

PEACHTREE WALK CONDOMINIUM ASSOCIATION, INC.



PEACHTREEWALK
♦A CONDOMINIUM♦

ELECTRIC VEHICLE (EV) CHARGING STATION POLICY & USAGE AGREEMENT

This Policy establishes the rules, fees, responsibilities, and procedures governing the use of the Electric Vehicle (EV) Charging Stations located at Peachtree Walk Condominiums. The Board of Directors reserves the right to amend, modify, suspend, or terminate this Policy at any time upon ten (10) business days' written notice to Owners and Occupants.

Eligibility and Permit Requirements

EV charging station privileges are available only to Unit Owners and approved Occupants who own or regularly operate an electric vehicle.

The Unit Owner is responsible for ensuring that all Occupants, Tenants, family members, guests, or other authorized users comply with this Policy. The Unit Owner remains financially responsible for all charges, damages, fines, and violations associated with the use of the EV charging stations.

Each authorized user must:

- Execute this EV Charging Station Usage Agreement.
- Receive an assigned EV charging station key from Management.
- Remain in good standing with the Association.

Monthly Fee and Billing

A **monthly EV charging station fee of \$30.00** will be assessed to the Unit Owner's Association account and billed with the monthly HOA assessments.

- Payment is due on the first (1st) day of each month.
- All fees are subject to the Association's Collection and Delinquency Policies.

Revised: June 17, 2026

- Failure to pay the monthly fee may result in the immediate suspension of EV charging privileges.
- Vehicles parked in EV charging spaces without an active agreement or while privileges are suspended may be subject to booting and/or towing at the vehicle owner's expense.

While a Unit Owner may arrange for reimbursement from a Tenant or Occupant, the Unit Owner remains solely responsible to the Association for all fees.

Fee Adjustments

The monthly EV charging station fee is established by the Board of Directors and may be adjusted periodically to account for increases in electricity costs, maintenance expenses, equipment replacement costs, administrative expenses, or other operational considerations.

The Association shall provide written notice of any fee adjustment at least ten (10) business days before the effective date of the change.

Continued use of the EV charging stations following the effective date of any fee adjustment shall constitute acceptance of the revised fee.

Charging Station Location

Peachtree Walk maintains three (3) designated EV charging spaces located in the A Building Resident Parking Garage (P1). Users are expected to utilize the charging stations courteously and cooperatively.

Courtesy Requirement

Upon completion of charging, users shall promptly relocate their vehicle to a standard parking space to allow access for other residents.

Charging Time Limits

To ensure fair access to the EV charging stations, vehicles may occupy an EV charging space only while actively charging.

- Charging sessions are **limited to a maximum of twelve (12) consecutive hours**.
- Vehicles must **be moved within one (1) hour after charging** is complete.

- Vehicles left in an EV charging space beyond the permitted charging period or after charging has been completed may be subject to fines, booting, and/or towing at the vehicle owner's expense.
- The Association reserves the right to modify charging time limits as usage demands change.

Parking Restrictions

EV charging spaces are reserved exclusively for **authorized users actively charging an electric vehicle**.

The following are prohibited:

- Parking an EV in a charging space without actively charging.
- Parking a non-electric vehicle in an EV charging space.
- Using an EV charging space as a permanent or overnight parking space when charging is not required.
- Blocking access to charging equipment or adjacent EV charging spaces.

Any vehicle parked in violation of these restrictions may be fined, booted, or towed without further notice in accordance with Association policies.

Waitlist and Allocation of Charging Privileges

The Association reserves the right to establish and maintain a waitlist for EV charging station access, due to the limited number of charging stations.

- Charging privileges shall be granted on a first-come, first-served basis, subject to availability.
- Owners must submit a completed EV Charging Station Usage Agreement and provide proof of EV ownership or use before being added to the waitlist.
- Charging privileges are not transferable between Units, Owners, Occupants, or Tenants.
- Upon sale of a Unit, termination of a lease, or cancellation of participation in the program, charging privileges shall automatically terminate and be offered to the next eligible applicant on the waitlist.

- The Board reserves the right to establish additional procedures governing waitlist administration and priority assignments.

Use Restrictions

The following are strictly prohibited:

- Sharing keys with unauthorized individuals.
- Allowing another person to use your assigned key or charging privileges.
- Cost-sharing arrangements involving unauthorized users.
- Tampering with, modifying, or misusing charging equipment.
- Using the charging station for any purpose other than charging an electric vehicle.

Damages and Liability for Repairs

Any damage to the EV charging equipment, associated infrastructure, power supply, locks, keys, or related components caused by an Owner, Occupant, Tenant, guest, or invitee shall be the sole responsibility of the Unit Owner.

The Association reserves the right to assess the full cost of repairs, replacements, labor, administrative expenses, and any related costs to the responsible Unit Owner's account.

In addition, violations may be subject to fines and enforcement actions pursuant to the Association's Violation Enforcement Policy.

Violations and Fines

Violations of this Policy may result in:

- Suspension or revocation of EV charging privileges.
- Fines of \$25.00 per day for continuing violations.
- Assessment of any costs incurred by the Association as a result of the violation.

Nothing herein limits the Association's right to pursue additional remedies available under the Governing Documents or applicable law.

Lost, Stolen, or Unreturned Keys

Each approved user will be issued one (1) EV charging station key.

- **Lost or misplaced keys may be replaced for a fee of \$100.00**, provided there is no evidence of misuse or unauthorized sharing.
- If Management determines that a key was intentionally shared, duplicated, transferred, or otherwise used in violation of this Policy, additional fines and enforcement actions may apply.
- Upon termination of charging privileges, sale of the Unit, move-out, or cancellation of this Agreement, the key must be returned to Management.
- **Failure to return the key within three (3) days of written demand, move-out, or termination of privileges will result in a \$300.00** replacement charge being

Release, Waiver, and Indemnification

As consideration for being granted access to the EV charging stations, the Owner and all authorized users acknowledge and agree that use of the charging stations is voluntary and at their own risk.

The Owner, Occupant, Tenant, and all authorized users hereby release, waive, discharge, and covenant not to sue the Association, its Board of Directors, officers, managers, employees, agents, committee members, and representatives from any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses arising out of or related to the use of the EV charging stations, including but not limited to personal injury, death, property damage, vehicle damage, electrical issues, equipment failure, or interruption of charging services.

The Owner further agrees to defend, indemnify, and hold harmless the Association, its directors, officers, employees, agents, and representatives from and against any claims, damages, liabilities, costs, expenses, and attorneys' fees arising from or related to the Owner's, Occupant's, Tenant's, guest's, or invitee's use of the EV charging stations.

The Board of Directors reserves the right, in its sole discretion, to suspend or revoke EV charging privileges for violations of this Policy, safety concerns, non-payment, misuse, or any conduct deemed detrimental to the Association. EV charging privileges are a revocable license and not a deeded or assigned parking right.

EV CHARGING STATION USAGE AGREEMENT

Owner Name & Unit Number: _____

Occupant/Tenant Name (if applicable): _____

Vehicle Make/Model: _____

Vehicle License Plate Number: _____

By signing below, I acknowledge that I have read, understand, and agree to comply with the Peachtree Walk EV Charging Station Policy and Usage Agreement. I further acknowledge that failure to comply may result in fines, suspension of privileges, assessment of damages, towing, and other enforcement actions as permitted by the Association's Governing Documents. EV charging privileges are a revocable license and not a deeded or assigned parking right.

OWNER / AUTHORIZED USER

Signature: _____

Printed Name: _____

Date: _____

ASSOCIATION PROPERTY MANAGER

Signature: _____

Printed Name: _____

Date: _____