

**When Recorded Mail To:**

Leisure World Community Association  
Attn: Angela McVicker  
908 S. Power Road  
Mesa, AZ 85206

*For Recorder's Office Use Only*

**MAINTENANCE RESPONSIBILITY AGREEMENT**

(RE: \_\_\_\_\_ Leisure World, Mesa, Arizona 85206)

This Maintenance Responsibility Agreement ("Responsibility Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (the "Owner"), and Leisure World Community Association, an Arizona nonprofit corporation (the "Association").

**RECITALS:**

- A. The Owner is the record owner of Manor/Lot \_\_\_\_\_, of Leisure World Plat \_\_\_\_\_, according to the plat recorded in Book \_\_\_\_\_ of Maps, Page \_\_\_\_\_, Official Records of Maricopa County, Arizona (the "Manor").
- B. As described in the Consolidated and Restated Declaration of Covenants, Conditions and Restrictions for Leisure World Plats 1 through 5 and Plat 16, recorded as Document No. 20130269171, as amended by that certain amendment recorded as Document No. 20140225662, all of the Official Records of Maricopa County, Arizona (as amended, the "Declaration"), the applicable property restrictions prohibit the alteration, construction or removal of any building, fence or other structure or alteration of any common area or limited common area without the prior approval of the Architectural Control Committee of the Association (the "Committee").
- C. Owner has requested approval of the Committee to alter the Manor and/or the common area or limited common area associated therewith, as more specifically described on Exhibit A ("Form 14 Permit Application and required Building Permits if any") attached hereto and incorporated herein by this reference (the "Project"). Under the Declaration, the Association may have certain obligations to maintain certain portions of the Manor and/or other real or personal property that will be affected by the Project (the "Affected Property").
- D. The Committee conditionally approves the Owner, pursuant to the approved "ACC Permit Application" number \_\_\_\_\_, and the attachments thereto, approval date \_\_\_\_\_, for construction of the Project, provided (i) Owner releases the Association from its obligations under the Declaration to, among other things, paint, repair, maintain and replace the Affected Property, and (ii) Owner assumes the obligation to, among other things, paint, repair, maintain and replace any Affected Property in accordance with standards set by the Association from time to time.
- E. Furthermore, as noted in the ACC Rules and Procedures, approved by the Association's Board of Directors on March 20, 2019, it states on page 18:

**MAINTENANCE RESPONSIBILITY AGREEMENT**

**Legal Review Date 7/23/19**

**MANOR OWNER FUTURE MAINTANENCE AND RESPONSIBILITY:** It is the responsibility of the current and/or future manor owner(s) to maintain any exterior physical modifications made to their individual manor(s) at their own expense and accept liability for any damages which may result from the change. It is understood the LWCA shall be no longer liable or responsible for any modification made to any manor by any manor owner.

## **AGREEMENT:**

Now, therefore, in consideration of the recitals and mutual covenants herein, Owner and Association agree as follows:

1. The Association hereby grants approval to Owner for construction of the Project, provided that such construction fully complies with the plans and specifications heretofore submitted to and approved by the Committee.
2. Owner hereby releases the Association from its obligations under the Declaration or otherwise to, among other things, paint, repair, maintain and replace any of the Affected Property and Owner further acknowledges the Association is no longer responsible for the same. Moreover, to the fullest extent possible, the Owner shall indemnify, defend, and hold the Association harmless from any damage, claim, obligation or liability arising from or related to any installation, construction, maintenance, or removal associated with the Project or Manor.
3. Owner hereby agrees to pay for any and all alterations to the landscaping and irrigation adjacent to the Project area or Manor necessary to limit damage created from excessive irrigation water to any and all additions and alterations to the original structure. Such additions and alterations may include, but is not limited to Sprinklers of any type, Bubblers, Drippers, Pipes, Lines, Wires, Bricks, Pavers, Rock, Shrubs, Plants, Bushes, Trees and any undersurface unseen item.
4. In addition to assuming any other maintenance obligations set forth on Exhibit B (the detail of Owner and Leisure World Responsibilities) hereto, if any, Owner hereby assumes the obligation to, among other things, paint, repair, maintain and replace the Manor and Affected Property in accordance with standards set by the Association from time to time. Owner agrees not to do anything that may affect the exterior appearance of the Manor and Affected Property without the prior written consent of the Committee, which consent may be withheld in the Committee's sole discretion.
5. The Owner acknowledges and agrees that the improvements and changes made by the Project are not covered by the Association's casualty insurance, and the Owner is responsible for obtaining casualty insurance related to the Project and Manor.
6. If the Association determines that Owner is not performing its obligations under this Responsibility Agreement, the Association may give written notice of such non-performance to Owner specifying the work that the Association determines Owner is obligated to perform under this Responsibility Agreement. If Owner fails to perform the work specified in the notice within thirty (30) days after receipt of the notice, the Association shall have the right, but not the obligation, to perform such work; and the cost incurred by the Association in connection with such work shall be due and payable to the Association within five (5) days after demand therefore, and if not timely paid, interest shall accrue thereon at the rate of 18% per annum from the date such costs were due and

payable through and including the date of receipt of such costs and interest. Owner agrees that any amounts due to the Association under this Responsibility Agreement shall be secured by the lien granted to the Association in the Declaration and A.R.S. § 33-1807 or A.R.S. § 33-1256 to secure payment of Carrying Charges, Assessments and other amounts due the Association. Owner further agrees that the Association may foreclose its lien or otherwise enforce collection of any amounts due the Association under this Responsibility Agreement to the same extent and in the same manner as it has the right to enforce collection of Carrying Charges, Assessments and other amounts due under the Declaration.

7. Nothing herein contained shall be deemed to alter or modify Owners obligation to the Association for Carrying Charges, Assessments and other amounts due to the Association under the Declaration.
8. The terms and provisions of this Responsibility Agreement shall run with the Manor and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Manor or any part thereof, and their respective heirs, successors and assigns, and shall be for the benefit of and may be enforced by the Association, and its successors and assigns.
9. This Responsibility Agreement may only be modified or terminated by an instrument in writing executed by Owner or its successor in interest and the Association, its successors and assigns. Any such amendment or termination shall be effective only upon the recording of the amendment or termination with the Recorder of Maricopa County, Arizona.
10. In the event of any legal action arising out of this Responsibility Agreement, the prevailing party in such action shall be entitled to recover the reasonable attorney's fees and costs incurred in such action.
11. Any notice or demand which under the terms of this Responsibility Agreement or by law may or is required to be given shall be in writing and shall be given or made by mailing the same by certified mail, return receipt requested, postage pre-paid, or by personal delivery, to the other party at the address set for the below:

Association:                      Leisure World Community Association  
    908 South Power Road  
    Mesa, Arizona 85206

Owner:                                \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

Any such notice or demand shall be deemed given upon receipt, if personally delivered, or three days after the notice or demand is deposited in the United States mail in the manner set forth in this Section. Either party may from time to time designate a different address to which notice shall be given of such new address to the other party.

12. Notwithstanding anything contained herein to the contrary, the painting of exterior surfaces on the Manor not in excess of the square footage of the original exterior surfaces of the Manor will remain the obligation of the Association; provided, however, that within thirty (30) days following the completion of the Project, Owner, at its costs and expense, shall paint the exterior of the Manor to match the color of the rest of the Manor. The interior painting of any enclosed surfaces will not be performed by the Association and is the sole

responsibility of the Owner. Moreover, the Association will not be responsible for the maintenance of quasi-permanent enclosures such as screened rooms.

IN WITNESS WHEREOF, this Responsibility Agreement has been executed as of the day and year first set forth above.

LEISURE WORLD COMMUNITY ASSOCIATION,  
an Arizona nonprofit corporation

By: \_\_\_\_\_  
Robert Kimble, its Community Manager

STATE OF ARIZONA            )  
  ) SS:  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Robert Kimble, the Community Manager of Leisure World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

OWNER(S):

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

STATE OF ARIZONA            )  
  ) SS:  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## **EXHIBIT B**

### DETAIL OF OWNER AND LEISURE WORLD RESPONSIBILITIES

In accordance to Exhibit A, Owner hereby assumes the obligation to, among other things, paint, repair, maintain and replace the item(s) described in Exhibit A.

The following obligations have been absolved from Leisure World's responsibilities:

- A
- B
- C
- D

This will be effective date of notary signed.