CONDO DEL SOL HOMEOWNERS ASSOCIATION, INC.
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TERMS AND CONDITIONS FOR AIR CONDITIONER UNITS

SUMMARY

A. **Owner Name(s):** _____

B. **Unit Number:** _____

C. **Section 1:** Approval and Installation

D. **Section 2:** Maintenance and Repairs

E. **Section 3:** Removal

F. **Section 4:** Indemnification

G. **Section 5:** General Terms

By the signature(s) below, the Owner (as named above) agrees to certain obligations and conditions for installation, maintenance, repair and removal of an AC Unit within the Common Area of Condo Del Sol. The obligations and conditions are on the following pages (titled as “Terms and Conditions”) and incorporated herein.

OWNER SIGNATURE(S):

BY: _____ Dated: _____

BY: _____ Dated: _____

TERMS AND CONDITIONS

1. **Approval and Installation.**

   1.1 **No Installation Until Approved By HOA.** Owner is not authorized to install or make any improvements within the Common Area for a condenser or air conditioner unit until authorized by the Condo Del Sol Homeowners Association, Inc. ("HOA"). The condenser or air conditioner unit, along with the power supply, electrical service and connection lines shall all be referred to herein as the "AC Unit".

   1.2 **Installation.** Only after authorization by the HOA, may Owner install an AC Unit within the Condo Del Sol Homeowners Association, Inc.'s Common Area ("Common Area"). Any installation shall be in the location approved by the HOA ("Approved Location") and according to the installation standards and requirements of the HOA.

   1.3 **HOA Not Responsible For Void Warranties.** The HOA is not responsible if the Approved Location voids the warranty for the AC Unit.

2. **Maintenance and Repairs of AC Unit.**

   2.1 **Obligation To Maintain and Repair**. Owner must keep the AC Unit in good working order and in good condition. If the AC Unit stops working or malfunctions, Owner shall timely repair, replace, or remove the unit. If the AC Unit is not working, malfunctioning, or abandoned, then the Owner agrees the HOA may remove the AC Unit at Owner's expense and cost.

   2.2 **Ability of HOA To Impose Owner Obligations.** The owner agrees that the HOA may impose certain obligations on the Owner in the future for maintenance and/or repairs to the AC Unit, and the area surrounding the AC Unit. These owner obligations may include but are not limited to relocation of the AC Unit, screening around the AC Unit, requirements for weatherproofing, and a maintenance schedule for the AC Unit.

3. **Removal of AC Unit.** The removal process described in this Section 3 shall apply to any situation where the HOA is removing an AC Unit. This includes situations where (a) the Owner fails to maintain the AC Unit (Section 2 above); (b) the HOA wants an AC Unit removed; or (c) where an owner refuses to be bound by the terms and conditions of this Agreement.

   3.1 **Request For Removal.** Acting reasonably, the HOA may request removal of an AC unit. Upon written request from the HOA, the Owner shall remove the AC Unit. The written request by the HOA shall specify a time for removal. If not timely removed, then the HOA may remove the AC Unit at Owner's expense and cost. If the HOA removes the AC Unit, then it may dispose of the AC Unit in any way that the HOA sees fit and the HOA shall not owe any amounts to the Owner, whether for unjust enrichment, property damage, or other.

   3.2 **No Notice In Emergency.** No notice shall be required in an emergency, or where the AC Unit is causing substantial damage to the Common Area, as determined in the HOA's sole discretion.

   3.3 **Limited License To Enter Units During Removal**. The HOA is hereby granted a limited license by Owner to enter inside the Unit during the removal process.

   3.4 **Requirements on Removal.** Where the Owner removes the AC Unit, for any reason, then the Owner shall return the Common Area to good condition, including patching and repairing any holes in the exterior of the structures and replacing landscaping in the area of the removed AC Unit. This shall be at the Owner's own cost and expense.

4. **Indemnification of HOA By Owner.** Owner hereby indemnifies and holds HOA harmless from claims, causes of action, property damage, bodily harm, or other losses caused by, or as a result of, any AC Unit for the owner's Unit, whether the damage is to the Common Area, Condo Del Sol infrastructure, Condo Del Sol structures, or otherwise. Owner's obligation to indemnify and hold the HOA harmless

from damages caused by or associated with the AC Unit shall continue for so long as the AC Unit is installed in the Common Area. The duty of indemnification includes the duty to defend the HOA against any claims brought by third parties and the duty reimburse the HOA for its legal expenses.

5. **General Terms.**

5.1 **Authority to Enter Agreement.** The Owner or Owners that are executing this agreement on behalf of an entity, personally warrant he/she/they are acting in an agency capacity with express authority to enter this agreement and bind their principal thereto. If there are multiple owners in a Unit, then the signer hereby personally warrants that he/she/it has authority to execute this Agreement and bind all Owners in the Unit.

5.2 **Authority of HOA To Modify**. The HOA may modify the Terms and Conditions in this Agreement by written notice. The modification shall take effect on the date specified in the written notice by the HOA to the Owner. If the Owner fails to provide written objection within ten (10) days of the written notice, then the modification shall be effective, adopted and incorporated into this Agreement.

5.3 **Successors and Assigns.** The benefits and obligations of this Agreement shall bind successors, heirs and assigns of the Owner and shall also bind successive owners of the Unit. It shall be each owner's obligation to notify successive owners of this Agreement and the terms herein. The HOA may make successive owners sign a separate agreement, if the HOA chooses. Where a successive owner refuses to sign a separate agreement, or where an owner refuses to bound by the terms and conditions of this Agreement, then the HOA may remove the AC Unit.

5.4 **Attorney's Fees.** If a party initiates an arbitration or judicial action, including an appeal, as to the interpretation or enforcement of this agreement, including remedies upon default, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees and costs.