

**CARRIAGE HOMES  
AT  
STAPLETON ASSOCIATION  
SOLAR DEVICE LICENSE AND INDEMNITY AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Carriage Homes at Stapleton Association (“Association”), with an address of: c/o Colorado Property Management Agreement at 2620 S. Parker Rd., Suite 105, Aurora, CO 80014, and \_\_\_\_\_, with an address of: \_\_\_\_\_, Denver, CO 80238 (“Owner”).

**RECITALS**

(a) McStain Enterprises, Inc. (“Founder”) created the Carriage Homes at Stapleton community (“Community”) by recording the Neighborhood Charter for The Carriage Homes at Stapleton in the real property records of the City and County of Denver, State of Colorado, on July 26, 2005, at Reception No. 2005124939, as amended by that certain First Amendment to the Neighborhood Charter for the Carriage Homes at Stapleton, recorded in the real property records of the City and County of Denver, State of Colorado, on October 21, 2005, at Reception No. 2005178451 (collectively referred to as the “Charter”).

(b) Owner is the owner of record of a condominium unit within the Community, with legal description of: The Carriage Homes at Stapleton Condos U#10343, and commonly described as \_\_\_\_\_, Denver, Colorado 80238 (“Home”).

(c) Owner installed solar panels (“Solar Device”) onto the Common Area roof of the Owner’s Home without first obtaining approval by the Design Review Committee (“DRC”), as is required under the Charter and the Design Guidelines for the Carriage Homes at Stapleton (“Design Guidelines”).

(d) The Association agrees to grant Owner a license for the installation and use of the Solar Device subject to the terms of this Agreement.

(e) Owner desires to protect and hold harmless the Association from all claims, damages, risks, liability and maintenance associated with, reasonably necessary, incurred or required by virtue of Owner's installation, use, maintenance, repair and/or replacement of the Solar Device.

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

1. License. Subject to the terms of this Agreement, the Association approves the Owner’s installation of the Solar Device on the Common Area roof of the Owner’s Home consistent with the application for approval submitted by Owner.

2. Termination. The Association may terminate this Agreement with or without cause at any time. As a part of any termination, the Association shall provide Owner with at least 30 days notice of termination mailed to the Home or such other address provided to the Association in writing by Owner for this purpose. This Agreement will terminate automatically upon Owner's removal of the Solar Device.

3. Maintenance. The Owner shall be responsible for the maintenance, repair and replacement of the Solar Device. Regardless of whether Owner was negligent, such Owner shall be responsible for any damage to other Units, Common Area, and/or Association maintained components of the Community that result from or are in any way related to the installation, use, maintenance, repair, or replacement of the Solar Device.

4. Roof Replacement. If the Association determines that roof replacement is necessary, Owner shall be responsible, at Owner's expense, for removal of the Solar Device upon reasonable written notice from the Association, and reinstallation upon completion of the roof replacement.

5. Transfer of Home/Re-License. Should Owner sell, transfer, or convey the Home without removing the Solar Device, the new Owner of the Home shall automatically become the Owner of the Solar Device, with or without a separate transfer of this Agreement by Owner. Owner shall not otherwise transfer this Agreement, except in conjunction with the sale, transfer or conveyance of the Home, without the express written approval of the Association. Any transfer of this Agreement inconsistent with these terms is voidable by the Association upon 10 days written notice to Owner and transferee.

6. Removal of Solar Device Upon Application of Separate Owner. The Owner has installed the Solar Device on the entire \_\_\_\_\_ side of the Common Area roof of the Home; however, the Owner shares this roof with \_\_\_\_\_ other Homes within the condominium building. Should another owner who lives within the same condominium building, but at a separate address as the Owner, wish to install a solar device upon the roof, the Board or DRC, in their sole discretion, may demand removal of a portion of the Owner's Solar Device so as to accommodate the request of the other owner. The Association shall provide reasonable notice prior to demanding removal. Cost of removal shall be at the sole expense of the Owner.

7. Insurance. Owner shall maintain insurance for the Solar Device in an adequate amount for the purpose of protecting the Association and Owner from any claims or suits for damages resulting from, or in any way connected with, the installation, maintenance or use of the Solar Device. The Association must be named as an additional insured on said policy, and a copy of the insurance policy must be filed with the Associations Managing Agent on an annual basis.

8. Indemnification. Owner agrees to and shall indemnify and hold harmless the Association of and from any and all liability, loss, damage, (including reasonable attorney fees and costs), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, against the Association or which the

Association may suffer as a result of or in any way related to this Agreement and/or Owner's and/or Owner's tenant's installation or use of the Solar Device.

9. Benefit. This Agreement shall be recorded in the real property records of the City and County of Denver, Colorado, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as expressly provided for in this Agreement.

10. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in Denver County.

12. Remedies. In the event of a default under the breach of this Agreement, the remedies available to the non-defaulting party shall include all those remedies provided in the Declaration, or other legal documents of the Association, together with specific performance, damages or both, including reasonable attorney fees and costs and any other remedy provided by law.

13. Amendment. This Agreement may not be amended except by a written instrument signed by all of the parties.

14. Attorney Fees. In the event that any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's attorneys fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions.

IN WITNESS WHEREOF, the parties have executed this Agreement.

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**CARRIAGE HOMES AT STAPLETON  
ASSOCIATION**, a Colorado nonprofit corporation

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\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_