

KISSING CAMELS TOWNHOMES
HANDICAPPED RESERVED PARKING REQUEST FORM

The application applies to a person with a mobility disability using a valid disability placard, license plate or hangtag issued to them that they may park in a space marked as reserved for their townhome unit. Unit number _____

Kissing Camels Townhome Home Owners Association ("Association") agrees to permit car OWNER to use and occupy an assigned parking space to be designated by the Association for the motor vehicle owned by the townhome owner for a term commencing with Form DR 2219 Parking Privileges Application for the State of Colorado. Please mark the level of impairment from form DR 2219.

- Permanent – A condition that is not expected to change within a person’s lifetime.
- Extended – A condition that is not expected to change within 30 months.
- Temporary – A condition that is expected to last less than 30 months.
- Short Term – A condition that is not expected to last more than 90 days,
- Remuneration-exempt – A condition that limits an individual’s fine motor control in both hands, ability to reach a height of forty-eight inches from the ground, ability to reach or access a parking meter due to the use of a wheelchair of other ambulatory device.

Parking Fees – The car owner shall pay the Association for the creation, maintenance, and restoration of the reserved parking. These parking fees include installation of any signage and parking markings. The parking fee includes restoring the parking area back to its original condition upon completion of usage. The fees will be added to the owner’s HOA monthly association dues statement and fees are due according to the statement due date.

Identification of Vehicle – Association hereby reserves the right at all times to reassign the Parking Spaces upon seven (7) days prior written notice to Owner. The cost of reassignment of a parking space will be paid by the Association. Association has the right to direct Owner to ensure disability placard, license plate or hangtag is visible on vehicle.

Use of Parking Space – Except as hereinafter provided, the Parking Space shall not be used by anyone other than Car Owner. Car Owner agrees to allow Association access to Parking Space for the purpose of making any repairs. Signage will be provided by the Association that will direct Owner how to remove / tow a vehicle not authorized to utilize the reserved parking space.

Compliance with Rules and Regulations – Owner shall observe and comply with such rules and regulations as may be promulgated by the Association from time to time for the use of the Parking Space. The failure of to comply with such rules and regulations constitutes a breach of this Agreement by the Owner.

Exculpation – It is understood and agreed by the parties hereto that the Owner hereby releases and forever discharges Association and its managing agent, except, by the sole-determination of the Managing Agent, there is direct evidence that one of the Associations volunteers/employees caused

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the damage, from any and all claims, damages, liabilities or actions of any kind and nature with respect to the use of the parking space including without limitation any personal injury to Owner or loss or damage to the motor vehicle , or loss of articles or accessories left therein, which may be due to or occasioned by any cause whatsoever, including without limitation, fire, theft, or accident. Owner further agrees to indemnify and hold Association, its directors, officers, agents, employees, successors, and assigns harmless from any and all claims, demands, damages, liabilities, or actions invitees, servants, guests, or family members of the Owner with respect to the user of the Parking Space.

Fire or Casualty – In the event the parking space is rendered untenable by fire or other casualty, Association may terminate this agreement as of the date of said fire or casualty by giving notice to Owner within (30) thirty days after said date and all obligations of the parties hereunder shall be adjusted as of the date of said fire or casualty.

Termination of Agreement – Owner may terminate this agreement by giving Association no less than thirty (30) days prior within notice delivered in person or by certified mail to the Association. If Owner fails to pay the parking fee or their Townhome assessments by the tenth (10th) day of the month, Association may terminate this agreement on the thirtieth (30th) day of said month. If the Owner shall breach any other covenant of this Agreement, the Association may terminate this Agreement upon ten (10) days prior notice to Owner. Within five (5) days after the termination of the Agreement, Owner agrees to surrender possession of the Parking Space and upon failure to vacate within the prescribed time, hereby grants to Association free license with or without process of law, to remove the subject motor vehicle. Association may use such force in removing the motor vehicle as may be reasonably necessary (including towing the vehicle from the building premises). Said entry by the Association shall not constitute a trespass or forcible entry or detainer nor shall it cause a forfeiture of Parking Fees by virtue hereof, Owner hereby expressly waives any notice of any election by Association hereunder, demand for Parking Fees, notice to quit, demand for possession, and any and all notices and demands whatsoever.

Payment of Costs – Owner shall pay and discharge all reasonable costs, attorney’s fees and expenses that shall be incurred by Association to enforce the covenants and provisions of this Agreement including the cost of removing the motor vehicle from the building premises. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party’s attorney fees.

Notices – Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party.

In this Agreement, any reference to a party includes that party’s heirs, executors, administrators, and successors.

Printed Owner Name _____

Signature of Owner _____ Date _____