

The Bluffs at 44th Apartments Parking Management Plan

There are a total of **36** parking spaces for 36 apartments at The Bluffs at 44th Apartments, located at 4401 Capitola Road in Capitola, California. This volume of available parking is intended to accommodate parking for the following apartment unit styles:

- 15 one-bedroom apartments
- 9 two-bedroom apartments
- 12 three-bedroom apartments

As new residents move into the apartment community, they will be provided parking passes that must be displayed within their vehicle. Passes will be changed periodically to ensure that former residents do not park illegally on the property. Parking passes will be provided to residents, with access to one space to park in.

If some households do not require a parking pass, additional passes may be provided to households as needed. These will be available on a first come, first serve basis and will be limited in number until we understand the visitor parking demand of the apartment community.

Vehicle types may be considered in assigning specific parking spaces. For example, residents with smaller vehicles may be assigned a compact space.

Visitor and Guest parking will not be allowed until a full understanding of the parking need is understood, likely to be six to nine months after initial occupancy.

The parking lot will be monitored throughout the day by site staff. Cars that are out of compliance with the parking management plan will be noted and will trigger the following enforcement plan:

- First offense -- warning placed on car
- Second offense – parking ticket
- Third offense – vehicle subject to tow

This enforcement plan will be in place prior to the opening of The Bluffs at 44th Apartments and will be evaluated and updated periodically. See attached the Parking Agreement that residents will be required to sign at move-in and annually at renewal which outlines parking rules and regulations.

The Bluffs at 44th Apartments management will record a quarterly log on parking usage. Resident correspondence will be included in this log as well. This parking report will be made available to owners as well as any other interested parties upon request, and owner approval.

With a combination of these parking spaces, 36 long-term bike parking spaces, 14 short-term bike parking spaces, the walk score at 90 and bike score at 89, The Bluffs at 44th Apartments can be a step toward smart growth and households with fewer cars.

1107 nw 14th avenue
portland, oregon 97209
p.o. box 2968
portland, oregon 97208

telephone 503.450.0230
facsimile 503.450.0240
e.mail info@cambridges.com



CALIFORNIA PARKING / CARPORT AGREEMENT

CAMBRIDGE real estate services

DATE _____ PROPERTY NAME / NUMBER Willow View

RESIDENT NAME(S) _____

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

Check all that apply:

- No resident parking spaces are assigned. All parking is on a first come basis.
- All residents must display a parking tag, sticker or other device supplied by Owner/Agent.
- Resident parking spaces are assigned. Resident has been assigned the following parking space/carport number(s): _____ (Space(s) may be reassigned per Rule "n" on page 2).
 - The monthly fee for the assigned parking space(s) is \$ _____ and is due and payable on the first day of each month.
 - The right to use the assigned parking space(s) is included in your monthly rent payment.
- Guest parking is not allowed on the property.
- Guest parking is allowed on the property only as follows:
 - In spaces marked as "Guest"
 - In any unassigned parking space
 - Only those vehicles authorized by Owner/Agent with prior consent (guest tag provided)
 - Other _____

ACCOUNTING

TOTAL DUE AT START OF RENTAL
 \$ _____ TO COVER RENT
 FROM _____
 THRU _____

LATE FEE:

\$ _____

RETURNED CHECK CHARGE:

\$ 25.00

DATE RENTAL TERM BEGINNING:

Resident's Authorized Vehicles:

1. Make: _____ Model: _____ State: _____ License Plate No. _____
2. Make: _____ Model: _____ State: _____ License Plate No. _____
3. Make: _____ Model: _____ State: _____ License Plate No. _____
4. Make: _____ Model: _____ State: _____ License Plate No. _____
5. Make: _____ Model: _____ State: _____ License Plate No. _____

Vehicles may not be substituted or changed by Residents without written notice from Resident and written consent from Owner/Agent.

Parking Tags/Stickers/Identification (if applicable): Parking identification for Resident vehicle(s) (i.e. tags, stickers or other devices) is in the form of: _____. Resident acknowledges that parking identification has been provided by Owner/Agent. To be issued parking identification, Resident must present copy of proof of ownership and current vehicle registration. The parking identification is the property of the Owner/Agent, is not transferable, and must be returned to Owner/Agent at the end of Resident's tenancy. The fee for replacing lost or stolen parking identification is \$ _____. This identification shall be clearly and visibly displayed in the vehicle in the following manner: _____. Whether guest parking is allowed and, if allowed, the method for identifying guest parking spaces or identifying authorized guest vehicles is described above.

RESIDENT UNDERSTANDS THAT OWNER/AGENT MAY HAVE A VEHICLE REMOVED FROM THE PREMISES WITHOUT NOTICE FOR FAILING TO DISPLAY THE PARKING TAG, STICKER OR OTHER DEVICE.

This agreement shall be in effect for the duration of Resident's occupancy and terminates upon termination of the Resident's tenancy. Owner/Agent reserves the right to limit the type, size and number of vehicles per unit.

The person renting the parking space/carport is not a residential tenant of the premises. This agreement runs month to month and may be terminated with at least 10 days notice.

Violation of this agreement, California law, and any other posted rules regarding guest parking could result in vehicles being towed or immobilized and owners of vehicles being subject to violations and fines. Parking lots will be patrolled for the purpose of removing unauthorized vehicles by the following tow company:

Name _____ Phone Number _____

Address _____

[If this information is left blank, name and contact information for tow company is posted on prominent signs on the property.]

See Rules & Regulations on Page 2

X
 RESIDENT _____ DATE _____
 X
 RESIDENT _____ DATE _____
 X
 RESIDENT _____ DATE _____

X
 OWNER/AGENT _____ DATE _____
 X
 RESIDENT _____ DATE _____

Rules and Regulations:

- a. Parking spaces are to be used only for parking vehicles. No storage of any kind is allowed in a parking space.
- b. If a household has more vehicles than assigned spaces, the additional vehicles, if authorized, must be parked in "unassigned" parking areas. Any Resident vehicles not listed on page 1 must be parked off-site.
- c. Owner/Agent does not guarantee the use of a parking space. Unassigned parking spaces will be made available on a first-come, first served basis.
- d. Residents with parking identification must park in their assigned parking space(s) or in areas marked for resident parking.
- e. Guest parking is for non-residents only. Resident's vehicles parked in guest parking will be subject to towing.
- f. Motorcycles and mopeds must be parked in a parking space and registered as stated above.
- g. Resident and guests are not allowed to park boats, commercial vehicles, trucks of one-ton and above, trailers and/or recreational vehicles without the express written approval of management, which is subject to space availability and restrictions.
- h. The speed limit in the parking area and driveways is 5 M.P.H.
- i. Neither the Owner nor the Agent accepts responsibility for the damage or theft of any of Resident's or Resident's guest's vehicles, or contents, or for injuries involving any vehicle in the parking lot. Owner/Agent shall not be responsible for personal property lost in or stolen from parking areas. Use of the parking areas shall be at the sole risk of Resident and their guests. Residents and Resident's guests should remove valuables and lock the doors of vehicles.
- j. Resident assumes all responsibility, indemnifies and holds Owner/Agent harmless for any damages or claims that may be caused by or arises out of Resident's (or Resident's guest(s)) use of parking areas.
- k. Residents must obey all California Motor Vehicle laws, traffic laws and posted signs. Residents may not park in handicapped parking areas (unless they have a valid handicapped permit), red fire lanes, visitor spots, on lawns or other common areas not designated for parking, or blocking entrances, thoroughfares, walkways and/or dumpsters.
- l. No toxic, hazardous or flammable materials may be stored by Resident at any time in any vehicle or parking space.
- m. Resident(s) agrees to pay for any damages caused to the parking areas by the Resident(s) or their guests.
- n. Either party of this agreement may give a thirty (30) day notice to vacate a parking space which is assigned in this agreement. Spaces are assigned on a month to month basis only. Owner/Agent reserves the right to change the location of Resident's assigned parking space(s) with 30 days written notice.
- o. Resident(s) agree to keep their vehicle street legal, in good working order, licensed and insured, and must be in good repair which will be determined at the discretion of management. Vehicles leaking oil or other fluids must be repaired or removed immediately or this parking agreement may be terminated by landlord. Washing of vehicles on the property is prohibited unless a specific washing area is designated. No vehicle repair work is allowed on the property.
- p. Any violation of this Parking Agreement is a material noncompliance with the Rental Agreement. Failure to have proper and current registration of vehicles or parking of an unregistered vehicle on the property is a lease violation and a violation of this agreement.
- q. Owner/Agent shall have the right to temporarily close the parking areas or certain areas therein in order to perform necessary repairs, maintenance and improvements to the parking areas.
- r. The parking lots of the complex present substantial dangers because of the movement of motor vehicles. To ensure the safety of all residents, no one shall play in the parking areas.

Towing:

- a) Owner/Agent may tow vehicles without notice to the owner or operator of the vehicle if the vehicle:
 - i) blocks or prevents access by emergency vehicles;
 - ii) blocks or prevents entry to the premises;
 - iii) violates a prominently posted parking prohibition;
 - iv) blocks or is unlawfully parked in a space reserved for persons with disabilities;
 - v) is parked in an area not intended for motor vehicles, including, but not limited to, sidewalks, lawns, and landscaping;
 - vi) is parked in a space reserved for tenants and does not display a parking tag, sticker, identification or other device if required on page 1; or
 - vii) is parked in an assigned space and Owner/Agent has permission from the Resident to whom it has been assigned to tow the vehicle.
- b) Owner/Agent may tow inoperable vehicles that are otherwise parked in compliance with this agreement after affixing a prominent 72 hour notice to the vehicle stating that the vehicle will be towed if it is not removed or otherwise brought into compliance with this agreement.