

**VINTAGE HEIGHTS HOMEOWNERS ASSOCIATION  
COMMONS AREA LICENSE AGREEMENT**

This License Agreement is entered into, by and between \_\_\_\_\_, (collectively, the "Member" or "Members") and Vintage Heights Homeowners Association, a Nebraska non-profit corporation (the "Association").

**RECITALS**

WHEREAS, the Association owns the Commons (as hereafter defined), which property is available for Association members non-exclusive use pursuant to covenants filed with the Lancaster County, Nebraska Register of Deeds.

WHEREAS, the Members to this Agreement desire to use and improve the Commons area adjacent to their property.

WHEREAS, the Association and the Member(s) desire to enter into this Agreement to allow the Member(s) to use the Commons area adjacent to their property and define and set forth the Association requirements, terms and conditions with respect to such use.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, together with other valuable consideration, the adequacy of which is hereby acknowledged by the Association and the Member(s), the parties agree as follows:

**TERMS**

1. Authority of Association. Association is the titleholder of real property described as Outlot \_\_\_\_\_, Vintage Heights \_\_\_\_\_ Addition, Lincoln, Lancaster County, Nebraska (the "Commons").
2. Interest/Representations of Member(s). Member(s) represents and warrants that they are the owner of \_\_\_\_\_ (street address), Vintage Heights Addition, Lincoln, Lancaster County, Nebraska which abuts the Commons (hereafter referred to as "Abutting Lot"). Member desires to landscape or otherwise alter the Commons area abutting Member's property.
3. Grant of License. Association grants, and Member accepts, a revocable license to use the Commons for planting, landscaping or altering of the Commons in a manner consistent with the Association's Rules and Regulations and as approved in advance by the Association's Board of Directors. The license granted hereunder in no way limits the Association's rights as the owner of the Commons. Member(s) shall not use the Commons area as permitted by this Agreement in any way which: (1) conflicts with the

Rules and Regulations of the Association; (2) is contrary to any directive by the Association or its Board of Directors; (3) causes a hazard or danger to person or property in any way; or (4) renders maintenance of the Commons area impracticable. This license does not permit the Member(s) to exclude other Association members from accessing the Commons as permitted in the Association's Covenants.

4. Covenants. The Commons and Abutting Lot are subject to certain Restrictive Covenants now of record upon the Commons, Abutting Lot (the "Covenants"). Paragraph 20 (4) of the Covenants permits Member to landscape in the Commons, subject to the Rules and Regulations of the Association. Execution, delivery, recordation and performance of this License are required under the Association's Rules and Regulations.

5. Duration. Nothing in this Agreement entitles the Member(s) to a license hereunder for a specified term or indefinite duration. This License shall be subject to termination at the sole and absolute discretion of the Association's Board of Directors.

6. Permitted Uses. The Member shall use the Common area subject to the license only for permitted uses as determined by the Association's Board of Directors. Permitted uses shall not include hazards as determined at the sole and absolute discretion of the Board of Directors.

7. Planting and Maintenance of Landscaping. Member shall, at Member's sole cost and expense, plant and maintain his/her landscaping on the property of this license. The Member's landscaping shall comply in all respects with applicable local, state, and federal statutes, ordinances, rules and regulations and any directives of the Association's Board of Directors.

8. Indemnification. Member shall indemnify, defend and hold harmless the Association and its Officers and Directors from any and all costs, claims, demands, damages, attorney's fees, and causes of action arising out of or relating in any manner to the Member's use or alteration of the Commons, including but not limited to Member's planting or landscaping of the Commons. Member agrees to protect, save, defend and hold harmless the Association and its Officers and Directors from all costs, claims, demands, damages, attorney's fees and causes of action arising out of negligent acts, errors or omissions of the Member resulting from the Member's use or alteration of the Commons. The Member acknowledges that the Commons are maintained by a third party and agrees that with respect to any damage to any aspect of the Member's landscaping resulting from such third party maintenance or other third party activity, the Member's only remedy shall be against such third party and shall hold harmless the Association from any such claim.

9. Ownership/Removal of Landscaping. The Member's landscaping shall be the property of Member; provided the landscaping is a permitted use as approved by the Association. If the Member's landscaping, based upon the Association's sole determination and upon thirty (30) days written notice to Member, poses a risk to any

third party, the Association, or its Members is not being properly maintained, is unsightly or is required to be removed by any governmental entity, the Association shall have the right to remove said landscaping. Member shall be responsible for all removal and restoration costs and expenses. The Association shall not be liable for any damage to landscaping or personal property of the Member located on the Commons area whether as a result of the actions of another Member, the Association, or a third party.

10. Termination. This License shall terminate upon the occurrence of any one of the following events:

- a. Mutual written agreement between the Association and Member;
- b. Breach by Member of any covenant or condition of this License which breach is not cured within thirty (30) days of written notice; or
- c. At the sole and absolute discretion of the Association's Board of Directors.

11. Remedies. The Association shall have all remedies available at law or equity, and as provided in this License. Any costs, including reasonable attorney fees, incurred by Association arising out of any default by Member of its obligations under this License or any costs of enforcement shall be paid by Member within thirty (30) days of billing. If not paid within thirty (30) days, Association shall be entitled to a lien upon the Abutting Lot as if the amount were a special assessment pursuant to paragraph 26 of the Covenants.

12. No Assignment. The license granted under this Agreement shall not be assignable by the Member(s).

13. Characterization of Document. This License is not intended to be a conveyance of any interest in real property and is intended to be a license solely affecting the use of the Commons and is not a lease, easement, or grant of any other equitable interest in real property.

14. Entire Agreement. This Agreement contains the entire agreement and understanding by and between Member(s) and the Association with respect to the subject matter herein referred to, and no representations, promises, agreements or understanding, written or oral, not herein contained shall be of any force or effect. This Agreement shall only be modified or amended upon written agreement by all parties hereto.

15. Governing Law. This License shall be governed by and construed under the law of the State of Nebraska.



The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, President or authorized representative of Vintage Heights Homeowners Association.

\_\_\_\_\_  
Notary Public