

# **Kokomo Key Agreement Use of Designated Parking Area – 2012**

Pursuant to Article 10, Section 10.03 of the Declaration of Covenants, Restrictions and Easements for Kokomo Key, the Kokomo Key Homeowner's Association has designated certain portions of the Common Properties for the parking of trucks, commercial vehicles, recreational vehicles, mobile homes, trailers, boats and campers.

The Kokomo Key Homeowner's Association, ("Association") enters into this Agreement with Kokomo Key Home Owner/Resident, ("Owner")

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

For the use of a designated parking space for a vehicle otherwise considered a prohibited vehicle.

The following must be completed in detail and returned with the proper documentation to constitute an acceptable application.

Boat/Trailer/Commercial Vehicle Information:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Length (Boats and Trailers): \_\_\_\_\_

**Further the following must be submitted:**

1. A Non-Refundable registration fee of \$250.00 due by February 1<sup>st</sup>.
2. A copy of your drivers license
3. A copy of your current registration for the vehicle. This includes trailer and boat registration. The name on the registration needs to match the homeowner/applicant's name.
4. A copy of the Title for proof of Ownership. The name on the title must match the homeowner/applicant's name.
5. If renting a copy of the dates from your lease.

**The term of this Agreement is from January 1, 2012 to December 31, 2012.**

The Association reserves the right to relocate your vehicle/boat if it in any way impedes or restricts the path of travel and/or other residents from accessing their vehicle/boat. This also includes the right to remove any unauthorized vehicles/trailers/boats. The Association will not be held responsible or liable for any damages that may result.

# Kokomo Key Agreement Use of Designated Parking Area – 2012

**Total amount due upon the execution of this agreement: \$250.00**

1. **TERM:** This agreement is for January 1, 2012 - December 31, 2012
2. **USE AND COMPLIANCE WITH THE LEASE:** No bailment is created by this agreement. The Association is neither engaged in the business of storing goods for hire nor the storage yard business. It is granting a license to use a portion of the common property. The storage of flammable, chemical, odorous, explosive contaminants and pollutants or other inherently dangerous material in any parked vehicle is strictly prohibited.
3. **NON-LIABILITY OF ASSOCIATION:** All vehicles, boats and trailers kept in the designated parking areas shall be an Owner's sole risk. The Association carries no insurance and does not supply security for this area. The Owner is responsible for any insurance desired at their own expense. The Association strongly recommends that the Owner secure their own insurance to protect their own property. The Association is also not liable to the Owner or Owner's invitees, family, employees, agents or servants for any personal injuries or property damage. The Owner hereby agrees to indemnify and hold harmless the Association from and against any and all manner of claims for damages or loss to personal property or personal injury and costs, including attorney's fees, arising from the use of the designated parking area.
4. **DEFAULT/ASSOCIATION REMEDIES AND LIEN:** Fee payments are due promptly before access to the space. In the event of a default under the terms of this Agreement, The Association shall be entitled to all rights and remedies pursuant to the "Florida Self-Storage Facility Act," Sections 83.801 to 83.809. In addition, in the event of a default, the fee shall be deemed an assessment and the Association is entitled to place a claim of lien on the Owner's real property in Kokomo Key, pursuant to Article 7 of the Declaration of Covenants, Restrictions and Easements for Kokomo Key.
5. **ABANDONMENT OF OWNER'S PROPERTY:** Any vehicle, boat or trailer which shall remain on the designated parking area after the expiration or termination of this Agreement shall be deemed to have been abandoned and may either be (1) retained by the Association as its own property or (2) sold or otherwise disposed of as provided for in paragraph 4 above.

6. **RECOVERY OF ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for the Association to pursue collection for non-payment of fees for the use of the designated area, enforce any term contained herein. Or to recover possession of the designated space for any default or breach of this Agreement by the owner, the Owner agrees to and shall pay the Association's reasonable attorney's fees, costs, and expenses in connection therewith, regardless of whether a law suit is filed.
  
7. **EXCLUSIVITY OF USE TO KOKOMO KEY RESIDENTS:** The designated parking area is for the exclusive use of Resident Owners and other Residents of Kokomo Key. NO storage or parking shall be permitted for non-residents. The Applicants/Resident's name must match the name of the Owner on the title and registration.
  
8. **ADDITIONAL TERMS AND CONDITIONS:** If any part of this Agreement is declared invalid, such decision shall not affect the validity of any remaining portion. The Agreement and any action arising between the parties shall be construed under and in accordance with the laws of the State of Florida. This Agreement constitutes the only agreement of the parties hereto and supersedes any prior understandings or agreements between the parties.

***Please do not sign this agreement before you read it and fully understand the covenants, terms and conditions herein.***

**OWNER HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT THEY HAVE READ, UNDERSTOOD AND ACCEPT ALL THE COVENANTS, TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT, AS SHOWN ON ALL PAGES. THIS AGREEMENT MAY BE SUBJECT TO SEPARATE "RULES FOR USE" OF THE DESIGNATED PARKING AREA.**

\_\_\_\_\_

For the Association

\_\_\_\_\_

Date

\_\_\_\_\_

Owner

\_\_\_\_\_

Date

**Please return the application and check made payable to "KOKOMO KEY HOA" to: Freddy Wiseman, 915 Kokomo Key**

-Please keep a copy for your records-