

**RECORDING REQUESTED BY:**

**WHEN RECORDED, MAIL TO:**

HARLE, JANICS & KANNEN (KAJ)  
575 Anton Boulevard, Suite 460  
Costa Mesa, CA 92626

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*(Space Above For Recorder's Use)*

**IMPROVEMENT AGREEMENT**

This IMPROVEMENT AGREEMENT ("Agreement") is made by and between \_\_\_\_\_ ("Owner"), and **EVO HOMEOWNERS ASSOCIATION**, a California nonprofit mutual benefit corporation ("Association"), sometimes referred to herein individually as a "Party" and collectively as the "Parties," with reference to the following facts:

A. Association is an association as defined in California Civil Code Section 1351(a), formed for the purpose of operating and managing the Evo condominium development ("Development") in the City of Los Angeles, State of California (the "Property").

B. Owner is the owner of a condominium unit ("Owner's Property"), located within the Development, commonly referred to as:

1155 S. Grand Avenue, Unit \_\_\_\_\_, Los Angeles, California 90015.

C. Owner wishes to have a Jacob Jensen wireless doorbell system ("Doorbell") installed on the outside of Owner's Property and the Association wishes to install the Doorbell, subject to the terms and conditions of this Agreement.

D. All capitalized terms in this Agreement shall be defined according to the Definitions in Article I of the Evo Enabling Declaration, which was recorded on April 2, 2008, as Instrument No. 20080562745 of the Official Records of Los Angeles County, California, unless otherwise defined herein.

NOW, THEREFORE, the Parties agree as follows:

1. Authorization to Install Doorbell on Outside of Owner's Property. The Association hereby authorizes the installation of the Doorbell on the outside of Owner's Property subject to the terms of this Agreement.

2. Installation by Association. The Association's authorized contractor or agent shall install the Doorbell. Owner shall not install the Doorbell. Owner shall notify Association of a convenient time for the installation and shall cooperate with the Association in scheduling the installation of the Doorbell.

3. Location and Type of Doorbell. The Doorbell is a Jacob Jensen wireless doorbell system and will be installed on the outside of Owner's Unit and more specifically, \_\_\_\_\_ (insert exact location).

4. Costs of Installation, Maintenance, Repair and Replacement. Owner shall be solely responsible for the cost of the Doorbell purchase, installation, maintenance, repair and replacement. Association shall charge Owner's account for the cost of the Doorbell and its installation. Owner shall also be responsible for reimbursing Association for the cost of recordation of this Agreement.

5. Indemnity. Owner shall indemnify, defend and hold Association, its directors, officers, agents and employees, harmless from and against any loss, damage, liability, claim or assertions thereof (including but not limited to reasonable attorneys' fees and costs) resulting from or arising in connection with the installation, use, removal, maintenance, repair or replacement, of the Doorbell.

6. Damage to Property and Common Area. Owner shall be responsible for all damage to any portion of the Property or Common Area caused by or related to the installation, removal, maintenance, repair and replacement, of the Doorbell, at Owner's sole cost and expense, except in the event such damage is caused by the sole negligence of Association or its authorized agent or contractor.

7. Removal of Doorbell. If the Association determines, in its sole discretion, and for any reason, including aesthetic reasons, that the Doorbell must be removed and/or replaced with a different doorbell, Owner shall be responsible for all costs, including without limitation, the cost of removing the Doorbell and the cost of purchasing and installing the new doorbell.

8. Attorneys' Fees. If any action or proceeding, including without limitation, alternative dispute resolution, is instituted by any person to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of such action.

9. Severable Provisions. 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.

10. Effect of Waiver. The waiver by either Party of a breach of any term, promise or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term, promise or condition. The failure by either Party to enforce any right for a period of time shall not constitute a waiver of such right or any term, promise or condition of this Agreement.

11. Miscellaneous. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all other contemporaneous or prior oral or written agreements between the Parties respecting the subject matter of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both Parties. 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. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

This Agreement is dated \_\_\_\_\_, 20\_\_ for identification purposes only and shall be effective upon execution by all Parties.

EVO HOMEOWNERS ASSOCIATION, a California  
nonprofit mutual benefit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Association”

\_\_\_\_\_  
“Owner”

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_ and  
\_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) (is) (are) subscribed to the within instrument and  
acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) authorized  
capacity(ies), and that by (his) (her) (their) signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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Notary Public, personally appeared \_\_\_\_\_, and  
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(SEAL)