

## **PARKING SPACE LEASE**

BAYWATCH TOWNHOMES ASSOCIATION, INC., a California non-profit mutual benefit corporation, hereinafter called "LESSOR", and \_\_\_\_\_, Owner of Unit Number \_\_\_\_\_ of 1150 Capitol Drive, San Pedro, California, 90732, hereinafter called "LESSEE", agree as follows:

### **RECITALS:**

WHEREAS, LESSOR, pursuant to the Declaration of Establishment of Covenants, Conditions and Restrictions of BAYWATCH TOWNHOMES – Phase I, Parcel B of Parcel Map Exemption No. 2530, City of Los Angeles, County of Los Angeles, State of California, recorded in the County Recorder's Office of Los Angeles County on August 26, 1982 as Instrument #82-861887 of the Official records of the Los Angeles County, hereinafter "CC&R's", Article I, Paragraph 3, has the duty of maintaining, operating and managing the common areas of the project in the manner and to the extent provided for herein;

WHEREAS, pursuant to said CC&R's, Article II, Section 4, LESSOR has the authority to rent the open parking spaces to the owners and their lessees upon such rates and conditions, which may from time to time, be determined by the Board;

WHEREAS, the Board of Directors has decided by Board resolutions in Minutes of the Board meetings of March 27, 1985, April 16, 1985 and February 15, 1989 to rent open parking spaces to the owner;

WHEREAS, LESSEE is an owner of a unit within the Association and desires to lease on open parking space from the LESSOR;

NOW THEREFORE IT IS AGREED, as follows:

1. **LEASED PREMISES.**

LESSOR leases to LESSEE and LESSEE hires from LESSOR the open parking space described as Parking Stall No. \_\_\_\_\_, as described in Exhibit "A" attached hereto, hereinafter called "Leased Premises".

2. **TERM OF LEASE.**

The term of this lease shall commence on \_\_\_\_\_, 20\_\_ and shall continue thereafter as a month-to-month tenancy until either LESSOR or Lessee terminates the tenancy by giving the other 30 days' written notice of his intent to terminate the tenancy.

3. **CERTIFICATION OF QUALIFICATIONS.**

- a. The LESSEE's Association Assessment account must be paid current and in good standing at the time the lease is entered into.
- b. The Leased Premise is to be in daily use by members of the household.
- c. The LESSEE's private garage must be occupied on a daily basis by two operational vehicles.

4. **RIGHT OF INSPECTION.**  
Upon not less than 24 hour notice to the LESSEE, LESSOR shall have full right of inspection to assure that the qualifications for use of the Leased Premises continue to be met throughout the term of the Lease.
5. **RENT.**  
LESSEE agrees to pay to LESSOR as rent for the Leased Premises the sum of \$50.00 per month, payable, along with and to be billed with LESSEE's monthly homeowner's fee, in advance on the first day of each month, commencing on \_\_\_\_\_, 20\_\_\_\_. LESSEE further agrees that any late or nonpayment of rent hereunder shall be subject to any and all rules now existing or hereinafter promulgated by the Board with regard to late or nonpayment of homeowner's fees, including but not limited to late charges, liens and attorney's fees.
6. **USE.**  
LESSEE agrees to use the Leased Premises only for the parking of motor vehicles, including automobiles, motorcycles, and pick-up trucks, but excluding, without the written consent of the LESSOR, trailers of any kind, mobile homes, boats, campers, buses or trucks larger than ¾ ton. Further, LESSEE agrees not to wash, store or disassemble any motor vehicles of any kind in, on, or near the Leased Premises without the written consent of LESSOR.
7. **ALTERATIONS AND IMPROVEMENTS.**  
LESSEE shall make no alterations or improvements to the Leased Premises. Any and all alterations or improvements made by the LESSEE on the Leased Premises shall be removed at the LESSEE's expense.
8. **DESTRUCTION OF PREMISES.**  
Should the Leased Premises be damaged or destroyed by fire, the elements, acts of God, or other causes not the fault of the LESSEE or any person in or about the Leased Premises with the express or implied consent of LESSEE, they shall be repaired or replaced by the LESSOR at its own cost and expense and the rent payable by the LESSEE pursuant to this lease shall be abated to the extent such damage or destruction renders the Leased Premises unusable by the LESSEE; provided, however, that LESSOR may, at its option, either repair and restore the Leased Premises or cancel this lease and return any unearned rent previously paid under this lease by LESSEE.
9. **CONDITION OF PREMISES.**  
LESSEE stipulates that he has examined the Leased Premises, and that they are, at the date of this lease, in good order, repair and in a safe and clean condition.
10. **MAINTENANCE OF PREMISES BY LESSOR.**  
LESSOR will, at no expense to the LESSEE, put the Leased Premises into condition fit for use as an open parking space and maintain the Leased Premises in a condition equivalent to those open parking spaces of the Association that are being and to be used on a "first come first served" basis.
11. **ASSIGNMENT AND SUBLETTING.**  
LESSEE shall not assign this lease or sublet the Leased Premises or any other interest therein without the written consent of the LESSOR first had and obtained. A consent by LESSOR of one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment of subletting by operation of law, shall be void and shall, at the option of the LESSOR, terminate this lease.

12. **DEFAULT BY LESSEE.**  
Should LESSEE be in default for a period of more than Thirty-one (31) days in the payment of any Association assessment, fine, fee or any rent payable under this lease or in the performance of any other provision, LESSOR may terminate this lease and regain possession of the Leased Premises in the manner provided by the laws of the State of California in effect at the date of such default.
13. **HOLDOVER BY LESSEE.**  
Should LESSEE remain in possession of the Leased Premises with the consent of LESSOR after the natural expiration of this lease or the expiration of a renewed and extended lease, a new tenancy from month-to-month shall be created between LESSOR and LESSEE which shall be subject to all the terms and conditions of this lease.
14. **TERMINATION.**  
This Lease, and renewal, extension or hold over thereof, may be terminated by either party upon thirty (30) days written notice served by either LESSEE or LESSOR on the other party to the Lease.
15. **NOTICES.**  
Any and all notices or other communication required or permitted by this lease to be served on or given to either party to this lease, shall be in writing and shall, except as otherwise required by law or this lease, shall be deemed duly served and given when personally delivered to any of the parties, LESSEE or LESSOR, to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to LESSEE at the address of the Leased Premises or to LESSOR at BAYWATCH H.O.A., c/o HORIZON MGMT. 21535 HAWTHORNE BLVD., #530, TORRANCE, CA 90503. Either party, LESSEE or LESSOR, may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.
16. **WAIVER OF DAMAGE.**  
LESSEE hereby expressly releases LESSOR from any and all liability for loss or damage to LESSEE or any property of LESSEE caused by water leakage, breaking of pipes, theft, vandalism or any other cause beyond the reasonable control of LESSOR.
17. **HOLD HARMLESS CLAUSE.**  
LESSEE shall indemnify and hold LESSOR and the property of LESSOR, including said Leased Premises, free and harmless from any and all liability, claims, loss, damages or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including LESSEE or any person who is an employee or agent of LESSEE, or by reason of damage to or destruction of any property, including property owned by LESSEE or any person who is an employee or agent of LESSEE, caused or allegedly caused by some condition of said Leased Premises, the fault of LESSEE, or some act, omission, whether negligent or intentional, on said premises of LESSEE or any person in, on, or about said premises as a guest, licensee or invitee of LESSEE.
18. **ATTORNEY'S FEES.**  
Should any litigation be commenced between the parties hereto concerning the Leased Premises, this lease, or the rights and duties of either party in relation thereto, the party, LESSEE or LESSOR, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation.

- 19. **WAIVER OF BREACH.**  
The waiver by LESSOR of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.
- 20. **TIME OF ESSENCE.**  
Time is expressly declared to be of the essence of this lease.
- 21. **BINDING ON HEIRS AND ASSIGNS.**  
Subject to the provision of this lease against assignments of LESSEE's interest under this lease, all provisions of this lease shall extend to and bind, or inure to the benefit not only of the parties hereto but to each and every one of the heirs, executors, representatives, successors and assigns of LESSOR or LESSEE.
- 22. **SOLE AND ONLY AGREEMENT.**  
LESSEE and LESSOR agree that this instrument, along with the Rules and Regulations referred to in Paragraph 21, contains the sole and only agreement between them concerning the Leased Premises and correctly set forth their rights and obligations to each other concerning the Leased Premises as of this date. Any agreement or representation respecting the Leased Premises or the duties of either LESSOR or LESSEE in relation thereto not expressly set forth in this instrument is null and void.
- 23. **RULES AND REGULATIONS.**  
LESSEE's occupancy of the Leased Premises shall be subject to all rules and regulations now or hereafter promulgated by the Board.
- 24. **PARKING DECALS**  
At all times LESSEE must display the association issued parking decal.

EXECUTED on \_\_\_\_\_, 20\_\_\_\_. Los Angeles County, California.

LESSOR:

BAYWATCH TOWNHOMES ASSOCIATION, INC.

BY: \_\_\_\_\_

LESSEE:

BY: \_\_\_\_\_