

MARLBOROUGH PARK ESTATES RV STORAGE LOT MANAGEMENT POLICY

Originally Adopted by Board of Directors

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Managed by: VISION COMMUNITY MANAGEMENT

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1. Introduction:

The Marlborough Park Estates Board of Directors, as the body responsible for establishing the regulations for management and use of the Marlborough Park Estates RV Lot, issues this document to provide a comprehensive policy to govern the RV Lot. The Board of Directors may chose to modify this policy for specific cases that require special handling.

2. Scope:

The scope of this document is

- document the decisions of the Marlborough Park Estates Board of Directors as they pertain to the operations, management, and use of the RV 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 Lot privileges,
- provide the context for supporting administrative or regulatory documents approved separately by the 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 Lot Policies. In the event of conflict between this Policy and any referenced document, this Policy shall take precedence.

4. Referenced Documents

- Marlborough Park RV Lot Rules and Regulations
- Marlborough Park RV Storage Lot List of Eligible and Ineligible Vehicles
- Marlborough Park Homeowners Association Rules, Regulations, and CC&R Violation Enforcement Policy
- Marlborough Park Homeowners Association, Partial/Samples of Fines Relating to Non-Compliance of CC&R's, Rules and Regulations of the Association

5. Permittees

The MP RV Lot shall only be used by Marlborough Park Estates or Marlborough Park Villas homeowners, tenants, or guests. Only vehicle owners may apply for a permit.

5.1. Homeowners

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

5.2. Tenants

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

- homeowner shall assign the rights to use the RV 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 Lot damages caused by the tenant.
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The homeowner shall provide a signed notarized letter assigning the right to use the RV Lot to the tenant and agreeing to pay all unpaid fees, fines, and RV Lot damage 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 Lot. The RV Lot Manger 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 Lot,
- the key has been returned to the RV Lot Manager, and
- the tenant/homeowner's RV Lot account is in good standing.

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

5.3. Guests

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

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

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

6. Definitions

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

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

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

Space: A parking location in the RV 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 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.

7. Permits

The RV Lot Manager is authorized to issue three types of space permits, Permanent Permit, Conditional Permit, and Temporary Permit. 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.

7.1. 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 RV Lot account are both in good standing.

7.2. 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 anytime 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.

7.3. 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 a MP homeowner shall only be issued Temporary Permits. A Temporary Permit may be renewed as long as space is available. Temporary Permits can be revoked at anytime 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.

7.4. Annual Renewal

Permanent and Conditional Permits shall be issued on an annual basis for a full calendar year. Renewal is not automatic and all permittees shall submit updated application information annually.

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

8. HOA Space Allocations

The RV Lot is a shared asset with Marlborough Park Estates HOA and Marlborough Park Villas HOA. Marlborough Park Estates has a space allocation of 56% of the total number of spaces and Marlborough Park Villas has an allocation of 44% of 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 Manger 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 Lot and return the key within the time defined in Table 1 as measured from the date of the written notice.

9. 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 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.

10. 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 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.

11. Allowed Vehicles

The RV Lot Manager shall authorize use of the RV Lot only to applicants whose vehicles meet the criteria for eligible vehicles on the Board of Directors Approved "Marlborough Park RV Storage Lot List of Eligible and Ineligible Vehicles" and reject those applicants whose vehicles meet the criteria for ineligible vehicles.

12. Fees

The RV Lot fee schedule for a calendar year shall be approved annually by the Board of Directors. If a new fee structure is not approved by January 31 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 March 15 of each year. Fees shall be billed and paid for the full calendar year.

12.1. 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.

12.2. 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.

Temporary Permit Monthly Use Fees shall be paid for the full length of time the permittee anticipates using the RV Lot. Temporary Permits shall 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 next month's fee by the 1st of each month.

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.

12.3. Refunds

Upon receipt of a valid request for refund and return of the Lot key, The 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 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.

13. Decals

All registered vehicles stored in the RV 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.

14. Rules and Regulations

The RV Lot Rules and Regulations shall be as defined in the Board of Directors Approved "Marlborough Park RV Lot Rules and Regulations" document.

Prior to being assigned a permit and space, permittees/tenants shall sign an agreement that they will follow the "Marlborough Park RV Lot Rules and Regulations" and comply with the "Marlborough Park RV Storage Lot List of Eligible and Ineligible Vehicles". The RV Lot Manager shall provide a copy of these two documents annually to permittees at the time of permit renewal and request of payment of fees.

15. Failure to Use

In order 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 consider abandoned and permittee's permit shall be revoked.

16. Penalties

16.1. Disciplinary Action

The RV Lot Manager shall 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 "Marlborough Park Homeowners Association Rules, Regulations, and CC&R Violation Enforcement Policy"

Fines and continuing courses of action shall be as specified in the "Marlborough Park Homeowners Association, Partial/Samples of Fines Relating to Non-Compliance of CC&R's, Rules and Regulations of the Association". "

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

16.2. Revocation of Permits

Permits and the privileges to use the RV Lot shall be revoked for the reasons as defined in Table 1 or any other reason as specifically determined by the Board of Directors. Upon notification by the RV Lot Manager, The permittee shall vacate the RV 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

Reason	Time Allowed to Vacate	Time/Conditions to Reapply
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 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 Lot per Section 16	Not Applicable	Immediately
6. Homeowner revokes his assignment of RV 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 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

Notes:

1. after the RV Lot is vacated
2. Provided the tenant has vacated the RV 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 Board of Directors 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 Board of Directors before the RV Lot Manger proceeds with notifying the permittee and homeowner.

Permittees shall have a right to appeal an enforcement action or fine. The permittee or homeowner shall follow the procedures as defined in the “Marlborough Park Homeowners Association Rules, Regulations, and CC&R Violation Enforcement Policy”

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

17. RV Lot Inspection

The RV Lot Manager shall make periodic inspections of the RV Lot at least once a month to assess the general status of the RV Lot and verify permittee compliance with the RV Lot Policy and the RV Lot rules. The RV Lot Manager shall provide a summary of inspection results at every monthly meeting of the Board of Directors.

18. RV Lot Maintenance

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

19. Vehicle Inspection

When there is evidence to suggest an internal inspection of a vehicle be warranted to insure compliance with the RV Lot Rules and Regulations, the RV Lot Manager shall obtain Board of Directors approval prior to contacting the vehicle owner.

20. 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 Lot expenses

RV Lot account records shall be retained for a minimum of 3 years after an account is closed.