

Cliff Rose Homeowners Association Recreational Vehicle Parking Agreement

This agreement made this _____ day of _____, 20_____, by and between

_____, who reside(s) within the Association at _____, Prescott, Arizona, herein referred to as the "Owner(s)" and Cliff Rose Homeowners Association, herein referred to as the "Association".

WHEREAS, Owner(s) desires to lease from the Association a recreational vehicle parking space located in the recreational vehicle parking lot (the "RV Parking Lot") maintained by the Association for the use of members of the Association who reside at the Cliff Rose development, and

WHEREAS, the Association desires to lease a recreational vehicle parking space to the "Owner(s) on a month to month basis.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the parties agree as follows:

Article 1

GRANT OF LICENSE, TERM AND TERMINATION

1.1 Owner(s) shall be entitled to the non-exclusive use of the RV Parking Lot and the exclusive use of the parking space therein designated as space number _____ (the "Parking Space") for the parking of the vehicle/camper identified as follows: year _____, make _____, model _____, length _____, license plate number _____ (the "Parked Vehicle"), subject to the terms of this Agreement and of any rules and regulations currently in effect or promulgated by the Association during the term of this Agreement. In the event the Owner(s) desires to park substitute vehicle in the Parking Space, Owner(s) shall first give written notice thereof to the Association and thereafter such vehicle shall constitute the Parked Vehicle. The term of this Agreement shall be on a month-to-month basis commencing on _____, 20_____. Unless earlier terminated by either party pursuant to the terms of this Agreement, upon the expiration of a monthly term hereof, this Agreement shall automatically renew for another month contingent upon the Owner(s) payment to the Association on or before such expiration date of the then current Monthly Fee.

1.2 This Agreement may be terminated as follows:

a.) The Association may terminate this Agreement as follows:

- 1.) Upon written notice to the Owner(s) in the event of the institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of the Owner(s), or for its adjudication as a bankrupt or insolvent.
- 2.) Upon written notice to the Owner(s) in the event that the Owner(s) shall fail to perform or comply with any of the conditions, covenants, or terms of this Agreement or of the Association's Declaration of Covenants, Conditions & Restrictions, Bylaws or Rules and Regulations (the "Association Governing Documents") and if such nonperformance or noncompliance shall continue for a period of ten (10) days after notice thereof by the Association to the Owner(s).
- 3.) Upon written notice to the Owner(s) in the event that the Owner(s) shall fail to pay Association assessments or any other monies due from the Owner(s) to the Association in a timely manner as they become due and owing and if such nonpayment shall continue for a period of ten (10) days after notice thereof by the Association to the Owner(s).

4.) Upon sixty (60) days written notice to the Owner(s) in the event that the Association shall determine in its sole discretion to cease offering the use of the RV Parking Lot to its members who reside at the Cliff Rose development.

b.) The Owner(s) may terminate this Agreement as follows:

1.) Upon written notice to the Association in the event the Association shall fail to perform or comply with any of the conditions, covenants, or terms of this Agreement and if such nonperformance or noncompliance shall continue for a period of ten (10) days after notice thereof by the Owner(s) to the Association.

2.) Upon thirty (30) days written notice to the Association for any reason.

Article 2
MONTHLY FEE PAYMENT

2.1 The Monthly Fee for use of the Parking Space is payable annually or bi-annually as follows: If the Parked Vehicle is twenty-five (25) feet or less in length, including trailer tongue, the Monthly Fee is \$_____ (____ dollars). If the Parked Vehicle is over twenty-five (25) feet in length, including trailer tongue, the Monthly Fee is \$_____ (____ dollars). As full compensation for use of the RV Parking Lot and the Parking Space during the term of this Agreement, the Owner(s) shall pay the Association the monthly amount of \$_____ (the "Monthly Fee"), to be paid in a minimum of six-month increments, January 1 through June 30, and July 1 through December 31. The initial Monthly Fee shall be due and payable at the time of execution hereof and before the Owner(s)'s commencement of use of the Parking Space. Notwithstanding the foregoing, the Association retains the right to increase the Monthly Fee at any time in its sole discretion upon thirty (30) days prior written notice to the Owner(s)

Article 3
ASSOCIATION DESIGNEE

3.1 The Association will from time to time designate one or more individuals as the Association Designee who will be authorized to communicate with the Owner(s) regarding the terms and conditions of this Agreement. The Association Designee is Rudy Duarte, telephone number 928-227-2539. The Association may from time to time notify the Owner(s) in writing of a change in the identity of the Association Designee and the Owner(s) shall thereafter communicate with the new designee.

Article 4
NOTICES

4.1 All notices, demands, and requests by the Owner(s) to the Association shall be in writing and shall be effectively served if sent by registered, certified or express mail, postage prepaid and return receipt requested to the Association at:

Cliff Rose Homeowners Association
Treasurer
P.O. Box 10831
Prescott, AZ 86304

or to such other Association Designee and address as the Association shall hereafter designate in writing to the Owner(s).

4.2 All notices, demands, and requests by the Association to the Owner(s) shall be in writing and shall be effectively served if sent by registered, certified or express mail, postage prepaid and return receipt requested to the Owner(s) at:

Name _____

Address _____ (Permanent residence)

City, State & Zip _____

or to such other address as the Owner(s) shall hereafter designate in writing to the Association.

4.3 All notices made in compliance of this Article shall be effective upon mailing.

Article 5
WAIVER OF RIGHTS

5.1 The terms and conditions of this Agreement may be waived by either party only in writing signed by the party waiving such terms or conditions. A waiver shall be effective only in the specific instance and for the specific purpose given and shall not be construed as a waiver of the waiving party's rights with respect to any subsequent occurrences under this Agreement. Mere delay or failure to act shall not be deemed a waiver of a party's rights under this Agreement and shall not preclude the exercise of any of a party's rights or remedies hereunder.

Article 6
MISCELLANEOUS

6.1 The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, paid or incurred by such prevailing party in the enforcement of any of the prevailing party's rights under this Agreement.

6.2 The time for performance of any obligation of the Owner(s), under this Agreement, shall be of the essence.

6.3 All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties hereto. The Owner(s) may not assign its rights or obligations under this Agreement without the prior written consent of the Association.

6.4 This Agreement is being executed in and is intended to be performed in the State of Arizona, and shall be construed and enforced in accordance with the laws of such state.

6.5 This instrument contains the entire agreement between the parties with respect to the covenants and promises contemplated herein, and may be amended only in writing, signed by the parties.

6.6 The Owner(s) hereby expressly agrees to abide by all of the rules pertaining to parking spaces as they pertain to the Parking Space.

6.7 The RV Parking Lot and the Parking Space shall only be used by the Owner(s). The right of the Owner(s) pursuant hereto to use the RV Parking Lot and the Parking Space shall not be used by, or assigned to, any other person.

6.8 Wherever the context of this Agreement so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Article 7
INDEMNIFICATION PROVISIONS

7.1 The Owner(s) agrees to indemnify and hold the Association harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys’ fees for the defense thereof, arising from the Owner(s) or the Owner(s)’s employees, agents, servants, invitees, and customers use of the Parking Space or the RV Parking Lot. The Association is providing the Parking Space and the RV Parking Lot “as is” and shall not be responsible for any existing or hereafter arising conditions affecting the Parking Space or the RV Parking Lot.

7.2 The Owner(s) hereby indemnifies the Association against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the use of the Parking Space or the RV Parking Lot by the Owner(s) or the Owner(s)’s employees, agents, servants, invitees, and customers. The Owner(s) hereby indemnifies the Association against all liability and loss incurred by the Association, including, but not limited to, expenditure of attorneys’ fees, or the Owner(s)’s breach of this section.

7.3 In the case of any action or proceeding brought against the Association by reason of any claim identified in the Agreement, upon notice from the Association, the Owner(s) covenants to defend such action or proceeding by counsel satisfactory to the Association. No settlements of any such action or proceeding shall be made by the Owner(s) without the prior written consent of the Association. If the Owner(s) fails to defend any action or claim brought against the Association, the Association may provide its own defense and the Owner(s) shall pay upon demand all of the Association’s costs, charges, and expenses, including reasonable attorneys’ fees.

7.4 The Association shall not be liable to the Owner(s) and the Owner(s) waives all claims for damage to person or property (including without limitation the Parked Vehicle and any of the contents thereof or accessories thereto) sustained for whatever cause by the Owner(s) or the Owner(s)’s employees, agents, servants, invitees, and customers resulting from any defects in the Parking Space or the RV Parking Lot or from the Owner(s) or the Owner(s)’s employees, agents, servants, invitees, and customers use of the Parking Space and the RV Parking Lot.

7.5 The Owner(s) shall not be responsible to the Association for damages to Association’s property caused by Acts of God or the gross neglect of the Association.

Article 8
MAINTENANCE OF THE PARKING SPACE

8.1 The Owner(s) shall be responsible for the maintenance and cleaning of the Parking Space and shall not use such space as a storage area. The Parking Space is intended for use as a parking area only. The Parking Space shall be used for the parking of only the Parked Vehicle which shall at all times be duly licensed and insured.

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first above written.

Owner’s Signature (s)

Print name: _____

Phone: _____

Email: _____

Cliff Rose Homeowners Association

By: _____

Its: _____

Parking Lot Information

Mail (and fill out) check with future payments to January (or June) to Cliff Rose Homeowners Association, c/o Treasurer, P.O. Box 10831, Prescott, AZ 86304. Also, include on the check the space, months covered (July to December 20____) and length of RV.

When leaving the lot, be sure to lock the gate by using the gate latch and the chain, putting the pad lock through both. Be sure to spin the lock tumblers from combination.

Place your RV as far back in the assigned space as safely possible. For the lessee assigned a space on the south side of the lot, it may be necessary to allow the RV to overhang the hill so that the front of the RV does not extend beyond the white plate markers. Be especially cautious parking on south side of RV lot.

Center your RV from side to side in the assigned parking space. Use the white markers and rear white markers (red reflector) to center your RV, centering on the number on fence (most spaces are on an angle). Your RV must not extend over the front white markers.

The RV described in your contract should be the RV in the space. Do not place other items (bicycles, motorcycles, tool boxes, etc.) within your assigned space without prior written approval of RV Lot Designee.

Thank you for observing these rules of courtesy. If you have any questions, contact the Association Designee in parking agreement.

Supplement to Parking Agreement

Cliff Rose Homeowners Association Recreational Vehicle Agreement Amendment 1

In accordance with Article 6, Subparagraph 6.5, the PARKING AGREEMENT for Space Number _____ is amended as follows: This space is being licensed for use by a vehicle that is not classified as a Recreational Vehicle (motor home, travel trailer, or ATV). The PARKING AGREEMENT for this space will be terminated in accordance with Article 1, Subparagraph 1.2, if the following conditions are met:

- (1) The Cliff Rose Recreational Vehicle Parking Lot is fully licensed and there are no spaces available, and
- (2) A Cliff Rose homeowner requests a space in the Cliff Rose Lot to park a defined Recreational Vehicle.

Upon termination any licensing fees that have been paid in advance will be refunded on a prorated basis.

By signature hereto I understand and will abide by the conditions of this amendment.

Homeowner Signature(s) _____ / _____ Date _____