

AGREEMENT FOR ENCROACHMENT

(New Construction)

This Agreement for Encroachment ("Agreement") is made and entered into by and between the following parties ("Parties"):

A. PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation ("Association"); and

B. _____ ("Owner").

RECITALS

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

1. Owner owns the following real property:

LOT ___ of PINETOP COUNTRY CLUB VILLAGE, a subdivision of Navajo County, Arizona according to the plat recorded in Book 12 of Plats at Page 15 in the office of the Recorder for Navajo County, Arizona ("Lot").

2. Owner wishes to build an improvement which will encroach into the common area owned by the Association as depicted in Exhibit A ("Improvement").

3. Based on the authority granted to the Association by Article X, Section 10.1 of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pinetop Country Club Village recorded at document number 2017-12653 in the official records of Navajo County, Arizona ("Declaration"), the Association has agreed to allow owner to proceed with building the Improvement.

In consideration for the Association granting Owner its architectural approval of the Improvement, the sufficiency of which is hereby acknowledged by the Parties, Owner agrees to the following terms and conditions which shall run with the Lot and be binding upon Owner's successors-in-interest and assigns pursuant to A.R.S. §33-440.

TERMS

1. Maintenance Obligation. Owner agrees to be solely responsible for the maintenance, repair and replacement of the Improvement in conformance with the Declaration.

2. Approval Requirement. Owner shall not make any further additions, modifications or alterations to the Improvement without the Association's prior written approval.

3. Insurance Obligation. Owner will procure and keep in force a liability policy of insurance with combined coverage limits of at least one hundred thousand dollars (\$100,000.00) for claims, demands, suits or actions relating to death, personal injury or property damage made or brought with respect to the Improvement, including, without limitation, any damage to the common area arising from its construction, use, maintenance, or repair.
4. Obligations Run with the Land. The obligations and benefits of this Agreement shall run with the Lot and shall be binding upon and inure to the benefit of the Association and Owner and their respective successors-in-interest.
5. Attorney's Fees. If any suit or action is initiated to enforce any of the terms or provisions of this Agreement, the prevailing Party shall be entitled to the costs and reasonable attorney's fees that it incurs in any such suit or action and in any appeal or review therefrom.
6. Amendment. The rights and obligations of the Parties under this Agreement may be amended or modified by written instrument executed by the Parties and recorded with the office of the Recorder for Navajo County, Arizona.
7. Counterparts. This agreement may be executed in counterparts and all the counterparts, together, shall comprise the fully executed Agreement.

