

Estoppel/Indemnification Certificate

This statement is issued by the undersigned for the purpose of defining the respective rights and responsibilities of Westwood Village Homeowners Association, Inc. (the Association), and

_____ [the Owner(s)] of Unit number _____ of _____
_____, Westwood Village Condominium, (Owner) with respect to the improvements hereinafter defined.

Owner has requested and received permission for the construction/alteration identified as follows:

(attach additional pages, as necessary)

Owner has, prior to initiating construction or alteration, submitted to the Association an approved set of plans, together with this Estoppel/Indemnification Statement.

In consideration of the permission granted by the Association to Owner for the construction/alteration, Owner hereby agrees to indemnify and hold the Association harmless from any and all claims, demands, causes of action, costs, or judgments arising out of the construction or alteration identified above. Owner further represents and warrants to the Association that all construction and improvements will be performed in a workmanlike manner, and shall be in compliance with the applicable uniform codes which are in effect within the city of Sandpoint, Idaho.

In the event the improvements contemplated by Owner impact common areas, or limited common areas, then Owner and his, her or its grantee(s), successors and assigns shall forever be responsible for the ongoing maintenance and repair of those improvements. This agreement, together with the construction or alteration contemplated by the Owner, shall be subject to all conditions of the Bylaws, Declaration of Condominium, or the Rules and Regulations of the Association.

In the event the construction/alteration does not comply with the terms of this agreement, the Association shall have the right to pursue recovery of any and all damages and expenses from the Owner, his heirs, successors and assigns, and shall be entitled to an award of attorney's fees and costs in seeking compliance with this statement. The execution hereof shall constitute a consensual lien in favor of the Association and against the Owner's Unit for any and all damages, costs and expenses incurred by the Association in remedying any breach of this statement, or any departure from the plans provided.

The undersigned hereby agrees this statement may be recorded by the Association.

DATED THIS _____ day of _____, 20____.

OWNER

OWNER

STATE OF _____)
County of _____)

ss.

On this _____ day of _____, 20____, before me a notary public in and for said

state, personally appeared _____, known to me to be the person(s) whose name(s)

is/are subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public – State of _____
My commission expires _____