

**RECREATIONAL VEHICLE PARKING LOT
USE AGREEMENT**

In consideration of the privilege of occupying a space in the Recreational Vehicle Parking Lot (**RV Lot**) of The Village at Santa Barbara, I, _____, (hereinafter referred to as "**Owner**" - meaning owner of items to be stored) as the owner or tenant at the following residence address:

_____, hereby enter into an agreement with **The Village at Santa Barbara Owners' Association, Inc. (Association)** to abide by the following terms and conditions:

It is understood by all parties to this agreement that this lot is designated as a Recreational Vehicle Parking Lot and the items stored are intended to be recreation-related and there must not be any illegal storage of flammable or toxic materials.

Stored items must be owned by Owner or tenants of Owner, but not both unless the owner and tenant reside in the same residence. A "tenant" is defined as an individual who inhabits a residence in the Village. Each owner or tenant is limited to storing not more than two vehicles. The Board reserves the right to limit the total number of vehicles in the lot.

The following item(s) will be stored by Owner in the RV lot (if a vehicle, enter the Make, Model, License Plate Number and include a copy of the vehicle registration): Vehicles may not be used for storage of items unrelated to the vehicle.

Owner shall defend, indemnify and protect and hold free and harmless the Association, including its officers, directors, members, agents and employees, from any and all claims, demands, causes of action, damages, costs, expenses, attorney fees, losses, personal injury, death, penalties, liens, fines, judgments and liability of every kind and nature arising from Owner's use of the RV lot, including but not limited to all costs and expenses of suit and reasonable attorney fees incurred in defending an action against Association, arising from the use of the RV lot by the Owner, or his family or invitees, or arising from the failure of the Owner to keep the space in good condition.

Nothing shall be done by Owner or kept in the RV lot which will increase the rate of insurance on the common area. No Owner shall permit anything to be done or kept in the RV lot which will result in the cancellation of insurance on any residence or any part of the common area, or which would be in violation of any law. **No waste will be committed in the RV lot. No noxious or offensive activity shall be carried on in or upon the RV lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners**

The RV lot shall not be used for any illegal purpose nor contrary to the provision of law affecting the same, nor contrary to the Association Rules & Regulations or CC&R's of the Association.

Each Owner who utilizes the RV Lot shall be liable to the Association for any damage to that common area or to any of the equipment or improvements thereon resulting from the use of

the space in the RV lot by Owner, his family members, relatives, guests or invitees, both minor and adult, to the extent that any such damage shall not be covered by insurance.

Owners shall not provide an RV lot key to individuals who are not owners or tenants, although an RV Lot key may be loaned to contractors for temporary access to the RV Lot in order to repair vehicles or storage units with the Association manager's permission.

In accordance with Civil Code section 1354, the Association shall be entitled to bring an action for damages against any Owner who shall violate or shall default in the performance of any of the provisions of this Agreement, the Association Rules & Regulations or CC&R's. Any judgment shall include a sum for attorney fees in such amount as the court may adjudge reasonable in favor of the prevailing party.

The storage of vehicles shall be subject to review by the Board for appropriate action at any time the vehicle is deemed to be an eyesore by the Board or for violation of this agreement.

Owners who place storage containers in the RV lot agree to maintain the exterior appearance thereof in a condition acceptable to most reasonable individuals. If the Association's Board of Directors deems Owner's storage container is in disrepair or is unsightly, the Board shall notify Owner in writing that repairs and renovation of the storage container are required to be completed within 30 days of notification. If 30 days lapse without remedial action by Owner, the Board may, elect to cause the repairs to be done at Owner's expense.

Upon sale of a residence, Owner must remove all items stored in the RV lot immediately. Should Owner not remove all items stored in the RV lot within a 30-day grace period, the Association may cause the items to be removed at Owner's expense.

The Association's Board of Directors reserves the right to change the terms and conditions of this agreement based on aesthetic considerations of Association members, on supply and demand for space in the RV lot, or for any other reasons.

DATED: _____ (OWNER)

DATED: _____ THE VILLAGE AT SANTA BARBARA

By _____ (Title)