

WINDWARD VILLAGE HOA
VEHICLE STORAGE AGREEMENT

This agreement is made between Windward Village Homeowners Association (hereinafter the "HOA") and _____ (hereinafter the "Resident") on the _____ day of _____, 20____. For the consideration described below, the HOA agrees to provide storage for Resident of the following vehicle:

(DESCRIPTION OF VEHICLE, BOAT, ETC. - YEAR, MAKE, MODEL)

(STATE WHERE REGISTERED)

(REGISTRATION/LICENSE)

(EXPIRATION DATE)

(REGISTERED OWNER(S) NAME AND ADDRESS)

(LEGAL OWNER(S) NAME AND ADDRESS)

This Agreement shall commence on _____ day of _____, 20____. Resident agrees to pay the HOA the sum of \$ _____ which shall constitute payment of the first month's storage charges and pay to the Park \$ _____ per month for each subsequent month of this Agreement, payable on the first day of each month, until this Agreement expires or is terminated as provided herein.

Either party may terminate this Agreement by giving the other party thirty (30) days written notice of such termination. In the event of such notice, Resident agrees to remove the vehicle from the storage area. Resident further agrees that any vehicle stored in Park's storage facility shall have current registration and that "Certificates of Non-Operation" will not be accepted in lieu of current registration. Inoperable vehicles may not be stored at Windward Village. Resident shall provide the HOA with current registration for the term of this Agreement.

The HOA agrees to provide an assigned space, designated by the HOA, for the vehicle but is not responsible for any damage or loss from any cause arising at any time to such vehicle, or equipment on the vehicle, including but not limited to fire, theft, acts of God, vandalism or any physical damage while the vehicle remains in the storage facility, other than the negligence of the HOA's employees. Resident agrees to such provisions and agrees to indemnify and hold the HOA harmless from and on account of any damage or injury to any person or any property of another arising from the negligence of Resident, his/her family or guests or arising from any other cause associated with use of the storage area by Resident.

Resident understands and agrees that the vehicle stored in the HOA's storage facilities will be subject to claim of lien and may even be sold to satisfy the lien. If the rent/storage or other charges due relating to such storage remain unpaid for fourteen (14) consecutive days and that such actions are authorized by Division 8, Chapter 10 of the Business and Professions Code.

In any action arising out of this Storage Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed the prevailing party if the judgment is rendered in his or her favor or where litigation is dismissed in his or her favor prior to or during trial, unless the parties otherwise agree on the settlement or compromise.

Specific Rules Governing Use of Storage Area

The RV storage area is exclusively for the use of residents of Windward Village. Resident may not use the RV storage area for RV's belonging to family or friends.

Only recreational vehicles (RV's), boats, trailered water-craft or approved passenger vehicles may be kept in the RV storage area. RV's shall be defined as tent trailers, travel trailers, motor homes, buses designed for recreational use, campers or trailers for recreational equipment. If space is available, and with consent of management, work-related vehicle storage may be allowed. A limited number of spaces are designated for use for shipping storage containers.

All vehicles must be operational, clean and kept in good condition and repair. Proof of current registration and insurance must be on file with the park office, Vehicle owner is responsible to clean and maintain the vehicle and the space monthly.

Only one vehicle may be stored on each space. Sharing and/or subletting of spaces is prohibited. Including the storage of two RV's owned by Resident.

RV's must be stored in the assigned space. Any RV blocking the access of another resident to their RV or RV space will be towed at the owner's expense.

Sheds or unsightly Items are not permitted in the RV storage area at any time, including anywhere on assigned spaces. This will be deemed to include storage of extra parts, wheels, tires, batteries and other accessories. In a like manner, storage under, behind or on top of, the RV, vehicle or container is prohibited. Storage of toxic or flammable liquids or materials is prohibited.

Residents, or their guests, are not allowed to occupy the RV while it is parked in the storage area at any time.

Cleaning of RV's and/or the running of generators, etc. must be kept to a minimum and done in such a manner as to minimize the disturbance of residents in the homes bordering the storage area. Maintenance on RV's while situated in the storage area is prohibited.

Storage Containers must be kept painted, clean and rust free.

Spraying of any type is prohibited in the RV Storage area.

Dumping of refuse in the park dumpsters is prohibited.

Gate must be kept closed and locked at all times

Resident(s) acknowledge(s) having read this Agreement and agree(s) to be bound by all the terms and conditions herein contained.

Dated: _____
_____ (RESIDENT'S SIGNATURE)

Dated: _____
_____ (RESIDENT'S SIGNATURE)

Dated: _____
_____ (MANAGER'S SIGNATURE)