



# **BROADWAY VILLAGE**

## ***Homeowners Association***

- **For purposes of this policy, resident means owner or tenant.**
- **For purposes of this policy, vehicle means boats, jet skis, trailers, mobile homes, motor homes, cars, trucks, recreational vehicles, mini-vans, sport utility and/or any other passenger vehicle that Board of Directors approves for the storage area.**
- **For purposes of this policy, association means Broadway Village Homeowners Association.**

You must be a resident of Broadway Village. Storage is only intended for the use of currently registered vehicles. The storage area is not for vehicles that are not operable and currently registered. Annual fee of \$120.00 is payable in January of each year. This is an annual fee and not refundable. There is a \$25.00 deposit for a key, only refundable if you meet the conditions of the vehicle and Storage Agreement and the Association Vehicle Storage Policy.

If at any time the resident moves from Broadway Village, resident will also remove the vehicle from storage and surrender the key. The key deposit will be returned, however, the storage fee will not be prorated due to it being an annual fee.

If resident defaults by not paying the annual fee, the Association has the option to file a lien on resident's vehicle in accordance with the Texas Property Code, Chapter 59.

If resident abandons his/her vehicle, the Association's option would be to exercise the lien seizure and sale procedures of Chapter 59, Texas Property Code.

### **Indemnity and Subrogation**

Resident will indemnify and hold Association harmless for all claims, suits, and attorneys fees for injuries, losses, fines, or damages to person or property directly or indirectly arising from the use of the space or facility by resident or resident employees, agent's family, or guests, or other actions of such persons. Resident waives insurance subrogation and releases Association from all liability for all claims covered by resident's insurance. Resident's insurance carrier for property stored in resident's space or in the facility will not be subjugated to any claim of resident against Association's officers, employees, or agents.

### **Changes in Vehicle Storage Policy or Conditions Agreement**

The Board of Directors of Broadway Village Homeowners Association may change the vehicle storage policy or conditions at any time as long as they feel it is in the best interest of the Association. All changes must be mailed by certified mail to all residents who occupy the storage area. This would be to notify the resident of any changes. These changes would not go into effect until 30 days after the resident is notified by mail.

### **Effective Date**

This policy is effective March 1, 1999, and remains in effect until rescinded.

(Rev. 9/03)