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# Hurricane Plan

## Vehicle Storage / Parking

Approved 12/19/2019

History has shown that Hurricanes are unpredictable. Advance warnings are given with respect to the projected path and strength of an approaching Hurricane. However, windstorm event warnings are not certain, tidal surges and flooding can occur with very little or no warning.

The Board of Directors of the Monterrey Condominium Association, Inc. has a fiduciary duty to preserve and protect the association property. The storing and/or parking of vehicles in the 1<sup>st</sup> level parking garage, during a major flooding event, could cause catastrophic damage to the building's structural concrete columns. The force of the tidal surge and flood waters will move vehicles, slamming them into the concrete columns possibly weakening the structural integrity of the concrete supporting column(s).

This plan shall facilitate the Unit Owner's responsibility as it relates to storing/parking their personal vehicle(s) in the 1<sup>st</sup> level covered parking garage during Hurricane Season. For the protection of the common property, it is the responsibility of each vehicle owner to make arrangements to see that their vehicle is removed from the 1<sup>st</sup> level parking garage prior to a Hurricane making landfall that may be deemed a threat to Southwest Florida. The vehicle owner may remove their vehicle from the premises, or at a minimum, relocate their vehicle from the 1<sup>st</sup> level covered garage. Parking on the 2<sup>nd</sup> level parking deck is acceptable.

**IMPORTANT: A vehicle owner who relocates their vehicle to the 2<sup>nd</sup> level "open area" parking deck is liable for damages incurred to the vehicle as a result of wind driven debris. Additionally, at no circumstance shall a vehicle owner permit a lapse of automobile insurance while storing a vehicle on Monterrey Condominium property.**

What necessitates a vehicle owner to having their vehicle removed from the 1<sup>st</sup> level parking garage? **Any approaching Hurricane at a Category 2 or higher, where the National Hurricane Center (NOAA) and/or local authorities deems there to be an eminent threat to South Florida and/or Southwest Florida, shall require the vehicle owner to remove their vehicle from the covered parking garage.**

A vehicle owner, prior to leaving the premises for the summer months, shall be required to leave a functional vehicle key or key fob at the Monterrey's Management Office regardless if the vehicle owner engages to do business with a car watch service. If the vehicle owner does not leave a key to the vehicle and the vehicle owner is absent, at the vehicle owner's expense the vehicle will be towed out of the 1<sup>st</sup> level parking garage.

Upon notice of an approaching Hurricane Category 2 or higher the vehicle owner shall, prior to 48 hours of the Hurricane's predicted landfall, relocate their vehicle from the 1<sup>st</sup> level parking garage. If a vehicle owner fails to relocate their vehicle from the 1<sup>st</sup> level parking garage, the Monterrey Staff, for the purpose of following the Monterrey Condominium Board of Directors orders to preserve and protect the property, will relocate the owner's vehicle to the 2<sup>nd</sup> level parking deck. After the storm passes the vehicle will be returned, as found, to the 1<sup>st</sup> level parking garage. The Monterrey Association reserves the right to charge the vehicle owner a reasonable fee (maximum of \$100) for relocating the vehicle owner's car.

**I, as the vehicle owner, understand and agree that I am ultimately responsible for my vehicle. It is my responsibility, when a Hurricane Category 2 or higher storm is declared and deemed to have an eminent threat on South Florida and/or Southwest Florida, to remove my vehicle from the 1<sup>st</sup> level parking garage or instruct Monterrey Management to remove my vehicle, if the Monterrey Staff is able to do so. If I do not remove my vehicle from the covered garage, I agree that the Monterrey Association may do whatever it deems necessary to preserve and protect association property. In the event I fail to adhere to the Hurricane Plan for vehicle storage and parking, I agree to pay for the charges assessed for the removal and return of my vehicle from/to the 1<sup>st</sup> level parking garage. I understand and agree that the Monterrey Association and Staff is not liable for loss, damage, third party damage or loss to property or person in the event of acts of God, storms, floods or high winds.**

\_\_\_\_\_  
Vehicle Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit #