

# Request for Permit to Park a Third Vehicle within Trilogy (Exhibit "A")

Date: \_\_\_\_\_ Expires: \_\_\_\_\_

Storage of vehicles on Trilogy property is not permitted.

Parking spaces shall be reserved exclusively for guest parking, or for a resident vehicle displaying a CURRENT and valid quarterly or temporary permit. (NO cobblestone parking for vehicles with permits; violation of this parking regulation will result in immediate towing of the vehicle with costs levied against the vehicle owner.)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # (HOME) \_\_\_\_\_ # (WORK) \_\_\_\_\_

### GARAGED VEHICLE # 1:

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ COLOR \_\_\_\_\_

YEAR \_\_\_\_\_ LICENSE PLATE # \_\_\_\_\_ STATE \_\_\_\_\_

### GARAGED VEHICLE # 2:

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ COLOR \_\_\_\_\_

YEAR \_\_\_\_\_ LICENSE PLATE # \_\_\_\_\_ STATE \_\_\_\_\_

### PERMITTED VEHICLE # 3:

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ COLOR \_\_\_\_\_

YEAR \_\_\_\_\_ LICENSE PLATE # \_\_\_\_\_ STATE \_\_\_\_\_

What is the reason for the third vehicle request? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please include a copy of the DMV registrations for all three (3) vehicles, a copy of the valid driver's license for all three drivers, and proof of insurance for all vehicles. An inspection of your garage with all vehicles present is required before approval will be granted. Homeowner's HOA assessment accounts must be current of all assessments, fines, water bills and fees before a permit can be obtained!

THIS PERMIT IS ISSUED SPECIFICALLY TO THE THIRD LISTED VEHICLE AND MAY NOT BE TRANSFERRED TO ANY OTHER VEHICLE. IF FOUND ON A VEHICLE OTHER THAN THE PERMITTED VEHICLE, THE OFFENDING VEHICLE WILL BE TOWED WITHOUT NOTICE.

Quarters are defined as:

(January, February, March), (April, May, June), (July, August, September), and (October, November, December).

**\$50 Quarterly Permit fee is to be submitted with this Application.**

Storage of vehicles on Trilogy property is not permitted.

## PARKING SPACE LICENSE AGREEMENT

This Parking Space License Agreement (“License Agreement”) is made as of \_\_\_\_\_, 200\_\_ by and between TRILOGY HOMEOWNERS ASSOCIATION (“Association”), and \_\_\_\_\_ (“Licensee”), with reference to the facts set forth below.

### RECITALS

A. Applicant is a resident/guest at Association and through the Owner of Unit \_\_\_\_\_ has requested a License for the use of one (1) space located within the guest parking “Black Top” area only, as further identified by Exhibit “A” attached hereto.

B. The Trilogy Project is subject to that certain Declaration of Covenants, Conditions and Restrictions of Trilogy Homeowners Association, recorded in the Official Records of the San Diego County Recorder’s Office on November 1, 1996, as Document No. 1996-055510 (“Declaration”).

C. Section 12.1 of the Declaration provides that certain portions of the Association Property may be licensed for use by Owners, so long as the granting will not materially and adversely affect any owner’s use of the common areas.

D. As of the date of this License Agreement, applicant meets the criteria as set forth in the Declaration, the Rules of the Association and this Agreement.

E. The Association agrees to such assignment, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Licensee hereby agree to the terms and conditions as set forth below.

### AGREEMENT

1. **Definitions.** Capitalized terms used but not defined in this Agreement shall have the same definition as provided in the Declaration.

2. **Grant of License.** Association hereby grants to Owner a revocable license to use that certain Guest Parking Space (“License”) further identified herein. The License granted herein shall entitle Licensee to park no more than one (1) motor vehicle within the Guest Parking Space, subject to the terms of the Declaration, the Rules and Regulations and this Agreement.

3. **Conditions to Grant of License.** This License to use the Guest Parking Space is granted to Licensee on the condition that Licensee agrees to surrender the License at the end of the License term. The term of the License shall commence upon the date of issuance and shall terminate on the earlier of: (i) the date on which Licensee conveys the Unit to a third party; (ii) the date of expiration listed on the Agreement; (iii) three months from date of issuance; (iv) date of revocation if the Board determines Licensee to be in breach of this Agreement, delinquent in assessments, found to be in violation of the governing documents (after a hearing); or (v) ten (10) days after Licensee’s receipt of written notice from the Association stating that the Association is terminating this Agreement to comply with any statute, rule, regulation, ordinance, restriction, decree, judgment, writ, or order of any local, state, or federal instrumentality or agency.

4. As a condition of granting this License, Association hereby requires that during the term hereof, Licensee agrees to indemnify and hold Association harmless from any and all claims for injury or damage to persons or property that may in any way be attributable to the right of

Licensee to exercise the use specified hereunder. This provision shall include but not solely be limited to the person and /or property of Licensee. The terms including "indemnify" and "hold harmless" shall not extend to acts of negligence by representatives of the Association, their agents and/or employees acting within the scope of their duties that actually result in personal injury or property damage.

5. No applicant will be considered for a permit should the homeowner not be in full compliance with all governing documents and current on payment of assessment fees and/or fines at the time of application. The Association requires that homeowner present proof of insurance indicating that homeowner's insurance policy shall be the primary insurer with respect to any such claim and that Owner shall be personally responsible for the deductible (if any) for such policy. Please include a copy of the DMV registrations for all three (3) vehicles, a copy of the valid driver's license for all three drivers, and proof of insurance for all vehicles. An inspection of your garage with all vehicles present is required before approval will be granted.

6. **Miscellaneous.**

6.1 **Entire Agreement.** This Agreement constitutes the final and complete agreement, and supersedes all prior correspondence, memoranda or agreements between the parties relating to the subject matter hereto. This Agreement cannot be changed or modified other than by written agreement executed by both parties.

6.2 **Notices.** Any notice or communication required or permitted to be given by any portion of this Agreement shall be deemed to have been sufficiently given for all purposes if delivered by regular U.S. mail or in person, to the following addresses:

To Licensee:           Name: \_\_\_\_\_  
                                  Address: \_\_\_\_\_  
                                  City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

To Association:       Trilogy Homeowners Association  
                                  C/O: APS  
                                  7007 Mission Gorge Road, Suite 201  
                                  San Diego, CA 92120

6.3 **Attorney's Fees.** In the event of any dispute between the parties hereto for breach or to enforce any provision or right hereunder, the non-prevailing party shall pay to the prevailing party all costs and expenses, including but not limited to reasonable attorney's fees incurred by the prevailing party in connection with such dispute.

6.4 **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

6.5 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

6.6 **Assignment by Licensee.** The License does not run with the land, and Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement.

6.7 **Severability.** In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of

competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

6.8 **Binding on Successors.** The provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

6.9 **Waiver.** Waiver by a party of any breach by the other party of any term or condition hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or condition hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

**TRILOGY HOMEOWNERS  
ASSOCIATION, a California nonprofit  
mutual benefit corporation:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**LICENSEE:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_