

**COMMUNITY PIER and TENNIS COURT GATE KEY REGISTRATION AGREEMENT
AND USAGE LICENSE**

Cobb's Landing Community Association, Inc. on Lake Tarpon
Pinellas County, Florida Boat Ramp Facility and Park

COMMUNITY PIER and TENNIS COURT KEY

This Cobb's Landing Community Pier and Tennis Court Gate Key Agreement and Usage License is made as of _____ (date) between **The Cobb's Landing Community Association, Inc.** (hereinafter being referred to as the "Association"), a Florida not-for-profit corporation, with a mailing address of c/o **Management Associates 720 Brooker Creek Blvd #206, Oldsmar FL 34677** and (Resident names): _____

with an address of: _____

(hereinafter being referred to as "Resident Member").

WHEREAS, The Association is the owner of the North Marina Community Pier at Cobb's Landing Marina on Lake Tarpon, Pinellas County, Florida; (hereinafter being referred to as the "Community Pier") and the Tennis Court located in the common area park along Shoreline Drive next to the Gazebo (hereinafter being referred to as the "Tennis Court"), and the Resident Member is the lot owner and resident of Cobb's Landing and desires a Key to the Community Pier and Tennis Court from the Association (hereinafter being referred to as "**Community Key**"), and the Association is willing to assign a Community Key that opens both facility doors with usage rights pursuant to all terms and conditions set forth herein:

NOW THEREFORE, the parties heretofore with good and valuable Consideration agree as follows:

1. Right of Use. This agreement and usage license is for Community Pier and Tennis Court usage only and creates no bailment whatsoever. This Community Pier is located on the common areas of Cobb's Landing Community Association, Inc. (in certain provisions below the referred to herein as "the Association"), at the Marina Facility on Lake Tarpon. The Tennis Court is located in the common area park of The Association. Resident Member shall be assigned a serialized Community Key and have the use of the Facility's Community Pier and Tennis Court, with other residents, as provided in the recorded restrictions for Cobb's Landing. Resident Member shall be fully responsible for adherence to all rules and regulations by their family, guests, and invitees, and tenants if allowed, as if their acts were Resident Member's own. The Facility is to be used for non-commercial recreational purposes only.

2. Grant and Term of Usage. Association hereby grants to Resident Member the right and privilege to use Community Pier and Tennis Court, along with other Community residents as may be present, commencing on _____ and continuing until terminated pursuant to the terms and conditions set forth herein.

3. Consideration. The amount of a refundable deposit payable for assignment of a Community Gate Key shall be established by the Board of Directors of Cobb's Landing Community Association, Inc. Currently for and in satisfaction of said Community Key, **Resident Member shall pay to the Association a refundable deposit fee of \$50.00.** Payment due (hereinafter being referred to as "Consideration") shall be made in advance of commencement of the Term in the amount stated above. Remittance check should be made payable to Cobb's Landing Community Association. Mail check and signed agreement to Cobb's Landing Community Association, c/o Management and Associates, 720 Brooker Creek Blvd #206, Oldsmar, FL 33677.

4. Rules and Regulations. The Association reserves the right to issue rules and regulations and amendments thereto as, from time to time, which the Association shall deem proper in its sole discretion. Resident Member, their family and invited guests shall strictly abide by all of same, failing which Association shall have the right to suspend use of the Community Key for 60 days for one or both facilities, or potentially cancel all rights of use for one or both facilities.

Resident Member shall at all times use the Facilities in accordance with the Usage Rules and Regulations as set forth herein, additional Tennis Court Rules and Regulations established by the Association Board of Directors separately, and those that may be amended from time to time:

- A. No keys issued to the Resident Member shall be misused, lent to neighbors or non-residents, or used by non-family members without Resident Member present. Should evidence of prohibited use become known, the Association has the option to suspend usage rights for 60 days, or terminate this agreement with Resident Member with no return of the original key deposit. To the extent permitted by law, any breach or failure on the part of Resident Member to fulfill any part of this Agreement's Rules and Regulations and/or additional published usage rules shall give Association the privilege of suspending or canceling this Agreement via written notice to Resident Member. Suspension of key privileges for any single offense shall not exceed sixty (60) days without a committee hearing, and may result in other remedies available to the extent applicable to Resident Member's obligations under this contract, and pursuant to any other remedy available under state/federal law.
- B. The Marina Community Pier and Tennis Court gate doors shall be closed immediately after use.
- C. Children 12 years of age and younger must be supervised by a capable person to watch for their safety and welfare while on the main docks, catwalks, boardwalks, launching dock, finger piers, boat slips, and anywhere in the Marina Pier and Ramp area.
- D. Only Resident Members (and guests present with them) with authorized Community Keys are allowed to enter the Marina piers or Tennis Court.
- E. No animals (except for service dogs) are permitted in Tennis Court, on the Marina, docks, catwalks, boardwalks, launching dock, finger piers, boat slips, or Ramp area. Notwithstanding the foregoing, a resident with a boat slip may transport a dog to and from their boat in a carrier or on a short, hand-held leash solely for the purpose of allowing the dog to accompany the resident on their boat.
- F. NO SWIMMING, DIVING, OR FISHING SHALL BE PERMITTED ALONG THE SHORELINE, MAIN DOCKS, CATWALKS, BOARDWALKS, LAUNCHING DOCK, FINGER PIERS, BOAT SLIP AREA OR VESSELS WHILE IN MARINA AREA, RAMP AREA OR WITHIN THE COMMUNITY PARK AREA ADJACENT TO THE MARINA SPACE OR RAMP SPACE.
- G. Fishing is SOLELY permitted within the confines of the 85-foot-long x 15-foot-wide large observation deck built on the new Community Pier designed for such purposes of fishing, viewing and enjoying the lake. Fishing is prohibited along the Cobb's Landing park shoreline of Lake Tarpon, anywhere on the South pier and entrance ramp, on any catwalks, boardwalks, launching dock, finger piers, and boat slips, and is also prohibited in the Community Park wet ponds.
- H. No cleaning of fish is permitted in the Marina, including on all marina walkways and platforms, the Cobb's Landing Common Park areas, and Ramp areas.
- I. All bicycles, battery or gas-powered bicycles, three or four wheeled vehicles, motorcycles, skates and heel wheels, rollerblades, scooters, golf carts, hover boards, and skateboards, shall be prohibited on the Community Pier and inside the Tennis Court. Wheelchairs, walkers, strollers, and non-motorized wagons are permitted.
- J. Charcoal fires or open flames of any type will not be permitted on the main docks, catwalks, boardwalks, launching dock, finger piers, boat slips, on the vessels, Tennis Court, or the parking lot.
- K. Violation of rules and regulations, intoxication/drunkenness, disorderly conduct, depredations, or indecorous conduct by Resident Members using and enjoying the Community Pier or Tennis Court, including their family or their invited guests, that might cause harm to other persons or property,

shall be deemed cause for breach of contract and will result in an immediate 60-day suspension of their rights to use the pier.

- L. Resident Members and their guest(s) agree to conduct themselves in a manner that will not interfere with other residents using the facilities, or with authorized vessels, or in the normal operation of the Marina. Noise shall be kept to a minimum at all times. Respect must be given to others as to language, actions, and noise.
- M. Vessels and personal water pleasure-craft are prohibited from being moored, launched or parked at the Marina including all piers and ramps, except those authorized by signed agreement with Cobb's Landing for use of the Ramp and/ or the Boat slips.
- N. Resident Members and their invited guests shall not leave or store supplies, materials, equipment, accessories, or debris on any walkway or pier.
- O. No person shall willingly or mistakenly dispose of trash of any kind (both solid or liquid), into Lake Tarpon, including but not limited to glass, plastic or paper goods, all food and drinks, fishing hooks or fishing lines, clothing, flammable liquid, or oil. All trash must be promptly and properly removed from the Marina piers, docks, and decks, as well as the Tennis Court after use.
- P. Laundry (clothing, towels, etc.) shall not be hung on vessels, nor any docks or railings, walkways, or finger piers at Ramp or Marina area.
- Q. Water hoses shall be used for purposes of cleaning of the pier only, and shall turned off and coiled on racks or storage benches provided when finished.
- R. In the event of a storm, tropical storm warning or hurricane warning, it is the responsibility of the residents and their guests to heed warnings and vacate the area immediately for their own safety.
- S. The Association shall not be liable for any loss or damage of whatever kind or nature to the contents, supplies, products or equipment temporarily brought by residents or their guests while using the pier, or stored in their personal boats, whether due to the sole negligence of the Association or otherwise.

Association shall:

- a) Repair and maintain the facility, including dock area and gate lock hardware.
- b) Engage contractors and materials for repair, additions to, or alterations of the Facility, even under circumstances when the repairs are caused by and payable by the Licensee.
- c) Make all Rules and Regulations for the Community Pier and Tennis Court Facilities.
- d). Make every reasonable attempt to assure the Community key is operational for both facilities, however should a mechanical, electrical or other malfunction occur that results in one of the facilities not opening with the single key provided, the Association has the right to investigate if a second key will be needed to resolve the issue. There is no obligation of the Association to provide compensation or any partial deposit refunds if a second key (with its own required deposit) is deemed necessary. The Association will provide best options for the Community under those circumstances, including the option for any resident to return their Community Key for a full deposit refund at any time.

5. Risk of Loss. Resident Member shall be responsible for any and all loss or damage to their property, by fire, casualty, ordinary wear and tear, or from any other cause or circumstance that may occur. The Association has made no warranty, expressed or implied, as to the condition of the parking lots, walks, ramps, common docks, gear or Tennis Court and shall not be responsible for injuries to person or property occurring thereon.

6. Indemnification. Resident Member shall indemnify, defend and hold harmless the Association against and from any costs, expenses, including judgments and attorney fees, liabilities, fines, suits, damages, all claims, demands, loss, damage liability lawsuits, causes of actions of any kind or nature or by anyone whomsoever, due to or arising out of (a) any default in observing, violation, or non-performance of any term, covenant, or condition of the Agreement on the part of the Resident Member to

be observed and performed, (b) any damage to person or property occasioned by Resident Member's use hereunder or to any use which Resident Member may permit or (c) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Marina Space, Marina Facility, Ramp Facility, or Tennis Court Facility.

It is expressly agreed and understood by and between the parties to this agreement that the Association shall not be liable for any damage or injury from any cause which may be sustained by the Resident Member or other persons to include carelessness, negligence, or improper conduct of the Association.

7. No Assignment. Resident Member shall not assign their rights under this Agreement. Usage of the Community Key shall not be subject to sublet, resale, gift, or other conveyance. Failure to comply shall subject Resident Member to fine of up to \$1,000.00 in the aggregate or the sum of all costs associated with purchasing replacement keys and re-keying Gate lock; whichever is greater.

8. Attorney's Fees and Costs of Suit. In the event the Association retains the services of an attorney in any action arising out of this License Agreement, the Resident Member agrees to pay all attorneys' fees and costs of suit.

9. Completeness. This contract embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to subject matter hereof. This Agreement may be amended or modified by written and signed agreement between the parties, however the Association in its sole discretion may amend Rules and Regulations, from time to time, and said Rules and Regulations shall become binding on Resident Member upon notice sent by regular postal mail.

10. Termination. Immediate Termination occurs due to any of the following:

- A. Resident Member may decide to terminate for any reason at any time and return Community Key.
- B. Resident Member's relocation of residence from Cobb's Landing Community.
- C. Governmental actions or other conditions rendering Tennis Court, Ramp and/or Marina Facility unusable.

D. Any breach or failure on the part of Resident Member to fulfill any part of this Agreement's Rules and Regulations shall give Association the privilege of canceling this Agreement via written notice to Resident Member. If Association terminates this Agreement, Resident Member is required to immediately return the Community Key. If Resident Member fails to return its Community Key within five (5) days after the termination of this License Agreement, Association shall have the option of assessing a fine in the amount of \$1000.00 in the aggregate, or the sum of all costs associated in purchasing replacement keys and re-keying Gate lock; whichever is greater; and to the extent applicable to Resident Member's obligations under this license agreement, pursuant to any other remedy available under state/federal law.

Termination initiated by the Resident Member occurs when written notice is received by the current Board or property manager. The deposit money pre-paid for Community Key will be refunded when the physical key is returned and received by the property management company or current Cobb's Landing Board member.

Further, this Agreement is conditioned upon the Association's acquisition, maintenance and renewal of a Submerged Lands Lease with the State of Florida, and subject to all provisions thereof applicable hereto.

The Community Pier and Tennis Court Key Agreement is not confirmed until the Association or its Managing Agent receives completed signed contract, along with full payment of Community Key deposit.

IN WITNESS WHEREOF, the parties have executed this Community Pier and Tennis Court Key Agreement and Usage License on the date and year as first written above.

The Cobb's Landing Community Association, Inc.

By: _____
Signature, Authorized Agent or Association Board President Print Name

Resident Member:

By: _____

Signature _____ Print Name _____

By: _____
Signature

Print Name

Date: _____

Resident member affirms they are current Lot owner-resident(s) of: The Estates, The Pinnacle, or The Sanctuary I or II neighborhoods within Cobb's Landing, and a member in good standing of the Cobb's Landing Community Association.