## **DECLARATION OF MAINTENANCE OBLIGATION and INDEMNIFICATION AGREEMENT**

CLEARBROOK CONDOMINIUM ASSOCIATION ("Association")

Monroe Township, New Jersey

Identification of Owner ("Owner"):	Identification of Improvements ("Improvements"):		
Owner(s) of Record:	Atrium Enclosure		
	☐ Composite Decking		
	☐ Generator - Standby		
Identification of Property ("Property"):	☐ Open Patio		
Section:	☐ Open Patio Fence		
Street Address:	☐ Patio Enclosure		
Block: Lot:	☐ Sliding Door Replacement		
Date deed recorded:	. □ Windows		
Deed recorded in Book: Page:	- □ Other:		

**THIS DECLARATION MAINTENANCE OBLIGATION AND INDEMNIFICATION AGREEMENT** (the "Declaration") is made by and between the Owner, having an address at the Property; and Association having an address at 1 Clearbrook Drive, Monroe Township, New Jersey 08831.

## **PREAMBLE**

- A. The Owner has requested the governing board of the Association to approve the installation of the improvement(s) noted above on the common elements of the condominium
- B. The construction of the Improvement(s) will result in the use of the condominium's common elements that are owned in common by all of the condominium's Unit Owners.
- C. The Owner has agreed to certain stipulations and conditions in connection with the Improvements, which stipulations and conditions are more fully set forth in the Agreement and in this Declaration.
- D. The Association has consented to the construction of the Improvement(s) subject to and conditioned upon the stipulations and agreements set forth in the Agreement and in this Declaration and these terms and conditions are intended to be binding on the successors and assigns of the Owner.
- E. The Owner has entered into this Declaration with the understanding that the Association would not have consented to the construction of the Improvement(s) without the Owner's consent to the terms of this Declaration.
- F. All capitalized terms in this Declaration have the same meaning as set forth in the Association's Master Deed or Declaration, and By-Laws ("Governing Documents"), except as expressly otherwise defined herein.

**NOW, THEREFORE**, in order to induce the Association to approve the Improvements, the Owner agrees as follows:

- 1. The terms and conditions set forth in this Declaration are binding upon the successors and assigns of the Owner.
- 2. The Owner is responsible for the maintenance of the Improvement(s). If, the Owner fails to maintain or repair the Improvements within thirty (30) days written notice from the Association (except that no notice will be required in the case of an emergency), the Association may (but will not obligated to) perform the maintenance or repair work, or remove the Improvement(s) and restore the work area to its original condition. In either event, the Owner will be responsible for all costs and expenses incurred by the Association in connection with such maintenance or restoration and said expense will be collectible by the Association in the same manner as a Carrying Charge assessment. The foregoing is not intended to limit any other remedies available to the Association pursuant to the Governing Documents, as same may have been amended, or any other applicable rules, regulations, or documents.
- 3. Any consequential damages caused to the Common Elements of the Association or to any other Unit resulting from the installation or maintenance of the Improvements will be the sole responsibility of the Owner.

- 4. In the event any action, claim, arbitration or cause of action ("Claim") is filed against the Association, its Board of Directors, any individual director or officer of the Association or against any agent of the Association (collectively, the "Indemnified Parties" and, individually, an "Indemnified Party") the Owner shall indemnify the Indemnified Parties for: (a) all costs and expenses incurred by any Indemnified Party to defend such Claim or appeal of such claim, including, without limitation, all attorney's fees and costs; and (b) any judgment or award against any Indemnified Party. In the event of any such Claim the Association may require the Owner to remove the Improvement(s) and restore the Common Elements to the same condition as existed prior to the construction of the Improvement(s) at the Owner's sole cost and expense.
- 5. At such time as the Improvement(s) reaches the end of its useful life, the Association may, at its sole option, cause the Improvement(s) to be removed at the Owner's sole cost and expense.
- 6. Any controversy or claim arising out of or relating to this declaration or the Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The procedural and substantive laws of the State of New Jersey will be applied and the proceedings will be held at the office of the Association or its attorney. The prevailing party in any such arbitration shall be entitled to receive as part of the award of arbitration its reasonable attorney's fees and costs in connection with the arbitration proceeding, and where any such arbitration award is in favor of the Association, it shall have a lien against the Owner's Unit that may be foreclosed in the same manner as the lien for unpaid Carrying Charges.
- 7. This Declaration was prepared by the attorneys for the Association. The attorneys for the Association do not represent the individual Unit Owners. The Owner has been advised to seek advice from an independent attorney representing the Owner's interests prior to executing this Declaration.

By executing this Declaration the Owner confirms that he, she or they have fully read this entire Document, fully understand its terms and have executed this Declaration as his, her or their voluntary act and not as the result of undue influence or coercion.

IN WITNESS WHEREOF, this Declaration has been executed a				ted as of the	d as of the day of	
						, Owner
Sign						
						, Owner
	Sign				Print	
STATE OF NEW JERS	-	) ) ss.: )				
On thisday	of	and		before me, the subscriber personally appeared, who, I am satisfied, are the		
persons named in a sealed and delivere		cuted the withi	n instrume	ent, and thereupo	on they acknowledge	
					Notary	

**RECORD & RETURN TO:** 

Clearbrook Community Association 1 Clearbrook Drive Monroe Township, New Jersey 08831