

EXHIBIT H – LANDSCAPE AREA MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement is made by and between the Sunhollow Homeowners Association, a California Non-Profit Corporation (hereinafter "Homeowner Association"), and _____ (hereinafter "Owner"). Association and Owner will collectively be referred to in this Agreement from time to time as the "Parties" and individually as a "Party." The obligations of Owner in this Agreement are binding upon and shall inure to all of Owner's successors, heirs, agents and assigns, including any subsequent owner of the Lot.

RECITALS

A. WHEREAS, the Association is a California non-profit corporation existing for the purpose of, among other things, administering the Declaration of Covenants and Restrictions, recorded June 29, 1973, as Document No. 31452, of the Official Records of Orange County, California, and as may have been amended or supplemented from time to time (hereinafter the "Declaration"), as well as the Association's other governing documents as that term is defined in California *Civil Code* §6552;

B. WHEREAS, Owner is the record owner of certain real property within the Association commonly referred to as _____, San Juan Capistrano (hereinafter the "Property");

C. WHEREAS, the Property is subject to the restrictions set forth in the Declaration and the Association's other governing documents;

D. WHEREAS, the Association has the authority to allow homeowners the option to transfer responsibility for maintenance of the landscaping within the three foot (3') area around their residences and patios to the Association; and

E. WHEREAS, Owner and Association wish to enter into an agreement whereby Owner transfers maintenance and control of the landscaping within the three foot (3') area ("Subject Area") around their residence to the Association.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein by this reference and made a part of this Agreement.
2. Maintenance of the Three-Foot Area. At all times, the Association shall maintain all landscaping in the Subject Area in a good state of repair subject to the reasonable regulations of the Association, and in full compliance with all applicable laws, regulations ordinances, requirements, etc. of all governmental or quasi-governmental agencies/entities. Association shall be responsible for all landscaping of the Subject Area. Association shall have the authority and power to establish landscaping schedules for the Subject Area, at the discretion of the Board of Directors, which includes but is not limited to timing, duration, and frequency of landscaping. Association shall have the option and authority to choose any and all materials, contractors, and equipment used for landscaping purposes, among other things. Owner shall relinquish all power, rights, authority, and control related to landscaping of the Subject Area.
3. Indemnification. Owner agrees to indemnify, defend, and hold Association and its directors, officers, and agents, and managing agents harmless from and against any and all losses, damages, liabilities, or claims or assertions thereof (including but not limited to reasonable attorney's fees and costs) arising from or related to Owner's unauthorized maintenance or landscaping of the Subject Area, including any willful or negligent conduct. Owner covenants and agrees that if Owner materially breaches any of the terms and conditions of this Agreement, Association shall be entitled costs incurred that are attributable to Owner's failure to abide by the terms of this Agreement.
4. Liability Insurance. Owner shall maintain property and general liability insurance on the Property, to include the Subject Area. Proof of such insurance must be provided upon request by the Association. Owner shall notify Association at least thirty (30) days in advance of any cancellation, modification or termination of such insurance.
5. Termination. This Agreement may be terminated at the Board's discretion in the event Owner fails to abide by its terms. The Board reserves the right to terminate this program and all existing Maintenance Agreements at any time.
6. Matters Not Covered. Any decision concerning landscaping of the Subject Area not specifically covered by this Agreement, on matters reasonably inferable from the terms of this Agreement, shall rest within the reasonable discretion of the Association's Board of Directors.

7. Amendment. This Agreement shall not be amended, modified, or otherwise changed except by a writing duly signed by an authorized representative of each Party.
8. Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
9. Voluntary Agreement. The Parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents and legal significance thereof, and that they sign the same freely and voluntarily. Each Party to this Agreement has had the opportunity to rely upon the advice, evaluation and recommendation of its own counsel.
10. Controlling Law. The provisions of this Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
11. Executed in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall supersede all other contemporaneous or prior oral and written agreements between them relating to the subject matter of this Agreement.
13. Headers and Interpretation. Headings at the beginning of each paragraph are solely for the convenience of the Parties, and not a part of this Agreement. This Agreement shall be construed according to its fair meaning and as though no single Party drafted this Agreement.
14. Non-Severability. The provisions of this Agreement are severable, and if any one or more provisions is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
15. Miscellaneous. This Agreement shall not operate to waive any other provisions of the Association's governing documents and the enforcement thereof, for any purpose, except as is specifically set forth herein, and has no effect upon Owner's obligation to pay assessments.

16. Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign and, in the capacity, stated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective representatives, thereunto duly authorized.

"OWNER"

By: _____

Printed Name: _____

Dated: _____

"ASSOCIATION"

SUNHOLLOW HOMEOWNERS ASSOCIATION, A
California Non-Profit Corporation

By: _____

Printed Name: _____

Officer Position: _____

Dated: _____