

WORK REQUESTED: _____
INDEMNIFICATION, HOLD HARMLESS AND RESTRICTIVE COVENANT

THIS AGREEMENT is made this _____ day of _____ 20____, between:

MOUNTAIN SHADOWS AT FRANKLIN LAKES, A CONDOMINIUM ASSOCIATION, A NEW JERSEY CORPORATION ("Associatio") a non profit corporation, created Master Deed dated March 4, 1985, and recorded August 22, 1985 in the Office of the Bergen County Clerk in Deed Book 6919 at Page 689 et seq., as same has been amended from time to time, Mountain Shadows at Franklin Lake, a Condominium Association, has been established pursuant to N.J.S.A 46:88-1, et seq., upon certain land in the Borough of Franklin Lakes, County of Bergen, and State of New Jersey, located at 1 Valen Court, Franklin Lakes, NJ:

And ("Unit Owner"): _____

Residing at: _____ Unit: ____ Building _____

The Association hereby agrees that the Unit Owner shall be permitted to replace/modify as shown on attached modification, (**hereinafter referred to the modification**) subject to the following:

- A. The aforesaid unit is hereby restricted in the the Unit Owner herein and their heirs and assigns shall indemnify and hold harmless the Association from and against any and all maintenance responsibility or repairs claims where such maintenance or repairs result from, directly or indirectly, caused by the **modification** thereof, and further agrees to hold harmless the Association harmless from any and all liability claims arising out of the **modification** or its installation, maintenance, repair or replacement. This Indemnification includes any costs of suit, and/or attorney's fee incurred by the Association.
- B. The Unit Owner agrees to repair or replace any Common Elements and/or Limited Common Element (i.e. siding, framing, grass, shrub beds, etc.) damaged by the **modification** and restore the property to its original condition. In the event the Unit Owner neglects to restore the Common Elements and Limited Common, the costs and expenses incurred by the Association for same shall be the responsibility of the Unit Owner and collectible in the same manner as a Common Expense Assessment. The foregoing is not intended to limit any other remedies available to the Association pursuant to the Master Deed, as amended, or the By-Laws or any other applicable rule or regulation.
- C. All successor Residents/Owners of this Unit will be subject to this Restrictive Covenant and responsible for the obligations described herein.

IN WITNESS WHEREOF, the parties hereto have set their signature on _____ 20____

MSCA :

Please print or type name under signature

UNIT OWNER:

COMPLETED MSCA MODIFICATION APPLICATION MUST BE ATTACHED.