



OCEAN PALMS HOMEOWNERS ASSOCIATION

645 OHIO AVENUE
LONG BEACH, CA 90814

ELECTRIC VEHICLE CHARGING STATION APPLICATION AND APPROVAL POLICY Adopted FEBRUARY 15, 2022

Electric vehicles may not be charged in a parking stall without the installation of an Electric Vehicle Charging Station (EVCS). No EVCS may be installed within any parking stall, without the prior written approval of the Association. All EVCS applications for approval must be submitted in writing together with detailed plans and specifications clearly indicating which parking stall the EVCS is to be located, the brand or manufacturer, technical specifications, and dimensions (i.e., height, width, weight, etc.) as well as any applicable structural requirement or particular electrical needs and usage requirements. The EVCS shall meet all applicable governmental and industry safety standards, and local permitting requirements. Electrical outlets in the parking stalls must be connected to the Owner's electrical meter. A sub-meter may be installed with architectural approval if connections to the owner's electrical meter is not reasonably feasible, however, all charges for electrical usage must be accounted for and paid for by the Owner.

In addition, the EVCS shall be professionally installed by a fully trained, licensed, and bonded contractor, at the sole cost and expense of the applicant. Applicant shall provide proof of contractor's license and insurance naming the Association as an additional insured. The applicant must provide the name of the qualified contractor that will install the EVCS and provide proof of license and insurance. Within sixty (60) days after receipt of a complete written application, the Association shall notify the owner/applicant in writing of its decision. All applications must be complete as submitted or it shall be deemed not submitted at all. An application may be rejected as incomplete due to failure to submit all required information. Denial of an application will be made in writing and will include the reasons for denial and the procedure for seeking reconsideration/appeal of the decision by the Association, if applicable.

Upon approval of the application, the owner of the unit associated with the EVCS shall execute a License Agreement containing the items set forth below, among others, which shall be recorded against the separate interest:

1. The EVCS shall be professionally installed by a fully trained, licensed and bonded contractor, at the sole cost and expense of the applicant. Applicant shall provide proof of contractor's license and insurance naming the Association as an additional insured.
2. The EVCS shall meet all applicable governmental and industry safety standards, and local permitting requirements.
3. The applicant shall agree to pay for the costs of electricity associated with the EVCS.
4. The applicant shall provide a certificate of proof of an umbrella liability insurance policy in the amount of One Million Dollars (\$1,000,000.00), naming the Association as additional insured(s), and shall maintain such policy so long as the EVCS remains installed within the project.
5. Visually the installation shall appear net and attractive without exposed wiring, and without visible damage to any surrounding improvements. In addition, the EVCS shall not be installed so as to interfere with the ease of parking vehicles in the parking stall.
6. Applicant shall be responsible for the following:
 - a. The applicant shall pay for all costs of damage to the EVCS, common areas, exclusive use common areas, or adjacent separate interests caused by the installation, maintenance, repair, removal, or replacement of the EVCS; and
 - b. The applicant shall pay for all costs of maintenance, removal, repair, and replacement of the EVCS until removed from the common area or exclusive use common area and if disposal is required, said disposal shall be performed properly meeting all state and local requirements, away from the Association.

RECORDING REQUESTED BY:

Ocean Palms Homeowners Association

WHEN RECORDED MAIL TO:

Ocean Palms Homeowners Association

C/O Paragon Equities

4543 E. Anaheim St

Long Beach CA 90804

SPACE ABOVE THIS LINE RESERVED FOR RECORDERS' USE

**REVOCABLE LICENSE AGREEMENT
(ELECTRIC VEHICLE CHARGING STATION)**

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(ELECTRIC VEHICLE CHARGING STATION)**

This Agreement, effective as of the date of execution set forth below, is made by and between Ocean Palms Homeowners Association, a California nonprofit mutual benefit corporation (hereinafter referred to as “Association”), and _____ (hereinafter “Homeowner”).

WHEREAS, Homeowner is an owner of the following property at Ocean Palms Homeowners Association, located at 645 Ohio, #____, Long Beach, CA 90814 (“Project”). The legal description of Homeowner’s property is described as:

Parcel 1:

WHEREAS, Homeowner, by virtue of ownership of the aforementioned Unit, is a Member of the Association and subject to the Declaration of Covenants, Conditions and Restrictions recorded on July 31, 2018, as instrument No. 86-988439 in the Official Records of Recorder’s Office of Los Angeles County California (“Original Declaration”) Lot 1 of Tract 44053 as per Map recorded in Book 1070 Pages 87-89 of Maps in the Office of the County Recorders of Los Angeles California.

WHEREAS, Homeowner desires to install an Electric Vehicle Charging Station (“EVCS”) for the purpose of charging his/her electric vehicle in the Common Area adjacent to the parking stall unit identified as follows:

_____.

WHEREAS, the Association is charge with the responsibility of maintaining and repairing the Common Area of the project for the benefit of the Association and its Members; and

WHEREAS, the Homeowner and the Association are desirous of preserving the integrity of the Common Area and ensuring that the installations, ownership and maintenance and removal of homeowner’s equipment will not impose any burden upon the Association.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Homeowner is granted a revocable license to install, own and maintain the EVCS and related equipment (“Equipment”) adjacent to the parking stall unit identified as _____ in the location agreed to by the Association.
2. Homeowner covenants, warrants, promises and agrees that said Equipment will be installed with the manufacturer’s instructions and all applicable building codes and regulations.
3. The EVCS shall be professionally installed by a fully trained, licensed and bonded contractor at the sole cost and expense of the Homeowner. Homeowner shall provide proof of contractor’s license and insurance naming the Association as an additional insured.
4. Homeowner assumes all liability for damage or injury to the Project, the Common Area, to other Units in the Project and to other persons caused or contributed to by the installation, maintenance, use and/or removal and disposal of the Equipment, and agrees to defend and indemnify the Association and hold it harmless from any and all claim or liability arising out of the installation, maintenance, use and/or removal and disposal of the Equipment.
5. The Homeowner shall obtain an umbrella liability insurance policy in the amount of One Million Dollars (\$1,000,000.00), naming the Association (and/or the owner(s) of any separate interest which is affected by the installation) as additional insured(s), and shall maintain such policy so long as the EVCS remains installed within the Project. Homeowner shall provide written proof of this insurance prior to installation and upon request.

6. Homeowner agrees to maintain the Equipment and any portion of the Project affected by the installation of the Equipment including, but not limited to common area walls, floors, and/or ceilings, and related components.
7. Homeowner understands and agrees that the Equipment shall be used by _____ and for the purpose of charging any electric vehicle owned by _____ only. Failure to abide by these provisions shall constitute a breach of this license agreement.
8. At such time as the license recited herein ceases or is terminated, or at such earlier time as the Homeowner removes the Equipment, Homeowner shall at Homeowner's sole expense, restore the affected area of the Project, including but not limited to common area walls, roofs, floors, and related components, to its condition prior to the installation.
9. If Homeowner does not comply with its obligation under this license, after ten (10) days written notice, the Association may remove the Equipment, restore the affected area, and specially assess the Homeowner for any and all costs associated with the removal and restoration. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
10. This license shall be for a term of one (1) year and shall automatically renew annually unless terminated as provided herein.
11. This license may be terminated upon thirty (30) days advance written notice from Association to Homeowner, or ten (10) days after Association issues advance written notice of a breach of this license by Homeowner, if said breach is still not corrected by the tenth day after issuance of the notice.
12. This license may be terminated by the Association, as any other amenity, immediately upon Homeowner becoming delinquent for thirty (30) days or more in the payment of any regular or special assessments.
13. Any and all costs of electricity associated with the EVCS shall be paid for by Homeowner.
14. The EVCS shall be installed and connected to the Homeowner's individual electric power meter and all charges for electricity shall be the sole burden and responsibility of the individual Homeowner.
15. Notices under this Agreement shall be sent to the Homeowner at the mailing address for the Homeowner's Unit listed within the Association's managing agent.
16. This Agreement is intended to bind the Homeowner and any subsequent owner of the Unit, and so the term "Homeowner" as used herein specifically is intended to include not only the person currently owning the aforesaid Unit, but all subsequent owners as well.
17. The person signing this Agreement as Homeowner warrants that they are in fact an owner of the aforementioned Unit, and that the signer has the permission of any and all co-owners of the Unit and acknowledges that the Association enters into this Agreement in reliance upon that representation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth hereinbelow:

OCEN PALMS HOMEOWNER ASSOCIATION,
a California non-profit mutual benefit corporation

DATED: _____ 2022

By: _____

Its: _____

HOMEOWNER:

DATED: _____ 2022

(Print name)

