

# **RV Lot Ad hoc Committee**

# **Special Agenda**

Administration Conference Room Thursday, February 22, 2018 1:00 p.m.

- 1. Call to Order/Pledge of Allegiance
- 2. Roll Call/Notice of Quorum
- 3. Chairs Announcements
  - Introduction of Guests and Staff:
     Linda Stone, GRF President
     Randy Ankeny, Executive Director
     Terry DeLeon, Recreation Director
     Howard Carter, RV Lot Attendant
     Deanna Bennett, Recording Secretary
  - b. Rules of Order
  - c. Chairs Report
- 4. Approval of Minutes
  - a. January 16, 2018 (pp. 1-)
- 5. Shareholder/Member Comments Agenda Items Only

(Limited to 3 minutes per person)

- 6. Correspondence
  - a. Correspondence from Bob Croft (pp. )
- 7. Unfinished Business
  - a. Individual Lease Agreements (pp.)
- 8. New Business
- 9. Policies
  - a. Adopt Policy 1487-50, Community Operations-RV Lot (pp. )
  - b. Adopt Policy 1487.01-50, Fines (pp. )
  - c. Adopt Policy 1487.02-50, RV Lot Maintenance (pp.

- 10. Staff Reports
- 11. President's Comments
- **12.** Shareholder/Member Comments (Limited to 3 minutes per person)
- 13. Committee Member Comments
- 14. Next Meeting
- 15. Adjournment



# SPECIAL RV LOT AD HOC COMMITTEE MINUTES Tuesday, January 16, 2018

The special meeting of the RV Lot Ad hoc Committee was held on Tuesday, January 16, 2018. The meeting was called to order at 1:00 p.m. by Chair McGuigan, in the Administration Conference Room, followed by the Pledge of Allegiance led by Ms. Snowden.

### **ROLL CALL**

Present: Mr. S. McGuigan, Chair Mrs. L. Perrotti

Mr. R. Crossley Mr. P. Pratt

Mrs. I. Heinrichs Ms. P. Snowden

Ms. R. Winkler (left at 3:36 p.m.)

Staff and Ms. L. Stone, GRF President

Guests: Mr. R. Ankeny, Executive Director

Mr. T. DeLeon, Recreation Director Mr. H. Carter, RV Lot Attendant Mrs. D. Bennett, Recording Secretary

No Foundation Members

#### **CHAIR'S ANNOUNCEMENTS**

The Chair welcomed and introduced Foundation members, guests and staff.

By unanimous consent, the Chair declared the reading of the quorum notification be dispensed with; there was not a quorum of the Golden Rain Foundation Board of Directors (GRF BOD).

The Chair introduced GRF President Linda Stone, Executive Director Randy Ankeny, Director of Recreation Terry DeLeon, RV Lot Attendant Howard Carter, and Recording Secretary Deanna Bennett.

#### **CHAIR'S REPORT**

The Chair did not submit a report.

#### APPROVAL OF COMMITTEE MINUTES

The minutes of January 4, 2018 were approved, as presented.

### SHAREHOLDER/MEMBER COMMENTS (AGENDA ITEMS ONLY)

No shareholder/members spoke on agenda topics.

#### CORRESPONDENCE

Three items of correspondence were received by the Committee.

The Chair called for a 10 minute break at 2:30 p.m.

#### **UNFINISHED BUSINESS**

#### Individual RV Lot Lease Agreements

Ms. Snowden MOVED, seconded by Ms. Winkler and carried unanimously by the Committee members –

**TO** recommend the GRF BOD approve the individual RV Lot lease between GRF and GRF members, as amended.

#### **NEW BUSINESS**

### Approve Draft Policy 1487.02-50, Variance to Policy 1927-37

Ms. Winkler MOVED, seconded by Mrs. Perrotti and carried unanimously by the Committee members present –

**TO** recommend the GRF BOD approve draft Policy 1487.02-50, Variance to Policy 1927-37, pending the Committee Chair's approval.

#### STAFF REPORTS

No staff reports were presented.

#### PRESIDENT'S COMMENTS

The President commended the Committee on its progress.

#### MEMBER COMMENTS

No members spoke on various items pertaining to the Committee's area of purview.

#### **COMMITTEE MEMBER COMMENTS**

Six Committee members spoke on topics related to today's Committee meeting.

# **ADJOURNMENT**

The meeting was adjourned 3:47 p.m.

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Steve McGuigan Chair, RV Lot Ad hoc Committee 01.16.18 **THIS** 

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1487-50

# **COMMUNITY OPERATIONS**

### USE OF COMMUNITY FACILITIES

# **ADOPT**

### Recreational Vehicle Lot (RVL) Rules and Regulations

2. Except where otherwise defined and or approved by GRF policies, QRV will be defined in accordance with California Health and Safety Code (CHSC) 18010 as follows:

# "Recreational Vehicle" means both of the following:

2.1.1. It contains less than 320 square feet of internal living room area, excluding builtin equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms

Some Recreation Vehicles exceed 320 square feet. Do you mean any vehicle exceeding the 320 square feet cannot be stored in the RV Lot? There is no reason to have this requirement.

- 2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections <a href="Some Recreation Vehicles exceed 400 square feet">Some Recreation Vehicles exceed 400 square feet</a>.

  Do you mean any vehicle exceeding the 320 square feet cannot be stored in the RV Lot? There is no reason to have this requirement.
- 2.1.4. It is either self-propelled, truck mounted, or permanently towable on the highways without a permit, i.e., car caddy *What other kind of Recreation Vehicle exist?*
- 2.2 A park trailer, as defined in Section 18009.3 (CHSC). <u>Not sure why this item is here since 2.1.4 restriction covers this.</u>
- 3. The following described solely-owned by GRF Member(s) QRV, operated and

Department of Motor Vehicles (DMV) registered is eligible to be placed in a leased GRF RVL space. All vehicles must be in operating condition: <u>This restriction is in conflict with DMV registration requirements. All parties on a title/registration when it is stated as "OR" are legally responsible for the vehicle. Many owners have other peoples name on the title/registration so that in the event one of them is incapacitated or dies the vehicle can be sold and is not tied up in probate. Additionally many Shareholders have all of their property in a Living Trust including their RV.</u>

3.8. Empty boat trailers are allowed to park in the lessee's leased space. The trailer and boat must be inspected together at the initial inspection and subsequently every six

months (semi-annually) <u>This statement is requiring the boat owner to incur the cost of taking their boat out of the water bringing it to the RV Lot for inspection, is this really necessary?</u>

- 3.9. Box trailers used solely for recreational purposes. No storage or workshops are permitted inside box trailers. Any QRV inside of a box trailer must be operational at all times; in working order and ready to use. Box trailers are subject to random inspection You may want to consult with your legal counsel to confirm you have the right to go into someone's private property to inspect it.
- 4. The following described vehicles are <u>NOT</u> permitted to be placed in a leased QRV space and may be towed away at the Member's expense upon approval of the GRF BOD. The QRV MUST BE used primarily for the purpose for which it was designed.
  - 4.1. RV of former GRF Members <u>This statement implies that I cannot buy a RV from a former GRF Member and lease a space in the RV Lot. You may want to consider deleting this requirement.</u>
  - 4.2 Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long (including the tongue) Since you new lease permits "other vehicles: to be stored in the RV Lot why would you have this restriction?
  - 4.5. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacture for human habitation <a href="Moltre:Not sure what "not intended by the manufacture for human habitation" means. Did not know "manufactures" designed all trailers for a specific use.</a>
- 5. Only a GRF approved QRV, registered <u>solely</u> to GRF Member(s) will be given a one year RVL lease. The GRF Member(s) will provide the following information at the time of the initial application and annually thereafter within 30 days of their QRV registration renewal:
  - 6.1 A valid GRF Member's State issued driver's license
  - 6.2 Proof of appropriate liability insurance with the GRF Member's name as the primary insured
  - 6.3 Vehicle registration papers with the GRF Member(s) name as sole owner
  - 6.4 The current GRF Member's identification card
  - 6.5 Current emergency contact information

Non-compliance with the above will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.

<u>Don't believe the entire section 5. And 6.1 thru 6.5 belongs in the (RVL), they included</u> and part of the Lease agreement in (RVL). Don't believe these statement belongs here.

9. A maximum of one space per Leisure World address will be assigned. In the past Shareholders were allowed to have two spaces if a second space were available and if there was no one on the waiting list for a particular size space a second one would be leased to a RV Club Member. The RV Club only allocated 35 spaces to be used as second spaces.

- 10. No structures of any kind may be erected on the leased space (i.e., tents, portable garages, shed, unauthorized storage units, etc.). Only one (1) GRF <u>pre-approved</u> storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant. <u>Many "sheds" are considered storage units. Clarification on this may be needed</u>
- 12. There is a RVL lease fee. There is an initial setup fee. Fee includes processing, gate remote and key. The lease fee is for all GRF approved QRV for each vehicle space, each year. (See Policy 1487.01-50). **Don't believe this section belongs here it belongs in the Lease Agreement. The (RVL) don't apply unless you have a Lease Agreement. The Lease Agreement is the predicate to the (RVL)**
- 13. Annual billing will be sent to every lessee in the RVL prior to June 1st. A prorated refund will be given *only* if the space is *cancelled by GRF* during the lease period. <u>Don't believe this section belongs here it belongs in the Lease Agreement. The (RVL) don't apply unless you have a Lease Agreement. The Lease Agreement is the predicate to the (RVL)</u>
- 17.It is prohibited to allow QRV slide outs to be extended. Exception: when using the charging station. In some QRV the slide-out needs to be extended when you need to access the inside of the QRV when cleaning or loading supplies. I would qualify this statement by limiting the slide-out extension to 24 hours in the assigned space as long as it does not exceed the limits of the assigned space.
- 30. The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed. Dump Station procedures are simple: only dump all liquid waste in the appropriate sewer connection in the pit, rinse out the sewer pit and close sewer connection cover when finish. Leisure World Shareholders Guest with RV should make arrangements with the Lot Manager if they need to use the dump station or be accompanied by a RV Lot Lessee. (There are no public dump station near LW for a Guest to dump their waste water when needed.)
- 31. No repairs of any kind shall take place at the charging station. <u>A list of Safety and minor repair/maintenance has been forwarded to Randy to be consider and inclusion in the Policy.</u>
- 32.QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No "For Sale" signs are to be posted on the QRV. You may want to check with your legal counsel regarding sale of an individual's QVR, I don't believe you can dictate or require and individual, when selling there QRV "by the owner only"

  The current green bulletin board was installed by the LW Trailer Club as a public bulletin board to post and advertise RV's for sale, RV parts and accessories, and for RV service and parts vendors to post their services/business cards
  - 32.1. Anyone selling a QRV that belongs to another can have their RVL privileges suspended or revoked and their lease canceled and/or the QRV towed. <u>You may want to check with your legal counsel on this issue as well. I don't believe this restriction is legal since it is a private transaction between the two parties.</u>

- 33. The pedestrian gate must be locked immediately after passing through at all times. <u>You</u> may want to consider installing a spring loaded gate closure the closure will assure the gate is closed and locked at all times
- 38. Lessees are required to keep the area around their QRV clean and free of debris and clutter at all times.
  - 38.4 GRF Members should be conscious of standing water and make every effort to avoid this (i.e., drain plug pulled, covers taut, etc.) <u>Many of the spaces are not level</u> and are below the roadway level resulting in flooding and standing water in the spaces.
- 39. It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything other than permanently installed jacks. *Most older QVR's, trailers did not come with "permanently installed jacks"*. Supplement jacks are installed to relieve the load of the tires so they do not develop flat spots from sitting on the ground for an extended period of time. Standard practice for most RV's and Trailers.
- 40. Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an unoccupied GRF Member's space. Abandoned materials may be discarded by the GRF RVL Staff, without notice to the Member. Not sure what this section means. If someone has a Lease how can they abandon materials in their space? Wheel chocks, planks, bricks, wheel covers may be left in the space while the QVR is out of the Lot, they are not abandoned. Also, as stated above some spaces grade is uneven and floods when it rains so many spaces have planks, and bricks to uses as a level walkways and to avoid walking in standing water.
- 42. No approved work or maintenance shall be done to any vehicle while in the RVL. The RVL Staff may allow a variance to the above, as determined in its sole discretion. A list of Safety and minor repair/maintenance has been forwarded to Randy to be consider and inclusion in the Policy.
- **43.** Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time of Policy 1487-50 and Policy 1487.01-50; adoption, are superseded and canceled. **This section is not necessary since there are no prior RV or vehicle Parking Storage Lot Rules and Regulations.**
- 44. Non-payment of fees in addition to any late fees incurred may result in the disciplinary procedures being implemented by GRF and imposition of fines up to \$500 and/or cancellation of lease. Don't believe this section is appropriate for Lot Rules. I believe GRF would be better served in having this section part of the Lease Agreement.
  - 45. If an issued citation has not been addressed/corrected by the Member within thirty (30) days of notification, a second citation will be issued. If the Member continues to ignore the violation, the GRF PRV Panel may recommend to the GRF BOD, the termination of the lease and/or tow of the QRV <u>Don't believe this section is appropriate for Lot Rules. I believe GRF would be better served in having this section part of the Lease Agreement. Also, you may want to rethink this issue since many Lessee are out for extended periods with their QRV they may not receive the citation and able to address the issue in the time frame you stated.</u>

The above concludes my comments and review of the new Lot Rules. I do however, have two additional comments related to the RV Lot.

With GRF now having the primary responsibility for administration, governance and coordination of maintenance for the RVL it appears this effort is not working too well. The cost of administering the lot leases: GRF administration time and staff, and the maintenance of the RV Lot is exceeding the income it was to produces. It is my understanding that GRF is requiring more staff to successfully manage the RV Lot. The cost all Leisure World Shareholder will increase.

GRF may wish to consider turning over the management and operation of the RV Lot to the Leisure World Trailer Club when its lease expires in May 2018. This action will free up GRF administration staff, reduce GRF operating cost as well as save all Leisure World Share Holders money. With the Trailer Club assuming the responsibility of managing and maintaining the RV Lot with a 5 year lease agreement there would be no cost to the Leisure World Shareholders. The RV lot would generate income for GRF and reduce the overall operating cost for GRF and the Shareholders.

There is a rumor going around that GRF does not plan on renewing the Leisure World Trailer Clubs lease when it expires in May 2018. Please confirm this rumor is not true and if it is true what would be the justification for such action.

I would like to thank you in advance for reviewing my comments and input regarding the new Lot Rules and the other matter. I look forward to your timely response and answers to the questions I have stated.

Bob Croft Mutual 9

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This Lease Agreement is made between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and:  NAME: ADDRESS: Seal Beach, Ca. 90740 (hereinafter referred to as "LESSEE")
I. OPENING CLAUSES
This Lease is made with reference to the following facts and objectives:  a) GRF is the owner (In Trust) of the premises which consists generally of a 5.5.1- acre parcel of real property- located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. LESSEE is willing to lease (Space) on these premises from GRF, pursuant to the provisions stated in this Lease.
b) The LESSEE wishes to lease the above portion of the premises for purposes of storing recreational vehicles, trailers and other vehicles.
c) GRF and the LESSEE have examined the premises and are fully informed of its condition. LESSEE represents that, at the time of this Lease, the premises are in good order, repair, and in a safe and clean condition.
II. PREMISES
GRF leases to LESSEE and LESSEE leases from GRF (Space) located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California.
III. TERM
The term of this Lease shall be months commencing on, 20, and ending, 20
IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES
a) LESSEE shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of: [check one]
<ul><li>□ 20 foot or less space: \$120.00 a year</li><li>□ 21 foot to 30 foot space: \$150.00 a year</li><li>□ 31 foot and above: \$240.00 a year</li></ul>

The first year's payment is payable ten (10) days after the contract is signed by both parties and the LESSEE is invoiced. For each subsequent year, annual lease payment is due on June 1st with a 10-day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent. In addition to late fees, for each check that a bank returns for any reason, the Lessee must pay \$25.00.

- b) Lot Access Devices (Clickers) and Trust property gate key
  - i. Each LESSEE shall receive one (1) lot access clicker and one (1) gate key for a \$50 deposit.
  - ii. Upon end of term of lease and/or cancelation of the lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
  - iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
  - iv. Lost or damaged clickers or keys will be replaced for \$25, original deposit shall stand.
- c) All payments shall be remitted to GRF at the address to which notices to GRF are given at Golden Rain Foundation, PO Box 2069, Seal Beach, California 90740 (Attention: Accounting).
- d) GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item 2 above.
  - i. In the event the County of Orange or the State of California increases the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section II, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

#### V. LIMITATIONS ON USE

- a) LESSEE shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles including all tow vehicles that must be registered in the Shareholder's name and have a Leisure World Seal Beach address and in operable condition. All vehicles must be owned by a GRF Member in good standing per the terms and conditions of the Trust Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement and may not be delinquent on any assessments or fines verified by the Stock Transfer office. LESSEE must be the principle user of the vehicle. All stored equipment will be legally licensed, insured and have a current, registered GRF decal. No vehicles shall a have a PNO (planned non-operation) status. No other uses may be made of these premises without the consent of GRF.
- b) Membership in the RV Club is not a requirement for being able to lease a space in the lot.

- c) LESSEE's use of the premises as provided in this Lease shall be in accordance with the following:
  - i. LESSEE shall not do, bring or keep anything in or about the premises that will cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
  - ii. If the rate of any insurance carried by GRF is increased as a result of the LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from GRF's insurance carrier stating that the rate increase was caused solely by an activity of LESSEE on the premises as permitted in this Lease, whichever date is later, the sum equal to the difference between the original premium and the increase in the premium.
  - iii. LESSEE shall comply with all of the laws concerning the premises and LESSEE's use of the premises, including with limitation, the obligation at LESSEE's cost to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.
  - iv. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement without any cancellation notice required.
  - v. LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property.
  - vi. Security will provide stickers, which must be clearly posted on all vehicles parked on the premises. All vehicles owners must show proof of a valid GRF ID card, valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to be eligible to lease a space in the lot.
  - vii. LESSEE is required to keep the area surrounding the premises clean and free of clutter and debris at all times.
  - viii. No hazardous materials are to be disposed of in the RV Storage Lot or anywhere on the premises.
  - ix. LESSEE is not permitted to conduct any commercial enterprise on the premises.
  - x. Maximum of 2 spaces can be assigned to any LWSB address.
  - xi. LESSEE shall not allow any vehicles to be washed on the premises, except in the GRF wash facility.
  - xii. RV's and all stored vehicles must be driven or towed out of the storage lot at least once a year.
  - xiii. No living, overnight sleeping, or cooking in the premises is permitted at any time.
  - xiv. Vehicles will be kept in good running order with no flat tires. Lessee shall have 30 days to repair, fix or remove vehicle in need of repair from portions of the leased premises.

xv. The premises are to be used for storage (see 1 (b)).

xvi. Change of ownership on any vehicle does not guarantee a space in the premises. The new owner must request permission to enter into a new lease with GRF and he/she will move to the end of any waiting list.

#### VI. MAINTENANCE

LESSEE, at its cost, shall maintain in good condition, all portions of the leased premises, including without limitation, any personal property, and improvements of GRF currently located on the premises.

- a) LESSEE shall be liable for any damage to the premises resulting from the acts of omissions of LESSEE or its authorized representatives.
- b) GRF shall maintain the premises.
- c) LESSEE shall not make any alterations to the premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the premises on expiration of termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require LESSEE to remove any alteration that LESSEE has made to the premises. If GRF so elects, LESSEE, at its cost, shall restore the premises to the condition designated by GRF in its election before the last day of the term.
- d) If LESSEE makes any alterations to the premises as provided in this Section, the alterations shall not be commenced until seven (7) days after GRF has received written notice from LESSEE stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

#### VII. MECHANIC'S LIENS

LESSEE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. LESSEE shall keep the premises, including improvements and land in which the premises are a part, free and clear of all mechanic's liens resulting from construction done by or for the LESSEE. LESSEE shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, LESSEE procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 which provides for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

#### VIII. UTILITIES AND SERVICES

a) LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, sewer and telephone

service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.

- b) GRF shall furnish electricity, water and trash service for the premises.
- c) GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

### IX. INDEMNITY AND EXCULPATION, INSURANCE

- a) GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE'S property from any cause. LESSEE waives all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to LEESSE for damage resulting from the negligent acts or omissions of GRF or its authorized representatives.
- b) LESSEE shall indemnify, defend and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of any such damage.
- c) LESSEE shall pay the premiums for maintaining any insurance required by this Lease.
- d) Any LESSEE activity which requires special insurance not specifically mentioned herein will be maintained by LESSEE. Proof of such insurance shall be provided annually to GRF.

#### X. ASSIGNMENT

- a) LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or sublease all or part of the premises, or allow any person or entity to occupy or use all or any part of the premises, without first obtaining GRF's consent. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- b) No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
  - i. If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.
  - ii. If a writ of attachment or execution is levied on this Lease.
  - iii. If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the property.

c) An involuntary assignment shall constitute a default by LESSEE and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of LESSEE.

#### XI. DEFAULT

- a) The occurrence of any of the following shall constitute a default by LESSEE:
  - i. Failure to pay monies when due;
  - ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If a default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- b) Notice, as given under this paragraph, shall specify the alleged default in the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF so elects in the Notice.
- c) GRF shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:
  - i. GRF can terminate LESSEE's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination. GRF has the right to recover from LESSEE:
    - 1. The worth, at the time of the award of the unpaid monies that had been earned at the time of termination of this Lease;
    - 2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided;
    - 3. The worth, at the time of the award of the amount by which the unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE provides could have been reasonably avoided; and
    - 4. Any other amount and court costs necessary to compensate GRF for all detriment proximately caused by LESSEE's default.
- d) GRF, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GRF, at any time by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a

later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

#### XII. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this paragraph.

#### XIII. WAIVER

- a) No delay or omission in the exercise of any right or remedy of GRF on any default by LESSEE shall impair such a right or remedy or be construed as a waiver.
- b) GRF's consent to, or approval of any act by LESSEE requiring GRF's consent or approval, shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by LESSEE.
- c) Any waiver by GRF or any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

#### XIV. ATTORNEYS' FEES

If either Party commences an action against the other party arising out of, or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

#### XV. MISCELLANEOUS

- a) Entire Agreement. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- b) Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision

shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.

- c) Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted electronically shall have the same force and effect as original signatures.
- d) Authority to Enter Agreement. This Lease Agreement is the result of arms-length negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

#### **GOLDEN RAIN FOUNDATION**

By:		
GRF President		
Date:		
LESSEE		
By:		
Date:		

#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

# Recreational Vehicle Lot (RVL) Rules and Regulations

- 1. Recreational Vehicle Lot (RVL) general use conditions:
  - 1.1 The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Members in good standing, per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies. "Good standing" means that Members may not be delinquent on any assessment (more than 30 days), and related charges, fees or fines as verified by Stock Transfer and Finance Departments, for the storage of their Qualifying Recreational Vehicle(s) (QRV).
  - 1.2 The Recreation Department has the primary responsibility for administration, governance and coordination of maintenance issues for the RVL. The RVL is authorized by the (GRF) Board of Directors (BOD). For information or maintenance issues in regard to the RVL, call the RVL Attendant at (562) 431-6586 ext. 373.
- 2. Except where otherwise defined and or approved by GRF policies, QRV will be defined in accordance with California Health and Safety Code (CHSC) 18010 as follows:

# "Recreational Vehicle" means both of the following:

- 2.1 A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, **designed for human habitation for recreational purposes**, emergency, or other occupancy that meets all of the following criteria:
  - 2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms
  - 2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections
  - 2.1.3. It is built on a single chassis
  - 2.1.4. It is either self-propelled, truck mounted, or permanently towable on the highways without a permit, i.e., car caddy
- 2.2 A park trailer, as defined in Section 18009.3 (CHSC).
- 3. The following described solely-owned by GRF Member(s) QRV, operated and

# USE OF COMMUNITY FACILITIES ADOPT

# Recreational Vehicle Lot (RVL) Rules and Regulations

Department of Motor Vehicles (DMV) registered is eligible to be placed in a leased GRF RVL space. All vehicles **must be in operating condition**:

- 3.1. Travel Trailers 13 to 40 feet in length
- 3.2. Fifth wheel trailers 15 to 40 feet in length
- 3.3. Folding camp trailers
- 3.4. Class A recreational motor home, built on a truck chassis with a gasoline or diesel engine
- 3.5. Class C recreational motor home, built on a modified van chassis and usually overhangs the cab
- 3.6. Class B conversion van camper (may have a raised roof)
- 3.7. Boats on trailers (personal water craft i.e. jet skis, Sea Doos or similar vessels
- 3.8. Empty boat trailers are allowed to park in the lessee's leased space. The trailer and boat must be inspected together at the initial inspection and subsequently every six months (semi-annually)
- 3.9. Box trailers used solely for recreational purposes. No storage or workshops are permitted inside box trailers. Any QRV inside of a box trailer must be operational at all times; in working order and ready to use. Box trailers are subject to random inspection
- 4. The following described vehicles are <u>NOT</u> permitted to be placed in a leased QRV space and may be towed away at the Member's expense upon approval of the GRF BOD. The QRV <u>MUST BE</u> used primarily for the purpose for which it was designed.
  - 4.1. RV of former GRF Members
  - 4.2 Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long (including the tongue)
  - 4.3 Commercial rental, or similar type, open or closed trailers
  - 4.4 Any eligible (as described in Section 2) DMV registered RV, passenger or commercial vehicle converted into a storage unit
  - 4.5. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacture for human habitation
  - 4.6 RV not currently registered with GRF Recreation Department
  - 4.7 Horse/livestock trailers

#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

# Recreational Vehicle Lot (RVL) Rules and Regulations

- 5. All GRF approved QRV must be in operating condition at ALL times and shall be required to display current on-street/highway registration, of any state, on the license plate.
- 6. Only a GRF approved QRV, registered <u>solely</u> to GRF Member(s) will be given a one year RVL lease. The GRF Member(s) will provide the following information at the time of the initial application <u>and annually thereafter</u> within 30 days of their QRV registration renewal:
  - 6.1 A valid GRF Member's State issued driver's license
  - 6.2 Proof of appropriate liability insurance with the GRF Member's name as the primary insured
  - 6.3 Vehicle registration papers with the GRF Member(s) name as sole owner
  - 6.4 The current GRF Member's identification card
  - 6.5 Current emergency contact information

Non-compliance with the above will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.

- 7. Any changes in the QRV ownership, GRF Member's address, insurance, phone number, emergency contact or license plate number of the QRV, must be reported to Recreation Department within seven (7) days of the change. Written notification shall be mailed, or delivered by hand to: Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740. The Recreation Department will acknowledge receipt of the documents in writing.
- 8. Non-compliance with any rule or regulation contained in this policy may result in cancellation of the RVL lease, towing of the QRV and/or disciplinary action.
- 9. Spaces in the RVL will be assigned by the GRF Recreation Department on a first come, first served basis, one vehicle per space, at its sole discretion. A maximum of <u>one</u> space per Leisure World address will be assigned. Spaces will be assigned by the length of the vehicle in order to make the best use of the available spaces. Space assignments are subject to change upon notification. QRV shall only be parked within the footprint of the assigned space. A car caddy, as described in Section 2, may be parked with a motorhome if space allows. QRV not parked in their assigned space will be subject to tow at Member's expense (See Policy 1927-37) and/or the Member may be subject to disciplinary action.

#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

- 10. No structures of any kind may be erected on the leased space (i.e., tents, portable garages, shed, unauthorized storage units, etc.). Only one (1) GRF <u>pre-approved</u> storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant.
- 11. The Recreation Department may request that GRF approved QRV will be moved as required for maintenance of the RVL. When a ten (10) day notice has been issued, and if the QRV has not been moved, Staff may move the QRV or have the vehicle moved or towed. All costs incurred will then be charged to the GRF Member leasing the space.
- 12. There is a RVL lease fee. There is an initial setup fee. Fee includes processing, gate remote and key. The lease fee is for all GRF approved QRV for each vehicle space, each year. (See Policy 1487.01-50).
  - Annual billing will be sent to every lessee in the RVL prior to June 1st. A prorated refund will be given *only* if the space is *cancelled by GRF* during the lease period.
- 13. The RVL access shall only be granted to those GRF Members having a RVL lot lease. A maximum of <u>one</u> key and <u>one</u> remote per space will be issued. Keys and remotes are the property of the GRF and are issued by the RVL Attendant upon signing a lease for a space. The GRF Member will be the only one issued a key and remote for access to the RVL. The GRF Member may not give or loan their key or remote to anyone. Non-residents will not be allowed entry into the RVL without the GRF Member being present. The GRF Member must remain with the guest during the duration of their time in the RVL. All QRV will need to be driven or towed off of the lot by the Lessee. Authorization for entry letters will not be allowed. The Lessee is responsible for their guests at all times.
- 14. The Recreation Department will charge a deposit for the key and remote (See Policy 1487.01-50). This fee is refundable upon key and remote return to the GRF Recreation Department. Altering or reprogramming remotes or duplicating the key, will result in disciplinary action and/or the termination of the RVL lease and/or tow of the QRV. No one without a QRV in the RVL shall have a remote or key. Anyone using same will be removed from the RVL, have the remote and key taken and will no longer be

#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

### Recreational Vehicle Lot (RVL) Rules and Regulations

#### allowed in the RVL, even as a guest.

- 15. A current copy of the *Recreational Vehicle Lot (RVL) Rules and Regulations Policy 1487-50 and Fees and Fines for the RVL 1487.01-50*, will be issued to the responsible party of the leased space at the time of application. The GRF Recreation Department will notify the GRF Member when Policy 1487-50 or 1487.01-50 are revised by the GRF.
- 16. The GRF BOD has authorized the Policy Review Violation (PRV) Panel to review all citations specific to the RVL, Policy 1487-50, and has authorized the GRF Recreation Department to strictly enforce the GRF RVL Policy 1487-50 and 1487.01-50 noted herein. The GRF BOD has authorized the Recreation Department to tow or remove vehicles or property in violation of this policy, from the RVL at the member's expense. Any exceptions to Policy 1487-50 or 1487.01-50 require the written approval of the Executive Director or designee and BOD President of the Golden Rain Foundation. Member violation citation records shall be kept for three (3) years. The GRF BOD has established penalties for violations and has noted them on the fine schedule in Policy 1487.01-50. Penalties may be greater for repeated violations within a three (3) year period.
- 17. It is prohibited to allow QRV slide outs to be extended. Exception: when using the charging station.
- 18. It is prohibited to operate a generator in an unattended QRV. When the GRF Security or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
- 19. If a QRV is occupied (lived in) while it is parked in the RVL, the responsible GRF Member will be subject to disciplinary action by the GRF PRV Panel. This violation may terminate the lease and/or tow of the QRV.
- 20. The speed limit within the RVL is five (5) miles per hour.
- 21. Drivers must observe established roadways. NO driving through or across any unoccupied spaces is permitted.
- 22. Drivers must follow the natural angle of entry and departure to and from their space.

#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

- 23. Drivers shall not short the acute angle, nor cross lines or marked corners.
- 24. No off road vehicles are to be driven in the lot at any time, but the GRF Member may load and unload them from their trailer.
- 25. All vehicles stored in the RVL must be operational at all times. Operational is defined as "in use, in working order or ready to use."
- 26. No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
- 27. All QRV leasing a space in the RVL must have a valid GRF RVL use ID sticker, clearly placed on the vehicle.
- 28. Members shall not engage in any conduct that creates a nuisance or otherwise interferes with the use and enjoyment of other Members' spaces or adjacent residences.
- 29. All of the conditions of the Lease must be followed at all times.
- 30. The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed.
- 31. No repairs of any kind shall take place at the charging station.
- 32. QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No "For Sale" signs are to be posted on the QRV.
  - 32.1. Anyone selling a QRV that belongs to another can have their RVL privileges suspended or revoked and their lease canceled and/or the QRV towed.
- 33. No pets are allowed in the RVL other than to transfer the pet from one vehicle to the other.
- 34. The pedestrian gate must be locked immediately after passing through at all times.

#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

- 35. Guests shall not drive or leave their vehicles in the RVL at any time. This includes golf carts.
- 36. Spaces are NOT transferrable. If a QRV is replaced for the same type and size, then a Lessee can maintain their space, but the Lessee must notify the RVL Attendant and update their paperwork. If the QRV is smaller, it may result in a mandatory space change.
- 37. If the Lessee sells their vehicle, that space is not transferable. If the buyer is a GRF Member and is requesting a space in the RVL, they must be added to the waiting list in the chronological order of the request.
- 38. Lessees are required to keep the area around their QRV clean and free of debris and clutter at all times.
  - 38.1 All trash is to be placed in trash containers
  - 38.2 No debris shall be tossed onto the ground
  - 38.3 No hazardous materials are to be disposed of in the RVL (i.e., batteries, tires, antifreeze and other vehicle fluids)
  - 38.4 GRF Members should be conscious of standing water and make every effort to avoid this (i.e., drain plug pulled, covers taut, etc.)
  - 38.5 Tarps and covers must not be frayed or torn or create an appearance of neglect
- 39. It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything other than permanently installed jacks.
- 40. Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an unoccupied GRF Member's space. Abandoned materials may be discarded by the GRF RVL Staff, without notice to the Member.
- 41. Damage caused to GRF property or another Lessee's property must be reported to the RVL Attendant immediately or in his/her absence to the Security Department, and liability will be assumed by the damaging party. Failure to do so may result in immediate accordance with the California DMV Code Section 20002.
- 42. <u>No approved work or maintenance</u> shall be done to any vehicle while in the RVL. The RVL Staff may allow a variance to the above, as determined in its sole discretion.

#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

- 43. One vehicle may remain in the Lessee's space when the QRV is being used on a trip. The vehicle must have a valid GRF Security issued decal on their windshield. No GRF Member visitor passes are allowed. A Lot use pass must be obtained from the RVL Attendant and posted on the dashboard of the vehicle during the Member's trip.
- 44. Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in existence at the time of Policy 1487-50 and Policy 1487.01-50; adoption, are superseded and canceled.
- 45. Non-payment of fees in addition to any late fees incurred may result in the disciplinary procedures being implemented by GRF and imposition of fines up to \$500 and/or cancellation of lease.
- 46. If an issued citation has not been addressed/corrected by the Member within thirty (30) days of notification, a second citation will be issued. If the Member continues to ignore the violation, the GRF PRV Panel may recommend to the GRF BOD, the termination of the lease and/or tow of the QRV.

# **USE OF COMMUNITY FACILITIES**

# **ADOPT**

# **Recreational Vehicle Lot (RVL) Rules and Regulations**

# SCHEDULE OF MONETARY FINES FOR NOTICE OF VIOLATION

	First Offense	Second/Subsequent Offense
#001 HAZARDOUS MATERIAL	\$50.00	\$50.00
#002 JACK SUPPORT	\$50.00	\$50.00
#003 ILLEGAL JACK	\$50.00	\$50.00
#004 FLAT TIRE	FIX-IT - TEN (10) DAYS	\$50.00
#005 MAINTENANCE OR REPAIR	\$100.00	\$200.00
#006 TORN, WORN OUT RV COVERS	\$50.00	\$50.00
#007 FAILURE TO PROVIDE REGISTRATION PAPERWORK	CANCELLATION OF LEASE	
#008 EXPIRED REGISTRATION	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#009 NO VALID RVL ID STICKER	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#010 UTILIZING QRV AS LIVING QUARTERS	CANCELLATION OF LEASE	
#011 CLUTTER	\$50.00	\$100.00
#012 UNAUTHORIZED STORAGE OUTSIDE QRV	\$50.00	\$100.00

# **USE OF COMMUNITY FACILITIES**

# **ADOPT**

#013 UNAUTHORIZED VEHICLE IN SPACE	\$50.00	\$100.00
	First Offense	Second/Subsequent Offense
#014 QRV USED AS A STORAGE UNIT, BUSINESS OR WORKSHOP	\$50.00	\$100.00
#015 GENERATOR RUNNING UNATTENDED	\$50.00	\$100.00
#016 NON-APPROVED STORAGE UNIT ERECTED IN SPACE	\$50.00	\$100.00
#017 QRV INOPERABLE	FIX-IT - TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#018 FAILURE TO NOTIFY GRF OF QRV CHANGES TO THE OWNERSHIP, REGISTRATION, INSURANCE, ADDRESS, PHONE NUMBER, OR EMERGENCY CONTACT	FIX-IT TEN (10) DAYS	AFTER 10 DAYS CANCELLATION OF LEASE
#019 ALTERATION OR RE-PROGRAMMING OF REMOTE OR DUPLICATION OF KEYS	CANCELLATION OF LEASE	
#020 QRV SLIDE OUT EXTENDED FOR MORE THAN ONE DAY	\$50.00	\$100.00
#021 QRV EXCESS SPEED LIMIT IN RVL	\$25.00	\$50.00
#022 OFF ROAD VEHICLE DRIVEN IN RVL	\$25.00	\$50.00

# **USE OF COMMUNITY FACILITIES**

# **ADOPT**

<b>#023</b> PARKING AT CHARGING STATION IN EXCESS OF 24 HOURS	\$50.00	\$100.00
<b>#024</b> VIOLATION OF DUMP STATION PROCEDURES	\$50.00	\$100.00
<b>#025</b> SALE OF QRV BY SOMEONE OTHER THAN OWNER	\$100.00	\$200.00
#026 FOR SALE SIGN ON QRV IN RVL	\$25.00	\$50.00
#027 PETS IN RVL	\$25.00	\$50.00
#028 WILLFUL DESTRUCTION OF GRF PROPERTY IN THE RVL	CANCELLATION OF LEASE	

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#### **USE OF COMMUNITY FACILITIES**

# **ADOPT**

### **RV Lot Maintenance**

Approved lease holders of the Golden Rain Foundation, within areas defined within the terms of the approved lease, may perform the following safety and general maintenance:

### Safety Issue Items:

- 1. Replace headlights, marker lights, tail lights
- 2. Replace broken mirrors
- 3. Replace wiper blades
- 4. Replace cracked or broken Windows
- 5. Repair or replace flat or damaged tires, as approved by the RV Lot staff
- 6. Replace broken bay door latches/locks
- 7. Contain and mitigate any key fluid leaks
- 8. Repair or replace damaged roof access ladders
- 9. Repair or replace surge brakes on trailers

#### General Maintenance Items:

- 1. Service or change out batteries that are easily accessible
- 2. Caulk and seal all exterior seams (to prevent potential water leaks/damage to interior of RV)
- 3. Inspect and fill up of all fluids (usually performed before and after a road trip)
- 4. Change out or clean air filters only
- 5. Repair or replace roof vents (cracked or broken vents may cause water damage if not replaced)
- 6. Replace broken or missing antennas
- 7. Repair or replace power jack on trailers
- 8. Repair or replace power cords