



Surfside III
Condominium Owners' Association, Inc

CLUBHOUSE

At the April 10, 2021 Board meeting, a discussion was held on the future opening of the Clubhouse. The Board will wait till June 2021 to take appropriate action once it is known what State health regulations are implemented at that time. One of the major issues for not opening the Clubhouse is that the COA does not have insurance to protect itself against virus contamination claims.

It is estimated that the labor cost to open the Clubhouse for five hours a day would be around \$100,000/year or about \$26/unit/month since it would take three additional dedicated staff members to sanitize, provide security and monitor the reservation system based on today's health guidelines.

NOTICE OF PROPOSED CHANGE TO THE RULES & REGULATIONS
D. BALCONIES AND PATIOS RULE 5

At the August 2020 Board Meeting, the Board started the process of reviewing Surfside III's Rules & Regulations. Each rule is being reviewed to see if it is still appropriate and enforceable, and if not, then revisions are being discussed.

In January 2021, the Board discussed changing Rule 5 to allow fire pits to be used in the complex.

The existing Rule 5 states: *Gas/propane barbeques which are maintained in good condition are permitted. All open-flame barbeques/smokers utilizing wood, charcoal or any other similar fuel are prohibited on patios and balconies.*

Upon further investigation with the COA's insurance company to see if its policy covered damage caused by fire pits, it was found that the California Fire Code and the COA's insurance coverage do not allow open flame cooking devices on combustible balconies as well as requiring ten feet of clearance between active grills and combustible construction.

To comply with both the California Fire Code and the COA's insurance policy requirements, the following modification to the Rules and Regulations D. Balconies and Patios Rule 5: "Gas/propane grills, charcoal grills, fireplaces, fire pits, heat lamps and other heat producing devices including their fuel source are prohibited to be used/stored on any condo building balcony. These heat producing devices including their fuel source may be used/stored in the town home patios as long as they are located a minimum of 10' away from the town home structure." is proposed. This revision was approved by the Board at the April 10, 2021 Board meeting to be sent to the owners for the required 28-day review period.

A preliminary count of the number of BBQ equipment in the complex is eighty. To comply with the State and insurance policy requirements, all such equipment will need to be removed from the condo building balconies and the town home patios. If this type of equipment can be located at least 10' away from the town home structure, then the equipment will be allowed to remain.

Please provide any comments regarding this proposed change to the Andy Santamaria, Board President, a67sand@aol.com by **Noon June 3, 2021**.

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Surfside III
Condominium Owners' Association, Inc

SURVEY

The existing CC&Rs, Article V Section 1 E. states: (Board is) *to maintain all improvements thereon in good, clean, attractive, and sanitary order and repair.*

Currently, the COA does not allow lights to be placed on the patios and balconies of the town homes and condo units except decorative lights during certain times such as Halloween, Christmas, Easter, etc.

During the past year when enforcement of this rule was sporadic due to staff working from home, several residents did install lights on their balconies and patios. Since guidelines for light installations do not exist: the types of lights being installed varied from: solar powered; to strung across the railings; to blinking; to multi-colored; to high intensity; to low voltage, etc.

A past Board determined that lights on the units' patios and balconies were not attractive and therefore no lighting guidelines were established, and lights were prohibited except at certain festive times. What is attractive to one owner may not be to the liking of another owner.

Therefore, the reason for this survey is to provide direction to the Board as to the enforcement of lights on condo units and town homes.

Please send your comments to the Board President at a67sand@aol.com by **Noon May 7th** as to whether to 1) Keep enforcing the no-lights rule as stated 2) Allow approved lights to be placed on units using the Architectural Application process. In your comments, please provide your preference as to what types, colors, intensity of lights could be approved.

The Board will discuss this matter at the May 8th virtual Board Meeting. (1-844-854-2222 Toll free – Access Code 822680#)

RECREATIONAL VEHICLE PARKING PROGRAM

At the April 10, 2021 Board Meeting, the Board considered the five comments which were submitted regarding the proposed change to the Recreational Vehicle Parking Program. After discussion, the Board approved the insertion of the following language into the Vehicle Policy of the Program:

Vehicles may park in the RV 1 and RV 2 parking spots as long as they don't intrude more than 6' past the outside edge (where the concrete gutter meets the main parking lot asphalt) of the concrete gutter which is adjacent to the main parking lot. Vehicles may park in the remaining RV parking spots (3 through 10) as long as they don't intrude past the outside edge of the concrete gutter and into the main parking lot.

This language will now allow unimpeded traffic flow in the parking lot as well as providing guidance as to the size of vehicles that may park in the RV parking spots.

SURFSIDE III CONDOMINIUM OWNERS' ASSOCIATION, INC: RULES AND REGULATIONS
RECREATION VEHICLE PARKING

INITIAL REVIEW BY BOD	DATE FEBRUARY 13, 2021	SUBMITTED TO MEMBERSHIP FOR COMMENTS	DATE MARCH 1, 2021
FINAL APPROVAL BY BOD	DATE APRIL 10, 2021	SIGNATURE <i>G. Santamaria</i>	

RECREATIONAL VEHICLE PARKING PROGRAM

TERMS AND CONDITIONS – ALL PERMITS

This permit entitles the homeowner or tenant the limited use of an assigned 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.

For the purpose of registering your vehicle you are required to submit the following documentation:

1. Signed Recreational Vehicle Parking Lot Agreement
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

PERMIT RENEWALS

Permits expire when the registration and/or insurance expires for the vehicle(s) parked in the lot. 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 regular permit.*

VEHICLE POLICY

The monthly Recreational Vehicle Parking Lot fee of \$40 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)

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RECREATION VEHICLE PARKING

7. Trailer to house solar panels for charging a fully electric recreation vehicle which complies with all other rules and regulation. 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. Owners are aware the Association assumes no liability for "recreational vehicles", **trailers or solar equipment** parked in the RV parking lot. 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

Vehicles may park in the RV 1 and RV 2 parking spots as long as they don't intrude more than 6' past the outside edge (where the concrete gutter meets the main parking lot asphalt) of the concrete gutter which is adjacent to the main parking lot. Vehicles may park in the remaining RV parking spots (3 through 10) as long as they don't intrude past the outside edge of the concrete gutter and into the main parking lot.

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

Recreational Vehicles or parking spaces are not to be used for storage of any personal property or for occupancy either temporary or permanent. Homeowners planning on an extended trip (longer than 30 days) should notify the Association in advance to prevent the loss of the RV space. NOTIFICATION MAY BE MADE IN WRITING TO THE CLUBHOUSE MANAGEMENT OFFICE OR BY TELEPHONE TO (805) 488-8484.

SURFSIDE III CONDOMINIUM OWNERS' ASSOCIATION, INC: RULES AND REGULATIONS
RECREATION VEHICLE PARKING

LICENSE ONLY

This Agreement is a license only and creates no interest in the project real property. Resident's right to use the parking space is based upon this Agreement and not the Residents occupancy of a unit in the project.

TERMS

This Agreement 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, or;
2. Termination of Residents occupancy of a unit at Surfside III, or;
3. A violation of this Agreement by the resident, or;
4. Failure to submit all required paperwork to the Association.

REMOVAL

Upon the expiration or early termination of the Agreement, 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 Resident 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 Resident in accordance with the Declaration of Covenants, Conditions and Restrictions for the Project. 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: RULES AND REGULATIONS
RECREATION VEHICLE PARKING

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

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 Project; and
- b) Resident's violation of any provision of this Agreement.

Additionally, I agree to allow the Association's Management Company to assess my account \$40 every month from this date forward until this Agreement is terminated.

DATE: _____ NAME: _____
PLEASE PRINT YOUR NAME CLEARLY

UNIT: _____

SIGNATURE: _____

FOR OFFICE USE ONLY

RV SPACE #: _____ PERMIT #(S): _____ # OF VEHICLES: _____

DMV EXPIRATION: _____ INSURANCE EXPIRATION: _____

STATUS: OWNER TENANT