

**LICENSE AGREEMENT
FOR LIMITED USE OF REAL PROPERTY**

This License Agreement for Limited Use of Real Property ("Agreement") is executed to be effective (as stated below) the ____ day of _____, 20__ ("Effective Date"), between the McGinnis Reserve Community Association Inc., a Georgia non-profit corporation ("Association") and _____, individually ("Owner"), the owner of the property located at _____ ("Unit").

WHEREAS, the Association is the owner of certain real property located adjacent and appurtenant to the above referenced Unit owned by Owner which is described on attached Exhibit A ("Common Property"); and

WHEREAS, Owner is undertaking various projects on Owner's property which encroaches upon a portion of the Common Property; and

WHEREAS, the Association is willing to grant to Owner a limited license to use the Common Property and the appurtenant area thereto of the Common Property for the uses described above and in connection with the approval by the ARC of those elements as set forth by same.

NOW, THEREFORE, as part of the consideration for entering into the this Limited Use License Agreement, and in consideration of the foregoing recitals, the covenants, promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties hereby agree as follows:

DEFINITIONS

"Liability" means, with respect to any Person, any liability, indebtedness, expense, guaranty, endorsement or obligation of or by such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

"License Agreement" shall have the meaning set forth in this Agreement as to the "Licensed Area", otherwise defined as the Common Property adjacent and appurtenant to the Unit owned by the Owner as described hereinabove and as described more fully at Exhibit A.

"Person" means any person or entity, whether an individual, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organization, business association, firm, joint venture, other legal entity or Governmental Authority.

"Losses" means any and all costs, losses, taxes, Liabilities, damages, lawsuits, deficiencies, claims, demands, and expenses (whether or not arising out of third-party claims), including without limitation interest, fines, penalties, Judgments, settlements, costs of mitigation, losses in connection with any Environmental Law (including, without limitation, any Remediation Activity), lost profits and other losses resulting from any shutdown or curtailment of operations, damages to the environment or natural resources or any real or personal property, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing.

"Release" means any release, threatened release, spill, emission, leaking, dumping,

injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment.

"Remedial Systems" shall have the meaning set forth in Section 14.

"Remediation Activity" means any cleanup, response, removal, remedial, corrective or other action to clean up, detoxify, decontaminate, treat, contain, prevent, cure, mitigate or otherwise remedy any Release of any Hazardous Substance; any action to comply with any Environmental Law or Governmental Approval; and any inspection, investigation (including subsurface investigations), study, monitoring, assessment, sampling and testing (including soil and/or groundwater sampling activities), laboratory or other analysis, or evaluation relating to any Hazardous Substances or to anything referred to herein.

1. LICENSED AREA.

The Association hereby agrees and accordingly grants a limited use license to the Owners of the Licensed Area, consisting of the Association's Common Property adjacent and appurtenant to the owned Unit, which Common Property is legally described and graphically depicted on attached Exhibit A.

2. REPRESENTATIONS AND WARRANTIES.

- A. The Association represents and warrants to Owner that: (i) the Association, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) the Association's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the Association.
- B. Owner represents and warrants to the Association that: (i) Owner, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) Owner's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on Owner.
- C. Owner has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in subsection (A) above, including any warranties or representations by the Association as to title or its condition or fitness for any use.

3. GRANT OF LICENSE: TERM.

- A. Nothing in this Agreement shall be construed as granting Owner the authority to use any property that is owned by any person or entity other than the Association. Owner assumes and warrants Owners' sole responsibility for maintaining the Licensed Area of the Common Property hereby licensed in a manner compliant with the rules and regulations and directives of the Association and for ensuring the safety of all structures and persons for the duration of this license on property owned by the Association.
- B. This License Agreement is not intended to represent permission granted in perpetuity. Either party may terminate this License and Agreement with or without cause by giving thirty (30) days' advance written notice to the other of intent to terminate. Owner shall be obliged at its sole cost and expense to return the property to its original state and to remove any intrusion or trespassing structure from the Common Property. In connection with returning the property to its original state, the parties agree that Owner shall not be required to replace any items authorized or approved by the Architectural Committee or Board acting in accordance with regular order to be removed from the common property, including but not limited to any tree(s), shrub(s), other vegetation, structure(s) or facilities as thereon located at the date of execution of this Agreement.

- C. If Owner continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement. Owner shall be liable to the Association for all costs, including all reasonable attorneys fees incurred, in respect of and arising in connection with the enforcement of this Agreement and the removal of Owner, or any structure in its entirety which may intrude upon the Common Property.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Owner's rights in the Licensed Area are limited to the rights created by this Agreement, which create only a license in the Licensed Area, and which is revocable or otherwise terminated only as set forth expressly herein. The Association and Owner do not by this instrument intend to create a lease, easement or other real property interest. Owner has no real property interest in the Licensed Area. Owner's sole remedy for any breach or threatened breach of this Agreement by the Association will be an action for damages. Owner's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to the Licensed Area. Owner's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over the Licensed Area or Owner's use of the Licensed Area. Owner's rights to the use of the Licensed Area are not exclusive, and Owner has no right to quiet enjoyment of the Licensed Area.
- E. This license Agreement is specific to Owner, and may not be transferred or assigned in any manner, without the prior written approval of the Association.

4. FEES.

Upon execution of the Agreement and upon The Association's proper invoicing of Owner, Owner shall pay the Association a first year license fee of One Hundred Dollars (\$100.00) for entering into the Agreement. Thereafter, prior to the anniversary date of the Agreement and contingent upon the Association's written approval to extend the term of the license for an additional year, Owner shall pay an annual License fee of One Hundred Dollars (\$100.00) upon the Association approval as herein provided until such time as this Agreement is terminated pursuant to the terms of this Agreement. Said annual fee shall be suspended and not otherwise payable by Owner to the Association for so long as the Owner shall be a member in good standing of the Association and not otherwise be in arrears as to assessments due to the Association, or in violation of the Association documents, rules and regulations or other applicable statute, ordinance, or other regulatory rule or provision. In the event that Owner shall default on their obligations to the Association arising under the Declaration of Covenants, Bylaws, rules or regulations of the Association applicable thereto, this Agreement shall accordingly terminate as of the date of default without further notice to Owner, and all suspended fees shall thereupon automatically become due and payable and the amount due shall be added to Owner's account and shall constitute a lien in favor of the Association upon the Unit. Owner shall within ten (10) days of termination cause to be removed from the property that is subject to the license all personal property and other improvements to the referenced licensed property. Failure to fully remove any such items shall constitute an abandonment of same to the Association, which shall be authorized to dispose of any such property thereon located belonging to or otherwise possessed by the Owner in the unfettered discretion of the Board of Directors of the Association.

5. UTILITIES.

Owner is responsible for obtaining and paying for all utilities provided or otherwise necessary for its use of the Licensed Area.

6. USE RESTRICTIONS.

- A. Owner shall not remove, damage or alter in any way any existing improvements or property of the Association within the Licensed Area without the Association's prior written approval, which shall not be unreasonably withheld. Owner shall repair any damage or alteration to the Association's property to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.
- B. Owner shall specifically not remove originally planted trees, shrubs grass, or ground landscaping from the Licensed Area, nor shall Owner be authorized to add topsoil or plant any grass without written authorization from the Association. Owner shall at its sole cost and expense and in connection with maintaining the property, clear weeds and undergrowth and cover area with appropriate pine straw consistent with the manner in which Common Property is maintained within the community or otherwise as directed by the Association from time to time.
- C. Owner shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the authorized use of the Licensed Area, which right shall be exercised so as to not unreasonably interfere with any the Association operations or the easement rights of any other person(s).
- D. Owner shall keep the Licensed Area maintained, landscaped, orderly and clean at all times.
- E. Subject to the terms set forth herein, Owner acknowledges that Owner's use of the Licensed Area shall be subject and subordinate to, and shall not adversely affect, the Association's or any member's use of the Licensed Area.

7. LAWFUL CONDUCT/HAZARDOUS WASTE.

- A. Owner shall not undertake at any time any activity on or within the Licensed Area not otherwise consistent and compliant with all applicable federal, state and local law, statute, ordinance, rule and regulation, including those rules and regulations of the Association. Noncompliant conduct or unlawful use of the Licensed Area as determined in the sole discretion of the Association shall constitute a material default of this License Agreement and cause the immediate termination hereof upon notice as provided herein.
- B. Owner shall not cause or permit any release on or adjacent to the Licensed Area of any hazardous substances, waste or materials, or other dangerous substances, wastes, pollution or materials or undertake any activity which may impair the health and safety of persons affected by such substances in violation of Environmental Law.
- C. Owner shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area, including any such activity which would be in violation of any federal, state or local statute, rule or regulation pertaining to hazardous waste or toxic substances. These statutes include but are not limited to the United States Federal Water Pollution Control Act, the United States Resource Conservation & Recovery Act, the United States Clean Water Act, the United States Safe Drinking Water Act, the United States Atomic Energy Act, the United States Occupational Safety and Health Act, the United States Toxic Substances Control Act, the United States Clean Air Act, the United States Comprehensive Environmental Response, Compensation and Liability Act, the United States Hazardous Materials Transportation Act, all associated amendments and subsequent related legislation, and all analogous or related Applicable Laws. Owner shall not use the property in a manner inconsistent with any statute, rule, regulations, license, permits or approvals issued by any federal, state or local governmental unit or agency. Owner shall defend, indemnify

and hold the Association harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the property to the extent attributable to or caused by Owner, and shall immediately notify the Association in writing of any hazardous waste or toxic substance at any time discovered or existing upon the Property. Owner shall promptly and without a request by the Association provide the Association's Board and/or management with copies of all written communications between Owner and any party, including but not limited to any governmental agency concerning environmental inquiries, reports or problems relating to hazardous waste or toxic substances on the Property.

- D. "Environmental Law" means all Applicable Laws which regulate or relate to the protection or clean-up of the environment, the Handling or Release of hazardous substances, waste or materials, or other dangerous substances, wastes, pollution or materials (whether gas, liquid or solid), the health and safety of persons as affected by such substances, including protection of the health and safety of employees, or the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants or other natural resources. Environmental Laws include, but are not limited to, the United States Federal Water Pollution Control Act, the United States Resource Conservation & Recovery Act, the United States Clean Water Act, the United States Safe Drinking Water Act, the United States Atomic Energy Act, the United States Occupational Safety and Health Act, the United States Toxic Substances Control Act, the United States Clean Air Act, the United States Comprehensive Environmental Response, Compensation and Liability Act, the United States Hazardous Materials Transportation Act, all associated amendments and subsequent related legislation, and all analogous or related Applicable Laws.
- E. "Hazardous Substance" means any pollutants, contaminants, chemicals, waste; any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical or chemical compound; or any hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under, or which may form the basis of Liability under, any Environmental Laws. "Hazardous Substance" includes without limitation any quantity of asbestos in any form, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products, fractions or by-products, radioactive substances, sludges, and slag.

8. COVENANT TO CONDUCT REMEDIATION ACTIVITIES.

- A. Owner hereby covenants, at its sole cost, risk and expense, to diligently and continuously develop, implement and complete to Closure any and all Remediation Activities as required by Environmental Law, including in accordance with the directives of any applicable Governmental Authorities. The foregoing covenant specifically includes the direct obligation of Owner to promptly perform any Remediation Activity required or ordered by any Governmental Authority. The foregoing covenant shall also include the obligation of Owner to maintain any financial assurances and pay any oversight fees and costs required or otherwise imposed by any Governmental Authority with respect to any such Remediation Activity.
- B. Notwithstanding the foregoing, Owner's obligation to perform Remediation Activities with respect to the Licensed Area/Common Property including as to those elements which migrate onto the Licensed Area or Common Property from off-site, whether before or after Closing of this Agreement, shall be stayed for so long as a third party is conducting, with reasonable diligence, any Remediation Activities required by Environmental Law to address such Hazardous Substances pursuant to an agreement or an arrangement with the appropriate parties and governmental entities that is reasonably acceptable to the Association; provided that such third party is in compliance with such agreement or arrangement; and provided further that Owner shall continue to perform any obligations Owner may have to or with any such third party

with respect to such Hazardous Substances or Remediation Activities and undertake such other actions as may be reasonably necessary to ensure that such third party continues to conduct the Remediation Activities with reasonable diligence. Owner shall provide written notice to the Association within three business days if Owner learns or has reason to believe that any such third party has failed or is failing to meet such third party's obligations to conduct any Remediation Activities as provided herein.

- C. Subject to the requirements of this Section and the provisions of this Agreement, Owner may select the most cost-effective, remedial alternative that is protective of human health and the environment and is consistent with and meets the requirements of the Environmental Laws and any Governmental Authority in complying with his obligation to maintain and ultimately return the Licensed Area and Common Property to the Association in a manner free of contamination. No Remediation Activity may be based upon or result in any requirement that the Association agree to limit its use of the Common Property pursuant to, or encumber title to the Common Property with, any restrictive covenant that would, in either case, restrict the use of the Common Property for any purposes that as of the Closing Date hereof are permitted under the existing zoning and land use restrictions and covenants applicable thereto.
- D. Solely for purposes of clarification and to avoid misunderstanding, the Parties agree that all costs associated with the Remediation Activities performed hereafter shall be borne solely by Owner and shall not be borne by the Association, either directly or indirectly, as part of any services provided from time to time by Owner to the Association under this Agreement, any service agreement or other agreement.

9. ACCESS.

- A. Subject to the terms of this Agreement, and following the termination of this License, the Association shall permit access to and entry upon the Licensed Area and Common Property ("Property") to Owner and Owner's designated Representatives as necessary for Owner or its Representatives to conduct and complete any Remediation Activity upon the Common Property and required under this Agreement.
- B. Owner or its Representatives shall give the Association ten (10) business days' advance written notice of Owner's intention to access the Property, identifying the Persons who will perform such Remediation Activities. The Association may in its discretion perform security checks on Owner's Representatives granted access to the Property under this Agreement, and may in its reasonable discretion restrict the access of such personnel based on information developed as a result of a security check. Owner shall restrict its activities at the Property to normal working hours (8 a.m. to 5 p.m.) except (i) when responding to emergencies or alarms or (ii) with the prior written consent of the Association. If for any reason or at any time the Association denies all Owner personnel access to the Property, Owner shall not be considered in default of its obligations or in breach of this Agreement by reason of any occurrences or any failure to perform caused by the denial of access to the Property.
- C. Prior to any entry on the Property, Owner shall cause and require its Representatives to comply with all applicable terms of this Agreement. Owner shall design, implement and conduct all Remediation Activities in a manner that will avoid any interference with the Association's (or the Association's members, successors or permitted assigns) ongoing operations or other use and enjoyment of the Property.
- D. Owner shall be responsible for the costs of any utilities (including gas, electric, wastewater treatment, water extraction and water supply) associated with the use of the Licensed area and with any Remediation Activities conducted by Owner or its Representatives pursuant to this Agreement. Owner shall not permit any circumstance that results in any lien or encumbrance against the Property or any part thereof for any

work, labor or materials furnished to Owner or Owner's Representatives for any Remediation Activity performed under this Agreement.

10. PERMITS AND COMPLIANCE WITH LAW.

Owner and/or its Representatives shall, at their own expense, obtain prior to any access to the Property, and maintain during the term of any Remediation Activity, all Governmental Approvals of whatever nature from any Governmental Authorities necessary to perform the Remediation Activities. Owner shall, and shall cause its Representatives to, comply with all Applicable Laws, as well as any applicable site safety rules of the Association.

11. COMMUNICATIONS WITH GOVERNMENTAL AUTHORITIES OR THIRD PARTIES.

Owner shall provide a draft copy of any correspondence or documentation, including any report, data, work plan, analysis or evaluation, prepared by Owner or its Representatives regarding any Remediation Activity which Owner or its Representatives proposes to submit to any Governmental Authority or Person. Owner shall provide the Association with a reasonable time to review such documents and shall in good faith consider comments made by the Association (which shall be promptly provided) with respect to such documents, provided, however, if such prior review period is not reasonably practicable due to the requirements of Environmental Law (including the reporting of violations of Environmental Law to a Governmental Authority) Owner shall promptly provide copies of any notices, reports, documents or other communications to or from any Governmental Authority or other Person concerning any such circumstances. Owner shall allow the Association, at the Association's sole cost and discretion, to have a Representative present during any meeting or other communication with any Governmental Authority or Person regarding any Remediation Activity.

12. MANAGEMENT OF HAZARDOUS SUBSTANCES.

Owner or its Representatives, at its or their own expense, shall be solely responsible for the proper Handling of any Hazardous Substances associated with the Remediation Activities, and shall pay all fees and taxes and sign all waste manifests for any Hazardous Substances generated in connection with any Remediation Activity. Owner shall immediately notify the Association upon learning of any Release of a Hazardous Material at the Property that results from or is related to Owner's or its Representatives' access to and/or use of the Property (including any Remediation Activity) and shall promptly provide the Association copies of any notices, reports, documents or other communications to or from any Governmental Authority or other Person concerning any such Release. Such notification shall be made verbally within twenty-four (24) hours, and in writing within seventy-two (72) hours, of Owner's knowledge of any such Release. Owner shall be solely responsible, at its own expense, for the proper cleanup, removal and/or remedy of any such Release in accordance with applicable Environmental Law, and shall indemnify and hold the Owner Protected Persons harmless from, and defend them against, any Losses arising out of or in any way related to any such Release.

13. SITE RESTORATION.

Owner shall, or shall cause its Representatives to, remove all equipment or other materials belonging to Owner and/or its Representatives at reasonable intervals but no later than at the conclusion of the Remediation Activity. As soon as practicable after the Remediation Activity is completed, Owner shall restore the Property to the condition that existed prior to such Remediation Activity. If any portion of the Licensed Area suffers damage by reason of the access of Owner or its Representatives, Owner, at its own expense, shall promptly repair all such damage and restore the Licensed Area to the same condition as before such damage occurred.

14. MAINTENANCE OF REMEDIAL SYSTEMS.

- A. Owner shall be responsible for maintaining, or causing to be maintained, the groundwater treatment system, related monitoring and extraction wells and all associated piping and equipment located on the Property as of Closing and any additions or modifications in connection with the Remediation Activities (collectively, the "Remedial Systems"), and such Remedial Systems shall remain the property and in the control of Owner.
- B. The expenses of maintaining, operating, repairing or, except as provided in the following sentence, modifying or constructing the Remedial Systems shall be borne by Owner or its Representatives and include all costs associated with personnel required to operate the Remedial Systems, utilities, maintenance, laboratory analyses, permit applications and fees, waste disposal, any emergency expenses, and any other incidental or miscellaneous expenses, not currently foreseen by the Parties, that may arise in the future.
- C. Owner shall allow the Association, at the Association's sole cost (including without limitation the cost of complying with any legal or regulatory requirements that are imposed based on the reconstruction or relocation of the remediation system) and discretion, to relocate any Remedial System placed in or on the Property by Owner as necessary to accommodate the ordinary operations and the use and enjoyment of the premises (including the modification, expansion or development of any facilities associated therewith) by the Association. During any construction or other work necessary to effect such a relocation, Owner shall not be deemed to be in default of any provision of this Agreement to the extent that performance is rendered impracticable or impossible by such construction or other work. Owner shall be responsible for closing or removing any monitoring or extraction wells and removing any other Remedial Systems located on the Property in accordance with applicable Environmental Laws at the sooner of Closure, a directive from a Governmental Authority or the point at which such well or other portion of the Remedial Systems is no longer required or useful for the Remediation Activities conducted hereunder. Upon closure by Owner of any monitoring wells located on the Property, any portion of such monitoring wells left in place at, on or in the Property shall become the property of the Association.

15. INSURANCE.

- A. During or in connection with the use of the licensed area or conducting any Remediation Activity at the Property, Owner agrees that its consultant and any other Representatives of Owner employed in connection with the Remediation or other Activity shall carry commercially reasonable liability insurance, including Workers' Compensation (as required by law), Employers' Liability, Commercial General Liability, Commercial Automobile Liability, and Professional Errors and Omissions and Contractor's Pollution Legal Liability, at levels reasonably acceptable to the Association. The policies shall include coverage for Liability assumed under this Agreement as an "insured contract" for the performance of Owner's indemnity obligations hereunder. If permitted under law and applicable policies, the Association (and, if appropriate, its members, tenants, successors or permitted assigns) shall be named as additional insureds.
- B. Owner shall cause its Representatives, upon request, to provide the Association with written evidence that such insurance is and remains in force throughout the term of such Remediation Activity. Owner shall cause its Representatives to provide the Association with thirty (30) days' advance written notice of any applicable insurance policy cancellation or material change in an applicable policy. The limits of such insurance shall not, however, limit the liability of Owner or the scope and extent of

Owner's indemnification with respect to Owner's obligations under this Agreement. All insurance carried by Owner's consultant hereunder shall be primary to and not contributory with any similar insurance carried by the Association or its Affiliates, tenants, successors or permitted assigns, whose insurance shall be considered excess insurance only.

16. CONSTRUCTION AND MAINTENANCE.

- A. Owner shall bear, at its own cost, all responsibility for the installation of all authorized improvements proposed by Owner to the Licensed Area, including costs associated with construction, operation and maintenance, unless damage thereto is caused by the Association or its agents or contractors. All improvements made by Owners to or upon the Licensed Area shall become part and parcel of the Common Property upon their affixation to the premises, and shall be maintained by Owner through and until the termination of this License.
- B. All improvements made by Owner to the Licensed Area pursuant to the terms of this Agreement are subject to and must be in compliance with all applicable codes, ordinances and laws, including the Americans with Disabilities Act, and constructed in conformance with the Association's approved design standards and applicable procedures.
- C. Owner shall not permit any liens to be placed or remain on the Licensed Area by virtue of any work performed under this Agreement or for any other reason. The Association may at its option pay to remove any such lien and the cost together with all legal fees and other expenses incurred in accordance with same or in connection with the defense or litigation of any matter arising in connection with the lien or any claim of any third party shall constitute a special assessment to the Owner's account and shall constitute a lien upon the Unit in favor of the Association.

17. INDEMNIFICATION.

Owner shall defend, indemnify and hold harmless the Association and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as " Association" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation (collectively, "Damages"), that arise out of any act or omission of Owner or its agents, employees and invitees (hereinafter referred to collectively as "Owner" in this Section) in connection with Owner's operations in the Licensed Area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that are caused by the failure of Owner to comply with any provision of the Declaration of Covenants applicable to the Property, and this Agreement except to the extent the Damages are caused by the Association's, or its agents' gross negligence, fault or willful misconduct for which prior notice of same was provided by Owner to the Association. The Association shall give Owner prompt notice of any claim made or suit instituted that may subject Owner to liability under this Section, and Owner shall have the right to compromise and defend the same to the extent of its own interest. The Association shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Association's selection and at the Association's sole cost without relieving Owner of any obligations under this Agreement. Owner's obligations under this Section survive any termination of this Agreement or Owner's activities in the Licensed Area.

18. INSURANCE.

The Association acknowledges that Owner is not self insured. Owner shall provide the Association with a certificate of appropriate insurance naming the Association as an additional insured upon execution hereof and thereafter, upon request.

19. DAMAGE OR DESTRUCTION.

The Association has no obligation to reimburse Owner for the loss of or damage to fixtures, equipment or other personal property, except for loss or damage as is caused by the gross negligence of the Association or its officers, employees or agents. Owner may insure all fixtures, equipment or other personal property for its own protection if it so desires.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, Owner's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear and casualty not caused by Owner excepted. Owner shall cause the termination of any continued intrusion or trespass of any structure or use of property upon the Common Property by not later than the earlier of the date of surrender of possession or termination of this Limited Use License Agreement. Owner acknowledges that the Association has the authority under the Declaration to exercise self help to cure any violation of the Covenants, including the unauthorized intrusion and/or trespass upon the Common Property of the Association, and expressly authorizes the Association to undertake any such self help as deemed appropriate by the Association and releases and indemnifies the Association for and from any claims arising thereupon.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by email, or certified mail, return receipt requested, postage prepaid, to the following addresses:

TO ASSOCIATION:

McGinnis Reserve Community Association Inc.
c/o Robin Thurmond, Property Manager
Community Management Associates
1465 Northside Drive
Suite 128
Atlanta, GA 30318

WITH A COPY TO:

Jason K. Green, Esq.
Miciul & Associates, LLC
565 Brightmore Downs
Alpharetta, GA 30005
Jason@miciullaw.com

TO HOMEOWNER :

PROPERTY ADDRESS

Email: _____

B. Any notice given by email shall be deemed to be received on the date as sent. Any notice given by certified mail shall be deemed to be received on the third business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. Owner shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the Association. If laws or judicial decisions result in the imposition of a real property tax on the interest of the Association as a result of Owner's occupancy of the Licensed Area, Owner shall also pay the tax on a proportional basis for the period this Agreement is in effect.
- B. Owner shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement any and all licenses and permits required for the activities authorized by this Agreement.

24. ALTERNATIVE DISPUTE RESOLUTION: LITIGATION.

This Agreement shall be governed by the laws of the State of Georgia. If a dispute arises concerning any of the terms of this Agreement, the parties will meet and attempt in good faith to negotiate a resolution of the dispute. If a resolution is not reached, the parties will consider entering into an alternative dispute resolution process, including mediation and/or arbitration. This Section shall not foreclose the right of either party to file a court action. In the event of any litigation or arbitration between the Association and Owner arising under this Agreement, the successful party shall be entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.

25. RULES AND REGULATIONS.

Owner shall at all times comply with all federal, state and local laws, ordinances, covenants, and rules and regulations, including but not limited to those of the Association which are applicable to the Unit, and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Owner shall display to the Association, upon request, any permits, licenses or other evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The Association may, at any time, pursuant to the Declaration of Covenant and hereunder to enter upon the Licensed Area for any lawful purpose at any time, so long as the action does not unreasonably interfere with Owner's use of the Licensed Area.
- B. Without limiting the generality of the foregoing, the Association and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at all times to make repairs, replacements or alterations thereto that may, in the opinion of the Association, be deemed necessary or advisable and from time to time to construct or install over, in or under the Licensed Area the systems or parts thereof and, in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area; provided that in the exercise of the right of access, repair, alteration or new construction, the Association shall not unreasonably

interfere with the use and occupancy of the Licensed Area by Owner.

- C. Exercise of any of the foregoing rights by the Association or others pursuant to the Association's rights shall not constitute an eviction of Owner, nor be made the grounds for any abatement of rent or any claim for damages.

27. OWNERSHIP OF EQUIPMENT.

It is expressly understood and agreed that Association retains title to all equipment installed by Owner on the Common Property and may modify, replace or remove such equipment when necessary without further notice to Owner.

28. THIRD PARTY BENEFICIARIES.

Except as otherwise provided herein, nothing in this Agreement is intended to or shall be construed to confer upon or give any Person, other than the Parties hereto, and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

29. AGREEMENT AS LICENSE.

The Parties intend and mutually agree that this Agreement shall be construed as a mere license by the Association to Owner to utilize that Licensed Area during the term of this Limited Use License Agreement. This Agreement shall not be construed as a lease, sublease, rental agreement or easement. It is understood and mutually agreed that Owner has no interest whatsoever in the Common Property.

30. VENUE: GOVERNING LAW.

The proper venue for any proceeding at law or in equity shall be in the Superior Court of Gwinnett County, Lawrenceville, Georgia, and the Association and the Owner hereby waive any right to object to venue. This Agreement shall be construed in accordance with and be governed by the laws of the State of Georgia.

31. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

EXECUTED to have an Effective Date as of the date of the signature last affixed below.

(SIGNATURES ON FOLLOWING PAGE)

MCGINNIS RESERVE COMMUNITY ASSOCIATION INC.,

an Georgia non-profit corporation

By: _____

President of Board of Directors

Print Name

Date: _____

HOMEOWNER(S)

By: _____

Print Name

Date: _____

By: _____

Print Name

Date: _____

**EXHIBIT A
LEGAL DESCRIPTION OF
COMMON PROPERTY**

DESCRIPTION

EXHIBIT B