

VILLAGES AT WESTMINSTER HOMEOWNERS ASSOCIATION
RV/BOAT PARKING LOT RULES AND RATES
Effective January 1, 2023

1.0 Introduction and Scope

The Board of Directors of Villages at Westminster Homeowners Association Inc. (“VAW”) has amended the original 2003 Rules and adopted these Rules after consultation with a workgroup of residents of the VAW, with diverse representation from each of the four Villages, including both users and non-users of the Lot and long-time as well as newer residents. The workgroup reviewed the Rules Regulations and Rate Structure, and addressed a list of issues that were identified through complaints, suggestions, and user feedback. The workgroup then made recommendations to the Board for an updated set of Rules.

This document constitutes the new Rules and Rate Structure for the RV/Boat Parking and Storage lot (“Lot”) that is owned and maintained by VAW. There is no intent or attempt to override or circumvent any rules and regulations set forth in the Declaration of Covenants, Conditions and Restrictions; the Articles of Incorporation; or the Bylaws of VAW. In the event that there is a conflict between this document and any of the above-mentioned documents, the governing documents above-mentioned shall take precedence. These Rules and Rate Structure replace in their entirety the Rules, Regulations and Rate Structure previously adopted by the Board of Directors dated May 13, 2003, and revised July 1, 2020.

2.0 Roles and Responsibilities

A. The Board of Directors

1. The Board shall appoint a resident and occupant of the Lot to serve as RV/Boat Lot Captain (“Lot Captain”). A co-captain also may be appointed to work with the Lot Captain and shall have the same authority and responsibility as the Captain.
2. Enforcement of these Rules is by the Board, through the appointed Lot Captain. The Board shall retain the responsibility for resolving any disputes over the Lot Captain’s management of the Lot or handling of any complaints.
3. The Board shall budget funds in the Operating and Capital Reserve accounts for the ongoing maintenance and management of the Lot.

B. The Lot Captain

1. The Lot Captain shall approve or deny all requests for assignment of a space within the Lot, and shall work with the VAW Property Management Company (the “Management Company”) regarding the issuance of lock code and decals necessary to access the lot, and collection of fees associated with such rentals.
2. Work with the Grounds Committee for any routine maintenance of the Lot, such as weed control or issues relating to the Resource Protection Area of James City County that surrounds the Lot.
3. Respond to any complaint received by the Management Company or directly from an occupant or other VAW resident about the usage or condition of the Lot,

management of Waiting Lists, or enforcement of the Rules, within one week of receipt of a complaint. Report all such complaints, and the resolution of all complaints to the Board at the bi-monthly Board meetings, seeking Board input when necessary.

4. Prepare written reports for the regular bi-monthly Board meetings and the Annual Meeting. These reports should be supported by a visual inspection of the Lot at least once prior to each meeting.
5. Make recommendations to the Board for changes to the Lot Rules and Rate Structure and for funding of required maintenance of the Lot. The Lot Captain may convene workgroups of VAW residents to provide input on these issues.
6. At least once annually, check to see that Lot spaces are adequately defined by taping off widths on the chain link fence, and that space number signs are in good condition.

C. The Property Management Company

1. The Management Company shall receive and process all RV/Boat Parking Lot Applications, according to an established Checklist of procedures provided by the Lot Captain. The Company will accept or reject Application forms based on completeness of the form, eligibility of the applicant and of the equipment, and payment of fees. The Lot Captain will approve or deny an eligible Application and assign spaces.
2. The Management Company will receive and deposit all monies related to Lot occupancy, and refund any monies due when a space is vacated. The Company will pay any invoices approved by the Lot Captain for maintenance at the Lot. The Company will report all receipts and payments to the Lot Captain for inclusion in the reports to the Board.
3. The Management Company will maintain a Waiting List for residents who are interested in Lot occupancy, according to an established Checklist of procedures provided by the Lot Captain.
4. The Management Company shall keep detailed and accurate records concerning the Lot occupants, equipment stored, fees paid or refunded, and issuance or return of keys for access.
5. The Management Company will distribute the lock code for access to the Lot, and shall receive or refund security deposits.
6. The Management Company will act as the Lot Captain's liaison with residents and respond to questions about the Rules, provide copies of the Rules and Application form, answer inquiries about processing of Applications, management of Waiting Lists, handling of complaints, management of records, and other administrative components of managing the Lot.

3.0 **Rules and Regulations**

- A. The Lot shall include parking for the following types of equipment:
- 1) Motor homes and recreational vehicles
 - 2) Camping trailers and pop-up campers
 - 3) Boats and personal watercraft
 - 4) Utility trailers, including flatbed and enclosed units.

- B. The following equipment shall **not** be parked in the Lot:
- 1) Privately owned trucks, vans, and automobiles
 - 2) Personal household items
 - 3) Building materials
 - 4) Commercial signs
 - 5) Commercial or business-related vehicles and/or equipment.
- C. All requests for parking in the Lot shall be forwarded in writing via an Application Form to the Management Company for the VAW. The Application Form will be approved by the Lot Captain. The Management Company will consult with the Lot Captain and process the Application pursuant to a Checklist approved by the Lot Captain. The Application Form and Instructions shall be posted on the VAW website.
- D. Occupancy is available to residents only, which includes Renters. Only a Homeowner can file an Application, and Homeowner/landlord remains jointly responsible for Renter's compliance with Rules. Lot space must be paid by Homeowner with annual HOA dues except for the prorated rental fee which is due at the time of approval of the initial Application. The Homeowner must be current in payment of VAW HOA dues and have no other outstanding violations of VAW governing documents at time of filing application (which is renewable every year). The Application must include Homeowner's name and address, as well the Renter's name and address, if applicable. If an approved Renter/occupant moves from VAW, the lot space is vacated. If the Homeowner wants a future tenant to have a space in the lot, they must go on the waiting list until a space is again vacant.
- E. All spaces shall be assigned on a first-come, first-served basis. In the event no spaces are available, upon request the applicant may be placed on an ordered Waiting List that shall be maintained by the Management Company. Residents do not have to own equipment to be placed on the Waiting List.
- F. When a space becomes available to someone on a Waiting List, and if the resident is eligible to be approved (based on the filing of an Application), the space may be reserved by the resident and can remain vacant for up to 3 months to allow for a purchase of a boat, trailer, or RV. This reservation requires payment of a non-refundable deposit equal to those 3 months' rent. If equipment is purchased and stored in the Lot, the 3 months' rent will be applied to the annual rent for the space. After that time if the space remains vacant and there are residents on the waiting list for that size space, the resident will be deemed to have forfeited the space. That resident would have to go back on the Waiting List.
- G. When a space becomes available to someone on a Waiting List but the resident does not want to occupy the space at that time, the resident's name loses priority for the next space and their name goes to the bottom of the Waiting List.

- H. Due to the very limited amount of space in the Lot, only one parking space shall be assigned per Homeowner lot unless there is a vacant spot that has been advertised and remains vacant. No resident may be assigned more than two spaces, the combined length of which cannot exceed 40’.
- I. Each parking spot shall be clearly marked and numbered as indicated in Figure 3.1 and assigned an occupant by size. If there is no impediment to safety or access by other Lot occupants, a space size may be adjusted by the Lot Captain to accommodate the indicated equipment for the current occupant only. When the space is vacated, it reverts to the original size. A pro-rated fee may be assessed for the accommodation.
- J. An occupant may replace or substitute equipment in the Lot space so long as it does not exceed the assigned space. An Application Form must be submitted and approved, although the occupant does not have to forfeit the Lot space and go back on the Waiting List.
- K. The spaces available in the Lot consist of:
 - 6 - 40’ spaces that are 15’ wide
 - 5 - 30’ spaces that are 15’ wide
 - 9 - 20’ spaces that are 10’ wide
 - 10 - 10’ spaces that are 10’ wide

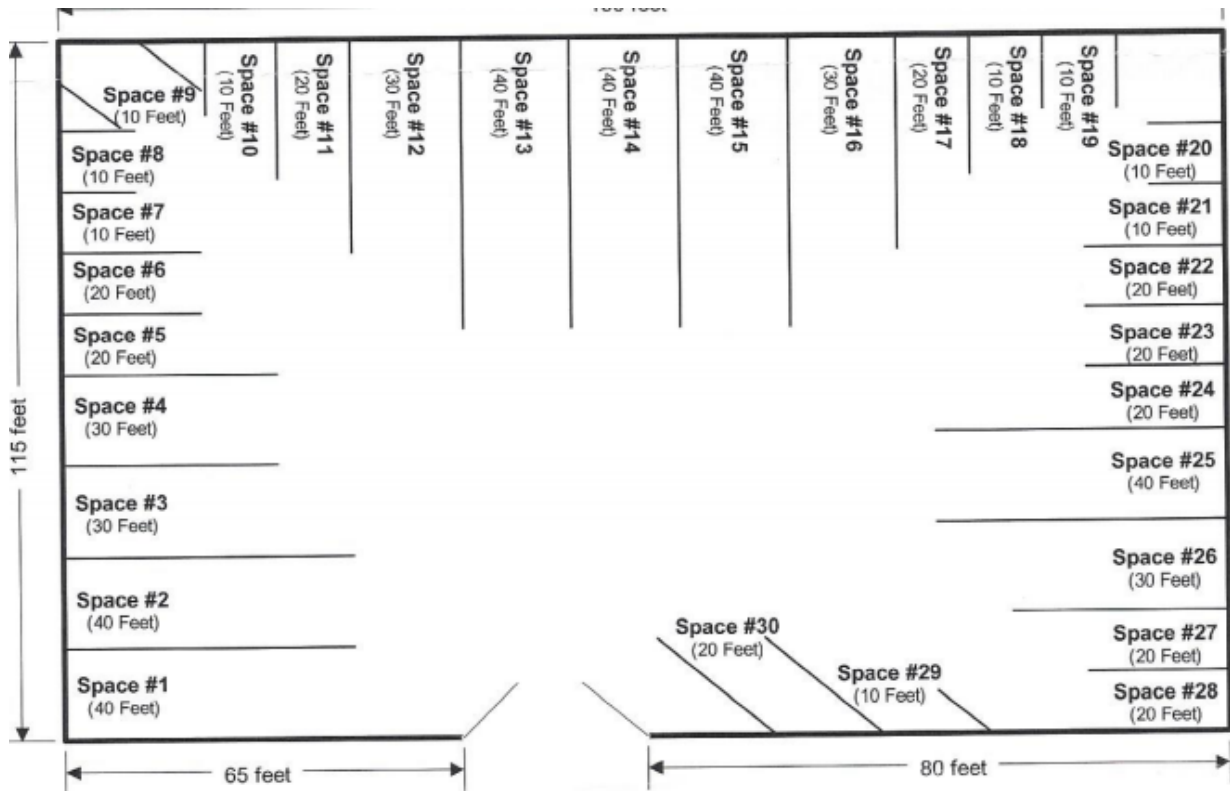


Figure 3.1: Villages of Westminster RV/Boat Storage Lot Layout

- L. Occupants shall be allowed to place up to two units in a numbered space, so long as the length of the space is not exceeded. A unit is defined as a piece of equipment (i.e., RV, boat, etc.) and any associated, attached accessories.
- M. The Lot Captain has the right to assign and reassign numbered parking spots as needed to maximize utilization of the Lot.
- N. The Management Company shall issue a decal or sticker or some other appropriate form of vehicle identification annually to the occupant upon the receipt of the required payment of fees. The decal must be visible on the equipment in the Lot.
- O. No major vehicle maintenance or overhaul will be permitted in the Lot.
- P. VAW shall not be held responsible for theft or damage of vehicles, equipment, or property parked or stored in the Lot.
- Q. The Lot is not lighted. Vehicles, equipment or property parked or stored in the Lot are not insured by VAW.
- R. VAW shall reserve the right to remove any unapproved item from the Lot at the owner's expense. The owner shall receive a notice, in writing, and have one week from receipt of the notice to remove the unapproved item.

4.0 Rate Structure

The rates for VAW residents and/or homeowners are established below. All rates and fees shall be paid in full before the privilege of parking/storing vehicles or equipment in the Lot is granted. The owner of any vehicle or equipment shall pay according to the size of the assigned parking space, not the size of the equipment in the space.

The rates effective as of January 1, 2021, will be as follows:

- A. For spaces designated 10 feet in length: \$110/year, or \$10/month.
- B. For spaces designated 20 feet in length: \$220/year, or \$19/month.
- C. For spaces designated 30 feet in length: \$275/year, or \$23/month.
- D. For spaces designated 40 feet in length: \$330/year, or \$28/month.

The monthly rates will only be used for determining the balance due for a partial year, in the case of initial assignment to the Lot or when a space is vacated. Prorated rent is calculated for a full month of occupancy, regardless of date within the month of entry or vacancy. All other rent is due in full on an annual basis at the beginning of each year.

ADOPTED by the Board at the regular meeting on May 27, 2020, with an effective date of July 1, 2020 for the Rules and January 1, 2021 for the increased rates. All Storage Lot documents updated to reflect change in management company and shift of Villages Of Westminster to Villages At Westminster effective January 1, 2023.

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