

**REVOCABLE LICENSE FOR USE OF RECREATIONAL  
VEHICLE / BOAT PARKING SPACE**

This Revocable License for Use of Recreational Vehicle/Boat Parking Space ("License") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Waterside Pointe Homeowner's Association, Inc. ("Association") and whose address is \_\_\_\_\_ ("User").

WHEREAS, the Association is a homeowners' association who owns and maintains common areas for the community referred to as Waterside Pointe as further described in that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Waterside Pointe recorded in Official Records Book 3722, Page 2077. Public Records of Lake County, Florida (the "Declaration"); and

WHEREAS, the Common Areas maintained by the Association includes a certain open space commonly referred to as an Open Common Area Tract. Whereas, said Open Common Area Tract, identified as Exhibit "A" to this License, has been converted to a parking area for recreational vehicles and boats and boat trailers; and

WHEREAS, the User desires to enter into a revocable license agreement for the use of a parking space at the Open Common Area Tract in order to park/store his or her recreational vehicle, boat, and/or boat trailer; and

WHEREAS, the Association agrees to allow the User the revocable use of a parking space as designated below pursuant to the terms of this License.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which are acknowledged, the parties agree as follows:

1. GRANT OF REVOCABLE LICENSE. The Association hereby grants a revocable license to the User for the use of a parking space at the Open Common Area Tract on a month-to-month basis in order to allow the User to park/store his or her recreational vehicle, boat, and/or boat trailer. The revocable license shall be for the parking space labeled as:

Parking Space # \_\_\_\_\_ (the "Parking Space").

The User understands that the use of the Parking Space is governed by this License and any rules, restrictions and regulations adopted by the Association in addition to all other covenants and restrictions contained in the Association's governing documents. The User further acknowledges that this License, and consequently the User's use of the Parking Space, may be unilaterally and with no cause or reason be revoked by the Association with thirty (30) days' written notice to the User. **This License shall be for a term of twelve (12) months from the date of execution. This License shall be renewed by User and/or Association at least thirty (30) days prior to expiration of the then existing term by providing written notice to Association, unless otherwise terminated/revoked as provided herein.**

User shall be a Member or approved tenant/resident of Waterside Pointe Homeowners Association and shall present proof thereof upon request by Association. User shall surrender the property within thirty (30) days should User cease to reside within Waterside Pointe or following the termination, revocation or non-renewal of this License.

CONSIDERATION. In consideration for this License, the User shall pay the Association a sum of \$\_\_\_\_\_ **per month ("Use Fee")** due and payable on 1st of every month. User may prepay for additional months. The Association may raise the Use Fee at any time as determined by the Board of Directors of the Association with thirty (30) days' notice to the User. The Parking Space does not include a separate access control device. (See attached drawing for location of the Parking Space). If the Association unilaterally revokes or terminates this License, the User shall be responsible for all Use Fees due on a per diem basis until day of last use.

Any Use Fee paid in advance for the calendar year shall be refunded for the unused months resulting from termination of this License.

2. ABANDONMENT OF PARKING SPACE. If, at any time, the User wishes to cancel this License, the User must provide written notice to the Association thirty (30) days in advance of abandoning the Parking Space and will be responsible for all Use Fees due on a per diem basis until day of abandonment. Should User fail to use a Parking Space for a period of one hundred and eighty (180) consecutive days, the Association may deem the Parking Space abandoned and may terminate this License as stated in Paragraph 6 below.

3. RESTRICTION ON TRANSFER. During the term of this License, the Parking Space may only be used by the User. Use of the Parking Space may not be assigned, leased or transferred in any way to another individual or entity without the prior written consent of the Association.

4. RESTRICTIONS ON PARKING SPACE USE. The Parking Space shall be used exclusively as a parking space for a recreational vehicle, boat, and/or boat trailer in accordance with the rules, regulations and restrictions set forth by the Association's governing documents and no other use of the Parking Space shall be permitted. Any unauthorized vehicles, vehicles in disrepair or with deflated tires, vehicles without license plates and/or tags, vehicles with expired license plates and/or tags, and/or inoperable or damaged vehicles are subject to being towed at owner's expense. The User shall maintain the Parking Space and Open Common Area Tract free of gas containers, debris, trash and refuse.

5. TERMINATION OF AGREEMENT BY ASSOCIATION. This License may unilaterally and with no cause or reason be revoked or terminated by the Association with thirty (30) day written notice to the User. If at any time the User fails to pay the Use Fee or fails to abide by any existing or future rules, restrictions, and regulations imposed by the Association, the Association shall have the right, but not the obligation, in addition to any and all other rights permitted per Florida Law, to immediately terminate this License upon delivery of written notice. In the event that the Association conveys written notice of immediate termination for nonpayment of the Use Fee or for noncompliance with an existing or future rule, restriction, and regulation, the User agrees to immediately remove his or her recreational vehicle, boat, and/or boat trailer from the Parking Space.

6. NOTICE. Notices to the parties as provided herein shall be by hand delivery, certified mail, or overnight delivery to the following addresses:

**As to Association:**

Waterside Pointe Homeowners Association, Inc.  
c/o Sentry Management  
110 Honeymoon Island Way  
Groveland, Florida 34736

**As to User:**

\_\_\_\_\_  
\_\_\_\_\_

7. **INSURANCE / INDEMNITY. THE USER SHALL MAINTAIN ALL INSURANCE ON HIS OR HER PERSONAL PROPERTY AND HIS OR HER RECREATIONAL VEHICLES, BOATS, AND BOAT TRAILERS CONTAINED IN THE PARKING SPACE TO INSURE AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING FROM OR IN CONNECTION THEREWITH. IN CONSIDERATION OF THIS AGREEMENT, THE USER AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION AND ITS BOARD OF DIRECTORS HARMLESS FROM ANY AND ALL CLAIMS, LOSS AND DAMAGE INCURRED BY THE ASSOCIATION ARISING FROM OR IN CONNECTION WITH ANY**

**AND ALL THEFT OF OR DAMAGE TO ANY PROPERTY OF THE USER STORED IN HIS OR HER PARKING SPACE. THE USER UNDERSTANDS AND AGREES THAT THE ASSOCIATION HAS MADE NO REPRESENTATIONS THAT THE PARKING SPACE IS SAFE AND SECURE. USER SHALL PROVIDE ASSOCIATION PROOF OF INSURANCE UPON WRITTEN REQUEST.**

8. **ATTORNEYS' FEES.** In the event that any party brings an action to enforce its rights under this License, the prevailing party in such action shall be entitled to be reimbursed for its reasonable costs and attorneys' fees, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collection.

9. **GOVERNING LAW.** This License shall be governed by the laws of the State of Florida.

10. **AMENDMENTS.** There shall be no amendments to this License unless signed in writing by the Association and the User.

**IN WITNESS WHEREOF, the undersigned set their hands as of the date first above written.**

**ASSOCIATION:**

**Waterside Pointe Homeowner's Association, Inc.**

**By Signature: \_\_\_\_\_**  
**Print Name and Title**

**USER:**

**By Signature: \_\_\_\_\_**  
**Print Name and Address**

\_\_\_\_\_

\_\_\_\_\_