

NEW RDTA RULE for Customization in Permissible License Area (effective November 1, 2011)

There are certain common area locations adjacent to specific unit types which are generally inaccessible and not of general use to the membership at large. These areas, which are called "Permissible License Areas," are adjacent to the following three model types (the "License Area Units"):

1. The one story end unit model Modjeska Plan 2A;
2. The two story, two bedroom unit model Silverado Plan 1; and
3. The one story tall chimney unit Modjeska Plan 2B.

The Permissible License Area for the Modjeska Plan 2A and the Silverado Plan 1 is located inside of the low wall at the front of the unit. The Permissible License Area for the Modjeska Plan 2B is located under the overhang above the living room window.

*** 1. Subject to the homeowner complying with all terms and conditions stated below as well as those contained within the Revocable License Agreement, the owner of a License Area Unit may remove, install and maintain landscape and hardscape improvements, including irrigation, within the Permissible License Area at the homeowner's sole expense.

*** 2. No removal, installation, or modification of any kind is permitted within the Permissible License Area without the prior written approval of the RDTA Board of Directors. A completed Architectural Change Request Form along with landscape and hardscape plans depicting all proposed landscape, hardscape and irrigation changes for the Permissible License Area prepared in accordance with all requirements established by the Association's governing documents must be submitted for initial review by the Landscape and Architectural Committees. The RDTA Board of Directors retains the sole and exclusive authority whether to approve or disprove proposed removals, installations and/or modifications.

*** 3. As a condition to receiving prior written approval of the RDTA Board of Directors, the homeowner will be required to sign a Revocable License Agreement and a Memorandum of Agreement, both in the form prepared by the Association. The Revocable License Agreement provides, among other things:

- that only the installations and modifications approved by the RDTA Board of Directors may be made within the Permissible License Area;
- that the homeowner will be responsible for all future maintenance and repair of the Permissible License Area at the homeowner's expense;
- that the homeowner will be responsible for all damage caused by or resulting from the homeowner's use of the Permissible License Area;
- that the homeowner will indemnify and hold the Association harmless against any claim, suit or expense arising out of the homeowner's use of the Permissible License Area;
- that if a purchaser of the property chooses not to accept the terms of the agreement the Association will restore the Permissible License Area at the homeowner's expense; and
- that the Association shall have the right, upon 30 days notice, to revoke the homeowner's license and to restore the Permissible License Area at the homeowner's expense, in the event that the homeowner breaches the agreement.

4. The Memorandum of Agreement will be recorded against the homeowner's title to put prospective buyers on notice of the existence of the agreement.