

**LA COSTA RIDGE COMMUNITY ASSOCIATION
RV LOT PARKING SPACE REVOCABLE SUB-LICENSE AGREEMENT
This Contract Limits La Costa Ridge's Liability
Please Read it Carefully**

1. PARTIES:

This license agreement is made and executed this ____ day of _____, by and between LA COSTA RIDGE COMMUNITY ASSOCIATION (hereinafter called "ASSOCIATION") and

(Name) _____

(Street Address) _____

(City) _____ (State) _____

(Telephone) _____ (h) _____ (o) _____

(hereinafter called "VEHICLE OWNER").

2. LA COSTA OAKS COMMUNITY ASSOCIATION RV PARK:

ASSOCIATION has a limited number of parking spaces available for the use of residents of the La Costa Ridge community within La Costa Oaks Community Association's RV Park. The license of these parking spaces is subject to the "La Costa Oaks Community Association RV Park Rules and Regulations" ("Rules") and La Costa Oaks Community Association's "License to Use RV Storage Space," ("La Costa Oaks License Agreement") which is attached to the Rules. A copy of the Rules and the La Costa Oaks License Agreement are attached hereto as Exhibit 1.

ASSOCIATION has available parking spaces within La Costa Oaks Community Association's RV Park not being used by residents of La Costa Ridge. ASSOCIATION has received permission from La Costa Oaks Association to sub-license these available parking spaces to members of the La Costa Oaks community. This sub-license agreement does not alter ASSOCIATION's right to license these parking spaces to residents of the La Costa Ridge community.

VEHICLE OWNER agrees to abide the requirements of La Costa Oaks Community Association's RV Park, and agrees to review, execute and abide by the terms of the Rules and the La Costa Oaks License Agreement attached hereto as Exhibit 1 and incorporated herein by reference. If the documents attached hereto as Exhibit 1 are not filled out and executed by VEHICLE OWNER and approved by La Costa Oaks Community Association, this Sub-License Agreement is void and unenforceable, even if already signed by the Parties.

VEHICLE OWNERS acknowledges and agreed that the Rules may be amended by La Costa Oaks Community Association and any amendment or new rule or regulation shall become a part of this Sub-License agreement upon thirty (30) days' notice to VEHICLE OWNER.

3. VEHICLE:

ASSOCIATION hereby agrees to allow VEHICLE OWNER to park the following vehicle in the parking space designated below:

(Make of vehicle) _____

(Model of vehicle) _____

(Year of VEHICLE) _____

(Vehicle License #) _____

(Date of Registration Expiration) _____

(Registered Owner) _____

(Street Address) _____

(City) _____ (State) _____

(Insurance Company) _____

(Policy #) _____

4. AUTHORIZATION OF SPACE:

By this Sub-License agreement, ASSOCIATION authorizes VEHICLE OWNER to use Space #____ in the RV Park on the terms and conditions specified below. No bailment shall be created by the execution of this agreement. The parties intend only to create a revocable license for the use of the parking space for parking vehicles. No vehicle, trailer, boat, or other recreational-type vehicle may be parked in the designated space except for the vehicle identified above.

5. FEE:

VEHICLE OWNER shall pay La Costa Oaks Community Association the monthly license fee as set forth in Rules and as may be required by La Costa Oaks Community Association. VEHICLE OWNER is subject to the Rules and is responsible for all penalties imposed by La Costa Oaks Community Association for late payments.

6. TERM:

The term of this license agreement shall commence on _____, _____ and will continue in accordance with terms and limitations of the Rules and La Costa Oaks License Agreement, which are incorporated herein.

7. AVAILABILITY:

Space in the Parking Area is available on a first come-first served basis. A waiting list will be developed when all available spaces are licensed.

8. TERMINATION:

This License Agreement is terminable at will by ASSOCIATION. This license agreement will continue in force until ASSOCIATION and/or its agent gives the VEHICLE OWNER thirty (30) days' written notice of termination, or until the VEHICLE OWNER gives ASSOCIATION thirty (30)

days' written notice of termination and removes his vehicle. The VEHICLE OWNER's obligations and promises under this Sub-License Agreement shall not terminate until the VEHICLE OWNER has removed his vehicle from the ASSOCIATION Parking Area. This Sub-License Agreement is also terminable under the terms of the Rules and La Costa Oaks License Agreement, which are incorporated herein.

9. VEHICLE OWNER'S AFFIRMATIVE COVENANTS:

The assigned space shall be used only for parking the registered vehicle above, and for no other purpose, including the storage of personal property. The vehicle parked in the assigned space shall be currently registered, fully operational, insured, and shall fit within the assigned space. Owner shall produce proof of registration, insurance, or operability upon request of Association. Owner shall be responsible for keeping the space clean and free of all oil, grease, fluids, or other waste material.

10. WAIVER OF LIABILITY:

- (a) VEHICLE OWNER, as a material part of the consideration for this license agreement, waives all claims, demands, and causes of action against ASSOCIATION and ASSOCIATION's officers, directors, employees, agents, representatives and members which it may now have or which may arise in the future, for any damages or any injuries to persons or property, including damages or injuries to VEHICLE OWNER, which arise out of VEHICLE OWNER's (including VEHICLE OWNER's guests, family or invitees) sub-license of, use of or access to the assigned space, or the use or control of the vehicle described herein by VEHICLE OWNER or VEHICLE OWNER's guests, family or invitees during the term of this Sub-License Agreement.
- (b) VEHICLE OWNER further agrees to indemnify, defend, and hold harmless ASSOCIATION, and ASSOCIATION's officers, directors, employees, agents, and members from all actual or alleged damages, injuries, claims, demands and causes of action hereinbefore described in Section 10 (a).
- (c) ASSOCIATION shall not be responsible for the security of the vehicle, and VEHICLE OWNER hereby releases Association and its officers, directors, agents and employees from any responsibility to provide security, and from any liability for the theft of or damage to a vehicle parked in the assigned space, or the theft of or damage to personal property within such a vehicle.

11. ATTORNEYS FEES:

VEHICLE OWNER expressly agrees to pay any and all loss, costs, damages, attorneys' fees or liability in connection with the enforcement of this Sub-License Agreement by ASSOCIATION.

12. CAPTIONS:

The captions in this license agreement are for identification purposes only and shall not modify, amend or interpret the Sub-License agreement in any manner.

13. RESPONSIBILITY:

The VEHICLE OWNER agrees for himself and all others having any rights to the vehicle, that ASSOCIATION and all of its representatives assume no responsibility of any kind for the vehicle. The VEHICLE OWNER shall have sole responsibility to obtain and maintain insurance coverage guarding against the theft, vandalism, damage or destruction in any way of the vehicle and its contents parked in the Parking Area, and insurance coverage for any liability of the VEHICLE OWNER or ASSOCIATION arising from the storage or use of the vehicle and its contents in the Parking Area.

14. INSPECTION OF PREMISES:

The VEHICLE OWNER hereby acknowledges that he has inspected the premises and agrees that ASSOCIATION does not warrant the condition, safety or security of the VEHICLE Parking Area in any way.

15. STORAGE:

The VEHICLE OWNER agrees that he will not store on the premises:

Flammable materials, or any material which would result in the violation of any law, or

Personal property which would result in the violation of any law, or

Improperly packaged foods, perishable goods, live animals or any other items which emit noxious odors or otherwise create a nuisance.

16. TOWING:

Upon the termination of this Sub-License Agreement, or upon VEHICLE OWNER's failure to cure a breach of this Agreement, VEHICLE OWNER's vehicle is subject to towing at the vehicle owner's expense, in accordance with California law. Unauthorized vehicles, or vehicles parked in the wrong space will also be subject to towing at the vehicle owner's expense, in accordance with California law.

17. ASSIGNMENT:

The VEHICLE OWNER agrees that this Sub-License agreement is personal in nature and he shall not assign this Sub-License agreement or his right to use the parking space or any portion of the RV Park.

18. EXECUTION AND ACKNOWLEDGMENT:

VEHICLE OWNER acknowledges having read this license agreement and agrees to be bound by all its terms and conditions.

By: _____
LA COSTA RIDGE COMMUNITY ASSOCIATION

Dated: _____

By: _____
VEHICLE OWNER

Dated: _____

(Print Name)

Exhibit 1

**La Costa Oaks Community Association RV Park Rules and Regulations” (“Rules”)
and La Costa Oaks Community Association’s “License to Use RV Storage Space”
 (“La Costa Oaks License Agreement”)**

[ATTACHED]

**LA COSTA OAKS COMMUNITY ASSOCIATION
RV PARK RULES AND REGULATIONS (“Rules”)**

||This document should be used by the La Costa Oaks Association when it licenses spaces to members of the La Costa Ridge Association||

1. These Rules are adopted by the Board of Directors (“Board”) of La Costa Oaks Community Association (“Association”) and may be changed at any time, effective upon thirty (30) days written notice to Licensee or the La Costa Ridge Community Association (the “Ridge Association”). The capitalized terms used in these Rules shall have the same meaning as those defined in the written “License to Use RV Storage Space” (“License Agreement”) between each member of the Ridge Association permitted to use a parking space in the RV Park (“Licensee”) and the Association, a copy of which is attached hereto. Each Licensee shall be limited to one person per household. All Licensees shall be required to execute the License Agreement prior to being permitted to use the RV Park. Licensee further acknowledges and agrees that the Ridge Association also will enact, and Licensee shall be subject to, additional rules and regulations regarding Licensee’s use of the RV Park (“Ridge Rules”). Licensee acknowledges and agrees that the Association shall have the right, but not the obligation, to enforce the Ridge Rules.
2. The City of Carlsbad requires compliance with the recreational vehicle parking requirements of the Villages of La Costa Master Plan (MP 98-01) approved by the City on October 23, 2001, by making certain recreational vehicle parking area available to certain residents of the Villages of La Costa, and in connection with same, Licensee acknowledges and agrees that (i) only a certain number of parking spaces in the RV Park are allocated for use by members of the Ridge Association, (ii) such spaces are not required to be designated solely for use by members of the Ridge Association, and (iii) other permitted users of the RV Park may not be members of the Ridge Association.
3. So long as Licensee is occupying a residence in La Costa Ridge, a Licensee who is a member of the Ridge Association who is in “good standing” may be eligible for the use of a designated space located in the RV Parking Area as depicted on Exhibit “A” of that certain Recreational Vehicle Parking Easement Agreement (“RV Park”) recorded as Document No. _____ in the Official Records of San Diego County on _____, 2008 (“Agreement”). A Licensee is not in “good standing” if (i) the Licensee is delinquent in the payment of any type of rent, cost or fee to the Association, (ii) the Association has advised the Licensee that the Licensee is otherwise in violation of these Rules, the Ridge Rules or the License Agreement and such violation has not been remedied to the Association’s reasonable satisfaction, or (iii) the Ridge Association has advised the Association that such Licensee is in violation of the Ridge Rules, or the Ridge Association’s governing documents. Only one (1) space in the RV Park will be granted to a Licensee at any given time unless there are more spaces available than there are eligible users. If there is a vacant space, a Licensee may lease two spaces; however, the Licensee will be required to vacate the additional space upon thirty (30) days notice when another eligible user who does not already occupy a space in the RV Park wishes to license the space.
4. Spaces will be available to eligible users on a first-come, first-served basis and will be allocated based on the reservation waiting list maintained by the Management Company hired by the Association (“Management Company”). The reservation waiting list will be maintained based upon the sizes of the spaces available. Licensees who do not occupy the space assigned to them within thirty (30) days of accepting a space will lose their space to the next person on the waiting list.
5. The Board will assign a space in the RV Park to a Licensee upon pre-payment of the first and last month’s rent as well as the gate remote deposit. The Association will terminate the License

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Agreement if (i) Licensee loans the access key to others, or allows any unauthorized vehicles into the RV Park that are not registered with the Management Company, (ii) ceases to be in "good standing", (iii) otherwise violates these Rules or the License Agreement, or (iv) the Association is advised by the Ridge Association that the Licensee is in violation of the Ridge Rules, or the Ridge Association's governing documents. The Association shall have the right to temporarily move, restrict or eliminate parking in connection with any repairs or alterations or other improvements required to be made to the RV Park.

6. Upon thirty (30) days written notice, Licensee may terminate the License Agreement by removal of Licensee's Vehicle from the RV Park accompanied by the return of the access remote, either in person or by mail. Fees previously paid by Licensee for months following the end of the month in which the License Agreement was terminated will be refunded. Refunds, less any charges for damages and/or administrative fees, will be mailed within fifteen (15) days after written notification of the space being vacated and the return of the remote.
7. The space assigned to the Licensee may be used solely for parking and storage of the recreational vehicle, motor home, trailer or boat registered with the Association or other licensed Vehicles as approved in advance in writing by the Board. Such storage shall not include any firearms, ammunition, explosive or flammable materials except for such quantities of gasoline, propane or other fuel or heating system of the Licensee's Vehicle. Unapproved commercial vehicles and regular passenger vehicles (except when parked temporarily while a Vehicle is being used) are prohibited and are subject to removal from the RV Park at Licensee's expense.
8. Vehicles shall be parked (i) in a manner so as not to impede the parking or removal of any other vehicle, and (ii) within the striped line and curb of the Licensee's assigned space. Vehicles may only be parked in the space assigned to that vehicle. Vehicles parked in another space within the RV Park will be subject to removal at the Licensee's expense. All vehicles parked must be registered and noted in the License Agreement filed with the Management Company. One only vehicle or trailer unit (such as a single trailer with two jet skis) may be parked in any given space.
9. All areas in and around the Licensee's space must be kept free and clear of litter and debris. No materials of any kind may be stored outside the Vehicle. The Association may cause the removal and disposal of any equipment or property of any kind that is left in the space or any other part of the RV Park outside of the Vehicle at Licensee's expense.
10. Licensees are responsible to ensure the gate to the RV Park is secured upon entrance to and exit from the RV Park.
11. Licensee's use of the space and RV Park shall comply with these Rules, the Ridge Rules, and all local, state and federal regulations, ordinances and laws.
12. Licensee shall maintain appropriate insurance for any Vehicle and any other property kept in the Vehicle, including without limitation, theft and liability insurance. Licensee shall be solely responsible for obtaining such insurance, and the Association, its Board and its agents shall have no obligation to insure Licensee's Vehicle or any property owned or stored by Licensee in the Vehicle. The Association, its Board and agents shall not be responsible for any theft or damage of vehicles or property.
13. Licensee rent, fees, other charges and interest rates are based on the size of the space leased. Return check charge, including administrative fees, is \$20 plus the fee that the Association is charged by the banking institution processing the returned check.

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- 14. Licensee shall pay all monthly fees directly to the Association no later than the 15th of the month. Non-payment will be considered a forfeiture of the space and the Vehicle will be removed at the Licensee's expense.
- 15. Subject to the terms and conditions of these Rules, four different sized spaces may be available from time to time for license by permitted users:

Number of Spaces	Vehicle Size Accommodation
5	31 – 40 feet
3	21 – 30 feet
4	11-20
1	10 feet of less

- 16. Licensees will be assigned spaces based upon the size of their Vehicle. When a space is vacated, it will be offered to the next user on the waiting list with a Vehicle that is the same size for which the space is intended. (For example, if a 40-foot space becomes available, it will be offered to the first homeowner on the list who has a Vehicle that is at least 31 feet in length.) If there does not exist a need for the size of the space available, the space may be assigned to a user with a different sized-vehicle.
- 17. The Vehicle of a Licensee who does not comply with these Rules, the Ridge Rules or the License Agreement will be removed from the RV Park, and the Licensee will be responsible for all fees associated therewith, including but not limited to towing and storage fee. The Association shall not be liable for any loss, liability, damage or injury of any kind or character suffered by any person or property arising from (i) any enforcement of these Rules, the Ridge Rules or License Agreement, or (ii) the entry or use of the RV Park by Licensee or any of its officers, employees, agents, members, invitees and permittees. Licensee shall release, protect, defend, indemnify and hold the Association and the Grantor Parties, as such term is defined in the Agreement, harmless from and against any and all losses, liabilities, damages, injuries, claims, actions, costs and expenses, including attorneys' fees, arising from or attributable to any and all such enforcement under these Rules, the Ridge Rules, the License Agreement, and any such entry or use of the RV Park by Licensee.
- 18. Licensee understands, acknowledges and agrees that:

- (a) Licensee's use of the RV Park is at Licensee's sole risk, cost and expense, including risk of loss or damage to persons or property stored therein;
- (b) Licensee has inspected the RV Park and accepts is "as is";
- (c) The Association may terminate Licensee's use of the RV Park if Licensee (i) violates any of these Rules, the Ridge Rules or the License Agreement, or (ii) ceases to be in "good standing" with the Association.
- (d) Licensee shall remove its Vehicle from the RV Park within two (2) business days after receiving notice of non-compliance with these Rules or the License Agreement. If Licensee fails to timely remove its Vehicle, the Vehicle may be removed as further set forth in Section 17 of these Rules.

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LICENSE TO USE RV STORAGE SPACE ("License Agreement")

LICENSEE, upon signing this License Agreement, hereby agrees to and covenants to at all times abide by all terms, covenants, conditions and obligations stated herein and in the La Costa Oaks Community Association RV Park Rules & Regulations ("Rules"), which are hereby incorporated herein by reference. Licensee shall release, protect, defend, indemnify and hold harmless, The La Costa Oaks Community Association, The La Costa Ridge Community Association, and the Grantor Parties, as such term is defined in the that certain Recreational Vehicle Parking Easement Agreement recorded as Document No. _____ in the Official Records of San Diego County on _____, 2008, from and against any and all losses, liabilities, damages, injuries, claims, actions, costs and expenses, including attorneys' fees, arising from or attributable to any and all such enforcement of this License Agreement, the Rules (including, without limitation, the Ridge Rules, as defined in the Rules) and/or any such entry or use of the RV Park by Licensee. Information requested below must be completed prior to acceptance.

Name of Licensee:		Effective Date Of License:	
Drivers License #:		Proof of Residence:	
Licensee's Address:			
Work Phone:		Home Phone:	
Vehicle to be stored ("Vehicle"): Motor Home Travel Trailer Boat & Trailer 5 th Wheel Trailer Camper			
Make:	Year:	Tag#:	Reg#:
Full length of vehicle (including trailer tongue, tire, etc.):			
Alternate car information: If alternate car is to be parked in space while RV is in use please identify:		Make:	Year:
Insurance Company:		Address:	
Phone:	Agent:	Policy#:	
FOR ACCOUNTING ONLY			
Rent:	Account#	Key#:	
Space# :			
Move in Date:			
Prorated Amount if applicable			
Other:		\$0.00	
Key Deposit		\$175.00	
Process Fee		\$0.00	
Paid Date:	Amt Paid:	Check#:	\$
Move out Date:	Key Return Date:	Check#:	\$
Move Out Credit:			\$

Key Deposit Refund:			\$
Balance Due on Account:			\$
Refund Due on Account:	Check#:	Date:	

ACKNOWLEDGED AND AGREED TO
 this ___ day of _____, 200__:

LICENSEE:

_____,
 a _____

By: _____
 Name: _____
 Title: _____