

**REVOCABLE LICENSE AGREEMENT**  
[Maintenance of Landscaping on Common Area]

Rancho Dominguez Townhomes Community Association

This License Agreement (herein "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between \_\_\_\_\_ (herein individually and/or collectively "Licensee") and the Rancho Dominguez Townhomes Community Association, a California nonprofit mutual benefit corporation (herein "Licensor"), with reference to the following facts:

**RECITALS**

A. Licensee is the owner of a condominium unit within the community commonly known as Rancho Dominguez Townhomes (hereinafter "Subject Property"), which is to be affected by the agreements contained herein and which is located at \_\_\_\_\_, Yorba Linda, California.

B. Licensor is the owner of certain real property to be benefitted by the agreements contained herein (hereinafter called "Common Area") and is also charged with regulating the use of the Common Area and Subject Property located within the Rancho Dominguez condominium project (hereinafter "the Project"), pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez recorded on March 23, 1978, in the Official Records of Orange County, California, as amended and supplemented (hereinafter the "CC&Rs").

C. Licensor has approved Licensee's proposed use of a portion of the Common Area, as more particularly described on the attached Exhibit "A" hereto, and incorporated herein by this reference (herein the "Subject Area").

D. By this Agreement, the parties intend to set forth the conditions of Licensor's approval of Licensee's use of the Subject Area. Specifically, Licensor is willing to permit Licensee to install and maintain certain landscaping improvements and/or certain hardscape improvements on the Subject Area, as depicted/described on the attached Exhibit "A" (collectively, the "Landscaping"). No installation, removal or modification of existing irrigation components or systems located on or under or otherwise serving the Subject Area shall be permitted without Licensor's prior written approval, and in the event such approval is granted, all such work shall be performed under separate contract between Licensee and Licensor's approved vendor at Licensee's sole expense. If Licensor has established additional terms or conditions with respect to the Landscaping or the Subject Property other than those set forth herein or set forth within Licensor's Rules and Regulations, such additional terms and conditions are attached hereto as Exhibit "B" and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Licensor hereby approves of Licensee's non-exclusive use of the Subject Area solely for the purpose of installing and maintaining the Landscaping (herein "the License"), as a permitted use of the Common Area, subject to the terms of this Agreement and Licensor's Rules and Regulations. It is understood and agreed that such approval in no way modifies or amends the CC&Rs, but rather, Licensor's approval is given in accordance with, and subject to, the CC&Rs. It is further understood and agreed that the License is revocable and that Licensee shall not have a right of exclusive use of the Subject Area or any portion of the Common Area pursuant to this License. Licensor shall have an absolute right of unfettered access to the Subject Property as necessary for Licensor to perform its maintenance, repair, and replacement obligations under the CC&Rs (except as modified in this License), and Licensor shall have the power and authority to remove the Landscaping, or any portion of it, installed upon the Subject Property if reasonably necessary

to perform such maintenance, repair, and replacement responsibilities or any other obligations under the CC&Rs. The Subject Area is generally inaccessible, is not of general use to the membership at large, and therefore this License is being entered into to transfer, on a revocable basis, the burden of management and maintenance of the Subject Property from Licensor to Licensee.

2. Licensee hereby agrees as follows:

a. Licensee shall not improve or alter the Subject Area, except as provided herein and as described/depicted within Exhibit "A," without the written consent of Licensor's Board of Directors.

b. Licensee shall at all times maintain the Landscaping in the Subject Area in good condition and bear all costs and expenses related to maintenance of the Landscaping, including the maintenance and repair of the irrigation systems and components serving the Landscaping. All maintenance work shall be performed in accordance with the standards of maintenance and improvement within the Project, as such standards may be amended and supplemented from time to time. If Licensee fails to maintain the Subject Area in a condition satisfactory to Licensor, as determined by Licensor in its reasonable discretion, and if Licensee fails to correct such condition within thirty (30) days following written notice from Licensor, then Licensor may, at its option, terminate this License and/or correct the condition and/or remove and replace any or all of the Landscaping in the Subject Area, and Licensee shall bear the costs thereof. Licensee agrees that Licensor shall invoice Licensee for such costs, and that if Licensee does not make payment of the invoice within thirty (30) days from the invoice date (or such longer period Licensor provides), Licensor may, in addition to terminating this License as provided within Paragraph 4 below, levy a Special Assessment in the amount of such costs against Licensee, which Special Assessment (together with any interest, costs of collection, including reasonable attorneys' fees) shall be subject to enforcement at law or equity pursuant to the CC&Rs and California law.

c. Licensee shall be responsible for any damages to persons or property which may arise out of Licensee's, or any of Licensee's agents, employees, independent contractors, or other persons acting by, through, or on Licensee's behalf, design, installation, repair, modification, or maintenance of the Landscaping, or any other act or omission. Licensee agrees to reimburse Licensor for any and all costs incurred by Licensor to repair or otherwise remedy any such damages. Licensee agrees that Licensor may invoice Licensee for such costs, and that if Licensee does not make payment of the invoice within thirty (30) days from the invoice date (or such longer period Licensor provides), Licensor may terminate this License as provided within Paragraph 4 below and/or Licensor may levy a Special Assessment in the amount of such costs against Licensee, which Special Assessment (together with any interest, costs of collection, including reasonable attorneys' fees) shall be subject to enforcement at law or equity pursuant to the CC&Rs and California law.

d. Licensee shall indemnify Licensor, its members, officers, directors, managing agents, representatives, employees, and other agents, and save and hold each of them harmless, and defend each of them at Licensee's sole expense, from any liability or claims, demands, damages, costs, attorney's fees, or judgments that Licensor, its members, officers, directors, managing agents, representatives, employees, or other agents may suffer arising out of or related to the approval, design, installation, use, maintenance, repair, modification, or improvement of the Landscaping in the Subject Area. This provision shall survive the termination of this Agreement.

e. If Licensee or any successor intends to enter into, or enters into, an agreement for the transfer, sale, disposition, or conveyance of any or all of Licensee's interest in the Subject Property, Licensor shall have the power, but not the duty, to transfer and assign this License to the transferee. If no such assignment is made, this License shall terminate upon any such disposition, transfer, sale, or conveyance, and Licensor shall have the authority to resume maintenance of the Subject Area, and Licensor may retain, remove, and/or replace any or all of the Landscaping in the Subject Area as Licensor, in its sole discretion, may determine. In the event Licensor removes and/or replaces any of the Landscaping, Licensee

shall be responsible for the costs thereof, which may be levied against Licensee and the Subject Property as a Special Assessment as set forth above.

3. It is understood and agreed that nothing hereunder shall be construed as conveying to Licensee any interest in the Common Area or other real property, but rather Licensor hereby gives to Licensee only a personal privilege to install and maintain the Landscaping in the Subject Area, subject to the terms of this Agreement and Licensor's Rules and Regulations. Such privilege is, therefore, permissive and without claim of prescriptive or other permanent right.

4. Licensee understands and agrees that notwithstanding that fees, costs, and other expenses will be incurred by Licensee in connection with installing and maintaining the Landscaping on the Subject Area, in the event of a breach of this License, Licensor may revoke and terminate this Agreement (including without limitation, the License to use the Common Area created by this Agreement and all rights pursuant to said License), remove the Landscaping, and restore the Subject Area to its original condition following notice as set forth within Paragraph 11, or upon written request by Licensee.

5. Licensor's grant of approval and the License hereunder shall not be deemed the creation of any license to similarly use any other portion of the Common Area or other property.

6. Unless Licensor provides written consent, this License may not be assigned by Licensor, whether voluntarily or by operation of law as a result of Licensee's activities, operations or other dealings.

7. If any party hereto retains counsel for the purpose of enforcing or preventing the breach of any provision hereof, including, but not limited to, by instituting any action or proceeding to enforce any provision hereof, for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy (which includes arbitration), the prevailing party (whether at trial, arbitration, or on appeal) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the nonprevailing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs for the services rendered to such prevailing party.

8. In addition to execution of this Agreement, each of the parties hereto shall, from time to time at the request of the other party, execute and deliver to the other party such other instruments and shall take such other action as may be required to more effectively carry out the terms of this Agreement.

9. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations, and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein, in the Exhibits hereto, and the documents referred to herein or implementing the provisions hereof. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement.

10. Any rule of law (including, but not limited to California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party who has drafted it is not applicable and is waived.

11. Every notice, demand, request, consent, approval, or other communication (herein without distinction sometimes referred to as "notices") which the parties are respectively required or desire to give or make or communicate upon or to the other, shall be in writing and shall be given or made or communicated by personally delivering same or by mailing the same by registered or certified mail, first-class, postage and fees prepaid, return receipt requested. If notice is given to Licensor, the notice shall be directed to Licensor in care of its managing agent. If notice is given to Licensee, the notice shall be directed to Licensee at the address set forth in Paragraph A above, or at such other address Licensee may designate from time to time and at any time by notice given as herein provided. All notices so sent shall be deemed to have been delivered, effective, made, or communicated, as the case may be, at the time that the same shall have been

personally delivered or forty-eight (48) hours after same is deposited, registered, or certified, properly addressed, as aforesaid, postage and fees prepaid, return receipt requested, in the United States mail.

12. In the event that any covenant, conditions, or other provisions herein contained is held to be invalid, void, or illegal by any Court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

13. Licensee shall comply with all applicable laws, ordinances and regulations with respect to their activities on the Subject Property. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party or parties making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A photocopy or facsimile signature shall be deemed an original for all purposes.

14. The term of this Agreement shall, unless sooner terminated, coincide with the term of the CC&Rs and any extension thereof.

IN WITNESS WHEREOF, this Agreement shall be effective upon its execution by the parties hereto.

“LICENSEE”

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

“LICENSOR”

RANCHO DOMINGUEZ TOWNHOMES COMMUNITY  
ASSOCIATION  
a California nonprofit mutual benefit corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT "A"

THE LANDSCAPING AND THE SUBJECT PROPERTY

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS