

An Agreement to Release and Indemnify the Pinnacle Homeowners' Association for any Liability or Damages related to Coordinated Projects, including Window Replacement, with the Pinnacle Homeowners' Association's Exterior Renovation Project

I/We _____,
_____, the Unit Owner(s) of

_____,
("Owner") want to coordinate a project (a Coordinated Project) on our Pinnacle unit at our expense, using either the Pinnacle Homeowners' Association's (PHOA) general contractor while the PHOA general contractor does the Exterior Renovation Project, or another contractor of our choosing.

Unit owners who replace their windows in coordination with the Exterior Renovation Project may have cost savings for the window installation and if multiple Unit Owners decide to go with the same window manufacturer (coordinated through the Project general contractor), a quantity discount for the cost of the windows may also be available.

Unit Owners who do Coordinated Projects, including those replacing their windows in coordination with the Exterior Renovation Project, may have cost savings. Unit Owner understands and agrees that there is no certainty that Unit Owner will get either cost savings or a quantity discount by doing any Coordinated Project and the Pinnacle Homeowners' Association makes no claim or assurance that cost savings may result.

Unit Owner understands and agrees under the Amended and Restated Condominium Declaration for The Pinnacle at Deer Valley Condominium ("Declaration"), Article XXI, Section (a), that Unit Owners are responsible for the maintenance and replacement of all windows and other glass contained in their Unit. Unit Owner affirms that the replacement windows will be "harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction," as required by Article VI, Section (b)(xviii) and (xix), including that the replacement windows will be metal clad and will be the same size as the existing windows.

Unit Owner understands and agrees that under the Declaration, the Pinnacle Homeowners' Association (PHOA) by agreeing to allow you to coordinate your project, including window replacement, with the Exterior Renovation Project assumes no responsibility or liability for the Coordinated Project, including windows, any maintenance of the windows, or any damages to the windows or the other Units, Common Areas, or Limited Common Areas* associated with coordinating window replacement with the Exterior Replacement Project, during or after the window replacement project.

Unit Owner understands and agrees that that Owner is responsible for and will repair and any damage to any other Unit or the Common Areas caused by Unit Owner's Coordinated Project, including window replacement, during the course of making this Coordinated Project and after the Coordinated Project is completed.

Unit Owner agrees to indemnify, defend, and hold PHOA harmless from any claims relating to damage to Units, Common Areas, or Limited Common Areas caused by the Coordinated Project, including window replacement.

_____, Unit Owner

_____, Unit Owner

_____ Date

_____,
Pinnacle Homeowners' Association

_____ Date

*"Limited Common Area" shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be the driveways, parking stalls, garages, balconies, patios and decks (including any expanded decks and gates) that are adjacent to, contiguous with and open into the Units, as more particularly identified in the Map. The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same, in accordance with any rules and regulations adopted by the Management Committee, so long as such Owner owns the Unit associated with such Limited Common Area.