

COMMON AREA LICENSE AGREEMENT

This Common Area License Agreement ("Agreement") is made on _____, 201_____, by and between **Remington Trails II Townhome Association, an Illinois not-for-profit corporation** ("Association") and _____ ("Owner").

WHEREAS, the Owner represents that the Owner is the sole record title holder for the Residential Lot located at _____ ("Lot").

WHEREAS, the Lot is located within the Remington Trails Phase 2 Subdivision ("Townhome Property").

WHEREAS, the Association, through its Board of Directors ("Board"), administers the Townhome Property as set forth and described in the Declaration of Covenants, Conditions, Easements and Restrictions for Remington Trails II Townhome Association ("Declaration").

WHEREAS, pursuant to the Declaration and By-Laws of the Remington Trails II Townhome Association ("By-Laws"), the Association has the sole authority to maintain and administer the Common Area submitted to the Declaration ("Common Area").

WHEREAS, the Owner wishes to continue to keep and use an existing deck that extends beyond the boundaries of the Lot and requires use of certain space which constitutes a portion of the Common Area.

WHEREAS, the parties are desirous of entering into this Agreement.

NOW, THEREFORE, in consideration of the following, and other good and valuable consideration, the mutual receipt and sufficiency of which hereby is acknowledged, the parties hereby agree as follows.

1. The recitals, as stated above, are fully incorporated into this Agreement.
2. Subject to the limitations and qualifications set forth in this Agreement, the Association grants to the Owner a nonexclusive, revocable license to use the portion of the Common Area immediately contiguous to the Lot upon which a deck exclusively serving the Lot is located ("Licensed Area"). The Licensed Area has the following dimensions: _____.
3. The Owner shall use the Licensed Area for the sole purpose of keeping and using the deck and for related purposes customarily incident to the residential use and occupancy of the Lot and consistent with the Declaration, the By-Laws, and any rules, regulations, resolutions and policies promulgated by the Board from time to time. The Licensed Area shall be used in accordance with all applicable laws, statutes, ordinances, rules, regulations and lawful orders of public authorities. The Owner shall be prohibited from enlarging or expanding the Licensed Area. The license granted to the Owner shall not be deemed to give to the Owner the right to use, for the purposes contemplated herein, any portion of the Common Area other than the Licensed Area.
4. The Association makes no representations whatsoever as to whether applicable laws, ordinances or regulations permit the Owner to keep and use the improvements in the Licensed Area, and the Owner represents that the Owner shall proceed with keeping and using the improvements in the Licensed Area solely at the Owner's own risk.
5. The Owner waives and releases all claims against the Association, the Board, the Association's management firm and each of their employees and agents and agrees that said parties shall not be liable for any loss, damage or injury to any person or property sustained by the Owner or any other party resulting directly or indirectly from the use of the Licensed Area or the improvements located therein and exclusively serving the Lot, except for loss, damage or injury resulting solely from the fault of the Association or its agents.

6. The Owner agrees to indemnify, hold harmless and defend the Association, the Board, the Association's management firm and each of their employees and agents and to assume any and all liability for loss, damage or injury to any person or property arising in connection with the use of the Licensed Area or the improvements located therein and exclusively serving the Lot, including costs, attorneys' fees and other expenses incurred by the indemnified parties in defending any claim, unless the loss, damage or injury results solely from the fault of the indemnified parties or their agents. The indemnification obligations contained in this section shall survive termination of this Agreement.
7. The Association shall have the right to immediately terminate this Agreement upon the occurrence of one of the following events: (a) the default by the Owner in the performance of any of the obligations imposed upon them under this Agreement, the Declaration, the By-Laws, and/or any rules, regulations, resolutions and policies promulgated by the Board from time to time; (b) the Board, in its sole discretion, determines that the Licensed Area interferes with the Association's ability to maintain, repair, administer or operate any portion of the Townhome Property; (c) the Board, in its sole discretion, determines that the Licensed Area constitutes a nuisance or hazard; (d) the grant of this license violates any provision of the Association's Declaration, By-Laws, Articles of Incorporation, or rules and regulations, (e) it is determined that the Licensed Area is in violation of the requirements of any local housing code, statute, ordinance, law or regulation of any governmental body (including, without limitation, any zoning ordinances of the Village of Round Lake) or any order or ruling of any public authority or official having jurisdiction; or (f) the existing deck is replaced.
8. Nothing herein shall be deemed to change the boundaries of the Lot.
9. The Owner hereby consents and agrees to the Association's filing of a memorandum of this Agreement with the office of the Lake County Recorder as an encumbrance against the Lot and to pay all costs and expenses incurred by the Association in connection with the preparation, negotiation and execution of this Agreement and the preparation, negotiation, execution and recording of the memorandum, including, without limitation, attorneys' fees, title fees and recording fees. Such costs and expenses shall be charged back to the Owner as a common expense and be collectible in the same manner as any regular or special assessment.
10. Until terminated by the filing in the office of the Lake County Recorder of a release duly authorized by the Association, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, beneficiaries, successors and assigns, including, without limitation, subsequent purchasers of or successors in title to the Lot.
11. This Agreement shall be governed by the law of the State of Illinois. In the event litigation arises in connection with the subject matter of this Agreement, the parties agree that the venue shall be Lake County, Illinois. The Association shall be entitled to recover from the Owner any and all costs and expenses, including, but not limited to, attorneys' fees, incurred in connection with the enforcement of this Agreement, whether or not litigation is initiated by any party, and such costs and expenses incurred by the Association in connection with such work shall be charged back to the Owner as a common expense and be collectible in the same manner as any regular or special assessment.
12. If any one or more of the provisions contained in this Agreement will for any reason be deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.

13. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AGREED TO AND ACCEPTED:

Owner(s)

By: _____

By: _____

Name: _____

Name: _____

Remington Trails II Townhome Association, an Illinois Not-For-Profit Corporation

By: _____
Its: President

Attest: _____
Its: Secretary

(rev.11.2012)