



## **RV STORAGE RULES AND REGULATIONS**

The RV Storage Area at Majestia and Road 92 is established to provide storage parking privileges for use by Homeowners for their own RVs or other vehicles. Maintenance and improvements to this facility shall be paid from user fees independent of the Homeowners Association funds.

The following vehicles may use the RV Storage Area:

- Motorhomes, travel trailers, 5<sup>th</sup> wheel trailers, camper vans, buses, pickup campers (dismounted), campers mounted on pickups and tent trailers
- Boats, jet-skis, snow-machines, four-wheelers, and dirt bikes on trailers
- Cargo trailers, utility trailers
- Cars, pickups, vans, motorcycles, etc. (only if vacant space is available. User must agree to vacate within 7 days on request.)

The following may not use the RV Storage Area:

- Trucks
- Construction/farm/off-road equipment
- Non-vehicles (i.e. storage containers, building materials, etc.)
- Unlicensed personal vehicles not on trailers (i.e. dirt bikes, 4 wheelers, snow machines, etc.)

Assignment of storage space from the waiting list shall be in the following order of priority:

1. Resident Homeowners:
  - a. Are allotted one space on a space-available basis.
  - b. May “bump” a renter for the allotted space.
  - c. May have extra space(s) (more than one) on a space-available basis, but may not “bump” to get the space(s).
  - d. An extra space may be subject to a “bump” by another Resident Homeowner only if there are no renters to “bump.”
2. Non-Resident Homeowners:
  - a. Are allotted one space on a space-available basis.
  - b. May “bump” a renter for the allotted space
  - c. May not “bump” a Resident Homeowner for the allotted space
3. Renters:
  - a. Will be “bumped” on a last-in-first-out basis if there are no spaces available and a Resident Homeowner or Non- Resident Homeowner wants a space.
  - b. “Bumped” renter will vacate space in seven days on request.
  - c. Renter must make arrangements with Homeowner to pay user fee to Association.

Users shall be assigned a space upon completion and signing of an RV Storage Agreement Form, attached. Rules, restrictions and conditions of use are listed thereon.

*Adopted by The Mediterranean Villas Homeowners Association on JULY 20, 2011, and amended on August 20, 2013, September 18, 2018, and October 16, 2018.*



The Mediterranean Villas Homeowners Association  
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### RV STORAGE AGREEMENT

PARKING SPACE # \_\_\_\_\_

TOTAL DUE WITH SIGNED AGREEMENT\* \$ \_\_\_\_\_

*\*Total due must equal \$300 if signed agreement is dated on or after January 1 through June 30. Six months minimum, \$150, is due if agreement is dated on or after July 1. Annual fee of \$300 is then payable in full January 1 each year. See more, Rule N. below.*

USER'S NAME \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

### VEHICLE IDENTIFICATION

TYPE \_\_\_\_\_ YEAR \_\_\_\_\_ MAKE/MODEL \_\_\_\_\_

APPROX. LENGTH \_\_\_\_\_ LICENSE PLATE NUMBER \_\_\_\_\_ TAB DATE \_\_\_\_\_

### RULES/RESTRICTIONS/CONDITIONS

- A. This parking space is for use only by the above-named user and only for the listed vehicle registered to that user.
- B. Vehicles must have current license tabs and be fully functional. Repairing, dismantling, or otherwise working on vehicles while parked is prohibited.
- C. Vehicles may be moved during daylight hours only.
- D. While parked, vehicles must be chocked with all slide-outs, awnings, antennas & steps stowed, doors and windows closed and locked, and propane tanks off.
- E. Nothing may be stored outside or under the vehicle at any time. Items on trailers must be secured so as not to roll, slide, or tip off.
- F. Residing or entertaining in or around the vehicle while parked is prohibited.
- G. RV generator and/or main engine may be operated during daylight hours only. Operation must be attended at all times and kept to minimum.
- H. Pets must be on leash and attended at all times. Defecation must be picked up immediately. Violation subject to \$25 fine.
- I. RV holding tanks may be dumped only at the dump station provided.
- J. Boat or other covers must be custom fitted and snapped. Non-fitted tarps secured with straps, rope, or bungee cords are prohibited.

- K. Excavation, driving stakes, digging channels, etc. in the parking surface is prohibited. Damage will be repaired at user's expense.
- L. Snow and/or ice will not be removed. The RV Storage Area may not be accessible at times due to weather conditions.
- M. The initial and subsequent annual storage fees shall be in addition to Homeowner dues and sent to the same address as for dues payments. The Board may change the fee at any time.
- N. If a user signs up to rent a space on or after July 1, they will be charged a minimum of six months' storage fees. The full one-calendar-year fee for the following year will be due the succeeding January 1 if they wish to continue to rent a space. If that's not paid, they will no longer be entitled to a space as of January 1. Furthermore, if a user vacates a space and requests a refund for the remainder of the year paid in advance, they will not be allowed to rent a space in the Storage Area again until the following January 1, at which time a full year's advance payment will be due.
- O. After 30 days' non-payment of the calendar year's rental fee OR upon violation of these rules, the Board may terminate this agreement and have vehicle towed at user's expense.

**INSURANCE RESPONSIBILITY**

All property in the RV Storage Area is stored at the risk of the above-named User. User understands that The Mediterranean Villas Homeowners Association, hereinafter called the Landlord, does not provide insurance coverage on any of the user's property.

If User desires User's property to be covered by insurance, User must obtain and maintain such insurance at User's expense. If User fails to maintain insurance, User will be "self-insured" and personally assume all risk of loss.

Landlord will not be responsible or otherwise liable for any loss or damage to User's property or person due to any cause, including but not limited to, fire, theft, vandalism, wind or water damage, acts or omissions of any other third party, regardless of whether such loss or damage may have been caused or contributed to by the active or passive acts or omissions or negligence of the Landlord, its agents or employees.

User agrees to indemnify and hold Landlord, its agents and employees harmless from and against any and all claims for all damage to property or person, and any costs (including attorney fees) arising therefrom, resulting from the use of the rented space by User. User hereby waives the right to recover against Landlord, and any right to subrogation, for any insured loss under User's insurance policy.

**I UNDERSTAND AND AGREE TO ABIDE BY THE ABOVE-STATED RULES, CONDITIONS AND RESPONSIBILITIES. I ALSO AGREE TO VACATE THE ASSIGNED SPACE OR MOVE TO ANOTHER ASSIGNED SPACE WITHIN 7 DAYS ON REQUEST FROM THE ASSOCIATION.**

**USER SIGNATURE:**

\_\_\_\_\_ **DATE** \_\_\_\_\_

**FOR THE MEDITERRANEAN VILLAS HOMEOWNERS ASSOCIATION:**

\_\_\_\_\_ **DATE** \_\_\_\_\_