\*\*This document is only required to be completed and submitted if an owner wishes to rent out their home and allow their tenants use of the Community Center Facility & Amenities.

## <u>CAMBRIDGE LAKES COMMUNITY ASSOCIATION</u> <u>TRANSFER OF RIGHTS AGREEMENT</u>

 THIS AGREEMENT is being made by and between the Cambridge Lakes Community

 Association (the "Association"),
 (the "Owner(s)"),

 (the "Owner(s)").

WHEREAS, the Owner(s) are the legal owners of the Property commonly known as Pingree Grove, Illinois (the "Property");

WHEREAS, the Tenant(s) are the tenants and residents of the Property pursuant to a Lease between the Owner(s) and Tenant(s);

WHEREAS, the Association has the authority to administer certain real property pursuant to the Community Declaration for Cambridge Lakes, recorded with the Kane County Recorder of Deeds on August 16, 2005 as Document No. 2005K095124 (the "Declaration"), and the Property is subject to the Declaration;

WHEREAS, the Association administers a Community Center which includes a clubhouse and pool facilities, among other amenities;

WHEREAS, Section 2.07 of the Declaration states that an Owner may delegate his right to use and enjoy the Community Area to residents of the Owner's Dwelling Unit and that an Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are residents;

In consideration of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the parties, the parties agree as follows:

- 1. Owner(s) hereby transfers all rights to use, access, and rent the Community Center facilities and amenities to Tenant(s).
- 2. Owner(s) acknowledges that, upon execution of this transfer of rights, he/she/they will no longer be entitled to access to the Community Center or use the amenities therein, including but not limited to rental of clubhouse space.
- 3. Owner(s) acknowledges and understands that, as titleholder to the Unit, he/she/they remain liable for the actions, omissions, conduct, and breaches of Tenant(s) and any and all guests, invitees, and household members of Tenant(s), known or unknown.
- 4. Owner(s) acknowledges the statutory requirement to provide a current, executed lease to the Association and/or management no later than the date of the new tenant(s) occupancy or ten (10) days after the new lease is signed, whichever occurs first.
- 5. In addition, Owner(s) agree to execute a new Transfer of Rights Agreement no later than the date of the new tenant(s) occupancy or ten (10) days after the new lease is signed, whichever occurs first. The Association will not allow any Tenant(s) access

to the Community Center and amenities unless a copy of this Transfer of Rights Agreement, naming the current Tenant(s), is on file with the Association.

- 6. Owner(s) also agrees to notify the Association if Tenant(s)' Community Center access cards are not transferred back to the Owner(s) upon termination of the Lease so that access can be restricted.
- 7. All parties understand that the Community Center access cards remain with the Property and must either be transferred to a new tenant or back to the Owner(s) at the termination of the lease or when the Property is vacated.

IN WITNESS OF THE FOREGOING, the Association, Owner(s), and Tenant(s) have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## CAMBRIDGE LAKES COMMUNITY ASSOCIATION

BY:	, as agent
ITS: Community Monogon	
OWNER(S)	
Printed Name:	
TENANT(S)	
Printed Name:	
Unit Address:	

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