

Licensee's Name: _____
Site Assignment: _____

Parkland Homeowners Association Inc Common Property Use License

Parkland Homeowners Association, Inc. (Parkland HOA), for \$1.00 and other goods and valuable considerations, grants this license to _____ (Licensee), owner of Lot _____, Block _____, in the Park Land Estates Subdivision, Weld County, Colorado. This license permits the Licensee to use Site _____ the Common Hangar Area of Tract A, as identified in the Master Hangar Area Plan maintained by the Parkland Architectural Control Committee (Parkland ACC). This license is subject to the following limitations:

1. Owners of Lots 1 through 23 on Block 1, Lots 48 and 49 on Block 2, and Lots 1 through 7 on Block 3, Park Land Estates Subdivision are the only Lot owners eligible to obtain a site in the Common Hangar Area tract. Eligible lot owners are allowed only one site per lot owned.
2. This license may not be sold, and licenses for unimproved sites will terminate upon sale of Licensee's lot.
3. No site will be transferred to an eligible lot owner without approval of Parkland HOA, and proper execution by the transferee of a Common Property Use License.
 - a. Improved sites may be transferred to another eligible lot owner and improvements sold concurrently.
 - i. Licensee shall complete section A on the reverse side of this license, and notify Parkland HOA.
 - b. Sites may be transferred to a purchaser of Licensee's lot upon approval of Parkland HOA and with the proper transfer of license (section B, Common Property Use License) concurrent with the sale of the Licensee's lot at Park Land Estates.
 - i. Licensee shall complete section B on the reverse side of this license, and notify Parkland HOA prior to the closing sale of the Licensee's lot.
 - c. This license may be relinquished back to Parkland HOA. Any improvements remaining on the site after the effective date shall be forfeited to Parkland HOA. All liens and/or claims must be cleared before relinquishment.
 - i. Licensee shall complete section C on the reverse side of this license, and return license to Parkland HOA prior to the relinquishment.
4. Improvements may be constructed upon this site by the Licensee, at the Licensee's expense, after Parkland ACC approval is obtained. Buildings constructed after April 15, 1996 shall be in accordance with the Common Hangar Design provided by the Parkland ACC. Improvements upon this site are considered to be property associated with the Licensee's lot, and are subject to lien or foreclosure actions taken by Parkland HOA against the Licensee's lot. All liens and/or claims must be cleared before transfer of a site.
 - a. Licensee shall be responsible for any liens or construction claims arising out of any improvements contracted for. Any and all liens will be promptly discharged by the Licensee with respect to the work done on the site. The Licensee will provide or cause to be provided standard workers compensation insurance, and comprehensive liability insurance not less than \$1,000,000.00. Before work is to commence the Licensee shall provide a performance bond, or other payment guarantee acceptable to Parkland HOA.
 - b. Licensee shall be responsible for upkeep of, and liable for any property tax levied against improvements on this site.
 - c. This license may be revoked by Parkland HOA in the event that the Licensee fails to make payments to Parkland HOA with respect to the Licensee's homeowners assessments against the lot or lots owned by the Licensee in Park Land Estates or for any charges unpaid and associated with the Common Property Use License.
 - d. The Licensee will be provided 10 days notice of right to cure all such defaults, and if such defaults have not been cured by that time, Parkland HOA will declare the license revoked and forfeited by the Licensee.
5. Parkland HOA will provide each Licensee with a copy of Common Use Area Rules adopted by Parkland HOA.
 - a. This license may be deemed forfeited or revoked by Parkland HOA if the Licensee fails to abide by rules or regulations set forth by Parkland HOA.

This license is effective _____, and runs with the ownership of the Licensee's lot at Park Land Estates Subdivision, unless transferred to another eligible lot owner, or relinquished to or revoked by Parkland HOA.

President, Parkland HOA

Licensee

Approved and adopted April 9, 1996

Parkland HOA Copy

Parkland Homeowners Association Inc
Common Property Use License

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8. No site will be transferred to an eligible lot owner without approval of Parkland HOA, and proper execution by the transferee of a Common Property Use License.
 - a. Improved sites may be transferred to another eligible lot owner and improvements sold concurrently.
 - i. Licensee shall complete section A on the reverse side of this license, and notify Parkland HOA.
 - b. Sites may be transferred to a purchaser of Licensee's lot upon approval of Parkland HOA and with the proper transfer of license (section B, Common Property Use License) concurrent with the sale of the Licensee's lot at Park Land Estates.
 - i. Licensee shall complete section B on the reverse side of this license, and notify Parkland HOA prior to the closing sale of the Licensee's lot.
 - c. This license may be relinquished back to Parkland HOA. Any improvements remaining on the site after the effective date shall be forfeited to Parkland HOA. All liens and/or claims must be cleared before relinquishment.
 - i. Licensee shall complete section C on the reverse side of this license, and return license to Parkland HOA prior to the relinquishment.
9. Improvements may be constructed upon this site by the Licensee, at the Licensee's expense, after Parkland ACC approval is obtained. Buildings constructed after April 15, 1996 shall be in accordance with the Common Hangar Design provided by the Parkland ACC. Improvements upon this site are considered to be property associated with the Licensee's lot, and are subject to lien or foreclosure actions taken by Parkland HOA against the Licensee's lot. All liens and/or claims must be cleared before transfer of a site.
 - a. Licensee shall be responsible for any liens or construction claims arising out of any improvements contracted for. Any and all liens will be promptly discharged by the Licensee with respect to the work done on the site. The Licensee will provide or cause to be provided standard workers compensation insurance, and comprehensive liability insurance not less than \$1,000,000.00. Before work is to commence the Licensee shall provide a performance bond, or other payment guarantee acceptable to Parkland HOA.
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 - d. The Licensee will be provided 10 days notice of right to cure all such defaults, and if such defaults have not been cured by that time, Parkland HOA will declare the license revoked and forfeited by the Licensee.
10. Parkland HOA will provide each Licensee with a copy of Common Use Area Rules adopted by Parkland HOA.
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President, Parkland HOA

Licensee

Approved and adopted April 9, 1996

Licensee Copy

Fill out the applicable section and return to Parkland HOA. Licenses will be granted to the new licensee if section A or section B apply, upon approval of Parkland HOA.

Section A

Transfer of License to Another Eligible Lot Owner	
I, _____ transfer this license to use Site _____ to _____, owner of Lot _____, Block _____ in the Park Land Estates Subdivision effective _____. All improvements on this site will: remain on the site and become the property of the new licensee / be removed from the site prior to the effective date of transfer (line through the inapplicable statement).	
_____ Licensee Signature	_____ Date

Section B

Continuation of License With Sale of Licensee's Lot	
I, _____, am selling Lot _____, Block _____ in the Park Land Estates Subdivision to _____, with the sale due to close at _____ AM/PM on _____. All improvements on this site: will remain on the site and become the property of the new owner / will be removed from the site prior to sale of my lot (line through the inapplicable statement).	
_____ Licensee Signature	_____ Date

Section C

Relinquishment of License back to Parkland HOA	
I, _____ hereby relinquish this license to use Site _____ to Parkland HOA. All improvements on this site: are hereby forfeited to Parkland HOA / will be removed from the site prior to the effective date of this relinquishment (line through inapplicable statement).	
_____ Licensee Signature	_____ Date

Rules for Common Property Use:

To promote the safety and common good of all common property use licensees Parkland HOA has adopted these rules that are in agreement with the bylaws of Parkland HOA, and will be part of each license agreement.

1. No site Will be used for any type of open storage of house trailers, trucks, machinery, heavy equipment, materials, rock, gravel, sand or earth, except with connection of construction and improvements.
2. No site shall allow storage of trash, or other refuse. Each site will be maintained in a sanitary and sightly condition at all times.
3. No noxious or offensive trade or activity shall be conducted as to become an annoyance or nuisance to Parkland homeowners that could adversely depress Security and value.
4. No Common Use site may be rented to anyone not a Parkland homeowner.
5. All antennas or aerials must be approved by Parkland ACC before erection, and must follow the bylaws of Parkland HOA.
6. No trees, fences, signs promoting businesses, nor utility boxes shall be located where they may cause interference with other aircraft. No garden plots are permitted in the Common Use areas.
7. No partial vehicle; vehicle under construction or repair, non-operable-vehicle, recreation vehicle, tractor or damaged aircraft shall be stored in an open site.
8. Overnight parking by visiting aircraft may be allowed on a the Licensee's site only after a Hold Harmless Agreement is in place for that aircraft.
9. Illumination may be permitted as to be a deterrent for crime, and must be constructed so as not to distract traffic on taxiways or runways.
10. All utilities, buildings, or other improvements installed within a site shall be maintained and kept in good repair by the Licensee.
11. In the event any maintenance or repair becomes necessary to the common use sites, which is caused by willful or negligent acts of a Licensee, his/her family, guests or invitees, and not covered or paid by the insurance of the Licensee, the cost of such repairs or maintenance shall be added or become part of the next payable regular installment of the assessment to which that Licensee is subject in connection to his/her lot.
12. All rules and regulations of Parkland HOA Bylaws not listed herein shall stand and shall be adhered to by Parkland Common Use Area Licensees.