

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

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|-----------------------|---------------------------|--|-----------------------|
| INITIAL REVIEW BY BOD | DATE<br>FEBRUARY 13, 2021 | SUBMITTED TO<br>MEMBERSHIP FOR<br>COMMENTS | DATE<br>MARCH 1, 2021 |
| FINAL APPROVAL BY BOD | DATE<br>APRIL 10, 2021    | SIGNATURE<br><i>A. 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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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.**

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**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

## RECREATIONAL VEHICLE PARKING PROGRAM 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 of \$40.
- My tenant is the vehicle owner and I give my permission to charge my account the monthly space fee of \$40. (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  
 5<sup>th</sup> Wheel/Trailer     Solar Panels

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**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