

MAINTENANCE AND INDEMNIFICATION COVENANTS

This agreement for Easement and Indemnification Covenants (“**Agreement**”) is made as of _____ (the “**Effective Date**”) by and between Williamsburg Village Homeowners’ Association, a Minnesota nonprofit corporation, (the “**Association**”) and _____ (the “**Owner**”);

WHEREAS, the Association is a common interest community organized to administer and operate real property located in Hennepin County, Minnesota.

WHEREAS, the Owner owns the real property within the Association, commonly known as _____, the “**Owner Property**” as legally described on **Exhibit A** hereto; and

WHEREAS, the Owner Property is subject to the Declaration of Covenants, Conditions, Restrictions and Easements dated August 14, 1984 and filed in the Office of the Registrar of Titles for Hennepin County on August 22, 1984 as Document Number 1596123, as amended (the “**Declaration**”); and

WHEREAS, the Owner Property is subject to the Declaration and in accordance with Minn. Stat. 500.216, the Owner seeks authorization from the Association to install a solar energy system on the Owner Property;

WHEREAS, in accordance with the requirements established by the Association, consistent with Minn. Stat. 500.216, as a condition for the Owner’s application for the installation of a solar energy system at the Owner Property, the Owner agrees to the following covenants which shall bind owner, each successive owner and run with title to the Owner Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. **Installation of Solar Energy System.** The Owner intends on submitting an application for architectural change to the Owner Property to install a solar energy system on the Property. Consistent with the requirements of Minn. Stat. 500.216, Subd. 4(a)(3) and (5), the Owner enters into this maintenance and indemnification agreement as part of the consideration, and one of the requirements, of the Association’s approval of their application for architectural change relating to the installation of a solar energy system.
3. **Non-Encroachment.** The owner represents the proposed solar energy system will be contained entirely within the Owner Property and will not encroach upon Common Elements owned by the Association, as defined in the Declaration.

4. **Reimbursement.** The owner(s) agrees to be responsible for removing the solar energy system if reasonably necessary to repair, perform maintenance, or replace common elements or limited common elements. The owner agrees to reimburse the Association for any such costs as they relate to the solar energy system.
5. **Maintenance.** The Owner shall be responsible for repairing, maintaining and replacing all portions of the solar energy system, at their sole expense.
6. **Indemnification.** The Owner of the Owner Property agrees to indemnify and hold the Association harmless for any costs, losses, expenses, attorneys' fees or other damages that may arise as a result of any action by the indemnifying party or any agent of the indemnifying party related to the exercise or use of the solar energy system, except such costs, losses, expenses, attorney's fees or other damages as shall have been caused by the negligent or willful act of the Association, or its agents. This indemnification agreement shall not be limited in any way by the limitations on the amount or type of damages, compensation or benefits payable under workers' compensation acts, disability acts or other employee benefit acts, or under any applicable insurance policies.
7. **Insurance.** The Owner shall be responsible for maintaining property insurance in broad form covering on the solar energy system covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the solar energy system, less deductibles, and shall list the Association as a certificate holder on the owner's insurance policy.
8. **Covenants to Run with Land.** The parties agree that the Agreement shall constitute a covenant running with the Owner Property and all such terms shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns.
9. **Waiver.** Any waiver by any Party of any default of another Party shall not affect or impair any right arising from such default or any subsequent default.
10. **Severability.** If any clause, provision, or portion of this Agreement is deemed to be illegal, invalid, or unenforceable under present or future laws, then the remainder of the Agreement shall remain unaffected, but the illegal, invalid, or unenforceable provision shall be modified in such a way that effectuates the intention of this Agreement but complies with all applicable laws.
11. **Captions.** The caption of each paragraph of this Agreement is for convenience only and shall not be considered in the interpretation or construction of any provision of this Agreement.
12. **Amendment or Termination.** This Agreement may be amended or terminated by, and only by, a written agreement signed by all the parties hereto, or their successors in interest, as the case may be.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
14. **Construction of Agreement.** The rule of strict construction shall not apply to the terms contained in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable interpretation so that the intention of the parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out. In no way shall this Agreement be read in any manner which conflicts with the Association's Declaration or supersedes or replaces the provisions therein. The Association shall retain all rights, remedies, architectural controls, and powers pursuant to the Declaration and its governing documents, and may implement any of the aforementioned rights, in any manner related to the solar energy system, as it deems necessary.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date.

**Williamsburg Village Homeowners'
Association Inc.**

Owner(s)

By: _____

By: _____

Its: President

By: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, the President of Williamsburg Village Homeowners' Association, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Greenstein Sellers PLLC
825 Nicollet Mall, Suite 1648
Minneapolis, Minnesota 554402

EXHIBIT A

Legal Description of Property