

**POLICY AND AGREEMENT REGARDING TEMPORARY PLACEMENT OF  
REFUSE DUMPSTERS AND STORAGE CONTAINERS ON PVCA PROPERTY**

This policy and agreement sets forth the rules and regulations regarding the authorization of and temporary placement, use and maintenance by Unit Owners of refuse dumpsters and/or storage containers on PVCA Property during the performance of renovations to their units.

1. Unit Owner Notice: Unit Owners must provide no less than two (2) weeks notice to PVCA of their need to temporarily place a refuse dumpster and/or storage container on PVCA Property during the performance of renovations to their units.
2. PVCA Authorization: Upon receipt of timely notice, PVCA shall provide authorization for the temporary placement by Unit Owners, at their sole cost and expense, of a refuse dumpster and/or storage container on PVCA for a renewing period of thirty (30) days, such period not being renewable for more than ninety (90) days, unless extraordinary circumstances prevail and are documented by the Unit Owner and approved by PVCA. Without the authorization of PVCA, which shall only be granted during the time of renovation to a unit, a Unit Owner may not place a refuse dumpster or storage container on PVCA Property.
3. Number and Size Limitations on Authorization: During any period for which permission of PVCA has been provided, Unit Owners may temporarily place in the PVCA Utility Area no more than one (1) refuse dumpster not exceeding 40 feet in length, and/or no more than one (1) storage container not exceeding 40 feet in length at any one time. At no time shall any one Unit Owner temporarily place more than one (1) refuse dumpster and one (1) storage container on PVCA Property. In order to accommodate the needs of all Unit Owners, in the event more than one Unit is under renovation at any one time, PVCA reserves the right to limit each Unit Owner to no more than one (1) refuse dumpster or storage container (versus one of each) at a time.
4. Location Limitations on Authorization: (a) Except as specified in paragraph 4(b), Unit Owners shall not place a refuse dumpster and/or storage container in the parking lot area (Condo Road), and shall only temporarily locate such refuse dumpster and/or storage container in the portion of the PVCA Utility Area designated by PVCA after receipt of the Unit Owner's notice. The PVCA Utility Area is accessible from Coki Point Road. Delivery and pick up of the refuse container and/or storage container must be made Monday through Friday, between 7:00am and 3:30pm. To arrange for the Coki Point Road entrance gate to the Utility Area to be opened, Unit Owners must contact PVCA no less than 48 hours prior to delivery by calling the office at 340-777-7311 (Wednesdays or Fridays between

3:00pm and 6:00pm) or calling Malcolm at 340-626-6928 (Monday to Friday, 7:00am to 3:30pm).

(b) During the demolition phase of the renovation of any unit, with two (2) business days prior notice to the PVCA, a Unit Owner may locate a refuse dumpster in the area of the PVCA parking lot area closest to their unit provided that (i) such temporary location of the refuse dumpster in the PVCA parking lot shall not exceed five (5) days, Monday to Friday only, (ii) the refuse dumpster is delivered each morning and removed each afternoon (under no circumstances may the refuse dumpster remain in the PVCA parking lot overnight), (iii) only one refuse dumpster may be located in the PVCA parking at a time, thus in situations where more than one unit is under renovation, it will be the responsibility of the renovating Unit Owners to coordinate the timing of their respective dumpsters for the removal of their demolition materials. After the expiry of the five (5) day period above, all refuse dumpsters must be located pursuant to paragraph 4(a).

5. Use and Maintenance of Unit Owner's Containers: During the period of time that any Unit Owner shall have a refuse dumpster and/or storage container temporarily placed on PVCA Property, such Unit Owner, their contractors, employees and agents shall:
  - a. Use the access bridge at the end of Condo Road to access the dumpster and/or container for dumping of refuse or retrieve materials in storage;
  - b. Not dispose of hazardous materials in the refuse dumpster;
  - c. Not store hazardous materials in the storage container;
  - d. Maintain the cleanliness and appearance of the path used to access and transport materials to and from such dumpster and/or container area and the area surrounding such containers;
  - e. Transport materials to and from the refuse dumpster and/or storage container in a manner that does not disturb the peaceful enjoyment of other Unit Owners use of the PVCA Property and their respective units;
  - f. Restore the area of the PVCA Utility Area to its prior condition after removal of the refuse dumpster and/or storage container, if any disruption to the area is caused by the maintenance of such in the area; and
  - g. When deemed necessary or appropriate, shall maintain a cover on the refuse dumpster in order to avoid distribution of the refuse by weather conditions.
  
6. PVCA Refuse Collection Points and Refuse Container: Unit Owners renovating their units are reminded that the refuse containers placed around the PVCA Property are for "kitchen refuse" only and are not to be used for the disposal of construction or demolition materials. Additionally, PVCA maintains its own refuse dumpster in the PVCA Utility Area and such container is for the sole use of PVCA and no Unit Owner shall dispose of construction or demolition debris from their unit in such PVCA dumpster without the express prior written consent of PVCA.

7. Indemnification of PVCA by Unit Owner: During the period of time that any Unit Owner shall have a refuse container and/or storage container temporarily placed on PVCA Property, such Unit Owner agrees to completely defend, indemnify and hold harmless PVCA, its officers, directors and Unit Owners (other than the Unit Owner placing such containers on PVCA Property) from and against any and all PVCA, Unit Owner (other than the Unit Owner placing such containers on PVCA Property) and third party suits, claims, acts, liabilities, demands, damages, expenses and losses of any kind or nature, including, without limitation, those resulting from death, personal injury, illness or property damage arising directly or indirectly from the delivery, placement, maintenance, use and storage of such dumpster and/or container on PVCA Property and the materials within or placed within such dumpster and/or container while on PVCA Property. Under no circumstances shall PVCA have any liability for the security, protection and maintenance of the Unit Owner's dumpster and/or container or the contents thereof. Any costs or liabilities incurred by PVCA directly or indirectly arising from a Unit Owner placing, maintaining or use of a refuse dumpster and/or storage container on PVCA Property or from the violation by the Unit Owner, their contractors, employees and agents of the terms and conditions of PVCA's conditions of authorization for such placement detailed herein may be reduced to a special assessment liability of the Unit Owner to whom authorization was provided, and such Unit Owner hereby consents to such special assessment.

I have read and understand all the rules and regulations regarding the authorization of and temporary placement, use and maintenance of refuse dumpsters and/or storage containers on PVCA Property and agree to abide by and ensure that my contractors, employees, and agents abide by the same. In addition, I specifically agree to the assumption of the indemnification obligation and consent to the special assessment provision, each as set forth in paragraph 7 above.

Unit Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Name

**NOTE:** A complete copy of this Policy must be printed, initialed on each page, signed by all owners of the subject Unit, and delivered to PVCA no less than 48 hours prior to the delivery of the refuse dumpster and/or storage container onto PVCA property. If it is initially sent by facsimile, the original signed copy must be subsequently mailed to PVCA and received within 5 business days of the delivery of the refuse dumpster and/or storage container onto PVCA property.