

**RECORDING REQUESTED BY:**

Walnut Park Homeowners Association  
Association Communications, Inc.  
3732 Mt. Diablo Blvd. #395  
Lafayette, CA 94549

**WHEN RECORDED, RETURN TO:**

SAME

RELEASE

This Release is made, executed and entered into by and between The Walnut Park Homeowners Association, a California mutual benefit non-profit corporation (hereafter "Releasee") and (Name) \_\_\_\_\_ owner of a unit within the Walnut Park Project (hereafter "Releasor") on (Date) \_\_\_\_\_.

WHEREAS, Releasee, pursuant to Article V of the Declaration of Covenants, Conditions and Restrictions, recorded February 26, 1979 as instrument #79-25130, Contra Costa County official records (hereinafter collectively "CC&Rs"), has the duty, responsibility and obligation to repair, maintain, and periodically replace the Common Area of the Walnut Park development, and certain aspects of the individual residences situated therein, including the non-structural, exterior of the residences, particularly the **STRUCTURE** thereof;

WHEREAS, Releasee, pursuant to Article XI of the CC&Rs, has a right of prior approval of any repairs, alterations, modifications, construction, improvements of or to any portion of the Common Area of the exterior of the said individual residences situated within the Walnut Park development;

WHEREAS, Releasor is presently record owner of a residential unit situated within the Walnut Park development, commonly know as (Unit Address) \_\_\_\_\_, City of Walnut Creek, County of Contra Costa, State of California.

WHEREAS, Releasor intends to make the following alterations, improvements or installation on and to the exterior Structure, namely window replacements, of Releasor's above described residential unit within the Walnut Park Project:

**[WINDOW AND OR SLIDING DOOR REPLACEMENT]**

WHEREAS, Releasor has made application to releasee, including submission of Releasor's plans and specifications for the installation of said **ARCHITECTURAL IMPROVEMENT** for approval of the installation thereof in accordance with Article XI of the CC&Rs and the applicable rules promulgated by Releasee and

WHEREAS, Releasor's installation of said **ARCHITECTURAL IMPROVEMENT** will result in additional, other and different repairs and maintenance to the exterior **STRUCTURE** of Releasor's individual residence unit, the contemplated by the CC&Rs.

NOW, THEREFORE, in consideration of Releasee's approval of the Releasor's installation of the said **ARCHITECTURAL IMPROVEMENT** on the exterior **STRUCTURE** of Releasor's individual residence, pursuant to all applicable provisions of the CC&Rs, the parties hereto promise, covenant and agree as follows;

1. RELEASE: In consideration of Releasee's permission and approval of Releasor's installation of the said **ARCHITECTURAL IMPROVEMENT** on and in the exterior **STRUCTURE** of Releasor's residence within the Walnut Park development, and as an express, material condition precedent to Releasee's approval thereof, Releasor, for themselves, their heirs, executors, assigns, and successors in interest, hereby fully release, acquit, and forever discharge Releasee from any and all obligation, duty, or responsibility to repair, replace or otherwise maintain the whole or any portion of the said **ARCHITECTURAL IMPROVEMENT** and from any and all obligation to repair any damage or loss which may be occasioned to Releasor's individual residential unit, or to any portion of the Common Area, resulting from Releasor's installation of the said **ARCHITECTURAL IMPROVEMENT** or by reason of any defect, inadequacy, or deficiency in the **ARCHITECTURAL IMPROVEMENT** itself, or its suitability

2. RELEASOR'S DUTY TO MAINTAIN: Releasor hereby promises, covenants, and expressly agrees to perform and provide, at Releasor's sole cost and expense, and in a timely and good and workmanlike fashion, any and all work labor, and materials for the original installation and subsequent maintenance repair and/or replacement of the said **ARCHITECTURAL IMPROVEMENT**. In the event that, for any reason whatever, Releasor fails, refuses or otherwise neglects to so repair, replace or otherwise maintain the modification in a first class, weather and water tight condition, Releasee, after written notice to Releasor, affording Releasor reasonable opportunity to make such necessary and appropriate repair, replacement and maintenance and of Releasee's intention to perform same, may perform such repair, replacement and/or maintenance as may reasonably be necessary, charging the cost thereof to Releasor and, pursuant to the provisions of Article VI of the CC&Rs, the cost of any such reasonably necessary maintenance, repair or replacement actually paid by Releasee shall be added to and become part of the assessment to which Releasor's residence unit is subject..

3. NEED FOR SUBSEQUENT REMOVAL: Releasor hereby acknowledges, understands covenants and agrees that, in the course of Releasee's future maintenance, repair and replacement of the exterior **STRUCTURE** of Releasor's residential unit, the removal or alteration of said **ARCHITECTURAL IMPROVEMENT** may become reasonably necessary to the accomplishment of said **STRUCTURE** repair, replacement or maintenance in a good and workmanlike fashion and, in such event, Releasor expressly promises, covenants, and agrees that any such necessary removal and replacement of said **ARCHITECTURAL IMPROVEMENT** shall be at Releasor's sole cost and expense and Releasor shall indemnify and hold Releasee free and harmless from any cost or expense with relation hereto.

4. RESULTANT ADDITIONAL MAINTENANCE: Releasor further expressly acknowledges, covenants and agrees that Releasor's installation of said **ARCHITECTURAL IMPROVEMENT** the exterior [**STRUCTURE**] of Releasor's residential unit may necessarily result in other additional and unanticipated repair, replacement and maintenance of said exterior [**STRUCTURE**] surfaces, than contemplated by the CC&Rs and in that regard, Releasor hereby promises, covenants and agrees to indemnify and hold Releasee completely free and harmless from any and all loss, cost, damage, or expense which may reasonably be incurred by Releasee for such other additional and unanticipated repairs or maintenance. The actual cost expended by Releasee in such other, additional and unanticipated repair, replacement or maintenance shall be chargeable to Releasor, and shall be added to and become a part of the assessment to which Releasor's residential unit is subject.

5. INDEMNIFICATION: Releasor here by expressly promises, covenants, and agrees to indemnify, defend and hold Releasee absolutely free and harmless from any and all loss, cost, claim, damage, expense, or other such liability which may result to Releasee by reason of Releasor's installation of the aforesaid [**ARCHITECTURAL IMPROVEMENT**] including, without limitation, any defective workmanship, design, construction or other such matters pertaining to the said [**ARCHITECTURAL IMPROVEMENT**] installation, or its suitability therefore.

6. WAIVER OF RESPONSIBILITY: As set forth hereinabove, the parties hereto acknowledged and agreed that the removal and replacement of said [**ARCHITECTURAL IMPROVEMENT**] may become necessary in the normal course of Releasee's routine and periodic maintenance, repair and replacement of the exterior [**STRUCTURE**] surface of Releasor's individual residence unit pursuant to the CC&Rs and Releasor's hereby waives and relinquishes any and all claims actions, cause or action or other such right to recover from Releasee or otherwise hold Releasee responsible for any damage which may occur to said [**ARCHITECTURAL IMPROVEMENT**] during the course of any future necessary removal or replacement there of, or during the course or as a result of such [**STRUCTURE**] repair, maintenance or replacement, it being specifically contemplated and understood by the parties hereto that such damage to said [**ARCHITECTURAL IMPROVEMENT**] is reasonably foreseeable.

7. INUREMENT: This Release shall be binding upon and inure to the benefit of the heirs, successors, assigns, personal representatives, executors and administrators of each of the parties hereto.

8. ATTORNEYS' FEES: In the event either party to this Release institutes litigation respecting the interpretation, construction, enforcement of any of the terms, provisions, or conditions hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees, costs and all expenses incurred in connection therewith.

9. ENTIRE AGREEMENT: This Release contains the entire agreement of the parties hereto and any change amendment or alteration hereof shall be ineffective unless reduced to writing, executed and acknowledged by the parties thereto, and actually recorded in the Official Records of Contra Costa County.

IN WITNESS WHEREOF, the parties hereto have executed this Release in duplicate original as of the day and year first written above.

RELEASOR:

\_\_\_\_\_

Walnut Creek, CA 94598

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Unit Owner

RELEASEE:

WALNUT PARK HOMEOWNERS ASSOCIATION  
a mutual benefit non-profit corporation

\_\_\_\_\_  
President or his assignee