

# 2005-03

**Daybreak Community Association  
RV Storage Facility Policy Resolution**

**WHEREAS**, The Daybreak Community Association Board of Directors is empowered to conduct, manage, and control the affairs and activities of the Association, and has this authority pursuant to Chapter 3, C, Powers and Duties of the Bylaws of Daybreak Community Association.

**WHEREAS**, Daybreak has been established and is administered pursuant to various documents, described in Chapter 1 of the Community Charter for Daybreak, that have a legal and binding effect on all owners, which include the resolutions the Board adopts to regulate the operation and use of property which the Association owns or controls.

**WHEREAS**, The Board of Directors of the Association ("Board") finds there is a need to adopt policies and procedures and define the regulations for the use of the Daybreak RV Storage Facility, which is a common amenity owned by the Association.

**NOW THEREFORE, IT IS RESOLVED** that the Daybreak RV Storage Facility Use Policy and the Agreement for Use of Storage Space at the Daybreak RV Storage Facility be adopted.

**NOW THEREFORE, BE IT ALSO RESOLVED** that the following provisions are adopted by the Board, in the understanding that certain commitments have been made to the current residents of Daybreak; The lot owners currently on the waiting list for space use at the RV Storage Facility, and who will be defined as the "Initial Users" are exempt from the space rental fees, for one recreational vehicle or trailer for each lot, for a period of time not to exceed one (1) years from the date of initial operation of the facility.

IN WITNESS WHEREOF, the said Board of Directors has caused this Resolution and Policy to be signed by its President and Secretary, this 27th day of October, 2005, and direct it's distribution to all homeowners.

DAYBREAK COMMUNITY ASSOCIATION

By: \_\_\_\_\_

Keith Morey, President

By: \_\_\_\_\_

John Potts, Secretary

# DAYBREAK RV STORAGE FACILITY USE POLICY

Use of the Daybreak RV Storage Facility requires compliance with the following policies:

## Storage Space Rental/Use Agreement

- For your protection the Daybreak RV Storage facility provides a written use agreement. Read the Agreement thoroughly and ask the Operations Manager to answer any questions.
- Storage space is for the use of Daybreak homeowners only
- Storage space is allocated on a first come basis, and limited to one space per Daybreak property

## Insuring your goods in storage

- The goods you place in self-storage are your sole responsibility. Your goods are not insured by the RV Storage Facility or the Daybreak Community Association. You are required to maintain your own replacement and liability insurance for your goods.

## Purpose of storage facility

- The purpose of the Daybreak RV Storage Facility is to provide the Daybreak homeowners with a storage space for a recreational vehicle, boat with trailer, or OHV with trailer in an effort to support compliance with provisions in the Community Charter for Daybreak.
- The storage facility is not intended for use as a business facility and therefore is not intended for the daily storage of company trucks, vehicles or trailers associated with a business, and commercial activities that entail regular daily access.

## Allowable items to be stored within the Daybreak RV Storage Facility

- Recreational Vehicles
- Camping Trailers
- Boats on trailers
- OHV on trailers
- Snow mobiles with trailers
- Open utility trailer
- Enclosed utility trailer

## Items not allowed to be stored within the Daybreak RV Storage Facility

- Regular / extra motor vehicles, cars, vans or trucks.
- Work or business related trucks, vans, equipment trailers, equipment hauling trailers, any industrial equipment and the like.
- Explosive, flammable, toxic or dangerous or hazardous materials, chemicals or liquids, or extra fuel cans.

Requirements for use of RV Storage Facility

- A rental/use agreement must be completed and signed
- Only RV, boat or trailer that is registered to the Daybreak Community Association Homeowner may be stored.
- Proof of vehicle / trailer registration or ownership must be provided. Vehicle, boat or trailer must be registered to the Daybreak homeowners applying for space. Current registration, as required by state law, must be maintained for those vehicles or trailer requiring state registration.
- Only the allocated storage space may be used.
- Signed acknowledgment of this Use Policy

Additional Use Policies / Restrictions

- Each Daybreak Unit is entitled to rent one space.
- The spaces are provided on a monthly rental fee basis but are rented and billed on a quarterly basis.
- The rental fee is determined by the size of the RV space at \$.75 per foot.
- **\$ 11.25 for 15' space, \$ 18.75 for 25' space, \$ 22.50 for 30'space, and \$ 37.50 for 50'space.**
- More than one storage space may be temporality allocated as long as open spaces are available.
- Use of an additional space may be rescinded by the Association at any time to free up spaces for other homeowner use.
- Mechanical work, oil changing, and repairs are not to be performed within the storage facility.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Date

# AGREEMENT FOR USE OF STORAGE SPACE AT THE DAYBREAK RV STORAGE FACILITY

Application information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Daybreak residence address: \_\_\_\_\_ Lot # \_\_\_\_\_

Emergency phone or alternative contact: \_\_\_\_\_

Drivers License No.: \_\_\_\_\_ State: \_\_\_\_\_

Estimated value of item being stored: \$ \_\_\_\_\_

This RV vehicle, boat, or trailer, is the property of the Daybreak homeowner identified above, and is currently licensed and registered as required by state law. Current license and registration will be maintained at all times.

- **RENT: Space occupant agrees to pay; (check one) \_\_\_\_\_ \$ 11.25 for 15' space, \_\_\_\_\_ \$ 18.75 for 25' space, \_\_\_\_\_ \$ 22.50 for 30'space, \_\_\_\_\_ \$ 37.50 for 50'space. The amount is based on a monthly rate, is to be paid in advance and will be invoiced on a quarterly basis.**
- Space occupant agrees to provide written notice of intent to vacate space 15 days in advance.
- There will be no refunds for partial months.
- Rates can be changed with a 30 days advance notice to occupants.

## RV, Boat, Trailer Information

Description of vehicle/boat/trailer: \_\_\_\_\_ (RV Vehicles must be operative)

1. Type of vehicle (RV, Camper trailer, Boat with trailer, OHV with trailer, utility trailer, enclosed trailer, other): \_\_\_\_\_
2. Vehicle / trailer license No.: \_\_\_\_\_ State: \_\_\_\_\_
3. Make: \_\_\_\_\_
4. Model: \_\_\_\_\_
5. Color: \_\_\_\_\_
6. Year: \_\_\_\_\_
7. Length: \_\_\_\_\_
8. Other information: \_\_\_\_\_

Space occupant has read Agreement, including terms, and agrees to be bound by the terms of the Agreement. Space occupant acknowledges receipt of Daybreak RV Storage Facility Use Policy, and agrees to comply with all terms of the policy.

Signature \_\_\_\_\_

Date \_\_\_\_\_