

KAYAK STORAGE RULES FOR CAPRI ISLE GARDEN APARTMENTS #2
As of July 10, 2019



1. Only one kayak/canoe/paddle board(s) storage rack slot per unit that requests a slot.
2. Only one kayak and one paddle board (if it fits), or one canoe, or one but no more than two paddle boards may occupy one storage rack slot.
3. No storage rack slot will be modified. Unauthorized modifications will be removed accordingly at the owner's/renter's expense and their storage slot will be forfeited.
4. Kayak/canoe/paddle board(s) must be properly secured within the storage rack as to not cause injury to anyone within proximity of the storage rack.
5. Owner(s)/renter(s)/guest(s) should not leave paddles, oars, life vests, cushions or any other personal items unattended on condominium property. However, during setup and take-down associated with the kayak/paddle board, other equipment may be placed on the condominium property during that process. When the kayak/paddle board is being used, other equipment should not be left on the condominium property while the kayak/paddle board is on the water. Once the kayak/paddle board has been returned to the rack after use, other equipment must be removed from the condominium property.
6. Persons using the kayak storage rack do so at their own risk.
7. No kayak/canoe/paddle board(s) are allowed on the ground for an extended period of time. If it is not being used it must be in the rack, or stored at an alternate location, or in your unit.
8. Kayak/canoe/paddle board(s) must have owner's name and phone number displayed in a clearly visible location when stored on the racks.
9. The unit owner assumes total responsibility for safely storing and launching of their kayak/canoe/paddle board(s) at all times and under all circumstances.

10. Owner(s) requesting a kayak/canoe/paddle board(s) storage rack slot will need to fill out a request form (see Attachment A), and provide it to a Member of the Board. Their name will then be placed on a master waiting list, that will be maintained by a designated Board Member. A sixty dollar (\$60.00) annual fee (January 1st - December 31st), will be charged to rent one storage rack slot once approved, or prorated if approval occurs within the current year.
11. At the time a storage rack slot becomes available, the owner next on the waiting list will be notified by the designated Board Member by mail, email, or phone. The owner has ten (10) days to accept/reject the opportunity to get a storage rack slot. If the owner next on the waiting list has moved out, or rejects the storage slot, their name will be removed from the waiting list and the available slot will go to the next owner on the list. When a slot become available, the designated Board Member maintaining the waiting list will mail, email, or phone the next applicant on the list.
12. If a owner is unable to utilize a rack slot at the time it becomes available, but still would like to be kept on the waiting list for future openings, his/her name will be moved to the bottom of the list, and everyone on that list moves up one position.
13. Your storage rack slot is not to be use to store someone else's kayak/canoe/paddle board(s). The storage rack slot can not be deeded, willed, sublet, or any other type of agreement (verbal or written), allowing someone else to use your storage slot. If this is found to be the case, the owner of that slot forfeits his/her rights to that storage rack slot, and the kayak/canoe/paddle board(s) will be removed accordingly at the owner's expense.
14. A waiver agreement form (see Attachment B), must be signed by each kayak/canoe/paddle board(s) owner that has a slot.
15. If a owner who is storing a kayak/canoe/paddle board(s) in the storage rack, moves out of his/her unit, the owner's kayak/canoe/paddle board(s) must be removed from the storage rack on or before the move out date.

ATTACHMENT A - Kayak Rack Storage Request Form for Capri Garden Apartments #2

This form will be used for the request of the kayak storage slot. Upon receipt of your completed application you will be advised by mail/email/phone when a slot becomes available. A designated Board member will be keeping the master waiting list and will notify the requestor when a slot is available.

Owner Information:

Date: _____
Name: _____ Unit Number: _____
Email Address: _____
Phone Number: _____

Once approved, make your check payable to: Capri Isle Garden Apartment #2 (no credit card or bank transfer).

Annotate on your check: Annual Kayak Storage Fee

Note: If your approval occurs within the current year, you will be charged a prorated amount for the rest of the year. Renewals will be due to Ameritech on January 10th each year.

Description of kayak/canoe/paddle board(s)
Please provide a brief description of the item(s) that you will be storing in the Kayak Rack.

Type: _____ Length: _____
Manufacturer's Name: _____
Color: _____

Type: _____ Length: _____
Manufacturer's Name: _____
Color: _____

Agreement:

I hereby acknowledge and agree, that I have seen, read and agree to abide by the Kayak Rack Storage Rules. I agree to use only my assigned rack slot for storage of my kayak/canoe/paddle board(s) and I understand that paddles, oars, life jackets, etc. may not be stored on the kayak rack. I understand that at the time I am approved for a storage slot, I will pay a sixty dollar (\$60.00) annual or a prorated fee for my slot. I also understand that this registration must be renewed annually and that if I fail to remit payment as required, I forfeit my rights to use the kayak rack slot, my kayak rack slot will then be reassigned to another person, and my kayak/canoe/paddle board(s) will be removed by the Board.

Owner's Signature: _____
Date/Time: _____

ATTACHMENT B - Kayak Rack Storage Waiver Form for Capri Garden Apartments #2

This waiver form is used to identify that the owner(s) using the kayak storage rack are held liable for all damages their kayak/canoe/paddle board(s) may cause, and the association assumes no responsibility or liability.

I hereby acknowledge and agree, that the association assumes no responsibility or liability for damage, theft, or vandalism of the undersign's kayak/canoe/paddle board(s), or other items left on the property, or for personal accident or injury of any kind resulting from or related to the use of the kayak rack.

The owner(s) assumes all liability for damages to the building, kayak storage rack, common property, dock, seawall, pilings, surrounding buildings, and other kayaks/canoe/paddle board(s) in the storage rack, caused by their kayak/canoe/paddle board(s) due to negligence, storms, and "Acts of God."

Owners Signature: _____

Date/Time: _____