

**21. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the Office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**RESIDENT AND OWNER AGREE AS FOLLOWS:**

- 3.** You agree to properly register all vehicles with management. If you get a new, replacement or temporary vehicle, you must notify us and complete a revised agreement.
- 4.** If you are provided with a parking tag or sticker, it must be properly installed and displayed.
- 5.** Unless your vehicle(s) has been assigned a specific space(s), you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
- 6.** If you are assigned a specific parking space(s), we shall assign you the space(s) and retain the right to change assigned spaces at our sole discretion. You understand and agree that we maintain the absolute right to reassign any assigned parking spaces, if applicable, to any other parking space on the premises, or to revoke such parking space altogether at any time and for any reason whatsoever at our sole election.
- 7.** You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
- 8.** You agree to use parking spaces in accordance with the terms of the Lease and Community Rules.

**9.** Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

**10.** You acknowledge and understand that there are inherent risks to parking your vehicle on any part of the property, including damage, theft or loss to your personal property and vehicle. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept any and all risks of parking any vehicle(s) on the property.

**11.** Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract and shall entitle us to any and all rights and remedies available under the Lease and Florida law for such material violation of the Lease Contract.

**12.** You understand and agree that any judgment of possession entered against you shall be a judgment for possession of

any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, and/or the subject leased dwelling unit, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

**COST FOR PARKING**

Resident agrees to pay a onetime fee of \$40.00 per vehicle on or before the day of       . In alternative, resident agrees to pay \$0 monthly per vehicle due on or before the day of the month, which is hereby deemed and defined as additional rent. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is days delinquent in paying the required parking fee.

Resident agrees to pay \$ NSF fee for all checks returned for non-sufficient funds, which is hereby deemed and defined as additional rent.

### 13. SPECIAL PROVISIONS.

#### RESIDENT PARKING ADDENDUM

All vehicles must pull forward when parking in the parking space. Any vehicles backed into a space may be towed at the owner's expense. Guest must park in the blue reserved parking spaces, located outside the gated area on the southeast corner of the community.

In the event your community has parking for residents, the following policies apply. Guests must park in guest parking only.

- a) **Speed Limit:** Unless otherwise posted, the speed limit is ten (10) miles per hour.
- b) **Posted Signs:** You are responsible for following all posted signs including height restrictions, mounted mirrors, and traffic control devices.
- c) **Unassigned Parking:** In the event parking at your community is unassigned, you can park on a first-come, first-serve basis, except in designated areas. Parking spaces are not guaranteed.
- d) **Assigned Parking:** In the event parking at your community is assigned, you must park only in your assigned space.
- e) **Limitation of Vehicles:** We will advise you if your community has a limitation on the number of vehicles allowed.
- f) **Restricted Vehicles:** Unless specifically allowed in designated areas, including carports and/or garages, the following are not allowed: campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment. Violators will be towed away without notice at the vehicle/equipment owner's expense.
- g) **No Vehicle Repairs:** Automobile repair work is not allowed on the community. Washing vehicles is not allowed unless there is a designated car care facility.
- h) **Vehicle Insurance:** All vehicles will be parked at your own or the vehicle's owner's risk, and you will maintain proper insurance on your vehicles.
- i) **No Loitering or Recreational Activities:** You, your occupants, guests, and invitees may not engage in the following activities in parking areas: loitering (standing or waiting around), recreational activities, or disrupting the flow of traffic.
- j) Improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment are not permitted in the community and may be removed by us at your expense or the expense of any other person owning same, for storage or public or private sale, at our option with no right of recourse against us. The definition of improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment shall be liberally construed in our favor. In addition, but not limited to their generally accepted definitions, "improperly parked", "non-operable", "abandoned", and "unauthorized" shall also mean vehicles or equipment which: (1) Are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the appearance or rental marketability of the community or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to us or other residents; (2) Are not displaying any required hangtag, decal, or other identifier provided by us; (3) Are left unattended for a period of not less than thirty (30) days without anyone having claimed ownership of it.

In the event your community requires parking tags/stickers, the parking tag/sticker must be visibly displayed either on the rear-view mirror or taped next to the vehicle registration. We are not responsible for damage to tint or glass due to the sticker. The vehicle can be towed without notice at the vehicle owner's expense in accordance with state law.

a) You agree to advise your guests and invitees to park in the designated guest parking spaces only.

b) If your sticker/tag is lost, stolen, damaged, or not returned upon move-out, a replacement fee of \$ will be assessed to your account.