

**REVOCABLE LICENSE AND MAINTENANCE AGREEMENT**

This revocable license and maintenance agreement (“Agreement”) is made by and between Oceanside Community Association, a nonprofit mutual benefit corporation (“Association”), and \_\_\_\_\_ (“Owners”).

**RECITALS**

A. Association is a homeowners association responsible for managing a common interest development located in the county of San Diego, State of California, commonly known as Oceana (“Oceana”).

B. Owners own real property within Oceana commonly described as \_\_\_\_\_, Oceanside, CA 92057 and legally described on Exhibit “A” attached hereto and incorporated herein by this reference (“Lot”). Owners are members of the Association.

C. Association and Owners are subject to that certain *2020 Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Oceanside Community Association* recorded on December 15, 2020, as Document No.: 2020-0803870, in the Official Records of the San Diego County Recorder’s Office (“Declaration”), and all subsequent amendments thereto.

D. Owners have applied to install \_\_\_\_\_ (the “Improvement”) on a portion of the Common Area, as that term is defined in the Declaration. A copy of Owners’ application is attached hereto as Exhibit “B” and incorporated herein by this reference.

E. Association approves Owners’ application to install the Improvement, subject to the terms and conditions set forth herein. Additionally, Association grants Owners a revocable license to install, use, maintain, repair, replace, and remove the Improvement on a portion of the Common Area (the “License”). Said License shall be for the sole and exclusive purposes stated in this Agreement and for no other purpose. A diagram showing the approved location of the Improvement and Revocable License Area, subject to the Agreement, is attached hereto as Exhibit “C” and is incorporated herein by this reference.

F. It is the Association’s concern that if Owners are permitted to modify the Common Area, the modifications may result in increased maintenance responsibilities. Additionally, the Association is concerned that the proposed modifications could damage the Common Area, the Lot and improvements thereon, or an adjacent lot and improvements thereon, which Owners have agreed to repair. Further, the Association is concerned that Owners’ Improvement may result in injuries to persons or damage to property. Owners agree to take full responsibility for such things and losses in the event they occur.

## AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Owners agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Agreement.

2. Owners agree to deposit \$\_\_\_\_\_ with Association. Association may use the deposit to fulfill any of Owners' obligations under this Agreement, which Owners do not complete within 30 days of a written request from Association. Association agrees to return any unused portion of the deposit to Owners after the termination of the Agreement.

3. Owners agree to return Owners' original signatures and notary acknowledgment pages to Association and to pay all costs incurred to prepare and execute this Agreement.

4. Owners shall hire contractors appropriately licensed by the state of California to install, maintain, repair, replace, and remove the Improvement. Contractors and their subcontractors, if any, performing such work shall carry appropriate types and amounts of insurance, including workers' compensation insurance, automobile insurance for owned, hired, and non-owned automobiles, and general liability insurance covering all operations.

5. Owners agree that the Improvement and the area subject to the License shall be kept in a neat, clean, and attractive condition at all times for as long as said License remains unrevoked.

6. Owners assume full responsibility for all injuries to persons and damage to property, including the Common Area, the Lot, all improvements thereon, or any other lots and improvements thereon, within the Project, resulting from the approval, installation, maintenance, repair, removal, replacement, use or existence of the Improvement within Oceana.

7. Owners hereby release and agree to defend, indemnify, and hold harmless Association and its officers, directors, employees, volunteers, and agents from and against any liability, demand, claim, or right of action for any injury to person or damage to property because of, arising from, or connected with this Agreement, with Association approving Owners' application to install the Improvement, or from the installation, maintenance, repair, replacement, removal, use, or existence of the Improvement within Oceana.

8. Owners are responsible for the maintenance, repair, replacement, and use of the Improvement once installed. Further, Owners are responsible for all costs for the maintenance, repair, replacement, and use of the Improvement until it has been removed and for restoring the Common Area and the Lot after removal.

9. If the board of directors for the Association deems it appropriate or necessary to maintain, repair, or replace any part of the Common Area (*e.g.*, irrigation lines, drains, *etc.*) underneath, adjacent to, or where the Improvement is installed, Owners will have the Improvement removed at their expense to allow the Association to perform such work. The Improvement shall be removed within 30 days of the Association's request. If the Improvement is not removed within such time period, Association has the right to access the area and may have the Improvement removed at Owners' expense. If the Improvement is removed, Owners shall be responsible for reinstalling the Improvement. If Owners fail to reinstall the Improvement within 60 days of the Association's request, Association may, in its sole discretion, and at Owners' expense, reinstall the Improvement, install a new improvement of its choice, or restore the land affected by the Improvement so that it appears reasonably the same as it did before installation of the Improvement.

10. Owners shall maintain a homeowner liability coverage policy at all times that covers claims arising from, relating to, or concerning the Improvement and License area. Owners shall provide the Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.

11. Association reserves the right, but not the duty, to enter the License area upon reasonable hours to inspect, maintain, repair, replace, or remove the Improvement and/or the Common Area.

12. Association and Owners agree that no action shall transform said License from a revocable license to an irrevocable license.

13. Owners shall disclose the existence of the Improvement and this Agreement to prospective purchasers of the Lot.

14. Owners agree that should Owners default in the provisions of this Agreement, the undersigned Association shall have the right to take all necessary action to correct such default, including, by way of illustration rather than limitation, performing repair, maintenance, or removal of the System pursuant to Section 9 of this Agreement, and all costs and expenses of said action shall be the personal obligation of Owners, and additionally shall become a lien against the Lot enforceable in the same manner as an assessment pursuant to the above-referenced Declaration, and any amendments thereto. Further, Association may recover such costs and expenses through Owners' deposit or court action at its option.

15. Said License shall be revoked automatically upon transfer of title of the Lot. The License may also be terminated at the discretion of the Association, with or without cause, after providing thirty (30) days written notice to Owners.

16. At such time as the License herein granted to Owners is terminated, Owners shall remove the Improvement and restore the land affected by the Improvement so that the land shall appear reasonably the same as it did before installation of the Improvement. Such removal and restoration shall be at Owners' sole expense. If the Improvement is not removed and the land not

restored within thirty (30) days of request by Association, then Association may have the Improvement removed and the land restored and may recover such expense under Section 14 of this Agreement.

17. Notwithstanding Section 16 above, Owners shall not be required to remove the Improvement if the potential transferee(s) of the Lot agree to take responsibility for the Improvement by entering into a revocable license and maintenance agreement with Association at the time of transfer of the Lot. Owners shall be responsible for disclosing to potential transferee(s) the existence of the Improvement, Agreement, and License and for the opportunity to assume responsibility for the Improvement by entering into a revocable license and maintenance agreement with Association.

18. In the event of litigation between Association and Owners concerning this Agreement, the court shall award reasonable attorneys' fees and costs to the prevailing party.

19. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

20. This Agreement supersedes all prior and contemporaneous representations and understandings of the parties. The Agreement can be modified only by a written document signed by both parties.

21. This Agreement and its provisions shall not be construed or interpreted for or against any party because that party drafted or caused the party's attorney to prepare any of its provisions.

22. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it.

***[Signatures on Following Page]***

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed and delivered this Agreement as of the last date written below.

OWNERS:

DATED: \_\_\_\_\_ 2023      By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

DATED: \_\_\_\_\_ 2023      By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

OCEANSIDE COMMUNITY ASSOCIATION,  
a California nonprofit corporation

DATED: \_\_\_\_\_ 2023      By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Its: \_\_\_\_\_  
Title

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

[ATTACHED HERETO]

1. A \_\_\_\_\_-PAGE GRANT DEED RECORDED ON \_\_\_\_\_,  
\_\_\_\_\_, AS DOCUMENT NO. \_\_\_\_\_ IN THE OFFICIAL RECORDS OF  
THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RELATING TO APN:  
\_\_\_\_\_.

**EXHIBIT “B”  
OWNERS’ APPLICATION**

[ATTACHED HERETO]

1. A \_\_\_\_\_-PAGE DOCUMENT, SUBMITTED BY \_\_\_\_\_  
DATED \_\_\_\_\_, 2023.

**EXHIBIT “C”**  
**APPROVED LOCATION / LICENSE AREA**

[ATTACHED HERETO]

1. A \_\_\_\_\_-PAGE DOCUMENT, PREPARED BY \_\_\_\_\_,  
DATED \_\_\_\_\_, 2023.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    ]  
  :        ss.  
County of    ]

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity on behalf of which he/she acted, executed same.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

\_\_\_\_\_ [seal]



