

**VILLAGE AT MOUNT HOPE BAY CONDOMINIUM ASSOCIATION
REVOCABLE LICENSE AGREEMENT**

This agreement made this ____ day of _____, 20__ by and between the Board of Directors of the Village at Mount Hope Bay Condominium Association. (the "Association"), the organization of Unit Owners of the Village at Mount Hope Bay Condominium created under Declaration of Covenants and Restrictions dated June 27, 2003 and recorded with the Records of Land Evidence of the Tiverton in Book 00821, Page 1, as may be amended, (the "Association"), and _____, owner(s) of Unit # _____ (hereinafter "Unit"), _____, Tiverton, Rhode Island by virtue of a unit deed dated _____, ____ and recorded with the Records of Land Evidence Deeds of the _____ in Book _____, Page _____.

WITNESSETH:

That the Board of Directors of Village at Mount Hope Bay Condominium Association ("Grantor"), in consideration of a sum of less than \$100.00, of which receipt is hereby acknowledged, and in further consideration of the stipulation, conditions and covenants contained herein, hereby GRANT onto _____ ("Grantee") and their successors and assigns full license and authority to use that portion of the common areas to add a walkway and steps along with a modified personal garden area from the units primary front entrance to the lower rear patio area (hereinafter "**Walkway and Steps**") appurtenant to the Unit, as more particularly shown on a sketch attached hereto as Exhibit A, subject to the following terms and conditions:

- 1 The License granted hereby and the covenants herein shall be perpetual and binding on all successors in interest to the subject Unit.
- 2 The Grantee shall be responsible for all costs related to the installation of the **Walkway and Steps** and shall carry out the installation of the **Walkway and Steps** in accordance with any conditions related to the constructions, standards and guidelines established by the Board of Directors. All work to be performed by a licensed and insured professional in accordance with an approved landscaping plan by Board of Directors that is consistent within the scale height and design that will be harmonious with similar walkways and steps on Lot 2 of this development. The Grantee shall also be responsible for all plants that are to be planted in the modified garden area. It is understood that the general care and treatment of the garden bed area will be performed under the common landscaping program, however the Grantee understands and agrees that they are sole responsible for replacement of any and all plants added to the modified garden area that are above and beyond original planted specimens planted by the developer and or were original to the area prior to the modification.
- 3 The Grantee shall be responsible for any and all cost to maintain, upkeep, repair and replace all components related to the **Walkway and Steps** and or any cost that may be incurred by the Association to upkeep the **Walkway and Steps**.
- 4 The Grantee shall indemnify and hold the Board of Directors of the Village at Mount Hope Bay Condominium Association and the unit owners of the Condominium harmless from and against any and all claims, damage, injury, loss, cost, expense (including, without limitation,

reasonable attorneys' fees) and liability incurred or suffered by any of said unit owners and/or the Association in connection with the granting of this License including, without limitation, the installation, location, maintenance, repair and removal of the **Walkway and Steps**, and/or the exercise of any of the rights granted hereby or related to any action brought by any party against the Governors, manager or Association relating in any way to or in connection with the **Walkway and Steps**.

- 5 The Grantors retain the rights to terminate this license upon Ninety (90) days' written notice to the Grantee delivered via first class mail and certified return receipt mail, if either the landscaping plan has not been completed as approved or in the opinion of the Board of Directors the walkway and steps area is required to be used by the Board of Directors for some other reasonable purpose in the best interest of all the members of the Condominium Association. In the event that this License is terminated, the Grantee shall be responsible at their sole cost and expense, to remove the **Walkway and Steps** and restore the common area to its original size and condition within thirty days of such notice.
- 6 The Grantee acknowledges that the **Walkway and Steps** is being installed on the common areas of the Condominium at the sole risk of the Grantee.

Executed under seal this _____ day of _____, 20__

GRANTOR:

Board of Director and not individually:

Board of Director and not individually

Board of Director and not individually

Board of Director and not individually

Board of Director and not individually

Board of Director and not individually

Board of Director and not individually,

GRANTEE/ OWNER(S):

Name

Name

STATE OF RHODE ISLAND

_____, ss. _____, 20__

Then personally appeared the above-named _____, _____,
_____, _____, _____,
_____, _____, _____ and _____
Directors as aforesaid and acknowledged the foregoing to be their free act and deed, before me,

Notary Public,
My commission expires:

STATE OF RHODE ISLAND

_____, ss. _____, 20__

Then personally appeared the above-named _____, Unit Owner(s)
and acknowledged the foregoing to be their free act and deed, before me,

Notary Public,
My commission expires: