

## Westlake Island Property Owners Association

### VEHICLE TRANSPONDER AGREEMENT

Last Name: \_\_\_\_\_

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

The undersigned Resident(s) who resides at the property listed above agree(s) to the following terms and conditions as consideration for the issuance by the Westlake Island POA of a transponder(s) to provide access through the resident lane and barrier arm. Only vehicles which have been issued a transponder may enter the community through the resident lane and barrier arm.

- 1) Each Property owner will be provided at no cost up to two (2) vehicle transponders per household until July 31<sup>st</sup> 2020. Residents will be required to pay a \$25 fee for each additional transponder and for any transponders issued after July 31, 2020. Tenants will be required to pay \$25 per transponder. The transponder fee may be adjusted periodically to account for any changes in cost of the transponders to the Association. The transponder fees ( including for additional transponders) must be paid at the time the transponder application is submitted. If the application is denied, the payment will be returned along with the application and reason for denial.
- 2) Each transponder tag must be attached to the specific vehicle to which it has been registered. It may not be transferred to another vehicle. Transponders will automatically deactivate if removed.
- 3) Commercial vehicles and other vehicles prohibited by the CC&Rs and/or Rules and Regulations adopted by the Association will not be eligible for transponders.
- 4) Resident transponder applications for vehicles not registered to the Property, (i.e., to an address on Westlake Island) must provide alternative proof of residence in the community and be approved in writing by the Board of Directors.
- 5) The following exceptions may be made, subject to individual review and approval in writing by the Board of Directors:

a) Renters.

Renters of a home within the Westlake Island POA may apply for a transponder with the written authorization of the Property owner. The following information will be required:

- (i) A copy of the first page of the rental agreement showing the rental commencement and termination dates.
- (ii) The signature page of the rental agreement; and
- (iii) The renter's vehicle registration information.

The transponder will be deactivated upon termination of the rental agreement without notice or a hearing before the Board of Directors. It is the Property owner's responsibility to provide written notification to the Association of any termination or extension of the rental agreement. The registration must be in the name of a tenant listed in the rental agreement.

b) Company cars.

If the vehicle of a Resident is registered in the name of a company, the company will be required to provide proof that the vehicle has been provided to the Resident.

c) Other Residents.

For those individuals residing with a Property owner and not subject to a rental agreement, the Property owner will be required to provide a written declaration that such individual is a Resident.

6) Transponder Tag Issuance Process:

a) The Association's Management Company shall review each application for completeness. If necessary, the application will be referred to the Board of Directors for consideration of requested exceptions.

b) Notice of approval or denial will be provided to the Property owner by the Association Management Company. If denied, the Resident will be provided with the reason for denial and process for appeal.

c) The Association's Management Company in coordination with the guard service for the Island will coordinate a convenient time with the Resident for the installation of the transponder(s).

7) Transponder Deactivation and Reactivation Guidelines:

a) A transponder must be deactivated if the vehicle changes ownership or if the Owner of the Property or the Resident requests deactivation by submitting written notice to the Association's Management Company. There is no charge for deactivation. Failure to notify the Association of a change in ownership may result in a fine.

b) The Association's Management Company will verify and process deactivation requests. The Resident or Owner of the Property will be notified in writing when the tag(s) will be deactivated.

c) Reactivation requests will be reviewed by the Management Company which will propose appropriate action to the Board. The Association's Management Company will send written notification of the decision to the Property owner

8) If a Resident is in a vehicle that does not have a transponder, then the Resident must use the visitor lane. Vehicles who approach the Resident lane without a transponder or valid gate pass will be asked to turnaround and enter through the Visitor gate. INITIAL: \_\_\_\_\_

9) Resident acknowledges that the barrier arm is designed to close after each vehicle passes. Any attempt to follow another vehicle through the gate may result in the barrier arm closing and damaging your vehicle or the barrier arm. All damages are the responsibility of the Resident. INITIAL: \_\_\_\_\_

The undersigned further accepts responsibility to promptly notify the Association's Management Company in the event the vehicle status has changed, or the Property owner withdraws his/her authorization for the vehicle to enter the Community.

All vehicle transponders issued are non-transferable and may not be used on other vehicles. Attempting to remove the transponder tag will render it inoperable

Any lost or damaged vehicle transponders must be reported to the Association's Management Company immediately. A one-for-one replacement will be allowed for inoperative transponders resulting from defects within 30 days from the date of issuance.

#### DISCLAIMER

*The Association does not, by entering into this Agreement or otherwise, warrant or represent to any Owner, Resident or other person that the Association is guaranteeing that person's safety or security. To the contrary, while the Association provides a small measure of security consistent with its limited resources and expertise, the Owners and Residents are primarily responsible for their own safety and security while in the Development.*

By signing this document, the undersigned agrees that the Association shall not have any liability, for any reason, arising from or related to the installation or use of the transponders by Owners and Residents. The undersigned hereby agrees to indemnify, defend and hold harmless the Association and its officers, directors, management company and management personnel, and committee members, from any damages, injuries, losses, liabilities, expenses, judgments, awards, attorney's fees and costs, arising from or related to the transponders issued to the undersigned.

The undersigned attests that he/she has read, understands, and agrees to the above terms and conditions governing the issuance of vehicle transponders.

Resident Name (please print): \_\_\_\_\_

Resident Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_