

MALLARDS' LANDING ASSOCIATION

200 Union Road
Belmont, NH 03220
www.mlanh.org

CONTAINMENT AREA RULES AND REGULATIONS

January 2020

THE AREA OUTSIDE BIRCH HALL IS NOT AVAILABLE FOR VEHICLE STORAGE.
THIS IS AVAILABLE FOR TRANSIENT PARKING ONLY.

Containment (Storage) Area

1. **Access:** The access to the area will be from 8 am to 8 pm daily. There will be a key lock installed and members will be given a key after all permits are paid. There will be a key override for the town. If the storage fee is not paid by April 15 each year, contents of the site will be subject to removal within fourteen (14) days or sold. Replacement keys will be provided for a nominal fee of five (5) dollars.
2. **Management:** The sites will be offered on a space available basis. Once you have been assigned a site you will be guaranteed to have one of the approximately 60 sites in the future. However you are not guaranteed the same spot every year. If the need arises to move your contents to a new site you must do so within fourteen (14) calendar days from the date of notification. There will be a waiting list if necessary. If there are extra sites available, a member may have more than one site; however if a waiting list occurs, the member must give-up the extra site and the vacated site will be assigned to the first person on the wait-list. The containment chairperson reserves the right to reposition items in the storage area as necessary.
3. **Site Rentals:** Site rental is for a one-year period commencing April 15th. No prorated refunds will be refunded unless your Mallards Landing Association membership is transferred to another party (your unit is sold) and another member assumes the rental site.
4. **Inspection Requirements:** Per town requirements, a thorough individual inspection must be done once per year. In addition, members of the Containment Area Committee, at its sole discretion, may perform cursory inspections on a more frequent basis. This will be done by a member of the committee on a specific form supplied by the committee. An email will be forwarded to the board listing who did the inspection, the date and time inspected, and the results (if any). The board will maintain the files. In case of emergency, appropriate action will be taken.
5. **Marking of Sites:** Signage will be installed on fences for the numbers of the sites. Snow stakes, or the like, will delineate individual sites. Note: Site sizes may not be the exact footage specified.
6. No permanent or temporary structures are to be erected on any site within the containment area.
7. Sites are only for the use of Mallards Landing Association members in good standing.

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8. **Items stored without permission on another member's containment site must be removed within fourteen (14) days of written notification. If items are not removed after written notification they will be physically moved at a minimum charge of \$50 and located in Trailer Jail with an additional rental charge of a minimum of \$100 per month.**
9. **The member of record for the site is responsible for reporting to a member of the Containment Area committee or member of MLA Board ALL ARTICLES STORED, including those in a sublet; failure to do so may result in revocation of Containment Area site privileges.**
10. The storage area shall be used only for the storage of personal property owned by the MLA members – no commercial vehicles or properties are allowed in the containment area. Mallards Landing is not responsible for the kind, quality, or value of any goods stored by the occupant pursuant to this agreement. The member further agrees that the area assigned will not be used to conduct business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the leased site. The storage of corrosive materials, perishable items (including food), unregistered vehicles (including but not limited to automobiles, motorhomes, boats, jet skis, snowmobiles), contaminants and pollutants including any illegal or stolen property, explosive or improperly stored flammable items, animals, items which give off noxious odors, hazardous materials or waste or other inherently dangerous material is prohibited. Members found storing any of the materials listed above will be required to remove them immediately. If the member does not take appropriate action within five calendar days of notification, Mallards Landing Association reserves the right to take whatever action necessary for the health and safety of our membership. All expenses incurred by Mallards Landing for the removal of materials will be done at the total expense of the member leasing the site.
11. All motorized vehicles including but not limited to automobiles, motorhomes, boats, jet skis, snowmobiles must have current license(s) and current inspection sticker. **Motorized vehicles (as listed) without current license and inspection sticker are prohibited and member will be given written notice to remove within fourteen (14) calendar days of notification.**
12. Shared Sites: Sites may be sublet to other MLA members, the member of record must be designated as the primary renter of the site. This member is responsible for the contents of the entire site. The secondary party is not guaranteed a site from year to year. The same rules apply to all articles stored during a sublet. **The member of record for the site is responsible for reporting to a member of the Containment Area committee or member of MLA Board ALL ARTICLES STORED, including those in a sublet; failure to do so will result in withdrawing the sublet option and possible revocation of Containment Area site privilege**

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13. Sale of Membership: The entire contents of your containment area site must be removed fourteen (14) days prior to finalizing the sale of your membership.
14. Complaints: All complaints must be forwarded in writing and signed by the member to a member of the Board of Directors.
15. Insurance: Mallards Landing Association assumes no responsibility or liability under any circumstances for loss, theft, or damage to member's property stored or located at the containment site. Members use Mallards Landing Association facility to store property at member's own risk. Mallards Landing Association carries no insurance to cover any loss, theft or damage to member's property. Mallards Landing Association highly recommends that members provide their own personal insurance to protect against any loss, theft or damage to the member's property. **Member hereby waives any claim against Mallards Landing Association for any loss, claim or damage to property stored in Containment Area site.** Nothing herein shall constitute any agreement or admission by Mallards Landing Association that member's property has any value, nor shall anything alter the release of Mallards Landing Association's liability under this agreement.
16. Mallards Landing Association, at its sole discretion, can deny a storage site to a member.
17. Pets: Pets are not allowed in the containment area.
18. **All vehicles / materials stored in the MLA Containment Area must have member's name and site number visibly marked on items stored. In the case of a sublet the member of record is responsible for total compliance.**
19. **No tires are to be used as a support system in the Containment Area. After 15 June 2009 any tires discarded or "hanging around" will be recycled at the expense of the member of record.**
20. **Any member in violation of the above rules may be subject to fines and revocation of Containment Area site in which case items stored must be removed within fourteen (14) days of written notification and failure to comply will result in items being disposed of at member's expense.**

Rules listed above are subject to change as needed.

Revision: January 2020