

**MOUNTAIN RIVER EAST CONDOMINIUM ASSOCIATION**  
**INSTALLATION AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, Owner(s) of Unit \_\_\_\_\_, in Mountain River East Condominium in Thornton, New Hampshire (“Owner”) and the Mountain River East Condominium Association (“Association”).

WHEREAS, the Owner desires to install a new heating system in the Unit which will exclusively benefit and supply services to the Owner; and

WHEREAS, the Association is willing to permit certain portions of the heating system to be located from the Owner’s Unit onto the Common Area and Limited Common Area adjacent to the Unit, subject to the conditions herein set forth; and

WHEREAS, the Owner acknowledges that maintenance of a reliable heating system in the Unit is necessary for the protection of the entire structure in which the Unit is located; and

WHEREAS, the Owner acknowledges that the installation and use of the new heating could impact Common Area and Limited Common Area other than that within the Owner’s control, and such use could damage Association property.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Association and Owner agree as follows:

1. Permission to Install. The Association grants the Owner permission to install, maintain and utilize the equipment described in Appendix A hereto in a location which is approved by the Association in its sole and unfettered discretion. There is also included the right to extend and connect lines and conduits to and from said equipment through portions of structures which constitute Common Area or Limited Common Area within said condominium.

2. Installation. The equipment shall be installed in a good and workmanlike fashion and in full compliance with all ordinances, laws, regulations and codes now or hereafter in effect. The Association reserves the right to approve the identity of any proposed installer, which approval may be withheld in the sole and unfettered discretion of the Association. All portions of the equipment outside of the

Unit located within public view shall be installed, kept and maintained at the expense of the Owner in a manner which is aesthetically pleasing in the sole discretion of the Board of Directors of the Association. The Association, further, shall be entitled to request that any such equipment which is open to public view shall be screened from such public view in such a manner as may from time to time be directed by the Association.

3. Warranty and Indemnity. The Owner represents and warrants to the Association that the equipment will be installed, maintained and operated properly and in a manner to provide heat to the Unit safely and not to damage the Association's property in any way. The Owner shall indemnify and defend the Association, its directors, officers, agents, employees and members from any and all loss or expenditure that may result from the operation, failure to operate, malfunction, environmental damage or condition, or other event caused by the heating system. If the cost of any insurance maintained by the Association or any other Owner is increased as a direct result of the installation of the heating system, the Owner shall reimburse the Association for such cost increase. The Association shall be entitled to request from the Owner a professional inspection on at least an annual basis with a certification to the Association that the heating equipment appears to be in good working order and repair.

4. Inspection. The Association reserves the right but not the obligation to inspect, repair, remove or replace any heating equipment installed pursuant to the within Agreement which in the opinion of the Association poses or pay possess a risk to persons or property, or which in the Association's opinion becomes aesthetically unpleasant. The Owner expressly and explicitly waives any claim and demand as against the Association in connection with the within paragraph.

5. No Liability on the Part of the Association. The parties to the within Agreement expressly and explicitly acknowledge and agree that the Association shall not in any way be liable to the Owner or any third part with respect to the location, placement and utilization of any of the equipment described in the within Agreement, it being expressly understood and agreed that the Owner has obtained and received advice from a duly qualified professional party with respect to the specifications of the equipment, its suitability for the intended purpose thereof, and the placement thereof. The Owner shall, further, indemnify and hold harmless the Association from any costs, claims, demands and expenses, including reasonable attorney's fees incurred by the Association by virtue of its having entered into and executed the within Agreement.

6. Revocable. The within granted permission may be revoked by the Association for cause. The Association shall identify the cause to the Owner, and stating the date by which the heating equipment shall be removed, at the address set forth hereinabove, or at such other address as the Association's records may from time to time reflect or are applicable. Upon such termination, the Owner shall cause the equipment described in Appendix A hereto, together with any replacements, additions thereto, to be removed forthwith from any portion of the Common Area, it being understood and agreed that any damage to the Common Area occasioned thereby shall be promptly restored or repaired at the expense and cost of the Owner. If the Owner fails to remove the items by the date set forth in the notice of termination, the Association may, but is not obliged to, remove the heating system at the expense of the Owner, and repair those Common Areas or Limited Common Areas altered or damaged by the removal. Such costs shall be an assessment against the Owner, and failure to pay will result in the placement of a lien upon the Owner's Unit.

7. Cost of Litigation. In the event that it shall become necessary for the Association to engage the services of an attorney to protect its rights hereunder or to initiate any action relating to those rights, the Owner agrees to reimburse the Association its costs and reasonable attorney's fees engendered thereby.

8. Applicable Law. The parties agree that the laws of the State of New Hampshire shall apply to and shall govern the provisions of this Agreement and that the courts of New Hampshire have jurisdiction for the purposes of resolving disputes by and between parties.

9. Binding Provision. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto. It is the obligation of the Owner to provide information to any legal representative, successor or assign in the event of either transfer of sale of the Unit.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written above to this and to another instrument of like tenor, both of which shall be deemed duplicate originals.

MOUNTAIN RIVER EAST  
CONDOMINIUM ASSOCIATION

\_\_\_\_\_  
Witness

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

Its \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner