

3.4.5 Radon Mitigation must be done in accordance with Addendum C – Radon Mitigation Regulations

REMINGTON TRAILS II TOWNHOME ASSOCIATION

ADDEMDUM C: RULES AND REGULATONS REGARDING THE INSTALLATION OF RADON MITIGATION SYSTEMS AND EQUIPMENT

In order to keep the aesthetic appearance of the Remington Trails II Townhome Association in good orderly manner, while preforming the necessary Radon Mitigation, the Board has adopted the following Rules and Regulations:

1. Radon Mitigation can only be done by qualified, licensed and insured Radon Mitigation company.
2. The homeowner must complete and submit an Exterior Alteration Request (also known as an Architectural Request) (Request) along with the following required information and documentation.
3. The Request must be approved prior to preforming any mitigation.
4. It is required that the company that will preform the Radon Mitigation is licensed by the State of Illinois, in good standing and include their license number along with their full name, business address and phone number. If the company cannot be found on the State of Illinois website for licensed companies, the Request will not be granted.
5. Furthermore, the Radon Mitigation company must supply the homeowner and the Association a copy of their Certificate of Liability Insurance, attached to the homeowners Request.
6. A current Radon Test results, with mitigation recommendation, attached to the Request.
7. Radon Mitigation equipment, attached to and/or put through the exterior wall of the homeowner's unit, must be done in the least conspicuous (visible) manor and preferred on the back of the unit and be done in such a way that the installation does not cause any future damage to the exterior wall or common walls.
8. The Radon Mitigation equipment must not interfere with another townhome unit and no part of the Mitigation System to be installed on any part of the building not directly accessible to the homeowner's unit. i.e. parts cannot be installed on the exterior of another homeowner's unit.
9. The Radon Mitigation solution cannot be installed to the outside through a party wall (common wall).
10. All work must be done to Code for the Village of Round Lake.
11. Once installed, the homeowner will be responsible for the maintenance of the Radon Mitigation System. Any cost required to maintain the System, paid by the Association, will be charged back to the homeowner.
12. The homeowner shall be responsible to fund the cost of any maintenance to repair or replace the Radon Mitigation System. Should the system no longer be needed, and the homeowner wishes to remove the System, a new Request must be submitted, and the cost of such repairs will be the responsibility of the homeowner.
13. The homeowner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the System, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Homeowner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the Radon Mitigation System. The homeowner must complete, sign and attached the enclosed hold harmless agreement to their Request.

14. Upon transference of the ownership or occupancy of the unit, the homeowner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of the rules and regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

A completed Request along with all required information and documentation specified above, will be submitted by the homeowner to the Property Manager at the management business office. The Property Manager will review the Request and information provided by the homeowner to assure that all required information and documentation is provided. The Manager will verify, by means of the State of Illinois website, that the vendor is licensed by the State to provide Radon Mitigation Services. Furthermore, the vendor carries the appropriate Liability Insurance.

Upon submission of all required forms and documentation, the Manager and one (1) Board member may approve the request. Afterwards the Manager will notify the homeowner that their request is either approved or rejected. If the request is rejected, the Manager will provide the reason.

Homeowner who do not obtain an Approved Request prior to performing any exterior work are subject to a fine of not less than One Hundred dollars (\$100.00) and liable for all damages and repairs.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement made this ____ day of _____, by and between The Remington Trails II Townhome Association ("Association") and _____ ("Owner").

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a Radon Mitigation System on the exterior of their townhome unit, located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney's fees (hereafter "claims"), arising out of or resulting from the installation, maintenance, use or removal of this Radon Mitigation System, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in this Agreement shall not be limited in any way by a limitation on the amount of type of damages.

The Remington Trails II
Townhome Association

By _____

Owner

By _____