



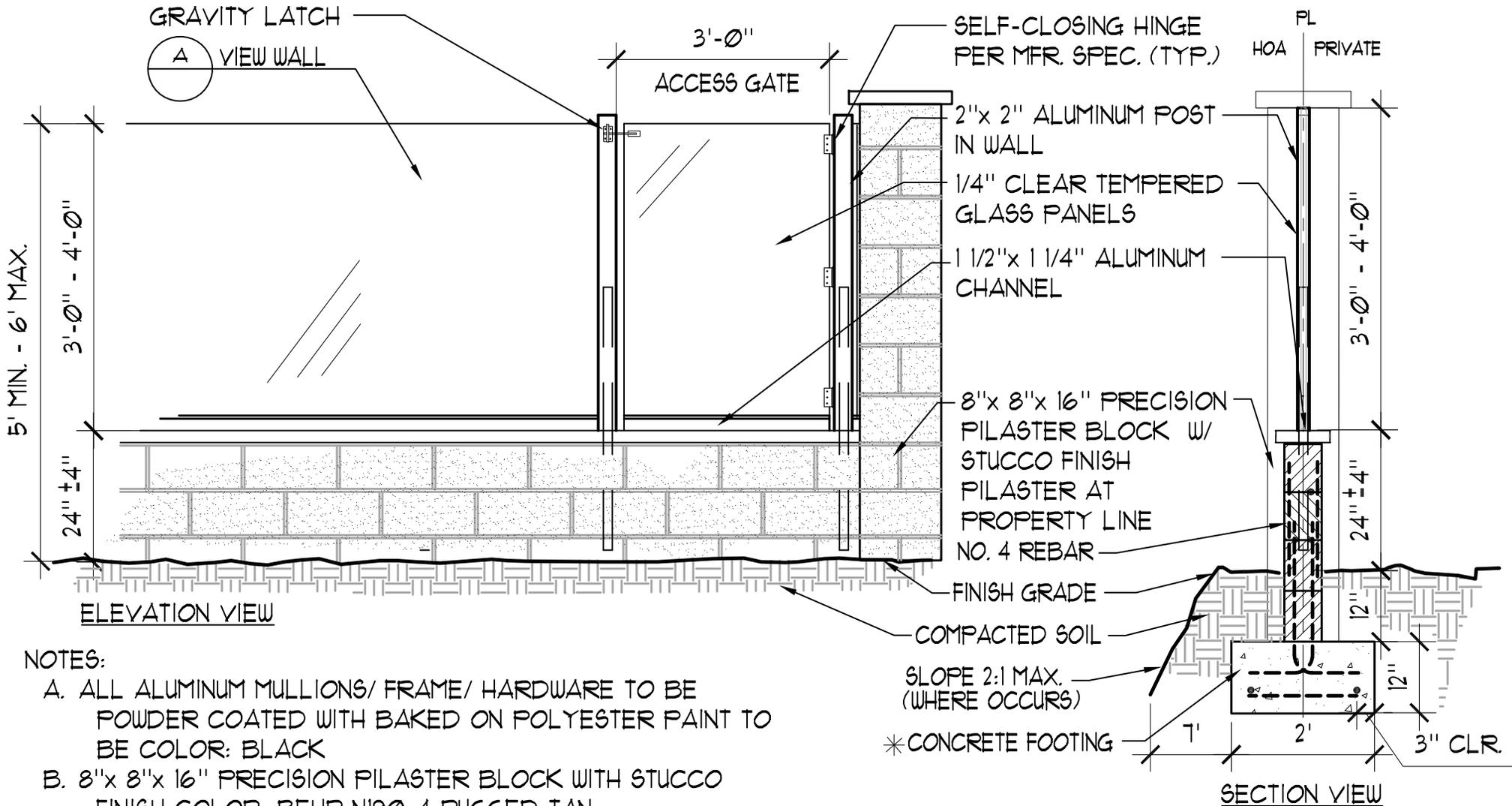
GLASS VIEW WALL INSTALLATION

Installation of glass view walls in place of current rod iron fencing will be subject to the following conditions:

- All work must be completed through your property to insure minimal damage to the common area.
- You must sign a license and indemnity agreement as prepared by the Association's legal counsel. A sample of said agreement is included with this packet of information.
- The Association's maintenance contractor will, at your expense, repair any damage to the common area as a result of the construction of the wall
- You must submit a deposit in the amount of \$2,000 that will be used towards any necessary repairs to the common area, and a separate fee in the amount of \$250 to cover the expense associated with the drafting and recording of the legal agreement. The deposit will be returned (less any costs associated with the repair of the common area) following final inspection of the work by the Association. A separate check will be required for each amount and should be provided to Avalon Management Group.

The Association has two approved design standards for the installation of a glass view wall, which are also included. One with a gate for the purpose of access to the exterior of the wall to perform maintenance and the second without a gate.

For questions related to this process, please contact Avalon Management Group at 760-481-7444.



NOTES:

- A. ALL ALUMINUM MULLIONS/ FRAME/ HARDWARE TO BE POWDER COATED WITH BAKED ON POLYESTER PAINT TO BE COLOR: BLACK
- B. 8"x 8"x 16" PRECISION PILASTER BLOCK WITH STUCCO FINISH COLOR: BEHR N190-4 RUGGED TAN.
- C. GATE MUST BE LOCATED ADJACENT TO A PILASTER.

B

VIEW WALL GATE

* FINAL DESIGN OF WALL FOOTING BY STRUCTURAL ENGINEER

SCALE: 1/2"=1'-0"

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

LA COSTA RIDGE COMMUNITY
ASSOCIATION
c/o The Avalon Management Group, Inc.
3618 Ocean Ranch Blvd.
Oceanside, CA 92056

APN: _____

(Space Above For Recorder's Use)

IMPROVEMENT & INDEMNITY AGREEMENT

This **IMPROVEMENT & INDEMNITY AGREEMENT** ("**Agreement**") is being entered into by and between **[OWNERS NAME]** ("**Owner**") and the **LA COSTA RIDGE COMMUNITY ASSOCIATION**, a California nonprofit mutual benefit corporation ("**Association**"). Owner and Association are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. **COMMON INTEREST DEVELOPMENT:** Association is a homeowners' association, as defined in *California Civil Code* section 4080, formed for the purpose of operating and managing the La Costa Ridge planned development (the "**Properties**"), located within the City of Carlsbad, County of San Diego. The scope of the Association's development includes the initial Covered Property, as described in the Association's CC&Rs, and all Additional Property annexed pursuant to the Association's CC&Rs. The Initial Covered Property is described as follows:

Lots 221, 226, 227, 228, 229, 246 and 247 of City of Carlsbad Tract No. 99-04-02 Villages of La Costa - La Costa Ridge, in the City of Carlsbad, County of San Diego, State of California, according to the map thereof No. 14838, filed in the Office of the County Recorder of San Diego County on July 14, 2004.

Lots 1 through 118, inclusive, of Tract No. 04-03 Villages of La Costa - La Costa Ridge, in the City of Carlsbad, County of San Diego, State of California, according to the map thereof No. 15098, filed in the office of the county recorder of San Diego County on September 12, 2005.

Lots 1 through 77 inclusive, of tract no. 04-04 Villages of La Costa - La Costa Ridge, in the City of Carlsbad, County of San Diego, State of California, according to the map thereof No. 15103, filed in the Office of the County Recorder of San Diego County on September 16, 2005.

- B. **PROPERTY AND OWNERSHIP:** Owner is the owner of real property located within Properties at [Owner's home address], in the City of Carlsbad, County of San Diego, State of California ("**Owner's Property**"), more particularly described as follows:

[Legal description of real property as referenced on Deed]

- C. **GOVERNING DOCUMENTS:** Owner is a member of the Association and is bound to comply with the restrictions and requirements set forth in the Association's Governing Documents that affect the use and improvement of Owner's Property. Those Governing Documents include, among other items, the Association's Declaration of Covenants, Conditions and Restrictions for La Costa Ridge, recorded on September 19, 2005 as Document No. 2005-0808219, and amended by document recorded on September 12, 2006, as Document No. 2006-0648215, (collectively referred to herein as the "**Declaration**"), both in the Official Records of San Diego County, California. The Governing Documents also include the Association's Community Design Standards ("**Standards**").
- D. **MODIFICATION OF THE PROPERTY:** Owner's Property was initially constructed with a metal rod fence ("**Original Fence**") in the rear of Owner's Property. The Original Fence separates the rear boundary of Owner's Property from adjacent property owned, managed and maintained by Association ("**Association Property**"). Section 8.9.4 of the Declaration imposes on the Association the responsibility to maintain, repair and replace portions of the Original Fence that face away from Owner's Property. No improvements or alterations to the Fence and its underlying area may be made without obtaining approval from the Association's Architectural Committee ("**AC**"). The Owner now desires to remove the Original Fence and replace it with a glass wall approximately ("**Glass Wall**").
- E. **PURPOSE OF THIS AGREEMENT:** The Association is willing to issue approval for the removal of the Original Fence and subsequent installation of the Glass Wall, contingent upon Owner's execution of this Agreement and adherence to its terms.

AGREEMENT TERMS

NOW THEREFORE, in consideration of their mutual promises, the Parties hereby agree as follows:

1. **ADOPTION OF RECITALS.**

The Parties acknowledge the accuracy of the Recitals above and hereby adopt and incorporate each as the basis for this Agreement.

2. **APPROVAL OF IMPROVEMENT.**

The Association hereby issues approval for the removal of the Original Fence and subsequent installation of the Glass Wall. This paragraph shall not in any respect impact the obligations of Owner to comply with any additional requirements on the Glass Wall's maintenance provided for in the Declaration or the Standards, nor shall it impact the Association's authority to take enforcement action in response to Owner's noncompliance. Any modifications or replacement of the Glass Wall after the execution of this Agreement shall require Owner to obtain prior, written approval from the Association or its AC and, at the Association's election, execute an updated Agreement.

3. **OWNER'S OBLIGATIONS.**

- (a) Owner shall maintain and repair the Glass Wall as satisfaction of all applicable requirements imposed on Owner under the terms of the Association's governing documents or under any applicable laws or regulations. Owner acknowledges that the Association makes no representations or judgments as to the quality of workmanship or method of construction, selection or appropriateness of materials, the long-term useful life of such design, materials or method used for the removal of the Original Fence and installation of the Glass Wall. Approval of the Glass Wall does not constitute acceptance of any technical or engineering specifications, and neither the Association, its Board of Directors, or its AC accepts responsibility for such.

- (b) Owner shall be responsible for paying all sums, debts and obligations arising from any damage to Association Property or other property owned or maintained by the Association caused by the removal of the Original Fence, or installation, maintenance, or repair of the Glass Wall. Any damage to Association Property will be replaced or repaired by an Association-retained contractor. Owner agrees to reimburse the Association for all costs incurred in connection with such repair within fifteen (15) days from the date written demand for reimbursement is mailed to Owner by the Association. Owner's reimbursement obligation shall include all costs incurred by the Association in compelling Owner's compliance with the foregoing, including attorney's fees.
- (c) Owner shall, concurrently with the execution of this Agreement, remit payment to Association in the amount of Two Hundred Fifty Dollars (\$250.00) to reimburse Association for its attorney's fees incurred in the preparation and recording of this Agreement. In the event such payment is not received within ten (10) days following the execution of this Agreement, the Association may, in addition to any other remedies the Association may have, assess the amount of the required payment against Owner and Owner's Property as a special reimbursement assessment.

4. INDEMNIFICATION BY OWNER.

- (a) By executing this Agreement, Owner hereby agrees to indemnify, hold harmless and defend the Association, and its agents (including, but not limited to, its managing agent), representatives, Directors, Officers, shareholders, attorneys, insureds, members, employees or independent contractors from any and all claims (including, but not limited to, any claims brought by other members of the Association in connection with the Original Fence or Glass Wall), losses, liability, and damage arising in any way from the removal of the Original Fence, or installation, use or maintenance of the Glass Wall, and to reimburse the Association or its members for any expenses they may incur in connection therewith (including court costs and reasonable attorneys' fees). No act or statement by the Association or any of its committees, Directors, members, agents, or employees can in any way limit or otherwise reduce Owner's indemnification and reimbursement obligations set forth herein.
- (b) Owner hereby releases and discharges the Association, and its agents (including but not limited to, its managing agent), representatives, Directors, Officers, shareholders, attorneys, insureds, members, employees or independent contractors from any and all liability of whatever kind of nature, whether known or unknown, suspected or unsuspected, which Association may have, now or in the future, for damage to persons or property as a result of the removal of the Original Fence, or installation, use, maintenance or repair of the Glass Wall.
- (c) Owner agrees that, any and all costs related to the removal of the Original Fence, and repair, maintenance and/or removal (if applicable) of the Glass Wall will be borne solely by Owner. Such expenses include, but are not limited to, any permitting or processing fees that may apply to the installation/removal process.
- (d) Owner and Association agree that, in the event the Glass Wall is not properly maintained or must be repaired, the Association shall notify Owner of said breach and allow thirty (30) days for Owner to comply. Thereafter, if Owner has not complied, Association shall have the right to affect repairs to the Glass Wall at the expense of Owner or to compel performance of this Agreement by Owner. Any replacement of the Glass Wall shall require prior approval by Association and shall be at the sole expense of Owner.

5. POWER TO ENFORCE THIS AGREEMENT.

- (a) The Parties hereby agree that, upon failure of Owner to maintain or repair the Glass Wall, the

Association and/or any member in good standing of the Association may rightfully compel performance of this Agreement by Court Order against Owner.

- (b) If any action or proceeding is instituted by any Party to enforce or interpret the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party or Parties its costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees and applicable costs regardless of whether the matter proceeds to judgment or any other form of adjudication.

6. GENERAL PROVISIONS OF THIS AGREEMENT.

- (a) The burden of the covenants herein contained to be performed by Owner is for the benefit of interests in land owned by Owner. The burden of such covenants touch and concern the Owner's Property. It is the intent of the Parties, and the Parties hereby agree, that these covenants shall be binding upon both Owner and upon all successors, heirs, transferees and assigns of Owner and that said these covenants run with the land.
- (b) Owner indemnifies and holds harmless Association from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action resulting from any action performed under or otherwise related to performance of this Agreement.
- (c) Owner and Association represent that the individuals signing this Agreement have full right and authority to bind their respective Parties to this Agreement.
- (d) It is the intent of the Parties that this Agreement, in addition to constituting a binding agreement "running with the land" shall be binding on and inure to the benefit of the respective Parties and their respective heirs, legal representatives, successors, and assigns. A copy of this Agreement shall be recorded in the Official Records of the County of San Diego upon execution.
- (e) The captions and headings in this Agreement are solely for purposes of convenience, are not part of this Agreement, and may not be used to interpret this Agreement.
- (f) Any notices to be given hereunder by any Party to any other Party shall be in writing and shall be delivered either personally or by United States mail, registered or certified, postage paid with return receipt requested.
- (g) This Agreement contains the sole and entire agreement between the Parties and can be modified or amended only in writing. This Agreement supersedes and takes the place of all other agreements, oral or written between the Parties with respect to the subject matter of this Agreement. Neither Party is relying upon any representations or promises not expressly contained herein. Each Party has been advised to seek legal counsel and, in entering into this Agreement, has had the opportunity to rely upon the advice, evaluation and recommendation of its own counsel. It is understood and agreed that the Parties hereto participated equally or had equal opportunity to participate in the drafting of this Agreement.
- (h) The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act of an identical act required to remedy any purported breach. If any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this Agreement

are deemed to be severable.

- (i) This document may be executed in counterparts and as all become effective upon the signature of both parties.

IN WITNESS WHEREOF, this Agreement is hereby executed by the Parties hereto, to be effective as of the date of its execution.

**LA COSTA RIDGE COMMUNITY ASSOCIATION
A California Nonprofit Mutual Benefit Corporation
("ASSOCIATION")**

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

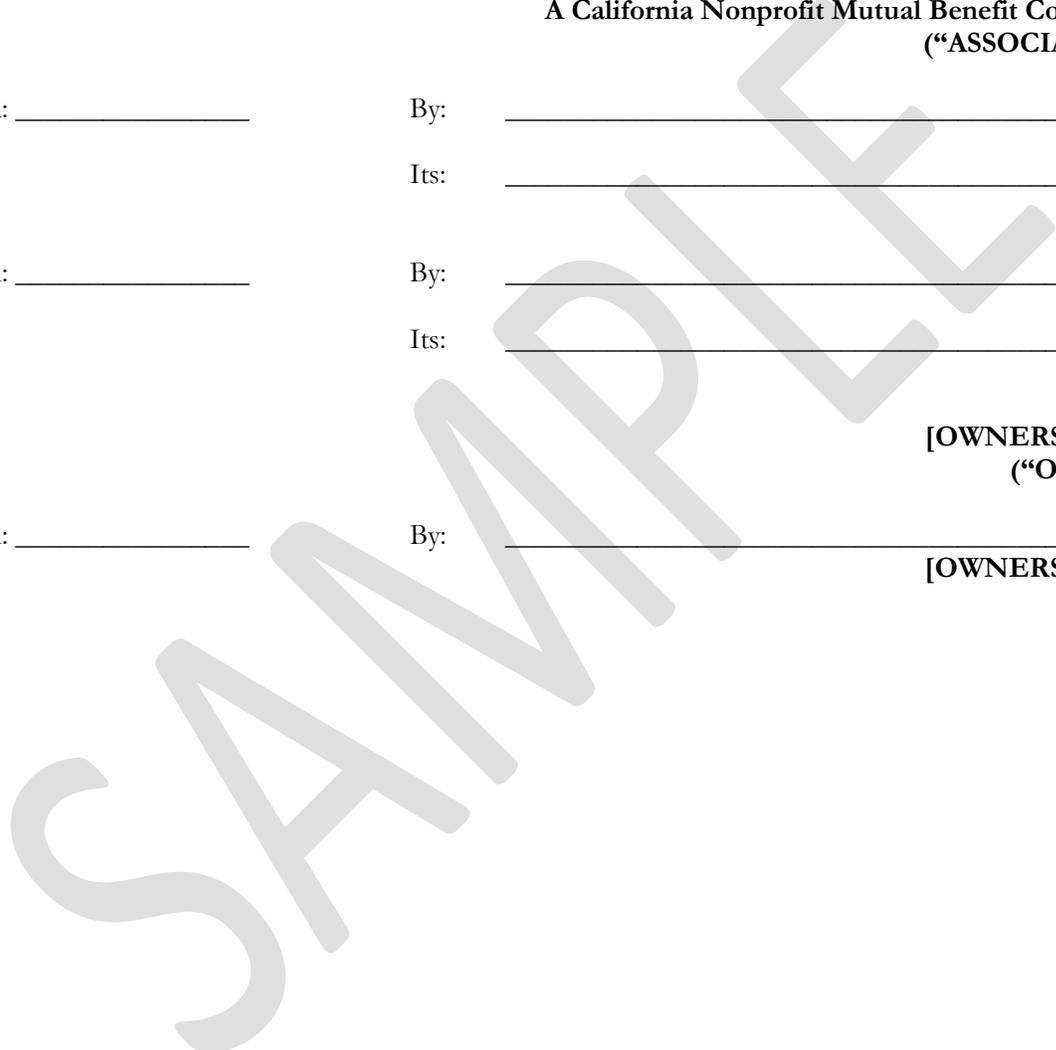
Its: _____

**[OWNERS NAME]
("OWNER")**

Dated: _____

By: _____

[OWNERS NAME]



ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

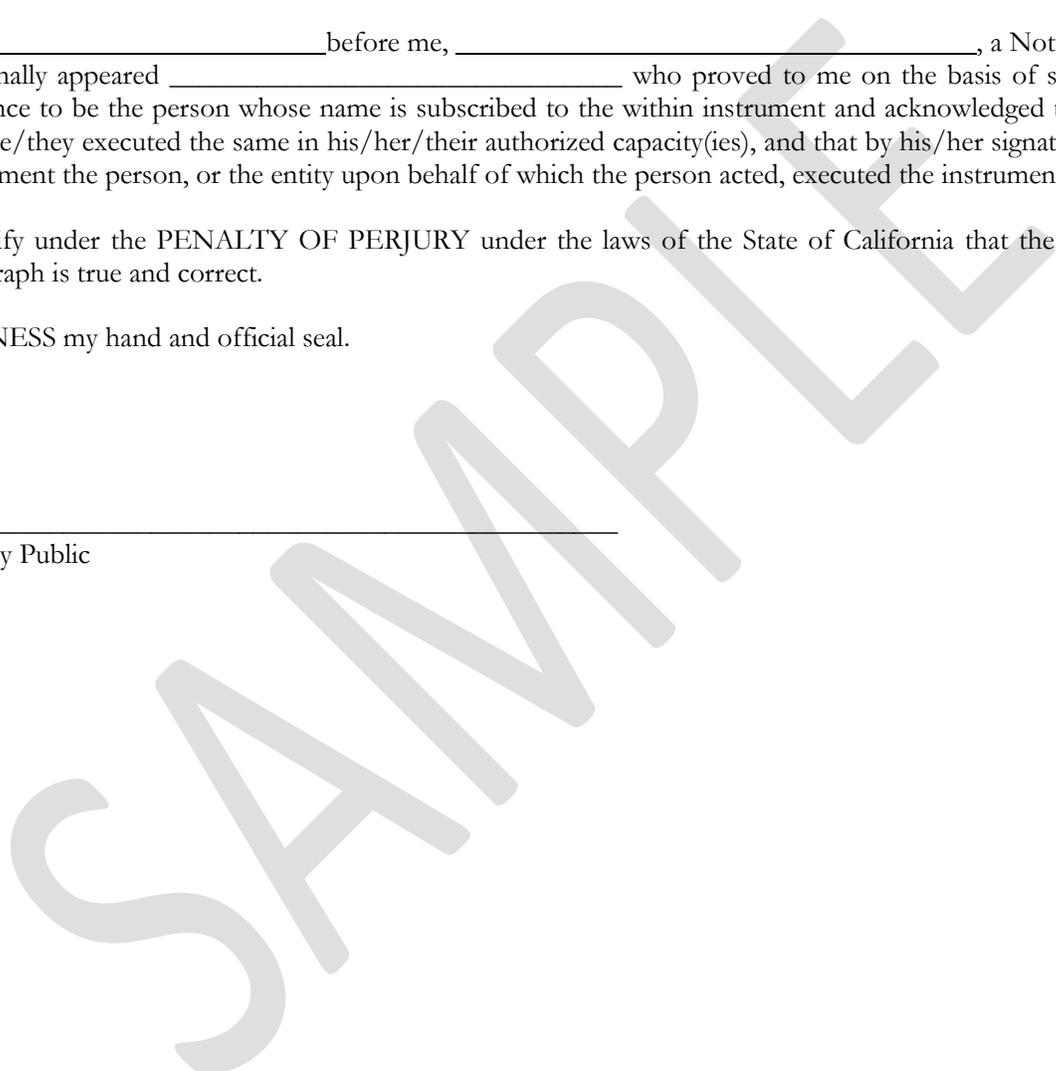
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On _____ before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public



ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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