

**RECREATIONAL VEHICLE PARKING PERMIT POLICY FOR SURFSIDE III
CONDOMINIUM OWNERS' ASSOCIATION, INC.**

Approved by the Board of Directors Effective 11/9/19

The Board of Directors (the "Board") of Surfside III Condominium Owners' Association, Inc. (the "Association"), after discussion and submission of the proposed policy for comment by the Association's members in accordance with procedures prescribed by law, adopts as the official policy of the Association relating to Recreational Vehicle Parking Permit Policy by the Association, effective as of the date so indicated above.

RECREATIONAL VEHICLE PARKING PERMIT POLICY

TERMS AND CONDITIONS

The granting of a permit pursuant to this Policy and Application entitles the homeowner (in good standing with all matters relating to the COA) or tenant the limited use of an assigned RV parking space on a first come first serve basis. This permit is valid for a period not to exceed the expiration date of the current DMV registration or as further determined by the COA Board.

Applicant is required to submit the following documentation:

1. Signed Recreational Vehicle Parking Permit Application
2. Homeowner Letter of Permission for tenants, if applicable
3. Current DMV Registration for all vehicles, including trailers
4. Current Insurance Identification for all vehicles, including trailers
5. CHP approval of trailer if applicable

PERMIT RENEWALS

Permits expire when the registration and/or insurance expires for the vehicle(s) parked in the lot or as determined by the COA Board. Renewal permits may be issued upon the submission of the current registration and/or insurance to the Association. Permit requirements must be met prior to a renewal being issued. Failure to comply could result in forfeiture of the assigned space and any vehicle parked in the lot may be towed at the vehicle owner's expense.

WARNING: *If at the end of 30 days the current registration and insurance is not submitted, the RV space will be forfeited, and all vehicle(s) must be removed or the vehicle(s) may be towed at owner's expense. Homeowners or tenants unable to comply with the permit conditions may reapply with required documents for a RV parking permit.*

RECREATION VEHICLE POLICY

The monthly Recreational Vehicle Parking Permit fee as determined by the COA Board Posted Fees will not be prorated for any portion of a month, regardless of the amount of time your vehicle(s) is to be parked in the lot. All spaces are reserved for Recreational Vehicle use only.

"Recreational Vehicles" are defined as:

1. Motor Homes
2. Travel Trailers and Fifth Wheels
3. Camper installed onto a Pick-up Truck
4. Camping Trailers
5. Boats and Boat Trailers
6. Toy Trailers (specialty vehicle used to transport other recreational vehicles)
7. Modified trailers to house solar panels for charging a fully electric recreation vehicle which complies with all other rules and regulations. Trailer must be approved by CHP as street legal as permanently modified with the solar panels attached.

Commercial and utility vehicles, standard passenger vehicles, pick-up trucks, pick-up trucks with shells, motorcycles and other vehicles used for normal transportation are not considered RV's and are not permitted to be parked in the RV parking area.

All "Recreational Vehicles" must be in obvious operable condition at all times. Owners are aware the Association assumes no liability for recreational vehicles, trailers, solar equipment or other equipment attached to the vehicles/trailers parked in the RV parking lot, or any other personal property. Authorized vehicles parked in unassigned spaces will be subject to the violation process pursuant to the current policy of the Board of Directors.

Homeowners are responsible for the actions of their guests, tenants and tenants' guests as it relates to their recreational vehicle. If there are no spaces available at the time your completed application is submitted you will be placed on a waiting list which has a first come, first serve basis policy.

All Recreational Vehicles parked in the RV lot must:

- ◆ Be mechanically maintained to avoid fluid spills and be free of oil leaks
- ◆ Be kept in a clean and neat condition
- ◆ Be kept clear of trash and other personal storage items
- ◆ Present no safety hazards

Boats are to be covered at all times. Trailers are to be secured with wheel chocks and adequately supported by a piece of wood or other approved material under the tongue to ensure no damage is done to the parking lot surface. Permits will not be issued to pick-up trucks or automobiles with the exception of Pick-up Trucks with RV-type campers installed.

Two recreational vehicles are allowed to be parked in one Recreational Vehicle Parking Space as long as the vehicles do not encroach onto the adjacent areas or onto the access travel way of the parking lot as determined by the COA Board. The dimensions of a RV Parking Space are approximately 23'4" long and 10'8" wide.

Recreational Vehicles or parking spaces are not to be used for storage of any personal property or for occupancy either temporary or permanent.

LICENSE ONLY

The RV Parking Permit is a license only and creates no interest in the COA real property. Resident's right to use the parking space is based upon this Policy and any Permit issued, and not the Residents occupancy of a unit in the COA.

TERMS

The Permit shall be terminated immediately and without notice upon the occurrence of any of the following events:

1. 30 days after written notice by either party for any or no reason, or;
2. Termination of Residents occupancy of a unit at Surfside III, or;
3. A violation of this Policy by the owner/tenant, or;
4. Failure to submit all required paperwork to the Association.

REMOVAL

Upon the expiration or early termination of the Permit, Homeowner or tenant shall immediately remove all recreational vehicles from the RV Parking lot or be subject to towing and removal thereof at the owner's expense.

ASSOCIATION NOT LIABLE

The Owner/tenant agrees that his/her use of the parking space is at his/her own risk. The sole obligation of the Association is to maintain the parking lot and make parking spaces available to the Owner/tenant in accordance with the Declaration of Covenants, Conditions and Restrictions for the COA. The Association does not provide security of any form. The Association shall not be liable in any way whatsoever for:

- (a) Theft of or from the recreational vehicle to be parked on the lot.
- (b) Damage to the recreational vehicle to be parked on the lot resulting from acts of God, vandalism, intentional acts of vandalism, or the negligence of third persons.
- (c) Any other reason whatsoever except the intentional acts or gross negligence of the duly authorized representatives and agents of the Association. This Association is not liable for the individual acts of its members.

**ALL INFORMATION MUST BE PROVIDED
BEFORE PERMIT WILL BE ISSUED**

Surfside III Condominium Owners' Association, Inc.

RECREATIONAL VEHICLE PARKING PERMIT APPLICATION

UNIT OWNER CONTACT INFORMATION

NAME: _____ UNIT: _____

TEL/HOME: () _____ TEL/WORK: () _____

CELL: () _____ EMAIL: _____

MAILING ADDRESS: _____
NUMBER STREET CITY, STATE ZIP

- I am the owner of the unit and the owner vehicle owner and I give permission to charge my account the monthly space fee as determined by the COA Board Posted Fees.
- My tenant is the vehicle owner and I give my permission to charge my account the monthly space fee as determined by the COA Board Posted Fees. (Tenant contact information must be completed)

SIGNATURE: _____ DATE: _____

TENANT CONTACT INFORMATION

NAME: _____ UNIT: _____

TEL/HOME: () _____ TEL/WORK: () _____

CELL: () _____ EMAIL: _____

MAILING ADDRESS: _____
NUMBER STREET CITY, STATE ZIP

VEHICLE(S) DESCRIPTION

- Motor Home Boat & Trailer Camper Truck w/ Camper
 5th Wheel RV/Enclosed Toy Trailer Solar Panels

VEHICLE #1

MAKE: _____ MODEL: _____ LICENSE: _____

YEAR: _____ COLOR: _____ LENGTH: _____

VEHICLE #2

MAKE: _____ MODEL: _____ LICENSE: _____

YEAR: _____ COLOR: _____ LENGTH: _____

DOCUMENTATION

I have enclosed the following required documentation:

- Department of Motor Vehicles Registration
- Insurance Certificate
- Completed and Signed Application and proof of CHP approval if applicable

RESIDENT INDEMNIFICATION

Resident agrees to indemnify and hold the Association and its Members harmless from:

- a) Any judgment, demand, loss, damage or other claim (including the Association's reasonable attorney's fees) with the COA; and
- b) Resident's violation of any provision of this Policy and/or any other governing document of the COA.

Additionally, I agree to allow the Association's Management Company to assess my account the fee determined by the COA Board from this date forward until this permit is terminated.

DATE: _____ NAME: _____

PLEASE SIGN AND PRINT YOUR NAME CLEARLY

UNIT: _____

FOR OFFICE USE ONLY		
RV SPACE #:	PERMIT #(S):	# OF VEHICLES:
DMV EXPIRATION:	INSURANCE EXPIRATION:	
STATUS:	<input type="checkbox"/> OWNER	<input type="checkbox"/> TENANT