

# SUNHOLLOW HOMEOWNERS ASSOCIATION

## R.V. LOT RENTAL AGREEMENT ("AGREEMENT")

Adopted November 2015

### RULES OF THIS AGREEMENT:

1. This Agreement is being entered by and between the Sunhollow Homeowners Association ("Association") and the undersigned Member of the Association with respect to the rental and use of the Association's Recreational Vehicle Lot ("RV Lot"). This Agreement is in accordance with Article II, Section 1(a) of the Association's CC&Rs which sets forth the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Association's Common Area.
2. Accell Property Management, the Association's managing agent, has been duly authorized by the Association's Board of Directors ("Board") to approve all rental agreements on behalf of the Association.
3. This Agreement is for the rental/use of one (1) space located in the Association's RV Lot on a month-to-month basis, unless otherwise indicated and approved.
4. Only one (1) recreational vehicle or trailer is authorized in each space within the RV Lot.
5. This Agreement covers only the recreational vehicle or trailer listed on the accompanying "Registration Form." Registration must be current and depict an on site Association address and all required insurance coverage(s) must be maintained for the applicable item/vehicle at all times.
6. No replacement of the identified recreational vehicle, vessel or trailer will be permitted unless a new Agreement and Registration Form have been submitted and approved in writing by the Board.
7. No sleeping or any other forms of human or animal habitation is allowed in the RV Lot or in any items or vehicles being stored there.
8. No miscellaneous storage is allowed around or under any vehicle, trailer or other item within the RV Lot.
9. No maintenance, repairs or servicing of any kind of the items or vehicles being stored in the RV Lot is permitted.
10. Only on-site residents of the Association are permitted to rent RV Lot spaces, provided the Member (owner) signs this Agreement. Spaces may not be shared or sublette to any other person. In the event the resident is a tenant of the Member, any vehicle stored in a parking space must be registered to the leasing resident/tenant.
11. The Member or Member's tenant must provide Accell Property Management thirty-day (30) written notice to vacate a leased space. The notice to vacate must be provided no later than the first day of the final month of the rental agreement. If at any time during the term of this Agreement, the Member fails to pay the full monthly amount of the rent when due, fails to pay any regular or special assessments levied against the Member when due and after a properly noticed hearing before the Board (if applicable), or fails to comply with any term of this Agreement, the Association, at the Association's sole option, may terminate all rights under this Agreement, provided, however, the Member will be afforded an opportunity to cure the default within three (3) days after receiving a written request from the Association to vacate the leased space. Any notice to vacate provided by the Association shall contain the reason for doing so and the amount of money required, if applicable, to cure such default.
12. If the Member abandons or surrenders the parking space by not curing a violation as referenced above or through the expiration of the Lease Agreement, the Association may consider any personal property left on the premises to be abandoned and may dispose of it in any manner allowed by law after reasonable notice to the Member.
13. If it should become necessary for the Association to tow a vehicle from a leased parking space, the cost of towing and related storage charges may be imposed against the Member to the extent permitted by law, and the Association may, after a properly noticed hearing before the Board, seek any other available disciplinary action against the Member.

**RENTAL FEE REQUIREMENTS:**

1. The rental fee for one (1) space in the RV lot is \$50.00 per month.
2. The \$50.00 fee is for one (1) calendar month, regardless of the number of days in any given month.
3. The \$50.00 rental fee will be added to the Member's monthly bill.
4. The rental fee will be due on the first day of each month.
5. The first rental fee payment for space number \_\_\_\_\_ will be due on \_\_\_\_\_.

It is understood and agreed by Member that any damages to the vehicle(s) stored in the R.V. Lot, which is a Common Area amenity of the Association, including but not limited to losses related to fire, flood, earthquake, burglary, theft damage, stains, accident or any other reason will be the sole responsibility of the Member and will not be the responsibility of the Association absent the sole and willful misconduct on the Association's behalf. The Member may, after a noticed hearing before the Board, be subject to discipline and/or an assessment for the cost of any damage to the Association's Common Area. Member agrees to indemnify, defend and hold harmless the Association, its directors, officers, members, managers, and agents from and against any loss or liability, cause of action, claim or otherwise, of any nature whatsoever, arising out of or in any way connected with or to the Member's, or the Member's resident or tenant's, use and/or rental of the R.V. Lot under this Agreement, including but not limited to damage, loss or liability caused by Member's, or the Member's resident or tenant's negligence or willful misconduct. This indemnity provision applies regardless of any active or passive negligent act or omission of a party to be indemnified hereunder. The obligations described in this paragraph shall not be construed to negate, abridge, or otherwise reduce any other obligation of indemnity, which would otherwise exist as to any party or person to be indemnified hereunder. The obligations described in this paragraph shall survive the termination of the Agreement.

Disclosure: The Sunhollow Homeowners Association R.V. Lot is located next to San Juan Creek, which is within a flood zone established by the State of California.

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I/We have read and have been given a copy of the above R. V. Lot Rental Agreement and the R.V. Vehicle Registration Form **and understand and agree to the terms of same. I/We hereby acknowledge and agree that I/we have been provided a reasonable opportunity prior to execution hereof to consult with independent legal counsel regarding the terms agreed to by signing this Agreement.** I/We agree to abide by all the documented Rules and Regulations of Sunhollow Homeowners Association, as well as all of the terms, conditions, obligations and requirements contained in this R.V. Lot Agreement and the R.V. Vehicle Registration Form.

**SUNHOLLOW MEMBER'S NAME (Print Name):** \_\_\_\_\_

**SUNHOLLOW MEMBER'S SIGNATURE:** \_\_\_\_\_

**DESIRED START DATE:** \_\_\_\_\_

**For Tenant's Use Only**

**TENANT'S SIGNATURE (If Applicable):** \_\_\_\_\_

**SUNHOLLOW MEMBER'S SIGNATURE:** \_\_\_\_\_

**DESIRED START DATE:** \_\_\_\_\_

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**R.V. Lot Space Number:** \_\_\_\_\_