

## RECREATIONAL VEHICLE STORAGE AREA RULES AND REGULATIONS

Pursuant to its power to enact Rules and Regulations governing the storage of trailers, boats, other recreational vehicles and motor vehicles within the Community set forth in \*3.1.11 of the Association's CC&Rs, and so as to retain the aesthetic ambiance of the community, the Board of Directors hereby enacts the following policies and procedures concerning the parking of Recreational Vehicles within Rainbow Bend Association.

1. **Facility:** The Association has dedicated a section of common-use area (Lot D) in the southwest part of the development to serve as a parking facility for Recreational Vehicles & trailers. This area is fenced (chain link) and gated with a lock, graded and surfaced with road-base material, and has lighting available. A sign is displayed in plain view on the property declaring public parking to be restricted and includes the telephone number of the sheriff's office.
2. **Insurance:** The Association does not provide insurance for any vehicle parked in the RV Parking Area. Vandalism and/or natural disasters may occur and cause the loss of or damage to private property stored in the RV Parking Area. Every owner must maintain private insurance on any vehicle in the RV Area that has in it either propane, batteries, or any other source of power or fuel. Owner / renter must provide proof of such insurance along with the application to rent a space. Each owner is liable to any other owners in the lot as well as liable to the Association if he/she or his/her vehicle does damage to persons or property.
3. **Maintenance:** Any fees collected by the Association for vehicle storage shall be used by the Association as the Board determines. The Board shall work to keep the RV Parking Area in good condition. Rental fees shall be reviewed annually by the Board.
4. **Registration:** All RV' s, and other vehicles, parked in the RV Parking Area shall be registered with the Association. Owners shall submit a completed registration form, along with proof of current vehicle registrations and insurance, to the Association or its designated Agent prior to parking any vehicle in the RV Parking Area. The Association or its designated Agent shall maintain a list of vehicles registered to park in the RV Area. Vehicle registration information is required to be updated yearly upon renewal. License plates must display a valid state issued registration sticker. ALL vehicles that parked in the RV Parking Area (other than temporarily while registered vehicle is away on travel) MUST display RV Parking sticker issued by the HOA or its agent. Said sticker must be displayed at the front of the vehicle so as to be visible. No unregistered and/or un-insured vehicles of any kind will be allowed to be stored in the RV Parking Area.
5. **Eligible Vehicles:** Vehicles eligible to be stored in the RV Parking Area must be (1) owned by the member of the Association who rents the space, (2) are limited to: boats on trailers, motor homes, travel trailers, open or enclosed trailers, dismountable campers. Camper-shells, jet-skis and snow-mobiles must be on trailers and (3) must have a current license plate and registration. Trucks used to tow/haul recreational vehicles may be stored in the RV Parking Area but must be operable and have a current license plate and registration. It is the owner's / renter's

responsibility to make sure that a current copy of registration and Proof of Insurance is maintained in Association's files.

6. Other Vehicles: A special request may be submitted to the Association or its designated Agent for permission to park a non-recreational vehicle temporarily in the RV Parking Area (i.e. trucks over one ton rating tow trucks, utility trailers, horse trailers, or other vehicles for which a homeowner is in temporary need of a parking spot.) The maximum stay is seven days. The fee for the 7 day temporary parking space is to be equal to the monthly fee charge per space. Said temporary space is not guaranteed and only available if there is an empty available space. Any temporary space or any time extension requires Association or its designated Agent's approval.
- 7 Notification: Upon adoption by the Board of Directors, the Policies and Procedures: Recreational Vehicle Parking Area is part of the governing documents of the Association and shall be disclosed to the membership and included with the governing documents as required by law.
8. Information: The registration / application to lease form shall include the following information:
  - Owner name, address, phone numbers, and emergency contact information
  - Vehicle description(s) including make, model, year, and color
  - Registration information: copy of current registration
  - Copy of Proof of Insurance, if required to be provided with this form.
9. Keys / pass code to the gate will be issued by Association or its designated Agent. The assessment for RV parking will discontinue upon the 1<sup>st</sup> of the month following notification to the Association or its designated Agent's Office that you have vacated your spot permanently.
- 10 Parking Rules: Parking spaces will be assigned by Association or its designated Agent.
  - Park only in your assigned space.
  - Parking spaces are not transferable or sub-rentable.
  - ALL lot space leases are to be renewed annually with Association or its designated Agent.
  - ALL units parked in the RV Parking Area must be owned by the renter.
  - Do not block other vehicles or access to other vehicles.
  - Maintain a courteous distance between vehicles for accessibility and maneuverability.
  - Wherever possible, park perpendicularly to the surrounding fence.
  - Do not block the gate or access road into/through the RV Area.
  - Only one Parking space may be leased per residential lot. Homeowners who have leased a 2nd space prior to July 24, 2018, shall be considered to be grandfathered and may retain their 2<sup>nd</sup> space until such time as one of their spaces is relinquished, at which time, and thereafter, said homeowner will only be allowed 1 space.

- Space lease may not be transferred, sublet, or sold to anyone.
  - More than one (1) vehicle may park in a space provided the vehicles do not exceed the indicated length of the space. ALL vehicles parked must meet all registration & insurance requirements. Vehicles that exceed the indicated space length must be removed from the RV lot immediately. Failure to remove such vehicles, upon notification, are subject to the 48 hour notice provisions of Item 13 below.
- 11 Problems: Please call Association or its designated Agent to report any problems or RV Area concerns. Give them the description of the vehicle (type, color, license) and the nature of the problem. Association or its designated Agent will attempt to contact the owner of the registered vehicle and report back to the individual reporting the problem.
  12. Payment delinquencies: All space lease payments that are 14 days or more delinquent may result in termination of said lease agreement by the Association.
  13. Removal: Upon lease cancellation, unremedied violation of any rule, or upon emergency, the Association reserves the right to remove the vehicle at the owner's expense with a minimum of 48 hour written notice by US Mail, "return receipt requested" and upon receiving said "return receipt."
  14. Moving: Association reserves the right to tow any vehicle parked in the RV Area that is blocking another vehicle after attempting to reach the owner of the offending vehicle.

These rules are approved and adopted by the HOA Boar of directors, and made a part there of to the Rainbow Bend Rules & Regulations on this