## **NOTICE**

<u>ALL</u> applicants must provide <u>PROOF OF OWNERSHIP</u> for all of their vehicles that will be stored in the RV Storage Yard. Proof of ownership can include a copy of the vehicle title, registration, or temporary bill-of-sale. In the case of a temporary bill-of-sale, applicant must provide a copy of the vehicle title within 60-days.

<u>TENANTS</u> (or other non-lot-owner residents) must provide <u>PROOF OF RESIDENCY</u> in Park Plazas. The name on the proof of residency must match the name on the proof of ownership for all of their vehicles that will be stored in the RV Storage Yard. Proof of residency can include a copy of:

- A current utility bill with the name and Park Plazas address of the applicant (cell phone bills are not acceptable).
- A driver's license or other government issued ID with the name and Park Plazas address of the applicant.

# Park Plazas Community Services Association REQUEST FOR USE OF SPACE IN RECREATIONAL VEHICLE AND STORAGE YARD

Name:	e:Date:		_Date:
Address:			Lot No.:
Phone Number:			riate designation:
Email Address:		Lot Owner	or Tenant
3	or Recreational Vehicle ("RV") t f of ownership. Use an addition ard.		g .
Space requested for: (Providence of the Control of	de full description)		
Item Type: (Sedan, SUV, PU, Tra	iler, Boat, etc.):		
Make:	Model:		Color:
License (State & #):	Lengt	h/Other Features:	
Rules, and have signe  I will use only the spa allowed item(s) withi storage unit, vehicle, understand that the F space at any time as I will not make copies Park Plazas tenant or	ational Vehicle and Storage Yard of the attached copy of the Rules ce assigned to me in the RV and in that space (as listed and descrietc. (as described above) shall me PPCSA Board of Directors or their needed to accommodate better of my assigned RV and Storage in resident with an assigned RV and are locked when I leave the are	, signifying that I will a Storage Yard and I will bed above). Items place leet any and all restrice appointed representa use of the area. Yard key nor loan my k d Storage Yard space.	bide by all rules.  I place only appropriate and ced within any authorized tions outlined in the Rules. I ative may change my assigned sey to any person who is not a I will assure the RV and
I understand and accept that I	PPCSA assumes no liability for da	mage or loss of my pe	rsonal property.
I also understand that associa state, local, and private laws, ensure compliance with the la compliance of the use with re	tion members' use of property for covenants and restrictions. It is t was at all times and the Associati levant land use restrictions.	or storage shall at all to he responsibility of the on makes no represen	imes comply with all relevant e association member to tations or warranties as to
Failure on my part to abide by permanent revocation of my p	the rules as written in the RV ar privilege to use the RV and Stora	nd Storage Yard Rules ge Yard.	may result in a temporary or
Signed:		Date:	
FOR OFFICE USE ONLY			
Approval date:	Date deposit received:	Date depo	sit returned:

Key number: \_\_\_\_\_\_ Space Number: \_\_\_\_\_

Form Rev 5/7/2021

### Park Plazas Community Services Association (PPCSA)

## Amended and Restated Recreational Vehicle and Storage Yard Rules and Regulations Approved April 28, 2021 by the PPCSA Board of Directors

The Recreational Vehicle and Storage Yard ("Yard") is a valuable community asset. It provides space for Park Plazas residents to store vehicles and other personal belongings, thus enhancing the value of Park Plazas property and making it more attractive. Its purpose is to promote appropriate use of resident garages and Common Area by providing a storage area for residents in need of extra space for vehicles and personal belongings. These Rules and Regulations ("Rules") supersedes all prior versions of the Maintenance and RV and Storage Yard Policy including those dated June 26, 2013 and May 28, 2014.

#### A. General

Subject to compliance with these Rules, PPCSA grants the undersigned owner or resident of a Lot in Park Plazas ("Yard User") a license to use a designated storage space in the Yard ("License"). Violation of these Rules may result in termination of the License and/or having property in the Yard locked, towed, removed, and/or disposed of at Yard User's expense.

- 1. The Yard is divided into marked and numbered designated storage spaces. At any time, PPCSA may designate or change the designation for spaces that may or may not be used for specific purposes.
- 2. Yard use is reserved for Park Plazas Lot Owners and residents. Storage for non-residents (friends, relatives, etc.) and business use is not allowed, other than limited guest use as provided in item B.7, below.
- 3. Vehicles (cars, trucks, RVs, trailers, boats, etc.) may be stored only in the enclosed Yard. For any vehicle stored in the Yard, proof of ownership (copy of Title, Registration or License) must be supplied to the PPCSA Manager. Proof of ownership must be either a) in the Lot Owner's name, or b) in the name of a confirmed Park Plazas resident. PPCSA may periodically require resubmission of forms and proof of ownership, which must be completed and returned promptly to PPCSA. Individuals who do not promptly respond to requests for updated proof of ownership or residency or other documentation may lose their assigned space.
- 4. Vehicles and items placed in the Yard must be kept free of hazards and must not create a nuisance. Such hazards and nuisance include, but are not limited to: leaking fluids, loose or broken parts, rodent nests and other pests.
- 5. Except as otherwise noted in these Rules, all stored items other than vehicles must be kept within a fully enclosed structure or vehicle. Use of a tarp to cover items in an open vehicle bed or trailer can be considered an enclosure as long as the tarp is securely tied and in serviceable condition. Within restrictions set by the PPCSA Board of Directors ("Board") from time to time, other miscellaneous items may be approved by the Board for storage on a case-by-case basis.
- 6. Storage of toxic, hazardous and/or flammable materials or substances (other than substances regularly used to operate vehicles) is prohibited. Yard User agrees to indemnify and hold harmless PPCSA from any and all claims, demands, fines and costs related to any act or omission of Yard User that results in contamination or clean-up of hazardous or toxic substances from the Yard and Common Areas.
- 7. Yard users are responsible for all costs associated with installation, maintenance, placement, and/or removal of items stored in the Yard. All items stored in the Yard must be moveable.
- 8. Anyone using the Yard do so at their own risk. PPCSA assumes no responsibility for damage to or loss of any vehicle or property stored in the Yard.
- 9. Yard User are encouraged to obtain and maintain insurance for all vehicles and property stored in the Yard. PPCSA, its members, officers, managers, agents and contractors shall not be liable for any damage or injury to Yard User or any person or property occurring on or about the Yard, and Yard User agrees to indemnify and hold PPCSA harmless from any claim, liability, loss, damage, or cost, including attorneys' fees, attributable to Yard User's use of the Yard.
- 10. Yard users/usage shall at all times comply with all applicable laws and the PPCSA governing documents.
- 11. Connections to the Yard's power shall only be made through the existing convenience power outlets and then only then for occasional use. Users shall not make permanent connections to the Yard's power.

- 12. No vehicle or structure in the Yard may be used for any purpose other than storage. No residential, recreational, or business use of the Yard is allowed. No one may stay in the Yard overnight.
- 13. The License may not be assigned or sub-licensed. Yard User shall not lease or otherwise permit any third party to occupy any portion of the licensed space, even temporarily.

#### B. <u>Designated Storage Spaces</u>

- 1. Other than as set forth below, spaces will be assigned upon request on a first-come first-served basis with a maximum of one long-term space assignment per Park Plazas Lot. If demand exceeds space availability: a) a waiting list for use will be maintained by the Park Plazas Manager, and b) non-residents will be required to surrender their assigned space and key. Available spaces will be awarded by date of request recorded on the waiting list, except that priority will be given first to resident Lot Owners and then to non-owner residents, and finally to non-resident Lot Owners. PPCSA will have no obligation to issue a new license, or prioritize any Lot Owner or request, for a space in the Yard.
- 2. Yard users may request the use of more than one space. If available, extra space(s) will be assigned on a month- to-month basis. If demand exceeds space availability, some or all Yard users may be limited to the use of one space with priority given to resident Lot Owners, and then to non-owner residents, and finally to non-resident Lot Owners.
- 3. A lottery or other random method of determination may be used to allocate or deallocate space if necessary.
- 4. Spaces are not permanently assigned, and Yard space will not pass automatically to a new Lot Owner when a Lot is sold.
- 5. Yard users who do not make use of their space for more than six (6) months will lose their assigned space.
- 6. Yard users shall store vehicles or belongings only within the boundaries of their own assigned space.
- 7. The Park Plazas Board or the Chairman of the RV and Storage Yard Committee may authorize temporary use of the Yard for guests of Lot Owners, residents or agents of PPCSA on a space-available basis. Such authorization may be rescinded at any time and for any reason and such guest or agent must then immediately vacate the Yard.

#### C. RV and Storage Yard Structures

- 1. New, additional, or replacement structures, sheds, or shipping containers may not be installed in the Yard.
- 2. Existing structures may remain within the Yard for use by the current user of the space where the structure is located. Effective April 28, 2022, existing structures cannot be sold or transferred to other Yard users and must be removed from the Yard by the user upon the earlier of (i) conveyance by owner of his/her Park Plazas Lot, or (ii) determination by PPCSA that the structure is no longer in good repair.
- 3. No construction of any structure or foundation by a Yard user is permitted.
- 4. All structures shall be maintained in good repair, as determined by the Manager. Structures not in good repair shall be removed upon notice from the Manager or PPCSA.
- 5. With approval and direction of the Manager, kayaks, canoes, and similar items measuring less than 3 feet wide X 12 feet long X 3 feet high may be stored at one side of a storage structure or vehicle.
- 6. Within restrictions set by the Board, other miscellaneous items may be approved by the Board for storage on a case-by-case basis.
- 7. Existing structures (as of May 28, 2014) larger than 10 ft. X 12 ft. X 9 ft. may remain within the Yard for use by the current owner. These structures cannot be sold or transferred to other residents, and must be removed from the Yard when the owner sells or transfers ownership of his/her Park Plazas Lot.

#### D. RV and Storage Yard Access

- 1. Access keys to the Yard area will be controlled and distributed by the Manager.
- 2. Issuance of a Yard key shall require a deposit of \$50 which will be returned when Yard user vacates the Yard, returns the key and has cleaned his/her space to the satisfaction of the Manager. Yard deposits will be held in a general PPCSA or Manager account, not separate accounts. Yard users will not be paid any interest on Yard deposits.
- 3. The Manager will replace a lost key for a \$50 non-refundable charge.
- 4. Once issued, keys are the responsibility of the assigned Yard user and may not be loaned or duplicated.
- 5. Yard users shall lock the Yard gate upon departure unless another yard user remains in the Yard at that time.
- 6. If Yard usage privilege is lost for any reason, the Yard user will have to remove the item stored immediately in the Yard or it will be towed/removed at the Yard user's expense.

#### E. Termination

The License and Yard User's use of the Yard may be terminated at any time upon written notice by PPCSA or Yard User. PPCSA shall provide written notice of violation of these Rules or termination of the license to use the Yard to Yard User at the electronic mail or physical address below. Yard User agrees that any property that remains in or about the Yard thirty (30) days following the date of such notice shall conclusively be deemed abandoned by Yard User. Yard User agrees that PPCSA may tow any vehicle or otherwise dispose of such abandoned property, in PPCSA's sole discretion.

Yard User further agrees that PPCSA may tow any vehicle and remove and dispose of any property on the Yard that constitutes a nuisance or creates a safety concern twenty-four (24) hours following notice to Yard User.

#### Agreed and accepted:

The undersigned Yard User agrees to and accepts the terms of these Rules. Yard User expressly agrees and consents to the towing, removal, and/or disposal by PPCSA of any vehicle or property on or in the Yard following an uncured breach of these Rules or termination of the License within the timeframes set forth in Section E. Yard User grants to PPCSA and its agents the right to enter any area, vehicle, and property in the Yard to determine compliance with these Rules, ownership of property, or to resolve a safety issue, and the right to remove and dispose of any property in the Yard in the event of any noncompliance with these Rules.

To be Completed by Yard User:		
Signature:	Date:	
Name:		
Lot Number/Lot Address:		
Contact Information for Notices:		
Email:		
Full Mailing Address:		