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10/2020

# **STORAGE LOT RULES AND REGULATIONS**

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HIDDEN HARBOUR ESTATES, INC.

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## **STORAGE LOT(S)**

### **RULES AND REGULATIONS**

All assignments of spaces within the Storage Lots must be approved and administered by the Storage Lot Manager, subject to review by the Board of Directors.

1. Applicants for space in the Storage Lots must complete and submit the **Storage Space Request and Authorization Form**. Applications must be accompanied by the following documentation when submitted to the Storage Lot Manager:
  - Verification that the Boat/Trailer/RV is titled to a Hidden Harbour resident unit owner.
  - Verification that the applicant is a deeded owner of a unit in Hidden Harbour Estates, Inc. and is 55 years of age or older, except in the case of inheritance.
  - Verification of current registration for the Boat/Trailer (boat or box)/RV to be stored in the space.
  - Verification that the Boat/Trailer/RV is currently insured, and that Hidden Harbour is listed as “additional insured” on the policy of liability insurance.
  - Verification by signing the attached **Applicant Affidavit**, that the resident unit owner will reside in the community full time or seasonally (a minimum of 60 continuous days).
2. Resident unit owners who qualify (as set forth in Rule #1) will be limited to one space in the RV Lot and one space in the Storage Lot. Spaces may be reassigned by the Storage Lot Manager. Owners of multiple units within Hidden Harbour are permitted only one space in each lot.
3. Assignment of a space in the Boat/Trailer/RV is not transferred through the purchase or inheritance of a unit or inheritance of a boat. All such new resident unit owners must apply for a slip as specified in Rule #1.
4. Waiting lists for both the Boat/Trailer Lot and the RV Lot shall be maintained by the Storage Lot Manager and kept on file in the Office. As space becomes available, assignment to resident unit owners will be made in order of their place on the waiting list and their individual size requirements.

5. Resident unit owners must agree to pay the monthly fee as determined by the BOD for the use of the space for so long as this request and authorization remains in effect. Fees are based on space size and are subject to change by the BOD at any time.
6. The maximum length of a Boat/Trailer/RV is not to exceed thirty-six (36) feet. Space sizes are described as follows: Small space – up to and including sixteen (16) feet; Medium space – more than sixteen (16) feet and up to and including twenty-six (26) feet; Large space – more than twenty-six (26) feet and up to and including thirty-six (36) feet.
7. All vehicles must be positioned so as not to protrude beyond the boundaries of their assigned space.
8. Resident unit owner assignees of space in the Boat/Trailer/RV Lots must inform the Storage Lot Manager in writing in the event they plan to vacate their space.
9. If the vehicle or boat from any space is sold or removed, assignment of the space may continue for up to 120 days during which time regular fees apply, if approval is granted. At the end of that time period, the space will become available for reassignment to another resident at the Storage Lot Manager's discretion.
10. Resident unit owner assignees are not permitted to transfer, reassign or sublet a space to which they have been assigned nor may they remove and replace a Boat/Trailer/RV unless a new application is submitted and approved by the Storage Lot Manager and the BOD, if necessary. One boat and one trailer or combination of both shall be stored in any assignee space. No miscellaneous paraphernalia shall be stored in the space.
11. Resident unit owner assignees are fully responsible to supply updated registration and insurance information to the Office on or before their annual renewal date for the coming year. Failure to do so will result in immediate removal of the vehicle at assignee's expense.
12. Resident unit owner assignees to spaces in the Storage Lots must be responsible for securing and locking the gate when exiting. They will be held financially responsible for lost keys. **Absolutely no duplicate keys will be issued.** The loss of a key requires that a new lock be purchased and new keys issued to all lot assignees. This will be done at the expense of the assignee who lost the key.
13. The Storage Lots are posted for the exclusive use of resident unit owner space assignees to ensure lot security. Unauthorized persons (non-key holders) should be reported to the Office immediately (772-287-6387).
14. No explosive, caustic or otherwise hazardous fluids or materials will be stored in any Boat/Trailer/RV Lot, with the exception of fuel in a fuel tank, propane gas in a cylinder properly attached to the vehicle or lubricants and other fluids normally kept in that particular type of vehicle.

15. Stored vessels and RVs may not be refueled in any Storage Lot.
16. Resident unit owner assignees must keep their spaces neat and orderly. When vacating a space, it must be completely emptied. Failure to leave it so will result in the space being cleaned by the Maintenance Department, at BOD direction, at the resident unit owner's expense.
17. Any work on Boats/Trailers/RVs in the Storage Lot areas is limited to daylight hours.
18. Electrical outlets available in the Storage Lot must be used responsibly by resident unit owner assignees during daylight hours only. Electrical extension cords must be grounded. Boats/Trailers/RVs must not be left connected to Hidden Harbour power sources overnight.
19. Resident unit owners assignees shall not litter the Lot areas and must take all possible care in discharging fluids during vehicle maintenance or repair so as to avoid spills of hazardous materials in the lot or onto adjacent properties.
20. Excessive noise (radios, power tools, etc.), obscene behavior and/or language or any such activity that causes a disturbance in the storage or surrounding area will not be tolerated. Resident space assignees are held responsible for the behavior of their guests. Violation of these rules may result in termination of their space assignment.
21. Boats/Trailers/RVs with assigned space in lots must be moved seasonally. Long-term permanent storage is not permitted. Boats/Trailers/RVs that have not been moved seasonally may be removed at assignee's expense. The BOD may approve a waiver to this rule, submitted in writing, after reviewing the circumstances.
22. No animals are allowed in the Storage Lots at any time.
23. Violation of any provision of these Rules and Regulations shall result in the termination of the resident unit owner assignee's right to use the space.
24. The Board of Directors reserves the right to amend these rules from time to time, in collaboration with the appropriate sources. Assignees will be advised in writing of all changes. Compliance with any such change is mandatory.
25. The use of assigned space with Storage Lots is, at all times, at resident unit owner assignee's sole risk.

The resident unit owner hereby agrees to indemnify and hold harmless Hidden Harbour Estates, Inc. and its officers, directors and employees for and from any and all losses, claims, damages, actions and liabilities including, and without limitation to, those arising from or connected with property damage, personal injury or death arising from or connected with lot space usage or the movement of vehicles or boat trailers within the lot. Assignee's agreement to indemnify and

hold harmless the aforesaid parties shall include attorney's fees and costs incurred thereby, regardless of whether or not suit is brought or any appeal is taken there from. This paragraph shall survive termination of this request for authorization. Without limiting the generality of the foregoing, the assignee recognizes that Hidden Harbour Estates' sole liability with respect to lot space, the vehicle occupying same, the contents of said vehicle and the persons using either or both is to provide use of the space. Neither Hidden Harbour Estates nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the storage lots, assignee's vehicle kept therein or any contents or equipment connected therewith. Neither Hidden Harbour Estates nor any of the aforesaid parties shall be deemed bailee, keeper or custodian of the vehicle or any contents thereof or equipment connected therewith. To the extent that this Request and Authorization is held or found to be a license, it shall never be deemed to be coupled or connected with the assignee's interest in the space, but rather, shall always be revocable as provided herein. In the process of moving a vehicle in or out of the lot, either by the assignee or his agent, the assignee will be fully responsible for any and all damage or disruption to the lot or other vehicles stored within the lot.