

Rules and Regulations of the WCA Storage Facility

- 1) The WCA Storage Facility is maintained for the use of Woodcroft residents and shall be maintained exclusively for the storage of residential items owned by Woodcroft residents. No commercial equipment or items for commercial use will be permitted storage in this area.
- 2) Each WCA Storage Facility lessee will be charged a fee of \$150 (*) per calendar year for each assigned space, regardless of the size of the item(s) to be stored. This fee is payable in advance. (*Fee is subject to change.)
- 3) Each WCA Storage Facility lessee will be furnished with a key to open the service road chain lock and the front gate lock. It is the responsibility of each lessee to consistently secure the service road chain lock and the front gate lock after each use. Stored items may be taken in and out at any time. Keys may not be duplicated. The fee for lost or additional keys is \$10 per key.
- 4) Each WCA Storage Facility lessee will agree to properly maintain all storage items and will keep these items located within the boundaries of their assigned storage space. Tarps or coverings may be maintained on any item, but large enclosures and other protective structures are not permitted to be built over any item or within the boundaries of a lessee's leased space. In an effort to improve communication, each lessee will also be provided with the current contact numbers of the lessee(s) storing items next to him or her.
- 5) Each WCA Storage Facility lessee will agree to provide the WCA management with a description, license number, and registration number of all items to be stored in the area. Additional information on items that are not listed on the lessee's current contract must be provided to the WCA management prior to placing these items in storage. Storage Facility lessees may not sublet their assigned space(s) or grant permission for the space(s) to be used by any other individual.
- 6) The WCA reserves the right to request the relocation of items within the Storage Facility in order to facilitate the maximum use of all assigned storage spaces. If this is required, the Storage Facility lessee will be advised in advance of their newly assigned space(s). All items are to be relocated by the lessee to their newly assigned space within two (2) weeks of the notification.
- 7) All property is stored at the Storage Facility lessee's own risk. Storage Facility lessees must maintain any and all desired fire, casualty, theft and/or any other insurance on all property stored in the Storage Facility. The WCA is not responsible for damage or loss to persons or property caused by fire, smoke, explosions, rodents, insects, water, weather-related causes, unexplained disappearance or other causes, including theft and the criminal acts of others.
- 8) All WCA Storage Facility lessees will sign a disclaimer, which states:

I HEREBY RELEASE THE WOODCROFT COMMUNITY ASSOCIATION FROM ALL LIABILITY FOR DAMAGE TO PERSON OR PROPERTY IN THE WCA STORAGE FACILITY.

- 9) WCA Storage Facility lessees may not store the following items in this area under any circumstances:
 - a. explosives, fireworks, or ammunition;
 - b. corrosive, toxic, dangerous or hazardous materials;
 - c. gasoline, oil, fuel, grease, or other flammable chemicals, that are not fully contained in a vehicle fuel tank;
 - d. items having a noxious smell, as determined solely by WCA;
 - e. any illegal or controlled substances;
 - f. weapons of any kind;
 - g. stolen property;
 - h. items illegal for self-service storage under any law
- 10) WCA reserves the right to confiscate any prohibited items located within the WCA Storage Facility.
- 11) The WCA Storage Facility is provided for the storage of residential items only. Storage Facility lessees may not use any part of the Storage Facility for any other purposes, including but not limited to:
 - a) lodging, cooking, sleeping, or consumption of alcoholic beverages or illegal substances;
 - b) parties, gatherings, or meetings for any purpose;
 - c) conducting business or for a work area;
 - d) conducting commercial business or for a commercial work area
 - e) operating power equipment
 - f) any activity constituting a nuisance, as determined solely by the WCA
 - g) any use that violates zoning, criminal, fire, or any other laws.
- 12) Failure of the Storage Facility lessee to abide by the rules and regulations shall be a default by the lessee. If a default occurs, the WCA shall give written notice to the Storage Facility lessee by certified mail to the address listed in the Facility Agreement. If the default is not cured within two (2) weeks of receiving such notice, the WCA may cancel the lease agreement. The Storage Facility lessee will receive a written notice of such cancellation and must remove all stored items from the Storage Facility and return the Storage Facility key within two (2) weeks of the date of the cancellation notice. No refund of fees will be issued to the lessee when a lease agreement is cancelled by WCA. If the Storage Facility lessee fails to remove the property within the time provided, WCA will remove the lessee's property from the Storage Facility area at the expense of the lessee.
- 13) Each lease expires at the end of the calendar year (December 31 No holdovers are permitted. The lessee must remove all stored items from the Storage Facility and return the Storage Facility key by December 31 unless the contract for the next year has been executed by the lessee. If a contract is not executed and property remains in the Storage Facility, the WCA may remove the property from the Storage Facility area at the expense of the former lessee. Additionally, the former lessee will be charged a fee of \$150 per calendar year to be prorated for the length of time any property remains in the Storage Facility after the expiration of the lease.

- 14) The Storage Facility is an amenity provided to residents of Woodcroft. A Storage Facility agreement terminates when the lessee is no longer a resident of Woodcroft. All property shall be removed from the Storage Area and the Storage Facility key returned prior to the lessee moving out of Woodcroft. The lessee will receive a refund prorated from the time the property is removed and the key returned to WCA to the end of the calendar year for which fees have been paid. A Storage Facility lessee who intends to move out of Woodcroft may apply for approval by the WCA board to allow the lease to remain in effect until the end of the calendar year for which fees have been paid. Such application shall be made prior to the lessee moving out of Woodcroft.
- 15) A lessee in compliance with these rules and regulations may terminate a lease by giving notice, in writing, to WCA management. The lessee will receive a refund prorated from the time the property is removed and the key returned to WCA to the end of the calendar year for which fees have been paid.

A copy of these rules and regulations will be provided to each lessee of the WCA Storage Facility.