

Recorded at the Request of:
Scottsdale Shadows Regime II
7800 East Camelback Road
Scottsdale, AZ 85251

**INDEMNIFICATION, HOLD HARMLESS and
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

This Indemnification, Hold Harmless and Release and Waiver of Liability Agreement (“Agreement”) is made this ___ day of _____, 20___, between Scottsdale Shadows Regime II, Inc. (“Association”) and _____ (“Owner(s)”) (collectively referred to as “Parties”).

“Association” shall mean Scottsdale Shadows Regime II, Inc.

“Owner” shall mean _____ (name(s)), personal representatives, assigns, heirs, executors, successors and all successor, subsequent and future owners of the Unit.

“Unit” shall mean Unit, _____, of Scottsdale Shadows II, as recorded in Book 150 of Maps, Page 3 of the Official Records of the Maricopa County Recorder, Maricopa County, Arizona.

“Declaration” shall mean the Declaration Submitting Property to a Horizontal Property Regime and Declaration of Covenants, Restrictions and Conditions recorded Docket No. 9524, Page 73, official records of Maricopa County, Arizona.

WHEREAS, pursuant to Article 2, Section 2.5 of the Declaration, “[e]ach co-owner shall install and maintain at all times at his expense carpeting and/or approved sound conditioned floor covering on all the floors in his apartment unit, except kitchen and bath.”

WHEREAS, Owner has installed unauthorized flooring in the Unit, without obtaining prior Board approval, in violation of the Declaration;

WHEREAS, Owner has installed flooring in the Unit, with prior Board approval, in accordance with Regime II Flooring Addendum 2020;

WHEREAS, the Board of Directors has conditionally approved of the Owner continuing to maintain the unauthorized flooring, contingent upon the Owner agreeing to several stipulations.

WHEREAS, the Owner agrees to accept any and all liability regarding the flooring and any costs associated with the flooring, as well as, indemnify and hold the Association harmless with regards to the flooring.

WHEREAS, the Association agrees to permit the Owners to continue to maintain the flooring, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants asserted between the Owner and Association, it is agreed as follows:

In consideration thereof and as part of said agreement, Association hereby agrees to permit the Owner to keep the alternative flooring in the Unit, hallway and other areas of the Unit conditioned on Owner’s agreement to the following, to which Owner hereby unequivocally agrees:

1. Owner warrants that the flooring was installed with a sound conditioned underlayment, and agrees to provide the Board with evidence of the same for the Board's records.

2. In the event that the Board receives a noise complaint regarding Owner's flooring and the Board independently verifies such complaint, the Owner hereby agrees to immediately install Board approved carpet runner(s) and pad(s) or area rugs and pad(s) and/or take any other action the Board deems necessary and appropriate to reduce the noise. The Board shall have sole discretion to determine, for purposes of this Agreement, whether a noise complaint is legitimate. In the event that the Board determines that the carpet runner(s), pad(s) or area rugs and pad(s) and/or any alternative reduction efforts are insufficient, the Board reserves the right to demand removal of the flooring and replacement with carpet and/or other Board approved sound conditioned flooring. In the event that the Board demands removal and replacement, the Owner agrees that the Owner is liable for all costs of removal and replacement and further agrees to complete removal and replacement within sixty (60) days of written demand from the Board.

3. Owner agrees to indemnify, release and hold harmless the Association, its officers, directors, employees and agents and other representatives from any and all losses, costs, claims, liabilities, damages or injuries to persons (including any workers compensation claims) and all manners of action or actions, cause or causes of action, liabilities, obligations, suits, debts, accounts, bonds, covenants, liens, contracts, controversies, torts, agreements, promises, judgments, claims and demands of whatsoever nature, in law or in equity, known or unknown, existing or contingent that may arise as a result of Owner's installation of the flooring, including but not limited to, any and all claims brought by other owners within the Association in connection with the flooring.

4. In the event that any Common Area, easement area, Area of Association Responsibility, neighboring property, or any other area or property located within the Association, becomes damaged, destroyed or otherwise affected as a result of Owner's flooring, the Owner hereby authorizes Association to replace said property and/or repair said damage, destruction or other effect in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, as determined in the sole discretion of the Board of Directors. The amount necessary for such replacement, repairs and/or restoration shall, to the extent required under local law, be paid by said Owner, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in the Association's Declaration.

5. Owner hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her/they/it by the Association allowing the Owner to install the flooring in the Unit.

6. Owner hereby assumes, at the Owner's sole costs and obligation, all maintenance obligations of the flooring.

7. Owner understands and agrees that the Association is relieved of its obligations under the Declaration, if any, as it relates to the flooring, any maintenance obligations of the flooring and any and all obligations related to damages caused by the flooring.

8. In the event that Owner sells, transfers or otherwise conveys the Unit, Owner agrees to remove the flooring and replace the flooring with carpet or other Board approved sound conditioned flooring prior to close of escrow, or if there is no escrow, prior to transfer or conveyance of the Unit.

9. It is the Parties' intention that this Agreement be recorded. All recordation references in this Agreement shall mean and refer to the recordation in the Office of the Maricopa County Recorder, State of Arizona. This Agreement, including all of the terms and conditions contained herein, shall run with the land and be binding upon and shall inure to the benefit of and be enforceable by and against all subsequent Owners of the Unit.

OWNER HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS INDEMNIFICATION, HOLD HARMLESS and RELEASE AND WAIVER OF LIABILITY AGREEMENT.

“OWNER”

By: _____ (signature)

Print name: _____ Date: _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for Maricopa County, Arizona, personally appeared _____, who acknowledged that he/she is the Owner of Unit _____, of Scottsdale Shadows II, and being authorized to do so, subscribed and swore to the statements contained in the notice.

Notary Public

My Commission Expires:

“ASSOCIATION”

By: _____ (signature)
President of the Board

Print name: _____ Date: _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for Maricopa County, Arizona, personally appeared _____, who acknowledged that he/she is the Board President for Scottsdale Shadows Regime II, and being authorized to do so, subscribed and swore to the statements contained in the notice.

Notary Public

My Commission Expires:
