

TEMPORARY USE/REVOCABLE LICENSE AGREEMENT

THIS TEMPORARY USE/REVOCABLE LICENSE AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 20__ (“Effective Date”), by and between the Telluride Lodge Association, a Colorado nonprofit corporation (“Licensor”) and _____ (“Licensee”).

WITNESSETH:

WHEREAS, Licensor is the condominium owners association formed and existing in connection with the operation and administration of The Telluride Lodge Condominiums (“**Community**”), which exists in accordance with and certain documents, including, without limitation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Telluride Lodge Condominiums recorded on February 15, 2007 in Reception No. 390757 as well as the Fifteenth Amendment thereto recorded on September 28, 2023 in Reception No. 482534 (“**Declaration**”), the Condominium Map for The Telluride Lodge Condominiums recorded on January 9, 1973 in Map Book 1 at page 13 (“**Map**”), the Articles of Incorporation and Bylaws for the Association, and any rules, regulations and policies duly adopted by the Association from time to time, including the Courtyard Rules (collectively, “**Community Governing Documents**”) as the same may be amended or supplemented from time to time. The Community consists of certain buildings and other improvements, which have been designated as condominium units (“**Units**”) and “**Common Elements.**” The Buildings, improvements, Units and Common Elements are sometimes referred to herein as the “**Community Property**”;

WHEREAS, Among its powers and authority, the Association, through its Board of Directors (“**Board**”) is empowered to administer the Common Elements;

WHEREAS, Section 5.5.1 of the Declaration authorizes and empowers the Association, through the Board, to grant a revocable license to Unit Owners allowing them to use and place improvements on and over portions of the Common Elements for certain purposes as provided for in the Declaration;

WHEREAS, Licensee is the current owner of Unit ____ (“**Subject Unit**”) and has requested the Licensor to grant a license consistent with Section 5.5.1 of the Declaration over a portion of those certain Common Elements adjacent to the Subject Unit as more particularly shown on attached Exhibit A (the “Licensed Premises”) to accommodate the improvements and uses depicted and/or described on attached Exhibit B (“Permitted Use”)

WHEREAS, the Board, as the Licensor hereunder, having considered the request of Licensee, has approved the request of the Licensee to grant a license consistent with Section 5.5.1 of the Declaration, for the Permitted Use subject to the terms and conditions set forth in this Agreement, which is acceptable to Licensee.

NOW, THEREFORE, in consideration of the mutual terms and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Licensor and Licensee agree as follows:

1. **License.** Licensor hereby grants Licensee, and Licensee hereby accepts from Licensor, a revocable, temporary license (“**License**”) for use of the Licensed Premises only for the Permitted Use, subject to the strict compliance with all terms and conditions of this Agreement.
2. **License Fee.** On the Effective Date, Licensee shall pay to Licensor a license fee for the License to use the Licensed Premises (the “License Fee”) in the amount of two hundred fifty dollars (\$250) which shall be due and payable in full, in advance as a condition to Licensor executing this

License. If the Licensee desires to erect a fence on the Licensed Premises, Licensee shall pay to Licensor an additional fee in the amount of twenty dollars (\$20) paid to the Association in advance each month over the term of the License, which shall be due and payable on the first day of each month (the “Fence Fee”).

3. **Term of License.** The License granted herein shall commence on the Effective Date and expire upon the earlier to occur of either: (a) three years following the Effective Date (b) the date that Licensee transferee transfers and conveys title to the Subject Unit to any unrelated third party, (c) the date that the Licensor terminates this License because of an uncured default of material terms and conditions of this License, or (d) the date that Licensor, in its reasonable discretion, terminates this License (the “Expiration Date”). Unless terminated or expiring as provided herein, this License shall automatically renew at the end of the term for another three (3) years and payment of the Fence Fee shall be paid monthly as described above and shall be in an amount determined by the Board at the time of such renewal. Further, the Board shall retain the right, in its discretion, to charge a reasonable, uniformly applied, License Fee upon renewal.

4. **Access.** Licensee and its contractors and agents shall have the right of access to the Licensed Premises on the terms, conditions, requirements and limitations provided for herein. No other Unit owners or their guests shall have a right access to the Licensed Premises other than necessary access as determined by the Board.

5. **Representations.** Licensee shall strictly comply with and adhere to all rules and regulations promulgated by the Board of the Licensor as may be amended from time to time by the Board (the “Rules and Regulations”) with respect to the Licensed Area, including, but not limited to the Permitted Use. A copy of the current Courtyard Rules are attached as Exhibit B. For the avoidance of doubt, the Board may amend the Rules and Regulations from time to time, but, within its sole discretion, will give a reasonable time period to a Licensee to comply with any changes, taking into account cost to Licensee to comply with such changes. If Licensee has an existing fence on or has made other improvements to the Licensed Premises, Licensee shall have eighteen (18) calendar months from the Effective Date to comply with the Rules and Regulations then in effect. Failure to comply with the Rules and Regulations or any provision of this License may incur penalties up to and including termination of this License. The Board shall provide written notice of any violations of the Rules and Regulations or this License with an opportunity to cure such violation within 30 days of such written notice.

6. **Repair and Maintenance.** Licensee shall be exclusively responsible at Licensee’s sole cost and expense for making all repairs to and all maintenance required to keep the Licensed Premises in a good, neat, attractive and operable condition and good state of repair and in such other and further condition as may be additionally required by the Rules and Regulations, notwithstanding the Licensor’s obligation to perform repair(s) as may be necessary to correct any damage directly caused by Licensor. Licensee shall make no permanent or structural alteration to the Licensed Premises without the prior consent of Licensor. Licensee, at Licensee’s sole cost and expense, shall promptly repair and restore any damage caused to any other Common Elements or Units as a result of Licensee’s undertaking of the Licensee.

7. **Insurance.** Licensee shall obtain and maintain adequate insurance, as determined sufficient by Licensor, to cover losses and liability consistent with the use of the License for the Permitted Uses. Such liability insurance policy carried by Licensee shall name Licensor as an additional named insured. Licensee shall provide Licensor with a certificate of insurance evidencing such insurance as of the Effective Date. Each such policy carried by Licensee shall be from insurers licensed to do business in the State of Colorado.

8. **Indemnification.** Licensee, its agents, contractors, visitors or invitees (“Licensee Parties”) shall indemnify, defend and hold harmless Licensor, and other Unit Owners in the Community and their respective officers, directors, employees, representatives, agents, contractors, vendors, licensees, lessees, guests, invitees, successors and assigns (collectively, “Licensor Parties”) from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys’ fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Licensor Parties (collectively, “Losses”), and any and all claims, demands, suits and causes of action brought or raised against any of the Licensor Parties (collectively, “Claims”), arising out of, resulting from or relating to: (a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Licensed Premises, or in any manner arising out of, resulting from or connected with the use, condition or occupancy of, the Licensed Premises if caused by any negligent or wrongful act or omission of any Licensee Party or its agents, partners, contractors, permitted assignees, sublicensees, invitees or any other person or entity for whose conduct a Licensee Party is legally responsible; (b) violation by a Licensee Party of any contract or agreement to which the Licensee Party is a party in each case affecting any part of the Licensed Premises, including any mechanic lien claim, or the occupancy or use thereof by Licensee Party; and (c) Licensee Party’s violation of or failure to observe or perform any condition, provision or agreement of this License.

9. **Condition of the Licensed Premises/Property Damage.** Licensee acknowledges that Licensee has inspected and accepts the Licensed Premises in their present condition, “AS IS” (WITH ALL FAULTS), and as suitable for the Permitted Use. Notwithstanding the foregoing, Licensor shall ensure Licensee has reasonable access to the Licensed Premises (subject to the terms of this agreement) free of unreasonable disruption or interference by Licensor or anyone under Licensor’s control. Licensee acknowledges that Licensor has not made any representation or warranty with respect to the condition of the Licensed Premises, or with respect to the suitability or fitness of the Licensed Premises for the conduct of Licensee’s Permitted Use or for any other purpose, nor has Licensor made any commitments or promises whatsoever to alter or improve the Licensed Premises. By occupying the Licensed Premises, Licensee shall be deemed to have accepted the same as suitable for the purpose herein intended. Licensor shall have no responsibility to Licensee or any Licensee Parties in the event of any damage to, theft or loss of any equipment or property of Licensee (unless resulting from or caused by Licensor’s misconduct or negligence) and Licensee shall look to its own insurance coverage, if any, for recovery in the event of any such damage, theft or loss.

10. **Terminable License Only.** Notwithstanding anything to the contrary contained herein, Licensor and Licensee acknowledge and agree that any and all rights conferred upon Licensee pursuant to this License create a license only, and that no lease, tenancy, leasehold, easement or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to this License and Licensee hereby disclaims any rights, claims or title to the License Property beyond the limited rights and interests granted herein.

11. **Right of Entry.** Licensor and Licensor’s agents, representatives, employees, contractors, licensees, invitees, successors and assigns, shall have the right to enter the Licensed Premises, at any time Licensor, in its sole reasonable discretion, deems necessary, provided any such entry is done in a manner which is as minimally disruptive to Licensee’s use as reasonable. Nothing herein shall limit or restrict the right or need of the Licensor to gain access to the Licensed Premises to inspect the property for compliance with this License and to inspect the buildings and other improvements in the Community for necessary and appropriate business of the Association in the ordinary and proper care and administration of the Community.

12. **No Assignment.** This License is not assignable upon the sale or transfer of the Subject Unit to an unrelated third party. Such new owner of the Subject Unit would need to apply for a new License, which would be considered by the Licensor at that time.

13. **Governing Law; Jurisdiction and Venue.** This License and all matters arising out of or relating to this License shall be governed by and construed in accordance with the laws of the State of Colorado. Any venue for any action commenced pursuant to this License shall be restricted to San Miguel County, Colorado.

14. **Attorney Fees and Costs** In the event that Licensee fails to comply with its obligations and requirements hereunder, Licensee shall be responsible for promptly reimbursing Licensor for any attorney fees and costs it incurs in enforcing the terms of this License.

15. **Default.** The occurrence of any either of the following events shall constitute a material default and breach of this License by Licensee: (i) failure by Licensee to make any payment required as and when due, where such failure shall continue for a period of three (3) days after written notice is received from Licensor or the Board; or (ii) failure by Licensee to observe or perform any of the covenants, conditions or provisions of this License, where such failure shall continue for a period of thirty (30) days after written notice is received from Licensor or the Board. In the event of any such material default or breach, Licensor may at any time, with or without notice or demand and without waiving or limiting any other right or remedy, re-enter and remove all improvements and property from the Licensed Premises, storing Licensee's property in a public warehouse or elsewhere at Licensee's expense without liability to Licensor.

16. **Surrender.** Licensee shall, upon the termination of this License, vacate the Licensed Premises and peaceably surrender possession and occupancy thereof to Licensor in as good or better condition as the same exist on the date hereof, broom clean, and in good order, condition and repair, ordinary wear and tear excepted with all improvements made by Licensee removed, unless Licensor has approved the retention of some or all of the improvements. Licensee shall be responsible for reimbursing Licensor for any fees, costs and expenses incurred by Licensor in restoring the License Property to the required condition required by the License should Licensee fail or refuse to fully and/or timely do so.

17. **Miscellaneous.** All provisions herein shall be binding upon and shall inure to the benefit of the parties hereto, and to their respective permitted successors and permitted assigns. This License represents the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, and may not be amended, modified or supplemented except in writing signed by each party. If any term or provision of this License is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this License or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this License so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner. No waiver of any provision of this License will be deemed to be or will constitute a waiver of any other provision or other application of the same or similar provision, nor will any waiver constitute a continuing waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this License shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. A signed copy of this License delivered by email or facsimile shall be deemed to have the same legal effect as delivery of

an original signed copy of this License. Each party represents and warrants that it has full right, power and authority to execute and deliver this License, and to perform its duties and obligations hereunder. The parties acknowledge that the parties and their counsel have had the opportunity to review and revise this License and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or any exhibits or amendments hereto.

18. **Counterparts; Electronic Transmissions** This License may be executed in multiple counterparts or by legible scanned/emailed or DocuSign (or similar document signing platform), each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed and delivered as of the Effective Date.

LICENSOR:

Telluride Lodge Association,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Unit #: _____

EXHIBIT A

LICENSED PREMISES

EXHIBIT B

RULES AND REGULATIONS TELLURIDE LODGE, A CONDOMINIUM COMMUNITY COURTYARD RULES AND REGULATIONS

Date: October 1, 2024

These Rules and Regulations concerning Courtyards (the "Rules") have been adopted by the Telluride Lodge Association, a Colorado nonprofit corporation ("Association") and is being administered and implemented by the Board of Directors ("Board"). These Rules are intended to address issues and circumstances related to the right of Unit Owners to seek approval to make certain improvements on Common Elements and for the Association to grant a license to allow for these uses and activities to occur as provided for in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Telluride Lodge Condominiums recorded on February 15, 2007 in Reception No. 390757, including the Fifteenth Amendment thereto recorded on September 28, 2023 in Reception No. 482534 ("Declaration"). The Rules may be modified or supplemented by the Board from time to time. Unless otherwise defined herein, each capitalized term used in these Rules shall have the meaning ascribed in the Declaration.

REQUIREMENT TO SUBMIT APPLICATION REQUESTING A LICENSE.

New Improvements. A Unit Owner proposing to install improvements on Common Elements on areas commonly referred to as a courtyard or an alcove shall follow the procedures stated in the Declaration and herein prior to the installation of any improvements, which includes securing the approval of the Board and the execution of a License Agreement, as provided for in the Declaration and these Rules. Applications are reviewed by the Board on a case-by-case basis, and the Board, in its discretion, shall evaluate the application taking into account the Declaration and these Rules.

Existing Improvements. It is recognized that improvements are located on Common Elements in the Community. An affected Unit Owner with an existing improvement located on a Common Element is required to apply for and obtain Board approval of a License and is given a reasonable time, not to extend beyond October 1, 2024 or such later date approved by the Board in its discretion, to obtain a License from the Board and execute a License Agreement. Failure to obtain a License is a default under the Declaration and these Rules and shall entitle the Board to pursue its remedies, including, but not limited to, the ability of the Board to remove the improvements and restore the property and, in such event, the Association shall charge the owner of the Unit for the costs and expenses incurred by the Association, which will be handled by the Association as a Reimbursement Assessment. Any existing improvements in an existing License Area will be required to comply with any design or aesthetic or similar requirements set forth in the Declaration and these Rules, provided that such compliance will not be required until the earlier of (1) substantial repair to or replacement of such improvement and (2) twelve (12) months from approval of the application and concurrent execution of the License Agreement.

CONTENTS OF APPLICATIONS

All Applications shall include the following information:

- Shall identify Unit usage (i.e., is the Unit (1) owner occupied, (2) a long-term rental, or (3) used as a short-term rental)
- Shall include a maintenance plan, including the name and contact information of any third-party performing maintenance.
- Name and contact information of contractor installing improvements, such contractor to be

appropriately licensed and insured.

- Any follow-ups information reasonably required by the Board for its review.

FENCES AND GATES

Applications for Fences and Gates shall also include the following information and submissions. In addition to the general submission requirements, an owner seeking approval to install fences and/or gates shall submit the following materials.

- A detailed site plan showing the following:
 - The type, size and location of the fencing and/or gates
 - Pictures of the fencing and/or gates

Fences/Gates Design Requirements. When designing a fence and/or gate, the following design criteria shall be followed:

- Fence and/or gate will be metal only and spacing will be open picket and painted black;
- Fence and/or gate will be set back 5 feet from the furthest point forward on the applicable Unit;
- A height requirement of no more than 42 inches is required for the design of the gate and fence;
- The Unit owner is required to apply for, receive, and if necessary, maintain a HARC approval or building permit for the fence and/or gate.
- Gates cannot be locked
- HOA reserves the right to access the courtyard at any time

Fence and Design Look. The goals and objectives for the design of a fence should emulate the following images:

Fence & Gate Design/Look



The standard style of fencing and gate above can be located at, Home Depot, Lowes, Hoover Fence Co, as well as many more.

COURTYARD IMPROVEMENTS

Improvements that may be proposed in Courtyards. In addition to the installation of fencing and/or gates, the type of improvements that may be proposed by a Unit Owner and reviewed and potentially approved by the Board through the licensing process include the following (“Courtyard Improvements”):

- Pavers, flagstones and/or landscaping, all of which must be removable upon the expiration of the License;
- A reasonable type and amount of removable lawn furniture; and
- Other similar uses and activities as determined by the Board.

Applications for Courtyard Improvements shall also include the following information. In addition to the general submission requirements, an owner seeking approval to install Courtyard Improvements shall submit the following materials.

- A detailed site plan showing the following (if such improvements are proposed):
 - Layout of pavers, approximate spacing and type of materials to be used for pavers
 - Type of gravel between pavers (e.g., color and size)
 - Type of plantings
 - Type, size and location of planters and material of planters. Metal is strongly encouraged
 - Path lighting layout, including type, size, location, materials and anticipated illumination resulting from the lighting. Review of lighting will be done on case-by-case basis. All lighting must be on timer that shuts down at 10PM.
 - Pictures of furniture proposed for installation, which will be done on case-by-case basis

Restrictions for All Improvements

In an attempt to provide clear sight lines for all owners of surrounding Units, the following improvements or activities shall not be permitted in the courtyard:

- No permanent umbrellas;
- No BBQs or firepits;
- No Furniture unless approved by the Board on a case-by-case basis
- No Storage boxes or shed units
- No Other structures or canopies
- No Lighting, other than path lighting approved by the Board on a case-by-case basis
- No Plantings with a more than a 20-inch height, or such height determined by the Board to keep sight lines open. (No trees or vegetable gardens allowed) Xeriscapes are encouraged
- No new water or drip systems. Its is strongly recommended that you minimize water usage using natural or hand watering
- The following are not allowed: canopies, structures poles, string lights, banners, SUP’s, bikes, toy boxes, coolers, water barrels, whiskey vats

Good Neighbor Rules

- All current pet rules will apply to licensee and courtyards
 - No dog runs are permitted
 - Pets are not permitted to be left unattended in courtyards.
- No smoking

- No gatherings or parties
- Normal quiet hours apply
- Sightlines cannot be blocked.
- Twice yearly compliance check will be done by HOA designated personnel

Repair/Maintenance

The Unit Owner shall be responsible for repairing and maintaining all improvements installed pursuant to the License Area, at its sole cost and expense. The Unit Owner shall maintain the License Area in an attractive and orderly condition and shall promptly address any issues or concerns identified by the Board. The Board shall retain the right, in its reasonable discretion, to permit other Unit Owners to access the Licensed Area for purposes deemed appropriate and necessary (e.g., access to boiler).

Impacts to Improvements.

The Association will not be held liable for repairs or replacement of fences/gates or any Courtyard Improvements in the event that any underground utility is located beneath the improvements and must be accessed for repair, replacement, upgrade or maintenance. An owner shall improve the courtyard at your own risk of having to do the improvement over.