

GREENSPRING QUARRY ASSOCIATION, INC.

LICENSE AGREEMENT FOR THE USE OF CLUBHOUSE FACILITIES

THIS LICENSE AGREEMENT FOR THE USE OF CLUBHOUSE FACILITIES (hereinafter the "Agreement") is hereby made and entered into this ____ day of _____, 20____, by and between Greenspring Quarry Association, Inc. as the Licensor (hereinafter referred to as the "Association") located in Baltimore County, Maryland, and _____, (hereinafter referred to as the "Licensee").

WITNESSETH:

WHEREAS, the Association is a Maryland Homeowners Association formed and existing pursuant to its Declaration of Covenants, Conditions and Restrictions for Greenspring Quarry Association, Inc. recorded among the Land Records of Baltimore County, Maryland at Liber 24293, folio 384 *et seq.*, as amended from time to time (the "Declaration"); and

WHEREAS, the Association is the fee simple owner of the Common Property (inclusive of the Common Areas and Common Facilities), as such terms are defined in the Declaration, which Common Property includes the clubhouse, tennis courts and swimming pool facilities (collectively referred to herein as the "Clubhouse Facilities"); and

WHEREAS, the Clubhouse Facilities and the use thereof are bound by and subject to the operation and effect of the Declaration, the By-Laws of the Association, and any Rules and Regulations adopted by the Board of Directors of the Association, from time to time (collectively, the "Governing Documents"); and

WHEREAS, pursuant to Article 7, Section 7.3 of the Declaration, "[t]he owners of the Adjoining Lots shall have the right to utilize the Common Property including, but not limited to, the recreational facilities included in the Common Property. In consideration of the Association granting the owners of the Adjoining Lots the right to use the Common Property, the owners of the Adjoining Lots shall be required to pay to the Association a User Assessment, in an amount determined by the Board on an annual basis. On an annual basis, the Board shall cause a solicitation of the right to use the Common Property to be mailed to each and every owner of an Adjoining Lot. The solicitation shall include the amount of the User Assessment for that Fiscal Year. No owner of an Adjoining Lot shall be entitled to the use and enjoyment of the Common Property unless and until it has paid in full any User Assessment then due."; and

WHEREAS, the Adjoining Lots are defined in Article I, Section 1.1 of the Declaration as Lot A1 through and including Lot A6 as shown on the Plat entitled, "Area A Greenspring Quarry", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 77, folio 118, and Lot J1 through and including Lot J14 as shown on the Plat entitled, "Area J Greenspring Quarry" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 77, folio 125; and

WHEREAS, Licensee is the Owner(s) of Lot _____, having an address of _____, Baltimore, Maryland 21209, which is an Adjoining Lot as defined in the Declaration; and

WHEREAS, Licensee wishes to exercise its optional right to use the Clubhouse Facilities;
and

WHEREAS, the Association, by and through its Board of Directors, hereby desires to grant to Licensee, a nonexclusive right and license of use, access and enjoyment of the Clubhouse Facilities, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the User Assessment paid in hand by Licensee to the Association, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Association grants to Licensee a non-exclusive license to use the Clubhouse Facilities, including the swimming pool, tennis court, and clubhouse facilities, and any property, services, or other amenities included therein, as well as the right of ingress and egress along and over the private roads owned by the Association as required to utilize the Clubhouse Facilities.

2. The use by Licensee of the Clubhouse Facilities shall be subject to the Governing Documents, including, without limitation, the Rules and Regulations Regarding Use of the Swimming Pool (which are attached thereto as Exhibit "A"), and other Rules and Regulations governing the Association and the Common Area, which may be adopted by the Board of Directors from time to time, and are available upon request by Licensee. The Governing Documents are incorporated herein as if fully set forth in this Agreement, and Licensee, by execution of this Agreement, hereby acknowledges that Licensee, its invitees and/or guests, are bound by and subject to the covenants, conditions and rules set forth therein. In the event of a breach of the Governing Documents by Licensee or any guest or invitee of Licensee, the provisions of Paragraph 7 of this Agreement shall control over any provisions in the Governing Documents pertaining to violations of the same.

3. Notwithstanding anything to the contrary herein, Licensee, its successors, and assigns shall not be considered Members or Owners of the Association, as defined by the Declaration, and shall not receive any rights under the Governing Documents other than those provided for herein.

4. The License provided herein is for the sole use of Licensee, its invitees and guests, and shall not be transferable by Licensee to any purchaser of the Adjoining Lot. If this Agreement is terminated upon the sale of the Adjoining Lot as provided herein, then a subsequent purchaser shall have the right to enter into a future license agreement with the Association.

5. In consideration for the privilege to use the Clubhouse Facilities, Licensee shall pay to the Association a non-refundable User Assessment in the amount of Eight Hundred and Fifty Dollars (\$850.00), made payable to the Greenspring Quarry Association, Inc. The Use Assessment shall be delivered to the management company for the Association together with an executed copy of this Agreement.

6. The License granted herein shall be effective on the first (1st) day following receipt of payment of the User Assessment, and the execution of this Agreement by both parties, and shall terminate on December 31, 2019, unless otherwise terminated in accordance with this Agreement.

7. In the event of a breach of this Agreement or any violation of the Governing Documents by Licensee or any invitee and/or guest of Licensee, the Association may suspend the right to use the Clubhouse Facilities by such person(s) and/or terminate this License and the right to use the Clubhouse Facilities upon notice to Licensee. The foregoing shall be in addition to the right of the manager of the swimming pool, lifeguard and/or the Association to request any person to leave the swimming pool area. Moreover, such suspension or termination by the Association of this License and/or rights to use the Clubhouse Facilities shall not be subject to any dispute resolution procedures set forth in the Governing Documents and/or law which may be applicable to Members and/or Owner in the Association.

8. Licensee may terminate this License at any time upon written notice to the Association

9. Further, this Agreement shall automatically terminate upon the sale or other conveyance of title to the Adjoining Lot from Licensee to any other person(s) or entity.

10. If this License and/or the rights to use the Clubhouse Facilities are suspended and/or terminated for any reason, no part of the User Assessment shall be returned to Licensee, it being understood and agreed to by Licensee that the User Assessment is non-refundable for any reason.

11. This Agreement shall not be assignable by Licensee to any other person and/or entity.

12. All communications notices, and demands of any kind which either party may require or desire to give or serve upon the other party, shall be made in writing and shall be delivered to the Association c/o the management company; and, to Licensee at the address provided on page one (1) of this Agreement. Either party may change its address and/or the selected addressee as noted above by giving the other party written notice of its new address and/or selected addressee as provided herein.

13. Licensee, for and on behalf of itself, its guests and invitees shall indemnify and hold harmless the Association and its agents, employees, officers, contractors, representatives, members, owners, successors, or assigns, against any and all liability arising out of damages caused or alleged to have been caused by the Licensee's and/or Licensee's guests and invitee's use of the Clubhouse Facilities; and such indemnification shall include any and all direct or indirect damages, costs, and any out of pocket expenses including, but not limited to, loss, costs, damages, attorney's fees, insurance deductible, and other expenses sustained by the Association.

14. Licensee agrees that in entering into this License, Licensee is relying solely upon the representations and agreements contained herein. This Agreement constitutes the entire agreement between the parties, and cannot be modified or supplemented except by written agreement between the parties. Nothing in this Agreement shall be deemed to impose additional or further obligations on the Association, other than those explicitly provided for herein.

15. In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

16. A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any subsequent breach or any other breach.

17. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland. All claims, disputes and other matters in question arising from or relating to this Agreement, or breach thereof, shall be decided by a court of competent jurisdiction in Baltimore County, Maryland, in accordance with the laws thereof.

18. In the event either party to this Agreement is required to file a legal action against the other party due to a breach hereof, the costs of said action, including, but not limited to, reasonable attorney's fees incurred, shall be paid by the non-prevailing party to the prevailing (or substantially prevailing) party.

19. The Recitals contained in this Agreement are incorporated herein as if fully restated.

20. This Agreement may be executed in counterparts.

For Reference Only, the relevant lot numbers and addresses are listed here:

<u>Lot</u>	<u>Address</u>	<u>Lot</u>	<u>Address</u>
A1	2502 Creekstone Court	J5	2728 Lightfoot Drive
A2	2504 Creekstone Court	J6	2726 Lightfoot Drive
A3	2506 Creekstone Court	J7	2724 Lightfoot Drive
A4	2507 Creekstone Court	J8	2722 Lightfoot Drive
A5	2505 Creekstone Court	J9	2720 Lightfoot Drive
A6	2503 Creekstone Court	J10	2718 Lightfoot Drive
J1	2736 Lightfoot Drive	J11	2716 Lightfoot Drive
J2	2734 Lightfoot Drive	J12	2714 Lightfoot Drive
J3	2732 Lightfoot Drive	J13	2712 Lightfoot Drive
J4	2730 Lightfoot Drive	J14	2710 Lightfoot Drive

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by setting their respective hands and seals hereto as of the date first above written.

WITNESS/ATTEST:

GREENSPRING QUARRY ASSOCIATION, INC.,
a Maryland non-stock corporation

By: _____ (SEAL)
Name: _____
Title: President

WITNESS:

LICENSEE(S)(jointly and severally)

_____ (SEAL)
Printed Name: _____

_____ (SEAL)
Printed Name: _____

EXHIBIT "A"

**[SEE ATTACHED COPY OF THE RULES AND REGULATIONS
REGARDING USE OF THE SWIMMING POOL]**

Swimming Pool Rules and Regulations

These Swimming Pool Rules and Regulations (the “**Pool Rules**”) are intended to benefit and help protect the Members, Owners and residents of the Association and their permitted guests, and promote the safe and sanitary use and operation of the swimming pool and pool area. **Your registration for and use of the pool and/or pool area signifies that you have read and understand these Pool Rules and agree to the terms hereof.**

General Policy

1. The Association has retained a pool management company (the “**Manager**”) to manage the operation of the pool. Failure to obey the Association, the Manager, these Pool Rules or the lifeguard on duty may result in the loss of pool privileges.
2. To enter the pool area, you: (a) **MUST** have submitted your Pool Registration Form, **AND** (b) **MUST** show your government issued photo ID, **OR** your photos **MUST** have been submitted with your Pool Registration Form. **NO EXCEPTIONS!**
3. A lifeguard must be on duty and the pool must be officially open before any person may enter the water or pool area.
4. Only Owners, or a tenant or other person occupying a residential dwelling who has been granted the right to use the pool by said Owner may use the pool, as well as such person’s guests. **An Owner cannot use the pool if he has delegated his rights of use of the pool to his tenants or persons occupying the Owner’s residential property.**
 - (a) If you are a tenant or person(s) occupying the property, you must provide: (a) a copy of your lease or other proof of residency, such as a utility bill, **and** (b) written authorization from the Owner that he has delegated his use of the pool to you. Both of these documents must be presented along with your Pool Registration Form as part of the pool registration process.
5. Any damage to Association property caused by an Owner, resident, or their guest will be charged to the responsible Owner's account.
6. You are responsible for securing your personal belongings. Neither the Association nor the Manager is responsible for any loss, damage or theft to personal property of any kind.
7. Reserving or saving more than one (1) chaise or chair for a person who is not in attendance at the pool is prohibited.
8. All persons must exit the pool if directed by the lifeguard on duty, the Manager or the Association.
9. The pool may be closed at any time due to mechanical breakdown, operational difficulties, inclement weather or any other circumstance at the discretion of the lifeguard on duty, the Manager or the Association.
10. Children under age 5 are not permitted to use the hot tub/spa. Children 5 years of age and older who use the hot tub/spa must be tall enough to stand in the deepest part of the hot tub

with their head completely above the water. Non-swimmers must be accompanied in the hot tub by a parent/guardian at all times.

11. All persons entering the clubhouse from the pool area must enter through the doors past the gym. Entry into the Great Room or kitchen/card room with wet feet or bathing suits is not permitted.

Guest Policy

12. Guests must, at all times, be accompanied by a registered pool pass permit holder who is at least 16 years old, except for the specific circumstances described in Rule 13, below. When the registered pool pass permit holder leaves the pool area, their guests must also leave. Violation of this Rule may result in a loss of pool and guest privileges. Limited exceptions to this rule may be granted by the Board of Directors on a case-by-case basis and in the sole discretion of the Board of Directors.
13. A nanny, au pair, baby sitter or grandparent (“guardian”) of a minor registered pool pass permit holder may accompany said minor as a guest; provided that, (i) the guardian is 16 years of age or older, (ii) the guardian must deliver a signed release form provided by Manager from the parent or legal guardian of the minor stating that the guardian is permitted to accompany the minor as his/her guest, and (iii) the guardian must execute a form provided by Manager acknowledging that he/she agrees to follow these Pool Rules, in their entirety.
14. Members, Owners and residents will be held responsible for the actions of their guests and any guardian as defined in Rule 13.
15. A maximum of four (4) guests may be brought to the pool per household at any one time. Limited exceptions to this rule may be granted by the Board of Directors on a case-by-case basis and in the sole discretion of the Board of Directors.
16. Persons attending the clubhouse for a private party DO NOT have access to the pool or the pool area. Access to the pool and pool area is separate and subject to the four (4) guest limit per household.

Parent/Guardian Supervision Responsibilities

17. Lifeguards are on duty to enforce these Pool Rules and to respond to emergencies, but each parent/guardian is ultimately responsible for the safety of their children at all times and in all areas.
18. A non-swimmer must be accompanied in the pool by a parent/guardian who remains within arms-length of the child at all times.
 - (a) Children under the age of 12 must be accompanied by a parent or guardian who is 16 years of age or older. The child’s parent/guardian is responsible for the child’s

behavior. If the child is a non-swimmer and is in the large pool, the parent/guardian must be in the immediate vicinity of the child.

19. Each parent/guardian is solely responsible for assessing and knowing their child's swimming ability. A parent/guardian, the Manager or a lifeguard on duty may request a swimming test if a child's swimming ability is in question. A determination by the lifeguard on duty is final.

Health Regulations

20. All persons must shower before entering the pool.
21. No person having infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, excessive sunburn, open sores, bandages or any communicable disease of any kind is permitted to use the pool.
22. Infants and children wearing diapers or who are not toilet trained are permitted in the pool but must wear tight fitting rubber pants or "swim diapers." In the event of fecal contamination, the pool will be closed in accordance with Health Department regulations.
23. Diapers may not be changed in the pool area. All diapers MUST be changed in the restrooms of the clubhouse. There are changing stations in the Men's and Women's restrooms near the fitness room.
24. Only proper swim attire is permissible. Cut-offs are not permitted in the pool and undergarments may not be worn for sunbathing or swimming.

Safety Regulations

25. Non-swimmers are prohibited from using water wings, inner tubes or other flotation devices in the pool. A life vest approved by the U.S. Coast Guard is allowed, provided any child who uses such a life vest is accompanied in the water by a parent/guardian at all times. Qualified swimmers are permitted to use flotation devices, such as rafts, noodles and inner tubes, at the sole discretion of the lifeguard on duty.
26. Running, pushing, wrestling, spouting of water or other roughhousing is prohibited in or about the pool and pool area.
27. Prolonged underwater swimming, breath-holding or games involving such behavior are prohibited.
28. Glass containers (i.e. baby food jars, drink bottles, etc.) are prohibited in the pool area. All beverages or food brought to the pool area must be in paper or plastic containers and must be consumed in designated areas. All trash must be disposed of in a trash container.
29. ABSOLUTELY NO INTOXICANTS, including, but not limited to, alcoholic beverages, may be brought to the pool area. Any person under the influence of intoxicants will not be allowed to enter the pool area.

30. No abusive or profane language or breach of the peace will be tolerated.
31. Pets are prohibited in the pool area.
32. No music may be played aloud with a radio, CD player, iPod, MP3 player or similar device. Headphones or ear buds must be used.
33. Chewing gum is prohibited in the pool area.
34. Smoking, tobacco or marijuana products, and the use of electronic cigarettes is prohibited within the fenced-in area around the pool.
35. No diving is permitted.
36. All personal injuries, however slight, must be reported to the lifeguard on duty prior to leaving the pool area.

Disclaimer of Liability

37. All persons using the pool and pool area do so at their own risk. Neither the Association, its Board of Directors nor the Manager assume responsibility for any accident, injury, damage or loss to any person or property incurred as a result of use of the pool or pool area by any person.
38. All persons using the pool and pool area agree to save and hold harmless the Association, the Board of Directors and the Manager, and their respective employees, agents, officers and directors, from any and all liabilities and causes of action of any nature arising out of such person's use of the pool and pool area, except where such loss, injury or damage to persons or property resulted from and was caused solely by the omission, fault, negligence or other misconduct of the Association, its Board of Directors, the Manager or their respective agents, employees, officers or directors.