

**SOLAR ENERGY SYSTEMS AND SOLAR RELEASE AND INDEMNITY
AGREEMENT FOR SURFSIDE III CONDOMINIUM OWNERS' ASSOCIATION, INC.**

Approved by the Board of Directors Effective 20200111

The Board of Directors (the "Board") of Surfside III Condominium Owners' Association, Inc. (the "Association"), after discussion and submission of the proposed policy for comment by the Association's members in accordance with procedures prescribed by law, adopts as the official policy of the Association relating to Solar Energy Systems and Solar Release and Indemnity Agreement by the Association, effective as of the date so indicated above.

Section 17 shown on page 6 of 8 has been deleted since it conflicts with current Civil Code solar policies. 20240807.

SURFSIDE III CONDOMINIUM OWNERS' ASSOCIATION, INC.

Policy on Solar Energy Systems

Introduction

Surfside III Condominium Owners' Association, Inc. ("Association") recognizes the benefits of renewable energy sources, encourages the use of solar energy systems ("SES") within the community, and is committed to working with Owners¹ interested in installing SES.

The Association recognizes that in order to fulfill its responsibilities, it must impose reasonable restrictions on installations of SES. Therefore, the Association has adopted this *Policy on Solar Energy Systems* ("Policy"), which places reasonable restrictions that do not significantly increase the cost of the SES or significantly decrease its efficiency or specified performance. In addition, this Policy ensures that a uniform and reasonably high standard of attractiveness is maintained within the community, and that the Association is able to continue to meet its obligations for the maintenance, repair, and replacement of the common area roofs and other building components.

Since these systems, by nature, must be installed externally to the building, the Association has established this Policy, including the guidelines described below, regarding the installation of SESs within the community. This Policy is based on, and designed to comply with, the Solar Rights Act and other related statutory provisions, specifically including California Civil Code §§ 714, 714.1, and 4746, and as they may be amended from time to time. The Policy is designed to aid Owners in developing their solar projects within Association expectations, thereby minimizing the time for review and approval by the Association's Board of Directors ("Board"). Interpretation, variances, and implementation of the covenants, conditions and restrictions ("CC&Rs"), Architectural Rules, and other rules and policies of the Association (collectively "Governing Documents") are at the sole determination of the Board. This Policy supersedes any and all previous policies and guidelines promulgated by the Association, if any, with regard to the subject matter hereof.

Definition

An SES is defined as any solar collector or other solar energy device or any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and/or distribution of solar energy for space heating, space cooling, electricity generation, or water heating.

The following common SES are included in the above definition:

- Photovoltaics (solar electric).
- Solar water heating for use within a building.
- Solar heating for space heating.

¹ All capitalized terms not defined herein shall have the meaning as described in the Association's Declaration of Covenants, Conditions and Restrictions.

Other roof mounted fixtures, features, and equipment which are not the purview of this Policy shall include, but not be limited to, skylights, roof windows, light tubes, HVAC equipment, ducts, piping, conduits, water tanks and collectors, and any other items that alter the existing profile, shape, texture, material, color, and/or form of the roof.

The preceding paragraph shall not be deemed to permit any of the items listed therein except where permitted by the Governing Documents and approved by the Board.

Guidelines

1. All installations or alterations of SES(s) must be approved in writing by the Board prior to commencing any construction activities. The Association may require, prior to providing its approval, that the Owner provide evidence that he or she has obtained all necessary governmental permits as well as written approval from the Association. Any Owner who seeks to install an SES without prior written permission and approval of the Board, shall be responsible for all costs incurred to remove, relocate or modify the SES, including attorney's fees and costs.
2. The plans and specifications must include, at a minimum, the following:
 - a. Details on all components of the SES, proposed locations of all components, and description of how the components will be installed.
 - b. Samples of the proposed SES and manufacturer's product literature shall be submitted with the application to the satisfaction of the Board.
 - c. Drawings/plans/renderings/elevations "illustrating" the SES components (including, without limitation, materials, shape, dimensions, color, etc.) where the components will be installed on the building.
 - d. Calculations shall be provided with the initial application verifying the number and/or area of panels required for the proposed SES, including the estimated load per square foot of the SES on the building.
 - e. Confirmation that the installer of the SES is a licensed contractor ("SES Contractor") who agrees to indemnify the Association for any damage caused to Association Common Area as a result of the construction/installation of the SES.
 - f. Any other information the Board may require.
3. The Board shall have the right to disapprove an application for a proposed SES based on aesthetics pertaining to profile, size, mass, color, texture, material, and other criteria considered by the Board pursuant to the Governing Documents, this Policy, and these guidelines.
4. No SES shall be installed unless it meets all applicable standards and requirements imposed by state and local permitting authorities, and all applicable safety and performance standards established by the California Electrical Code and the Institute of Electrical and Electronics Engineers, accredited testing laboratories, such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. While the Association and the Board are not responsible for verification of such equipment's compliance

with any and all applicable governing regulations, requirements, and standards, the Association and Board will require that all Owners install only those systems that meet and satisfy any and all applicable governing regulations, requirements and standards. Whether specifically stated in the Board's written approval or not, all approvals are based on the condition that the SES complies with all such governmental regulations, requirements and standards.

5. Once approved in writing by the Board, but prior to installation, the SES Contractor shall perform an inspection of all roofing components and comply with the following:
 - a. Determine the estimated usable life span of the existing roof;
 - b. Verify that the existing roof has an estimated usable life span to meet or exceed the manufacturer warranty for the SES;
 - c. Verify that the existing roof is compatible with the intended SES;
 - d. Submit an additional and/or revised proposal to the Owner and the Board if any additional roofing, waterproofing or fireproofing is required beyond the scope of work submitted with the application;
 - e. Provide a written report and photographic record of the condition of the existing roof to comply with this section 5 and submit same to the Board.

6. Solar panels must be installed solely on existing roof space on the building in which the Owner resides, or a garage adjacent to the building that has been assigned to the Owner for exclusive use or by grant deed. In the event an Owner requests a variance to install Solar Panels in an alternate location, such request must include justification clearly evidencing that it is not possible to achieve sufficient energy capture (defined as up to 90% of historic electric usage averaged over at least one (1) year in the required location), or the cost of installing the panels on existing roof space on the Owner's building or an adjacent garage would be \$1,000.00 or more than the cost to install the Solar Panels in the proposed alternate location. In the event that Owner can meet either threshold, all efforts will be made to adhere to all other requirements pursuant to this Policy.

7. Approval of solar energy equipment shall be primarily based on the proposed design and installation that has minimal visual impact on neighboring properties, while conforming to existing state laws concerning safe and efficient placement of collector units. The Association requires that roof-mounted panel designs be intended to conform to existing roofline geometry. A key element of maintaining architectural harmony within the community is to avoid deviations from existing rooflines. Accordingly, all Solar Panels must be parallel with the roofline and must conform to the slope of the roofline and meet all set-back requirements from top and side leading edges of the building. Solar collectors should be flush-mounted and should not extend above the ridge of the roof or beyond the roof footprint. The panel distances above the existing roof surfaces are to be minimized as much as practically possible. Racking elements should not be visible. All plumbing, electrical, and utility lines for the SES shall be concealed from view.

8. All mechanical equipment exposed to the exterior, including exposed piping, support structures (racking), and electrical conduits, shall be located in a manner which minimizes visual impact.

The mechanical equipment must be painted to match the adjacent surface, including the roof and building's color scheme. For example, pipes on walls should be painted the color of the walls, while roof plumbing/conduits should be the color of the roof. No exposed wiring is allowed. Wiring shall be housed in conduits painted to match the adjacent surfaces and routed through the attic or walls whenever possible. Aluminum trim, if used and visible, should be anodized and black in color. If colored solar panels are available in colors other than black, the Owner must seek to color match the roof. The Association strongly encourages Owners to select colors that best match or compliment the roof color and harmonizes with the building's exterior color scheme.

9. The Owner of a SES will be responsible for maintaining the system in good condition and repair the SES with regard to function and appearance. Periodic washing of the panels will improve both performance and appearance and will maximize the Owner's investment. Frequency will vary from location to location. Should the installed SES not be properly maintained resulting in visual and/or aesthetic nuisance, the Association and Board reserve the right to enforce any of its rights under the Governing Documents to ensure compliance that may include, but not be limited to, fines and/or litigation. All persons employed by the Owner to maintain and repair the SES shall be licensed and insured and meet the criteria set forth herein. All repairs and maintenance to an installed SES shall meet all of the aesthetic and other requirements herein.
10. It is recommended that Owner obtain at least a five (5) year roof warranty from SES Contractor, with language similar to the following: *"If a defect in workmanship, inclusive of any labor and materials, is discovered within five (5) years from the date of completion of the SES, Contractor warrants and agrees to: (i) remedy the defective conditions and facilitate any and all necessary repairs/replacement all at no charge to the Owner or the Association for the cost of any materials, supplies, labor and/or other costs to facilitate said remedies; (ii) commence such remedies within three (3) business days after being notified of same and to complete the repairs within a reasonable period of time thereafter."*
11. Panels should have black anodized frames and black back-sheets to preserve and maximize the aesthetic integrity of the home and surroundings. Natural aluminum frames are not permitted. Panels should feature anti-reflective, non-glare glass surfaces.
12. No SES shall be installed other than by an installer holding all licenses which may be required by state law and local ordinance, and maintaining a current policy of public liability, workers compensation, and property damage insurance which does not contain any endorsements or exclusions for work performed at homeowner associations or condominiums. The Association, the Association's managing agent, and the installing Owner shall be named as additional insureds on the installer's policy of insurance.
13. It is strongly recommended that Board approval be obtained *prior* to executing a binding contract with a solar sales/installation company.

14. The execution of a Solar Release and Indemnity Agreement ("*Release Agreement*") regarding the installation of the SES and the ongoing maintenance of the roof shall be a condition precedent for the approval of any application to install or use a SES. Such Release Agreement may be recorded in the county recorder's office. Owner shall provide the original signed and notarized Release Agreement to the Board and/or management. Any application for the installation of an SES shall be automatically deemed to be denied unless and until such Release Agreement is executed by the Owner.

15. In addition to complying with the guidelines described herein, when an Owner requests to install a SES on a multifamily Common Area roof shared by more than one (1) Owner, the Owner must also comply with the following guidelines:
 - a. The Owner is required to notify each Owner of a Unit in the Condominium Building on which the installation will be located of the application to install a SES, and so indicate in the application that they have complied with Civil Code §4746 which mandates "an applicant to notify each owner of a unit in the building on which the installation will be located of the application to install a solar energy system."
 - b. The Owner (and each successive owner) must maintain a homeowner liability coverage insurance policy at all times and provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application to install a SES, and annually thereafter. The homeowner liability coverage insurance policy shall contain an additional insured endorsement naming the Association and its managing agent as additional insureds.
 - c. The Owner-applicant must submit a solar site survey showing the placement of the SES prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of SES, to determine usable solar roof area. This survey, or the costs to determine useable space, shall not be included in the calculation of whether the restriction significantly increases the cost of the SES, pursuant to Civil Code § 4746, subdivision (b)(1)(A). The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof or garage, which allocation shall be subject to the reasonable approval by the Board of Directors. The document containing the results of said survey shall be provided to all Owners of a Unit in the Condominium Building on which the installation will be located.
 - d. The Owner (and each successive owner) of the SES, shall be responsible for all of the following: (i) costs for damage to the Common Area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the SES; (ii) costs for the maintenance, repair, and replacement of the SES until it has been removed, and for the restoration of the Common Area, exclusive use common area, or separate interests after removal; and (iii) disclosing to prospective buyers the existence of any SES of the Owner, and the related responsibilities of the Owner under this Policy and the Agreement.

16. If required by the Association, Owner shall retain the services of a duly licensed structural engineer (as defined in California Business & Professions Code § 6736) to make a determination that the structural integrity of the roof of the building on which the installation will be located is adequate to support the SES to be installed.
17. **Deleted**
18. Owner shall be solely responsible for the increase in any costs to maintain, repair, and/or replace the roof and any other building components as a result of the installation of the SES. Such maintenance includes, but is not limited to, costs arising out of removal of tree material from and around the SES, prevention of rodent nesting, damage caused by water and/or any foreign object, including balls, tree limbs, wind, weather or any other cause. The SES may need to be lifted and/or removed to allow for the ongoing maintenance of the roof, and Owner shall be solely liable for such costs. Upon request from the Association, the Owner shall have the SES lifted or removed within fourteen (14) days to accommodate repairs and maintenance to the roof or other building components. If Owner fails to lift or remove the SES within the allotted time, the Association shall be authorized to cause the lifting or removal of the SES and charge the actual cost of the same to Owner as a special assessment. Owner agrees that any such special assessment may be collected through any and all remedies available to the Association to collect any delinquent assessment pursuant to its authority under the governing documents and/or by statute. In no event shall the Association be responsible for the costs of lifting, removing, and/or reinstalling the SES, or for any increase in Owner's utilities during times which the SES is inoperable for any reason.
19. All SES roof mounted hardware shall be waterproofed in compliance with the National Roofing Contractors Association specifications and recommendations.
20. Each Owner who installs a SES shall indemnify or reimburse the Association and/or its members for loss or damage caused by the installation, maintenance, or use of the SES.
21. Prior to the sale or transfer of any SES equipped property, either: (i) the SES must be removed and the roof put back into its original condition, or (ii) the transferee of the property must sign a counterpart addendum to the Release and Indemnity Agreement required under Section 14. of this policy, whereby the transferee agrees to assume, abide by, and be bound by all of the terms therein. The Owner and signatory to the Release Agreement shall disclose the existence of that Release Agreement to any prospective purchaser/transferee of the Owner's Unit Notwithstanding the failure or refusal of a transferee to sign a counterpart addendum to the Release Agreement, any such transferee shall be bound by the terms of the Agreement just as though he or she did sign the Release Agreement.
22. The Association shall retain the right to inspect the SES and verify that SES installation adheres to all of the provisions of the Policy.

23. In any action resulting from a dispute between Owner and other Owners, or Owners and the Association, related to the installation of the SES, or any provisions of this Policy, the prevailing party shall be awarded its reasonable attorney's fees.
24. All parties will cooperate to take any and all actions and sign all documents reasonably necessary to effectuate the intent, and to carry out the provisions, of this Policy.

Background on California's Solar Rights Act

The California Solar Rights Act (Civ. Code §§ 714, et seq.), enacted in 1978, establishes the legal right to a solar easement, defines which SES(s) are covered by its provisions, and prohibits governing documents from restricting or prohibiting the installation or use of a SES.

Civil Code § 714 ("Section 714") of the Solar Rights Act allows CC&Rs to impose reasonable restrictions on SES(s). Section 714(b) defines "reasonable restrictions" on a SES as those restrictions that "do not 'significantly' increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency and energy conservation benefits." Section 714(d)(1)(B) provides that a restriction does not "significantly" increase the cost of the SES if it is in "an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed." For example, a recommendation to reposition a photovoltaic panel on a roof would be unreasonable if the performance of that panel dropped to below 90% of the performance achieved in the originally proposed location, or if the cost of installing the panel in the recommended location increased by \$1,000.00 or more from the originally proposed location.

Section 714(e)(1) further provides that: "Whenever approval is required for the installation or use of an SES, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed."

Section 714(c)(3) provides: "A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability."

Civil Code § 714.1 (Section 714.1) of the Solar Rights Act permits a homeowners' association ("HOA") to impose reasonable provisions that: (i) restrict the installation of SES in common areas to those systems approved by the HOA; (ii) require the owner of a separate interest to obtain the approval of the HOA for the installation of a SES in a separate interest owned by another; (iii) provide for the maintenance, repair, or replacement of roofs or other building components; and (iv) require installers of SES to indemnify or reimburse the HOA or its members for loss or damage caused by the installation, maintenance, or use of the SES.

Section 714.1(b) prohibits an HOA from: (i) establishing a general policy prohibiting the installation or use of a rooftop SES for household purposes on the roof of the building in which the owner resides, or a garage or carport adjacent to the building that has been assigned to the owner for exclusive use; and (ii) requiring approval by a vote of members owning separate interest in the common interest development, including that specified by Civil Code § 4600, for installation of a SES for household purposes on the roof of the building in which the owner resides, or a garage or carport adjacent to the building that has been assigned to the owner for exclusive use.

RECORDING REQUESTED BY,)
AND WHEN RECORDED MAIL TO:)
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SOLAR RELEASE AND INDEMNITY AGREEMENT

This Solar Release and Indemnity Agreement (“Agreement”) is by and between the SURFSIDE III CONDOMINIUM OWNERS’ ASSOCIATION, INC. (“Association”) and _____ (“Owners¹”). The Association and Owners are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Whereas, the Association is a California non-profit mutual benefit corporation organized as a homeowner association for the residential development located in the City of Port Hueneme, Ventura County, California, and established as a common interest development, as described in the Davis-Stirling Common Interest Development Act and Civil Code §§ 4000-6150.

B. Whereas, Owners are the record owners of real property within the Association located at _____ (“Property”) and is thus a member of the Association.

C. Whereas, all members of the Association are bound by the restrictions imposed in the *Declaration of Establishment of Covenants, Conditions and Restrictions* recorded on February 27, 1976, as Instrument No. 15627, in Book 4547, Page 631 and amendments thereto, in the Official Records of Ventura County, California (“CC&Rs”).

D. Whereas, the Association’s CC&Rs provides the Association is obligated to maintain, repair and replace all roofs within the Association. [See CC&Rs, Art. V, §2(i)]. Notwithstanding the foregoing, the Association’s Policy on Solar Energy Systems and CC&Rs generally permits the installation of solar energy systems, subject to certain limitations.

E. Whereas, Owners seek to install a solar energy system (“SES”) on the roof of the Property which would potentially impact the Association’s ability to properly maintain, control and manage the roofs in a neat, safe, attractive, sanitary and orderly condition, pursuant to the CC&Rs.

F. Whereas, Owners represent and warrant that they have obtained all other approvals and/or permits required in order to install the SES, including any approval and/or permit required

¹Even if there is just one record owner, the plural “Owners” is used throughout the Agreement.

from the City of Port Hueneme, the County of Ventura, and/or the Surfside III Condominium Owners' Association, Inc. (as stated in the CC&Rs or other Governing Documents), as may be applicable, and, if so, have provided evidence of the same to the Association.

G. Whereas, the Parties have agreed to be bound by the provisions provided for in this Agreement, which will permit Owners to install the SES in exchange for certain maintenance costs and indemnity provided for herein.

AGREEMENT

NOW THEREFORE, in exchange for the releases, promises and other consideration described in this Agreement, and by incorporation of the recitals referenced above, the Parties agree as follows:

1. **Permission for Solar Installation.** The Association hereby grants permission to Owners for the installation of the SES on the roof of the building located directly above the Property, at a specific location as approved by the Association, subject to the conditions and limitations contained herein. It is expressly understood that Owners are not being granted exclusive use of the roof, and that it is not appurtenant to or part of Owners' separate interest. It is further understood that Owners are not entitled to utilize the Association's roof for any other purpose. If at any time Owners shall fail to comply with any of the terms or conditions contained in this Agreement, such permission shall be immediately revoked, and the roof shall be put back into its original condition at Owners' sole cost and expense. Each of Owners' obligations under this Agreement are a material term, and breach of any of Owners' obligations shall be considered a material breach of this Agreement.

2. **Indemnity and Release of Association.** Owners, on behalf of himself, herself, and any heirs, representatives, successors and assigns, hereby indemnifies, holds harmless, shall defend, and releases the Association and its officers, directors, employees, members, attorneys, and agents, and each of them, from any and all claims, debts, liabilities, demands, and causes of action, whether known or unknown, now and in the future, arising from or related to any loss or damage, including, without limitation, water damage, and any other damage sustained from or arising from the SES and its installation, maintenance, or use, or any claims relating to the legality of the installation of the SES and/or any legal challenge concerning the installation of the SES by any other member of the Association, and shall remove the SES in the event of such challenge. Owners agree to be solely responsible for any water intrusion, mold, and/or other damages caused to the Property, the Association's common area, or to any other property at the Association as a result of the installation, maintenance, and/or use of the SES. Owners further agree to be solely responsible for any costs incurred by Owners and/or the Association, including actual attorney fees, in the defense of any legal or other challenge to the installation, maintenance and/or use, of the SES, as described herein.

3. **Future Maintenance and Repair.** Owners agree to pay to the Association the actual increase in any costs to maintain, repair, and/or replace the roof and any other building components as a result of the installation, maintenance and/or use of the SES. Owners specifically acknowledges that the SES may need to be lifted and/or removed to allow for the ongoing

maintenance of the roof by the Association, and Owners agree to be solely liable for such costs. Upon request from the Association, Owners agree to have the SES lifted or removed within fourteen (14) days to accommodate repairs and maintenance to the roof or other building components. If Owners fail to lift or remove the SES within the allotted time, the Association shall be authorized to cause the lifting or removal of the SES and charge the actual cost of the same to Owners as a special assessment. Owners agree that any such special assessment may be collected through any and all remedies available to the Association to collect any delinquent assessment pursuant to its authority under the governing documents and/or by statute. In no event shall the Association be responsible for the costs of lifting, removing, and/or reinstalling the SES, for any damages caused, or for any increase in Owners utilities during times which the SES is inoperable for any reason.

4. **Transfer of the Property.** Owners agree that prior to the sale or transfer of the Property to another, either (1) the SES shall be removed and the Owners shall reimburse the Association for the cost of the roof being put back into its original condition, or (2) the transferee of the Property shall sign a counterpart addendum to this Agreement whereby the transferee agrees to assume, abide by, and be bound by all of the terms herein as the Owners.

5. **Compliance with Solar Policy.** Owners agree at all times to comply with and be bound by the Association's Policy on Solar Energy Systems, a copy of which is attached hereto and incorporated herein by this reference, and which is subject to amendment from time to time.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Modifications.** This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement signed by all of the Parties hereto.

8. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective directors, officers, agents, shareholders, partners, members, servants, employees, affiliates, representatives, heirs, executors, executrix, conservators, successors, beneficiaries, and assigns.

9. **Further Assurances.** The Parties shall timely execute and deliver any and all further documents that may be reasonably necessary to effectuate the provisions of this Agreement, including any documents necessary to allow this Agreement to run with the land.

10. **Tax Consequences.** Each Party is responsible for their own tax consequences, if any, related to this Agreement.

11. **Attorneys' Fees.** If any act at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, which may be determined by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that Party may be entitled.

12. **No Reliance and Advice of Counsel.** The Parties have been instructed to and have had the opportunity to have this Agreement reviewed by independent counsel of their own choosing, and by entering into this Agreement neither Party has relied upon the advice of the other Party. Each Party hereto executes this Agreement acting upon its independent judgment and upon the advice of its respective counsel, if applicable, without any representation, express or implied, of any kind or nature, from each to the other, except as only specifically set forth herein.

13. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Agreement transmitted by facsimile and/or other electronic means shall have the same force and effect as original signatures.

14. **Captions and Interpretations.** The paragraph titles, headings or captions are inserted in this Agreement as a matter of convenience. As such, the paragraph titles, headings or captions are not intended to define, limit or describe the scope of any provision, and shall not affect the interpretation of any paragraph hereto.

15. **Singular, Plural, and Gender Usage.** Whenever applicable within this Agreement, the masculine, feminine and/or neutral gender shall be deemed to include the other, and the singular and plural are each deemed to refer to the other.

16. **Authority to Enter Agreement.** This Agreement is the result of arms-length negotiations. Each signatory to this Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Agreement.

17. **Incorporation of Recitals.** Paragraphs A through G, inclusive, of the Recitals hereof are fully incorporated herein and are true and correct. These Recitals are intended and shall be deemed and construed to be a material and integral portion of this Agreement.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings, whether oral or in writing, and may not be modified or amended except by written instrument signed by all Parties.

19. **Right to Record Agreement.** This Agreement may be recorded against the Property at the County Recorder's Office, in the sole discretion of the Association.

< Signature Page to Follow >

THE UNDERSIGNED EXECUTED THIS AGREEMENT ON THE DATE SHOWN BELOW.

OWNER:

Date

**SURFSIDE III CONDOINIUM
OWNERS' ASSOCIATION, INC.**

Date

Signed: _____

Print: _____

Title: _____

