acknowledges and agrees that all Work shall be coordinated and managed by the Owner or the Owner's contractor.

7. Maintenance Responsibilities. Owner agrees and acknowledges that the Owner shall be solely responsible for all costs and expenses to repair and maintain the solar panels and related equipment. If the solar panels and related equipment impact Association maintenance obligations (including, but not limited to, roof maintenance as provided for in the Declaration), Owner agrees that Owner will be responsible for removing, storing, and replacing the solar panels at the Owner's sole cost. If Owner fails to comply with such requirements, the Association may remove the panels at the Owner's expense and levy the cost as a Default Assessment. Further, if maintenance or removal of the solar panels damages any portion of the Lot that is the Association's maintenance responsibility, the Owner will be responsible for the cost of such damage, which cost will be levied as a Default Assessment.

8. Permits and Contractor Insurance. Owner agrees to obtain all necessary building and/or construction permits from the appropriate governmental offices and provide copies to the Association. Construction of the Work may begin after Association approves the Work and Owner obtains any and all required permits. Owner shall only be permitted to commence construction of the Work after the Owner provides the Association with the current insurance certificates for the contractor(s) performing the Work, naming the Association as an additional insured.

9. Minimizing Adverse Effect on Neighbors. The Owner agrees to carry out the Work in a fashion designed to minimize any adverse effect on surrounding property owners and in accordance with the governing documents of the Community.

10. Completion Report. Owner will provide the Association with a written report following completion of the Work, and any other modifications made. The report shall be deemed notice and representation by the Owner that the Work has been completed in substantial compliance with the plans and specifications approved by the Association and local government authorities, and if required, that the improvements have been finally inspected and approved by the appropriate governmental authority. Upon receipt of the completion report, the Association may make any necessary evaluations or inspections of the Work, and the Association may determine whether the Owner has satisfactorily completed the Work in compliance with the authority granted or approved by the Association.

11. Damages. The Owner will be responsible for any damages to The Shores Community directly or consequentially caused by installation or existence of the Work. The Owner will repair any such damages to the reasonable satisfaction of the Association. If such damage occurs, the Association may require Owner to provide the Association, and Owner agrees to provide upon request, plans for the repair or remediation of said damage for consideration and approval by the Association before Owner

commences such remedial work. If the Owner fails to complete those repairs within 10 days of written notice, or such longer period as specified by the Association, the Association will have the right to complete said repairs on the Owner's behalf and charge the Owner such costs, with written evidence thereof, as a Default Assessment.

12. Owner Release and Indemnification. By executing this Agreement, Owner releases, waives and further agrees to defend, indemnify and hold harmless the Association, its other Members, the Association's managing agent, and the Association's officers, directors, committee members or managers, employees and agents against all claims, causes of action, liabilities, suits, losses, damages, fines and penalties, costs and expenses (including without limitation reasonable attorneys' fees) and judgments (together, "Claims") that may arise as a result of the construction, maintenance, alteration, or existence of the Work.

Owner also acknowledges that the procedures for approval of the Work by the Association do not operate to render the Association or its managing agent responsible for the integrity or feasibility of the design, engineering or workmanship of the Work.

13. Owner's Insurance. The Owner will obtain casualty and property damage insurance covering those portions of the solar energy devices located on the Owner's Lot. The Association is not responsible for obtaining such insurance. The Owner will also obtain a comprehensive policy of liability insurance for any liability arising in connection with the ownership, operation, maintenance, control, and use of the solar energy devices and related equipment located on the Owner's Lot.

14. Violations. Owner acknowledges and agrees that the Association may impose penalties for violations of the terms of this Agreement or for other violations of the Community's governing documents, guidelines, rules or policies directly or consequentially attributable to the Work and this Agreement.

15. Notices. Except as specifically provided otherwise in this Agreement, any notice, demand or communication which either party may desire or be required to give to the other party will be in writing and will be deemed sufficiently given or rendered if delivered personally or sent by first class mail, postage prepaid, to the addresses provided in this Agreement. Either party may designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in Arapahoe County, Colorado.

17. Recording. This Agreement may be recorded with the Arapahoe County Clerk and Recorder upon mutual execution thereof.

18. Severability. 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.

19. Remedies. In the event of a breach of any provision of this Agreement, the remedies available to the non-defaulting party shall include all remedies provided in the Declaration or other governing documents of The Shores Community, together with specific performance, damages, or both. The prevailing party will be entitled to attorney's fees.

20. Execution of Agreement. This Agreement may be executed in counterparts by the parties hereto and countersignatures or electronic signatures shall be binding upon the parties as if they were originals.

OWNER(S):

Signature of Owner

Signature of Owner

Print Name of Owner

Print Name of Owner

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn before me by _____, on this _____ day of _____
_____, 20__.

Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn before me by _____, on this _____ day of _____
_____, 20__.

Witness my hand and seal.
My commission expires: _____.

Notary Public

ASSOCIATION:

The Shores Homeowners Association I, Inc.
a Colorado nonprofit corporation

By: _____

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn before me by _____ as President of The
Shores Homeowners Association I, Inc., a Colorado nonprofit corporation, on this _____ day of _____
_____, 20____.

Witness my hand and seal.
My commission expires: _____.

Notary Public