

**THE VILLAGES AT LYNX CREEK OWNERS ASSOCIATION
RV STORAGE LOT AGREEMENT**

The RV storage lots located at **The Villages of Lynx Creek, SOUTH SIDE**, are for the express use of and by the members of the Association. By the signature below, the owner agrees to the following terms and conditions:

- All Rules and Regulations (dated 03/17/2011) of the storage area must be followed.
- Only lot owners of record in The Villages are eligible to use the storage facilities. Only one storage space per lot may be leased. If space permits, an owner may lease more than one spot if a variance is approved by the HOA Board. Non-resident owners do not qualify to rent RV storage spaces.
- The Association expressly does not guarantee the security and safety of the lessee or their assign regarding the use of the storage lot(s). By signing this agreement, I indemnify The Villages at Lynx Creek, Director, Manager, Member or designee of the Association against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs which may arise from the use of The Villages of Lynx Creek, North Side RV storage area.
- The lessee hereby agrees to hold harmless any Director, Manager, Member or designee of the Association regarding theft, injury and other loss when using or storing items in the lot(s).
- The lessee agrees that only qualifying self-contained RVs defined as a motorhome, travel trailer, pick-up-camper or van conversion (which contains permanent cooking and sleeping accommodations) will be placed in assigned storage. Boats, utility trailers, flat bed trailers, golf cart trailers, etc., are also acceptable. A car dolly is acceptable if it fits in the space with the designated unity. However, **MOTORHOMES OR TRAVEL TRAILERS HAVE PRIORITY.**
- The lessee agrees that no storage is allowed in the area except the registered vehicle on the agreement. Storage of trash, cans, combustible items or otherwise unsightly and unsafe items are in violation of this agreement. Open trailers are to be stored empty.
- The lessee agrees that the designated unit placed in the lot must be titled in the lot owner's name, duly licensed and insured, be of an operational mode, and be street legal or otherwise in functional shape and condition. Management reserves the right to determine if a vehicle does not meet these criteria.
- Lessee needs to provide the following information to be in good standing with this agreement:
 - a. Proof of current registration of the vehicle being stored; and
 - b. Proof of current insurance for said vehicle

Lessee is responsible to make sure both documents are kept current and will provide the most current document on a timely basis to the main office of The Villages of Lynx Creek. A copy of these documents will be retained with the yearly executed rental agreement.

- The lessee agrees that there will be no sub-let of the lot space at any time. When a lease is terminated, the involved storage space reverts to The Villages administration for reassignment to the next person on the waiting list.
- The lessee agrees that the fee for storage for Utility Trailers is \$15.00 per month from the date of agreement until the following June 1st, then yearly thereafter (\$180.00) payable each June 1st. The fee for Self-Contained Vehicles is \$23.00 per month from the date of agreement until the following June 1st, then yearly thereafter (\$276.00) payable each June 1st. A late charge of \$15.00 will be charged if fee is not paid by June 15th.

- The Villages administration may, from time to time, reassign spaces to provide for the most efficient use of the storage area. Failure to comply with such requested reassignment may result in the loss of a lot owner's space.
- I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by any Director, Manager or designee of the Association of The Villages at Lynn Creek.

Management and lessee concur that this agreement can be terminated at any time by either party under the following circumstances:

- Non-payment of storage fees after thirty days (30) delinquency.
- If the lessee sells the unit stored on their assigned space and it is not replaced with another owned unity within thirty (30) days.
- When the lessee sells their lot or home in The Villages or otherwise permanently vacates their home, the agreement will be considered canceled upon the closure of the sale or the date of vacating of home.
- Upon service of a Notice of Violation, Management may, at their discretion, cancel this contract effective immediately if it is found that storage of unsafe items or non-qualifying units is occurring. Management may determine if the vehicle/item being stored should be towed away, at the owner's expense.
- Management may cancel this agreement if a Notice of Violation is served, giving specific time frames and remedy does not occur. If this agreement is canceled for any of the above reasons, a check refund of unused storage time will be issued with 15 days of cancellation.
- With a written 30-day notice, lessee may cancel this agreement and receive a refund of all unused monthly rental fees (no pro-ration less than 30 days).

By my signature below, I acknowledge that I have read this agreement and understand it fully. I understand the provisions of this contract and agree to abide by them.

Lessee

Lessee

Date

Office Coordinator

Village Lot No.: _____

Storage Lot No. Assigned: _____

Year/Make/Model & Length of Vehicle: _____

License No. & State: _____

Registration Exp. Date: _____



Date of Payment: _____

Amount Paid: _____

Check No.: _____

Dates Covered: _____