Subject: Recreational Vehicle Parking Areas - Space Lease and Use

Purpose: To Establish Rules for Use of the RV Parking Area

Provisions: The following Rules are intended by the Golden Rain Foundation (“GRF” or “Lessor”) to improve utilization of space and provide better service to residents who lease space in the recreational vehicle parking area (Lessees). As provided in the Recreational Vehicle Area Rental Agreement (Rental Agreement), these Rules are incorporated therein.

1. Space shall be provided in the Recreational Vehicle Parking Area pursuant to a Rental Agreement executed between Lessor and Lessee, the terms of which, including the applicable lease rate, shall be approved by the GRF Board of Directors.

2. Vehicles parked in the Recreational Vehicle Parking Area shall be limited to vehicles owned and personally used or operated by Members of the Golden Rain Foundation or their tenants or co-occupants. At the time of space rental or contract renewal, the resident owner and/or operator of the driven or towed vehicle must meet the requirements set forth in Policy 103.1, Entry into Rossmoor.

3. Appropriate space may be assigned recreational vehicles used for non-commercial purposes: such as:

   Travel trailer(s) with or without towing vehicle
   Motor homes, campers and vans configured for camping
   Horse trailer(s) with or without towing vehicle
   Boat(s) with or without trailer and/or towing vehicle

4. Lessees intending to vacate their spaces for a period of longer than one month must notify GRF in order that the space may be temporarily assigned if necessary. GRF may declare abandonment for violation of this Rule.

5. Lessees shall promptly notify GRF of any change in status of vehicle registration or change of address. Lessee will vacate their assigned space promptly upon the expiration of their GRF Membership, tenancy, or co-occupancy, disposal of vehicle without replacement, or termination of the Rental Agreement.

6. Lessees authorize GRF to tow and store vehicles at the nearest public garage and to remove storage items and disassemble structure at Lessee’s expense if they do not vacate promptly.

7. Lessee shall be liable for reasonable attorney's fees if it is necessary for GRF to bring action to enforce the Lease Agreement or to evict a Lessee from their Recreational Vehicle parking area.
8. GRF may reassign spaces without regard to prior assignments and may make temporary space assignments that are expedient to the operation of the facility, including assignment of spaces for transient vehicles belonging to guests of Members.

9. Upon completion of the Rental Agreement and compliance with applicable GRF Policy, motorized vehicles will be issued a Vehicle Access Device for entry into Rossmoor (“Device”); towed vehicles will be issued an identifying decal.

10. Only one space will be assigned per manor. A space may be divided among multiple Lessees, providing their vehicles fit within the limits of the space and each Lessee complies with and executes the Rental Agreement.

11. Lessees will keep all vehicles and trailers parked in the Recreational Vehicle Parking Area in a well-maintained and operational condition with current registration stickers appropriately displayed.

12. The parking space shall be maintained in a clean manner with all storage for vehicle-related equipment to be within an approved storage cabinet.

13. A single, lockable storage cabinet of heavy-duty material in a non-reflective natural color will be permitted within each space and may not exceed 36 cubic feet. Storage is restricted to recreational vehicle-related articles only. No other temporary or permanent structure, tent or screen may be built to shelter or enclose the vehicle or parking area.

14. Vehicles in the parking area may not be used for over-night occupancy.

15. Electricity provided by GRF may be used only while Lessees perform minor work on their vehicles or during a 24-hour period prior to or returning from travel.

16. Lessees shall keep their property within the limits of each assigned space, shall not make major repairs to vehicles within the leased space, shall not store equipment or substances which are hazardous in portable containers and shall not conduct any unlawful activity within the area.

17. Lessees are responsible for any damage caused to GRF property, including damage to the pavement resulting from leaking fuel, oil or other substances.

18. GRF warrants no specific level of maintenance in the parking area. Lessees agree to accept the area in its existing condition; and that GRF has no obligation to repair or maintain; and that Lessees have no right to repair or maintain the area at GRF’s expense.

19. GRF may require Lessees to remove vehicles and/or storage structures temporarily from the spaces in order to permit repair or maintenance without compensation or an abatement of rents during the period.
20. Violations of any of these Rules or of the Rental Agreement may subject Lessee to termination of their recreational vehicle space leasing privileges. Any false representation in the Rental Agreement is cause for termination of the Rental Agreement and/or revocation of Lessee’s use privileges.

Authority: Rule
10/26/95  3/30/06 Rev.
6/28/01 Rev.  6/28/12 Rev.
3/31/05 Rev.