

# **MARLBOROUGH PARK ESTATES RV STORAGE LOT MANAGEMENT POLICY, RULES AND REGULATIONS, LIST OF ELIGIBLE AND INELIGIBLE VEHICLES, AND VIOLATION AND ENFORCEMENT POLICY**

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# **Marlborough Park Estates RV Storage Lot Management Policy**

## **1. Introduction:**

The Marlborough Park Estates Homeowners Association owns and, through its Board of Directors ("MPE Board"), operates and manages the Marlborough Park Estates RV Storage Lot ("RV Storage Lot" or "Storage Lot"). This includes adopting policies, rules and regulations governing the Storage Lot. The MPE Board may modify this RV Storage Lot Management Policy and Rules and Regulations ("Policy") at any time.

## **2. Scope:**

The scope of this Policy includes, without limitation:

- the decisions of the MPE Board as they pertain to the operations, management, and use of the RV Storage Lot,
- define the criteria for accepting or denying applications and issuing permits,
- define criteria for the collection of fees, application of fines, and penalties,
- define criteria for revoking RV Storage Lot privileges,
- imposing penalties, including towing of vehicles,
- provide the context for supporting administrative or regulatory documents approved separately by the MPE Board of Directors, and
- define the responsibilities of the RV Lot Manager.

## **3. Precedence**

This Policy shall take precedence over and replaces all previously approved Marlborough Park Estates RV Storage Lot Policies, rules, regulations, fine and penalty policies. In the event of conflict between this Policy and any referenced document, this Policy shall take precedence.

## **4. Permittees**

The RV Storage Lot shall only be used by MPE and MPV residents (homeowners and tenants), or eligible guests. Only vehicle owners may apply for a permit.

### **4.1. Homeowners**

All homeowners are eligible to use the RV Storage Lot provided that their residential lot account is in good standing.

### **4.2. Tenants**

For a tenant to use the RV Storage Lot, the following conditions shall be met:

- homeowner shall assign the rights to use the RV Storage Lot to the tenant,
- the tenant shall be in residence in MP,
- the homeowner's residential lot account shall be in good standing, and
- the homeowner shall agree to pay all unpaid fees, fines, expenses, and RV Storage Lot damages caused by the tenant.
- the homeowner shall provide a signed letter to the RV Lot Manager assigning the right to use the RV Storage Lot to the tenant and agreeing to pay all unpaid fees, fines, expenses and RV Storage Lot damages caused by the tenant. The RV Lot Manager shall provide an acceptable form letter for the homeowner to sign.

By assigning rights to a tenant, the homeowner shall have no further right to use the RV Storage Lot. The RV Lot Manager shall deny any request for use by the homeowner until such time as:

- the homeowner rescinds the assignment in writing,
- the tenant has vacated the RV Storage Lot,
- the key has been returned to the RV Lot Manager, and
- the tenant/homeowner's RV Storage Lot account is in good standing.

When a homeowner rescinds the assignment of rights to use the RV Storage Lot, the tenant shall have no more than the time specified in Table 1 to vacate the RV Storage Lot and return the key to the RV Lot Manager.

### **4.3. Guests**

For a guest of a homeowner to use the RV Storage Lot the following conditions shall be met:

- the guest shall be sponsored by a an MPE or MPV homeowner,
- the guest shall reside at the sponsor's residence in MPE or MPV,
- the homeowner's residential lot account shall be in good standing, and
- the homeowner shall agree to pay all unpaid fees, fines, expenses and RV Storage Lot damages caused by the guest.

The homeowner (not tenant) sponsoring the guest shall provide a signed letter to the RV Lot Manager agreeing to pay for all unpaid fees, fines, expenses and RV Storage Lot damages caused by the guest. The RV Lot Manager shall provide an acceptable form letter for the homeowner to sign.

## **5. Definitions**

Applicant: Individual who is applying for a space in the RV Storage Lot.

Board of Directors: Marlborough Park Estates Homeowners Association Board of Directors.

Permittee: The individual granted a permit and assigned a space in the RV Storage Lot.

Homeowner: Homeowner shall mean the MPE or MPV record owner, whether one or more persons or entities as defined in Article 1, Section 11 of the MPE Declaration of Covenants, Conditions, and Restrictions.

Guest: A visitor of an MP homeowner who is temporarily staying with an MPE or MPV homeowner who wishes to store an approved vehicle for a limited time while visiting.

Space: A parking location in the RV Storage Lot that is allocated to only one permittee. A space can consist of a single or double space. A double space is the aggregation of two adjacent spaces to accommodate larger vehicles.

MP: Marlborough Park consists of the aggregation of Marlborough Park Estates and Marlborough Park Villas.

MPE: Marlborough Park Estates.

MPV: Marlborough Park Villas.

RV Storage Lot: Marlborough Park Estates recreational vehicle storage lot contained within the walled and secured area of Track D located at 1703 N. La Rosa Drive, Tempe AZ.

RV Lot Manager: RV Lot Manager is the person or entity assigned with the responsibility to execute this Policy on behalf of the Marlborough Park Estates Homeowners Association Board of Directors.

RV: Recreational vehicles and trailers of the types that are listed in the "Vehicles Eligible for Storage in the RV Lot" included in the "List of Eligible and Ineligible Vehicles", attached hereto and incorporated herein by reference.

Vehicle: All vehicles, trailers, ATVs, ATCs and other eligible vehicles and items listed in the List of Eligible and Ineligible Vehicles, attached hereto and incorporated herein by reference hereto.

## **6. Permits**

The RV Lot Manager is authorized to issue three types of space permits: Permanent Permits, Conditional Permits, and Temporary Permits. No more than one space shall be issued per permit. For large vehicles requiring a double space, the double space shall be treated as one space and only one permit shall be issued. Permits shall be nontransferable.

Submitting a false application shall be grounds for denying a permit or immediate revocation of a permit already issued.

### **6.1. Permanent Permit**

A Permanent Permit gives the permittee the right to renew the permit from one year to the next and guarantees a space assignment from year to year, provided the homeowner's residential lot account and the associated RV Storage Lot account are both in good standing.

### **6.2. Conditional Permit**

A Conditional Permit shall be issued when a permanent permit cannot be issued because the applicant's affiliated HOA has exceeded its allocation of spaces. Conditional Permits can be revoked at any time if the space is needed to provide for a valid request for a Permanent Permit.

Prior to issuing a Conditional Permit, the permittee shall provide a signed letter acknowledging and agreeing to these conditions. The RV Lot Manager shall provide an acceptable form letter for the permittee to sign.

The RV Lot Manager shall convert Conditional Permits to Permanent Permits as soon as a space within the affiliated HOA's space allocation is available. The RV Lot Manager shall notify the permittee in writing when a conversion occurs.

### **6.3. Temporary Permit**

A Temporary Permit is for applicants with short-term needs, typically less than 90 days. Applicants who request space for less than 90 days or applicants who are guests of an MP homeowner shall only be issued Temporary Permits. A Temporary Permit may be renewed as long as space is available, and the homeowner's residential lot account and the associated RV Storage Lot account are both in good standing. Temporary Permits can be revoked any time if the space is needed to provide for Permanent or Conditional Permit requests.

Prior to issuing a Temporary Permit, the permittee shall provide a signed letter acknowledging and agreeing to these conditions. The RV Lot Manager shall provide an acceptable form letter for the permittee to sign.

### **6.4. Annual Renewal**

Permanent and Conditional Permits shall be issued on an annual basis for a full calendar year. Renewal is not automatic. Permittees shall submit a new agreement annually.

Permittees currently occupying a space at the end of a calendar year shall have the first right of renewal of their assigned space(s) provided the associated homeowner's residential account and the associated RV Storage Lot account are both in good standing.

## **7. HOA Space Allocations**

The RV Storage Lot is a shared asset with the MPE HOA and the MPV HOA. MPE has a space allocation of 56% of the total number of spaces and MPV has an allocation of 44% of the total number of spaces. Double spaces shall count as two spaces for the purpose of calculating allocations.

When the division of the space allocations results in a fraction of a space, then the use of one additional full space may be used for a Permanent Permit by either MPE or MPV applicants on a first come first serve bases.

The RV Lot Manager shall maintain an accurate accounting of the spaces used for each MPE and MPV HOA.

The RV Lot Manager shall not issue Permanent Permits to applicants whose HOA allocation has been exceeded. In the event an applicant's request for a space exceeds the affiliated HOA's space allocation, the RV Lot Manager shall issue a Conditional Permit provided space is available.

Conditional Permit holders shall have priority on the next available Permanent Permit on a seniority basis.

When all spaces are full and a valid request for a permanent space is received, the RV Lot Manager shall honor the valid request and make room in the RV Lot by first revoking Temporary Permits and then Conditional Permits as needed. The RV Lot Manager shall notify in writing the permittee and the homeowner, if not one and the same, when a permit is canceled. The permittee shall vacate the RV Storage Lot and return the key within the time defined in Table 1 as measured from the date of the written notice.

## **8. Maximum Number of Spaces**

There shall be no limit as to the maximum number of spaces that an applicant can request or the maximum number that can be granted. Applicants can apply for as many RV Storage Lot spaces as they need. However, no more than one Permanent Permit per homeowner lot shall be issued. All other applications shall be filled with a Conditional Permit or Temporary Permit as space allows.

## **9. Space Assignments**

The RV Lot Manager shall be responsible for approving all applications and the assignment of spaces.

Spaces shall be assigned on a first come first serve basis.

Whenever possible, parking spaces shall be assigned from the outside perimeter first. This allows the interior to be reserved for larger vehicles and keeps the center open to visual surveillance.

In the event there are no spaces available, the RV Lot Manager shall maintain a waiting list of applicants. Permittees issued a Conditional Permit shall be given priority to convert their permit to a Permanent Permit, as spaces become available.

For vehicles that do not fit within the stripped outline of a single space with an allowance of 18 inches between the vehicle and the wall/end of the space or 12 inches on each side, a double space shall be assigned in the center area of the RV Storage Lot.

Permits can be issued and assigned up to 90 days in advance of planned occupancy. Permits will not be approved for applicants who do not intend to occupy the site within 90 days of application. Failure to take occupancy within 90 days shall be subject to provisions of the "Failure to Use" section of this policy.

## **10. Allowed Vehicles**

The RV Lot Manager shall authorize use of the RV Storage Lot only to applicants whose vehicles meet the criteria for eligible vehicles on the MPE Board Approved "Marlborough Park List of Eligible and Ineligible Vehicles", attached hereto and incorporated herein by reference, and reject those applicants whose vehicles meet the criteria for ineligible vehicles.

## **11. Fees**

The RV Storage Lot fee schedule for a calendar year shall be approved annually by the MPE Board . If a new fee structure is not approved by November 1, then the prior year fee schedule shall apply.

The RV Lot Manager shall collect the following fees from all RV Lot permittees:

- Annual Registration Fee
- Monthly Use Fees

The RV Lot Manager shall collect all fees from renewing permittees by January 1 of each calendar year. Fees shall be billed and paid for the full calendar year.

### **11.1. Annual Registration Fee**

Only one Annual Registration Fee shall be charged per homeowner regardless of the number of spaces they occupy provided that all space requests are processed at the same time. The Annual Registration Fee is applicable to all types of permit applications.

If an additional space is requested later in the year, an Annual Registration Fee shall be paid on the additional space.

In the event a permittee wishes to remove and replace the current registered vehicle with a different vehicle, then the permittee shall file a new registration and pay an additional Annual Registration Fee.

Annual Registration Fees shall not be prorated and shall not be refundable.

### **11.2. Monthly Use Fees**

The Monthly Use Fee for Permanent Permits and Conditional Permits shall be equal to the approved Monthly Use Fee. The Monthly Use fee for Temporary Permits shall be 3 times the approved Monthly Use Fee for Permanent and Conditional Permits.

Monthly use fees shall not be prorated. No credit will be given for partial months. Monthly fee calculations shall include the month the key is provided and include the month the permittee vacates the RV Lot and returns the key.

Temporary Permit Monthly Use Fees shall be paid for the full length of time the permittee anticipates using the RV Storage Lot. Temporary Permits may be extended provided space is available and the RV Lot Manager is notified by the permittee in writing prior to the permit expiring. The permit may be automatically extended by permittee paying the applicable fee.

Monthly Use Fees for Temporary Permits shall be nonrefundable.

Permittees occupying a double space shall be charged twice the monthly use fee as those occupying a single space. The conversion of a Conditional Permit to a Permanent Permit shall be made at no extra cost to the permittee.

### **11.3. Refunds**

Upon receipt of a valid request for refund and return of the RV Storage Lot key, the RV Lot Manager shall refund the remaining balance of the monthly fees to the permittee within 30 days. The refund shall be calculated using the monthly use fee times the number of full months remaining to the end of the

calendar year. There will be no credit given for partial months and the refund shall be calculated based upon the date the key is returned to the RV Lot Manager. In addition to the refund of monthly fees, the RV Lot Manager is authorized to pay an additional \$10 as a courtesy to all permittees who return their key (previously referred to as a key deposit). Key deposits shall not be collected.

Temporary permit fees shall be nonrefundable, unless the RV Lot Manager requests the permittee to vacate the RV Lot to free up space for use by other permittees. For this case, the unused Monthly Use Fees shall be refunded including the month in which the permittee actually vacates the RV Lot and returns the key.

## **12. Decals and RV Storage Lot Keys**

All registered vehicles stored in the RV Storage Lot shall be affixed with a Marlborough Park RV Lot decal that carries a unique identifying number and the calendar year the permit is valid. All RV Storage Lot registration decals shall be visible from the driving lane.

RV Storage Lot keys shall be changed by the RV Lot Manager at the beginning of each calendar year.

## **13. Rules and Regulations**

The RV Lot Rules and Regulations are attached hereto and incorporated herein by reference.

Prior to being assigned a permit and space, permittees/tenants shall sign an agreement that they will follow the Policy as it exists from time to time, which includes the Marlborough Park RV Lot Rules and Regulations and the RV Storage Lot Violation and Enforcement Policy, and comply with the Marlborough Park List of Eligible and Ineligible Vehicles. The RV Lot Manager shall provide a copy of the current Policy annually to permittees at the time of permit renewal and payment of fees, or whenever changes are adopted by the MPE Board.

## **14. Failure to Use**

To ensure that all spaces are best utilized to the benefit of the MP community, a permittee shall not be allowed to tie up a space without a valid need. If the RV Lot is full and the permittee has failed to use the space in the RV Lot during a consecutive 12-month period, the space shall be considered abandoned, and permittee's permit shall be revoked.

## **15. Penalties**

### **15.1. Disciplinary Action**

The RV Lot Manager may impose fines and penalties to permittees and homeowners as applicable for violations of this Policy. Enforcement of this policy shall be in accordance with the RV Storage Lot Violation and Enforcement Policy, attached hereto and incorporated herein by reference.

The RV Lot Manager shall immediately notify the permittee and homeowner in writing when an infraction of the rules or policies occurs.

**The MPE Board shall have the right to tow a vehicle at the homeowner's/owner's expense for nonpayment or violation of this Policy.**

### **15.2. Revocation of Permits**

Permits and the privileges to use the RV Storage Lot shall be revoked for the reasons as defined in Table 1 or any other reason as specifically determined by the MPE Board. Upon notification by the RV Lot Manager, the permittee shall vacate the RV Storage Lot and return the key to the RV Lot Manager within the time specified in Table 1, "Time Allowed to Vacate". The time shall be measured from the



date of the written notice by the RV Lot Manager. Permittee shall be eligible to reapply for a RV Lot permit when the time and conditions as define in Table 1, "Time/Conditions to Reapply", are satisfied.

Table 1  
Revocation of Permits - Time and Conditions

<b>Reason</b>	<b>Time Allowed to Vacate</b>	<b>Time/Conditions to Reapply</b>
1. Submitting a false permit application,	Not more than 30 calendar days	Not less than 60 calendar days (Note 1)
2. Failure of a permittee to follow the RV Storage Lot Rules and Regulations,	Not more than 30 calendar days	Not less than 60 calendar days (Note 1)
3. Failure of a homeowner to keep the residential lot account affiliated with the permit in good standing,	Not more than 30 calendar days	Not less than 60 calendar days (Note 1)
4. Failure of a homeowner or permittee to adhere to any portion of this Policy,	Not more than 30 calendar days	Not less than 60 calendar days ( Note 1)
5. Permittee fails to use the RV Storage Lot per Section 16	Not Applicable	Immediately
6. Homeowner revokes his assignment of RV Storage Lot rights to a tenant,	Not more than 30 calendar days	Immediately 0 Calendar days (Note 2)
7. Tenant no longer in residence in MP,	Not more than 30 calendar days	Homeowner may apply Immediately (Note 2)
8. Sale of the residential lot associated with RV Storage Lot account,	Not more than 30 calendar days	Not Applicable
9. Space needed to fill a valid Permanent Permit application. (Temporary and Conditional Permits)	Not more than 30 calendar days	Immediately Permittee placed on waiting list
10. Failure to renew permit	Not more than 30 calendar days	Immediately Must submit new application

**Notes:**

1. After the RV Storage Lot is vacated
2. Provided the tenant has vacated the RV Storage Lot and a letter revoking the assignment of rights to the tenant is received by the RV Lot Manager.

Revocation of a permit for reasons 1, 2, 3, 4, and 5 of Table 1 shall require MPE Board approval prior to the RV Lot Manager notifying the permittee and homeowner.

Revocation of permits for reasons 6, 7, 8, and 9 in Table 1 shall not require the prior approval of the MPE Board before the RV Lot Manger proceeds with notifying the permittee and homeowner.

The RV Lot Manager shall not physically remove property from the RV Storage Lot without specific approval from the MPE Board.

## **16. RV Storage Lot Inspection; Security Disclaimer**

The RV Lot Manager shall make periodic inspections of the RV Storage Lot at least once a month to assess the general status of the RV Storage Lot and verify permittee compliance with this Policy. The RV Lot Manager shall provide a summary of inspection results.

**HOWEVER, NEITHER MPE, THE MPE BOARD, OFFICERS, AGENTS, NOR THE RV LOT MANAGER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE RV STORAGE LOT, AND NEITHER MPE, THE MPE BOARD, OFFICERS, AGENTS, NOR THE RV LOT MANAGER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL PERSONS USING THE RV STORAGE LOT INCLUDING, WITHOUT LIMITATION, HOMEOWNERS, TENANTS, PERMITTEES AND GUESTS ACKNOWLEDGE THAT USE OF THE RV STORAGE LOT IS AT THEIR OWN RISK.**

## **17. RV Storage Lot Maintenance**

The RV Lot Manager shall arrange for a general clean up and removal of trash from the RV Storage Lot twice a year.

## **18. Vehicle Inspection**

When there is evidence to suggest an internal inspection of a vehicle is warranted to ensure compliance with this Policy, the RV Lot Manager shall obtain approval of the MPE Board prior to contacting the vehicle owner.

## **19. Record Keeping**

The RV Lot Manager shall keep accurate administrative records. As a minimum the RV Lot Manager shall:

- maintain a comprehensive list of all permittees, vehicles in the RV Lot, and current account status,
- keep a copy of approved and denied applications,
- keep the results of all inspections,
- archive of administrative actions and correspondence, and
- a record of fee payments, fines and penalties assessed, and RV Storage Lot expenses

RV Storage Lot account records shall be retained for a minimum of three years after an account is closed.

## **Marlborough Park Estates RV Storage Lot Rules & Regulations**

1. The RV Storage Lot shall only be used by MPE or MPV homeowners or qualified tenants (a signed letter from homeowner assigning his rights to the tenant is required for all non-homeowner use of the RV Lot), or their eligible guests.
2. Marlborough Park Homeowners Association does not carry insurance for vehicles parked or stored in the RV Storage Lot. Storage of vehicles is at the vehicle owner's sole risk. Users of the RV Storage Lot shall be solely responsible for insuring their vehicles.
3. Keys shall not to be duplicated or transferred.
4. Fees are charged on an annual basis. In the event a lot is surrendered prior to the end of the annual term, fees will be refunded on a prorated basis.
5. Spaces are assigned. Vehicles shall only be parked in their assigned spaces.
6. Not more than one vehicle shall be parked in a space.
7. The RV Lot Manager has the right to change space assignments at any time and for any reason. It may become necessary, for example, to change space assignments due to lot maintenance, security considerations, or best utilization of the available space to accommodate the needs of all of the RV Lot users. If requested, the RV/trailer must be moved from the site within a reasonable time as determined by the RV Lot Manager.
8. RV spaces shall not be used for commercial purposes.
9. All vehicles shall have a current Arizona or other state license and proof of current registration unless specifically exempted in the "List of Eligible Vehicles" or an exception is granted by the MPE Board.
10. RV's must fit the space without overhanging and allow walking access on all sides.
11. Storage of materials under and around RVs is prohibited.
12. Dropping "camper shells" and "cab overhead campers" without providing at least 12" of ground clearance is prohibited. Camper shells shall not be stored on the ground. Camper shells may be stored on blocks provided that the blocks are structurally sound and properly restrain the camper shell in a windstorm. The blocks must not promote the collection of wind-blown debris and must allow for easy access under the camper shell by maintenance

crews. Wooden pallets are not allowed as a storage platform.

13. All vehicles shall be kept in good working operation and properly maintained in good condition. For example, a vehicle shall not have flat tires.
14. The RV Storage Lot shall not be used to store inoperable, junk or abandoned vehicles. Failure to keep a current vehicle license and registration, failure to remove the vehicle when notified, or failure to keep the vehicle in operational order shall be cause to consider the vehicle to be abandoned and will result in the vehicle being towed at the owner's expense.
15. Users of the RV Storage Lot are responsible for keeping their space clean at all times and free from extraneous items (i.e., wheels, seats, ropes, covers, rocks, trash, etc.).
16. Only vehicles and recreational equipment listed in the "Vehicles Eligible for Storage in the RV Lot" shall be permitted to be parked or stored in the RV Storage Lot.

**Marlborough Park Estates**  
**RV Storage Lot List of Eligible and Ineligible Vehicles**

**VEHICLES ELIGIBLE FOR STORAGE IN THE RV STORAGE LOT**

Trailers for travel  
Trailers for camping  
Trailers for boats and boats on their trailers  
Trailers for dragsters and dragsters on their trailers  
Trailers for dune buggies and dune buggies on their trailers  
Trailers for snowmobiles and snowmobiles on their trailers  
Trailers for jet skis and jet skis on their trailers  
Trailers for ATV/ATCs and ATV/ATCs on their trailers  
Trailers for motorcycles and motorcycles on their trailers  
Trailers for horses  
Trailers for general recreational purposes  
Motorhomes  
Camper vans  
Pickup Trucks with camper attached  
Pickup Truck slide-in camper and camper shells  
Dragsters and dune buggies without trailer if registered for street use

**VEHICLES INELIGIBLE FOR STORAGE**

Automobiles  
Sport Utility Vehicles  
Minivans  
Pickup trucks without camper  
Attached Vans not modified for camping purposes  
Commercial vehicles of any type  
Boats, jet skis, motorcycles, snowmobiles, ATCs, or ATVs NOT loaded on a trailer  
Dune buggies and dragsters not registered for street use and NOT loaded on a trailer

## **Marlborough Park Estates RV Storage Lot Violation and Enforcement Policy**

1. Violation of the RV Storage Lot Policy and Rules and Regulations may subject the owner of the vehicles to fines, after notice and an opportunity to be heard, as follows:

First Offense:	Written Warning
Second Offense:	\$100.00
Third and Subsequent Offenses:	\$300.00

2. After 7 days' notice to the Vehicle owner at the contact information provided by the Vehicle Owner on the Registration Form, any Vehicle parked in violation of the RV Storage Lot Management Policy and Rules and Regulations shall be subject to being towed at the Vehicle Owner's sole cost and expense. Neither the MPE Homeowners Association nor any of its officers, directors, agents or managers, including the RV Lot Manager, shall be liable for any costs, storage fees or damages associated with towing of any Vehicle.
3. Notwithstanding this RV Storage Lot Violation and Enforcement Policy, MPE can pursue any remedy available at law and employ legal counsel at any time to pursue violations of the RV Storage Lot Management Policy and Rules and Regulations if the MPE Board, in its discretion, deems it necessary to protect and enforce the rights of MPE. Further, MPE may also have a Vehicle towed without notice if the MPE Board determines, in its discretion, that the vehicle poses a threat to the life, health or safety of any person, the RV Storage Lot, or any other Vehicle.
4. The vehicle owner shall be liable for all attorneys' fees, costs and expenses incurred in collecting any unpaid fines or fees.