

**REVOCABLE LICENSE AGREEMENT**  
**FOR ENCROACHMENT INTO THE ASSOCIATION'S COMMON ELEMENTS**

This REVOCABLE LICENSE AGREEMENT (the “**Agreement**”) is made effective as of the date of the last signature hereto (the “**Effective Date**”), by and between the Ranch at Roaring Fork Homeowners Association, Inc, a Colorado non-profit corporation (the “**Association**”) and \_\_\_\_\_ (“**Licensee**”).

RECITALS

WHEREAS, Ranch at Roaring Fork is a planned common interest community located in Garfield County, Colorado (the “**Ranch**”) and subject to the Second Amended Declaration of Covenants, Conditions, Limitations, Restrictions, Reservations, Liens and Charges for Ranch at Roaring Fork recorded in the public records of Garfield County at Reception No. 364004, as amended (the “**Declaration**”);

WHEREAS, the Association is the homeowners association for the Ranch development;

WHEREAS, the Association owns certain common elements and limited common elements, as depicted and described in the Declaration and the Plats for the Ranch (the “**Association Property**”);

WHEREAS, Licensee wishes to obtain a revocable, and non-exclusive license from the Association to encroach, occupy, and use a portion of the Association Property for \_\_\_\_\_ in that area depicted and described on **Exhibit A** (the “**License Area**”); and

WHEREAS, the Association is willing to grant Licensee a revocable license to encroach on the Association Property in the License Area for such purpose, subject to the terms and conditions of this Agreement.

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

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Grant of Revocable License/Conditions of Use. The Association hereby grants Licensee a revocable and non-exclusive license to encroach, occupy, use, and place upon the License Area \_\_\_\_\_ (the “**Improvements**”), subject to the following terms and conditions:
  - a. Consideration. The Association is granting this license as an accommodation and without monetary consideration.
  - b. Improvements. Licensee shall be responsible at its sole expense for the

construction, installation, operation, maintenance, repair, and removal of the Improvements. No Improvements shall be located on any Association Property other than License Area. If any plans or specifications are provided to the Association related to such Improvements, install of all Improvements by the Licensee shall in accordance with such plans and specifications. Any changes to the Improvements shall require additional, advance approval by the Association. All work shall be completed in compliance with all applicable codes, ordinances, rules, and regulations. Except for the Improvements specifically authorized by the Association in this Agreement, Licensee shall not place, build, expand, or add to any structures or other items on the License Area. The Association shall have no responsibility, liability, or obligation with respect to the safety or security of any the Improvements or other personal property of Licensee placed or located on, at, or in the License Area, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

c. Liens. Licensee shall keep the License Area free form any liens. Licensee shall be solely responsible for and shall promptly pay for all services, labor, or materials furnished to the License Area at the instance of Licensee. The Association may at Licensee's expense discharge any liens or claims arising from the same.

d. Nuisances. No utility connections, hazardous materials, or nuisance items shall be permitted or installed on the License Area. Licensee shall not damage or interfere with any Association installations, structures, utilities, or improvements on, under, or adjacent to the License Area.

e. General Use and Care of License Area. Licensee shall take such actions as are necessary to maintain the Improvements and the License Area in good and safe condition at all times during the Term. Licensee further agrees to comply at all times during the term of this Agreement with the Association's Governing Documents.

f. Revocable. The license granted herein shall be revocable at the Association's sole discretion at any time.

3. Termination; Restoration of License Area. Unless sooner terminated by the terms of this Agreement, the term of the license granted herein shall \_\_\_\_\_ (the "Termination Date"). Licensee shall remove all improvements in the License Area not later than the Termination Date and shall restore the License Area in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. In the event the Improvements are not removed and/or the Property is damaged, the Association may undertake removal or repair at Licensee's expense, and assess Licensee for the costs of the removal or repair.

4. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, the Association shall at all times have the right to enter the License Area to inspect, improve, maintain, alter, or utilize the License Area or an adjacent premises. In the case of an emergency, including but not limited to maintenance, repair, and replacement of Association Proeprty, no notice shall be required, and the Association may suspend or terminate the license

and utilize the License Area as long as necessary, in the Association's sole discretion, to adequately respond to such emergency. If such entry requires disturbance of any items placed upon the License Area under this Agreement, the Association shall not be required to repair or replace any such disturbance. In the case of non-emergency situations, the Association shall provide one week notice of any temporary suspension of the license,

5. Indemnification and Release. Licensee agrees to forever indemnify, defend, hold harmless, and release from liability the Association, its directors, officers, managers, agents, employees, contractors, and insurers, from and against any claim, liability, demand, obligation, loss, damage, assessment, judgment, cost (including attorney fees), or expense whatsoever relating to or arising out of the use of the Association Property or arising out of or related to this Agreement. Licensee shall be solely responsible to defend any such action, proceeding, or claim for which the Association may be entitled to indemnification, and the Association hereby agrees to fully cooperate with Licensee in the defense or settlement, as the case may be, of such action, proceeding, or claim, but the Association reserves the right to participate in the defense of any such action, proceeding, or claim and shall be indemnified by Licensee from any and all out of pocket expenses, costs, damages, liabilities and fees (including reasonable attorney and expert witness fees). Licensee shall give written notice to the Association within seven (7) days after Licensee's actual knowledge of any matter giving rise to the obligation contained in this paragraph.

6. Insurance. If determined necessary by the Association, Licensee shall name the Association as an additional insured on Licensee's homeowners insurance policy.

7. Title. Licensee hereby acknowledges the title of the Association to the Association Property and agrees never to resist or deny such title. Any and all use of the Association Property by Licensee under this License is permissive and not adverse to the interest of the Association. This Agreement is made subject to any existing easements, reservations, restrictions or rights of way.

8. Binding Effect; Recording; Survival. This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the Association, which approval shall be at the Association's sole option and discretion. The sale or transfer of Licensee's property shall result in automatic termination of this Agreement. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement. The Agreement shall not be recorded.

9. No Third Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

10. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received

when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Association: Ranch Manager  
Ranch at Roaring Fork  
14913 Highway 82  
Carbondale, CO 81623  
[manager@ranchatroaringfork.com](mailto:manager@ranchatroaringfork.com)  
T (970) 963-3500  
F (970) 963-9243

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. No Waiver. The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.

12. Remedies. The parties hereto shall have the right and power to bring suit in their own name for any legal or equitable relief due to lack of compliance with any provisions of this Agreement. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the court shall award to the prevailing party the reimbursement of its costs and expenses, including reasonable attorney fees, in connection therewith and in any subsequent suit to enforce a judgment.

13. Colorado Law. The interpretation, enforcement or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. Any litigation involving this Agreement or its subject matter shall be brought and maintained in the District Courts located in Garfield County, Colorado. Each party hereby waives all rights to trial by jury.

14. Miscellaneous. This Agreement may be executed in one or more counterparts and on separate counterparts; such counterparts will be compiled into one fully-executed Agreement. A signature delivered by e-mail, facsimile or other electronic transmission will be deemed to constitute an original and fully-effective signature. This Agreement contains the entire agreement among the parties and supersedes any prior agreements or understandings (written or oral) with respect to the matters set forth herein. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties against whom such waiver or modification is sought to be enforced.

The use of the term “person” should be broadly interpreted to include any corporation, company, partnership, other entity or individual. The terms “include,” “including”

and similar terms shall be construed as if followed by the phrase “without being limited to.” The term “or” has the inclusive meaning represented by the phrase “and/or” (except where otherwise indicated). The words “hereof,” “herein,” “hereby,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. No inference in favor of, or against, any party shall be drawn from the fact that such party has drafted any portion of this Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement to be effective as of the Effective Date.

RANCH AT ROARING FORK HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As: \_\_\_\_\_  
Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As: \_\_\_\_\_  
Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_.

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## **EXHIBIT A**