



2. **No Assignment.** The License granted hereunder is personal in nature, and as such it may not be assigned, conveyed or transferred by Licensee without the prior written consent of HOA, which consent may be withheld by HOA in its sole and absolute discretion. Notwithstanding the foregoing, however, upon the sale or conveyance of the Lot by Licensee to a third party (a "**Permitted Assignee**"), Licensee's rights and benefits under this Agreement shall automatically transfer to each such Permitted Assignee, at which time HOA shall have no further obligation to Licensee under this Agreement or regarding the Slip.

3. **No Recordation.** Licensee hereby agrees that it shall not file a copy of this Agreement in the Probate Office of Jackson County, Alabama without the prior written consent of HOA.

4. **Indemnity.** Licensee hereby agrees to indemnify and hold harmless HOA, its agents, servants or employees, from all claims which may be brought against HOA, its agents, servants or employees, arising out of or resulting from any use by Licensee, or others authorized to use Slip by licensee, of the Slip, and to pay or cause to be paid all costs and expenses incurred by HOA in defending any action which may be brought against HOA, its agents, servants or employees, by reason of the matters contained herein.

5. **Private License.** The License granted in this Agreement is for the benefit of the parties hereto, and shall not be construed as creating any rights in the public. This License shall be binding upon the heirs, successors and assigns of the parties hereto in accordance with the terms of this Agreement.

6. **Access.** Licensee shall provide HOA with reasonable access to the Slip for the purpose of repairing and/or maintaining the Marinas.

7. **Subordination.** This Agreement and all of Licensee's rights hereunder are and shall be subject and subordinate to any and all mortgages now existing or hereafter made of the Marinas. This **Section 7** shall be self-operative and no further instrument or subordination shall be required.

8. **No Alterations by Licensee.** Licensee shall not make or cause to be made any improvements, alterations, additions, changes, replacements or installations to the Slip without HOA written approval. HOA may require that additional flotation or other modifications be permanently added at Licensee's expense if boat lifts are allowed to be added to the Slip.

9. **Compliance with Laws.** Licensee will comply, at all times and in all respects, with all applicable federal, state and local laws, statutes, regulations and rules, and Licensee will not by any act, or omission render HOA liable for any violation thereof.

10. **No Dwelling at Marina Facility.** Neither licensee, nor anyone else, shall maintain and use an overnight dwelling place on a boat located within a slip in either of the marinas without consent of the HOA Board of Directors, which consent may be withheld with or without reason.

11. **Survival.** Any and all agreements set forth in this Agreement, which by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement.

12. **Limitation of Non-Member Use.** Any person who is not a member in good standing of The Promenade and The Oaks Homeowners Association shall not be allowed or permitted by licensee to use the marina slip which is the subject of this license agreement for a period of more than 7 (seven) days consecutively nor more than 14 days within any period of 28 (twenty-eight) days. Licensee may loan the use of their slip to fellow HOA member(s) at any time, provided that member is in good standing and that member shall also be subject to all terms and conditions of this agreement. **NOTE:** Licensee shall notify HOA any time slip is loaned for more than 1 day, by email to [promenadoaks@yahoo.com](mailto:promenadoaks@yahoo.com) or at the HOA's then used general email address indicated on the HOA website. Slips may not be *leased or rented* to anyone, regardless of membership status.

13. **Stickers or Decals.** Licensee shall be required to display an HOA-provided sticker or decal to identify their vessel and/or boat trailer as a licensee owned/permitted piece of equipment in order to prevent use of Marinas by non-member trespassers. Sticker or decal shall be placed on the exterior of any docked vessel so that it is visible when a vessel is docked. Boat trailers may not be stored in the marina parking lots or in any common area owned by HOA, other than during single day boat outings. Trailers and Vessels without decals are subject to towing and impoundment at owner's expense, unless HOA has been notified in advance that the slip is loaned to another member or a non-member.

14. **No Overlap of Slips.** Licensee shall not allow vessel in Slip to overlap or block a neighboring slip, even when no physical divider is in place. Dual slip spaces are divided equally in width between the two slips assigned to that space. Licensee shall provide at least a 6 (six) inch buffer of space between his/her vessel and the border of the neighboring slip, to ensure a minimum of 12 (twelve) total inches between vessels and to assist with ingress and egress issues associated with any vessel in the neighboring slip.

15. **Miscellaneous.** If any term, covenant or restriction established by this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law. This Agreement represents the entire agreement between the parties hereto relating to the Slip and there are no collateral or oral agreements or understandings. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties to this Agreement.

**Signature page follows.**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the undersigned have set their hand and seal below.

**LOT OWNER**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Lot Number*

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**THE PROMENADE AND THE OAKS HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
*Signature*

Its: \_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Printed Name*

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_