

EMPIRE STORAGE CONDOMINIUM
ASSOCIATION RULES

1. **Gate:**

All owners and renters are required to use a gate code or transmitter to enter into the facility. To insure security, it is recommended that Owners do not give out security codes or transmitters to others.

2. **Parking:**

No motor vehicle, trailer, camper, boat or similar item including bicycles shall be permitted to remain placed upon the property unless parked within the Unit. Temporary parking in front of a Unit shall be used for loading and unloading purposes only. Refer to Article XII, Section 6 of the CC&R's for more details.

3. **Speed Limit:**

The speed limit within the facility is 5 MPH.

4. **Storage Use:**

The storage Unit shall be used exclusively for storage uses. No activity, except passive storage shall be allowed. No condominium storage Unit shall be used for the purpose of manufacturing, fabrication, sales or any other form of business. No Unit shall be used at anytime for living quarters or any residential use. Refer to Article XII, Section 1 of the CC&R's for more details.

5. **Re-Sales:**

Upon the sale of a Unit, or transfer of ownership, the Seller must notify the Association within fourteen (14) days after the change of ownership in writing by using the Resale Notification Form. The transfer fee for change of ownership is \$50.00. All Owners are required to have a copy of the Covenants, Conditions and Restrictions, By-Laws and Rules. Please notify the Board of Directors or Management if you do not have copies to give to the new Owners.

6. **Rentals:**

The Owners of the Units have the right to lease provided the lease is made subject to the Covenants and Restrictions and are subject to the By-Laws and Association Rules. Each Owner shall be responsible for compliance by said Owner's agent, tenant, guest, invitee, lessee, licensee, their respective servants and employees. Each Owner is responsible for notifying the Board of Renter information. Refer to Article XII, Section 13 for more details.

7. **Signs:**

No signs whatsoever (including but not limited to, commercial, political, and similar signs) which are visible from neighboring unit or property shall be erected or maintained on any Unit or property except:

- (a) Such signs as may be required by legal proceedings;
- (b) Such signs, the nature, number and location of which have been approved by the Board in advance. Refer to Article XII, Section 19 for more details.

8. **Animals:**

No animals shall be allowed to reside or be maintained in any Unit. Refer to Article XII, Section 2 for more details.

9. **External Fixtures:**

No external items such as, but not limited to, television and radio antennas, flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, sunshades, shall be construed or maintained on the Property. Refer to Article XII, Section 3 for more details.

10. **Utility Service:**

No lines, wire or other devices for the communication or transmission of electric current or power, including telephone, television or radio signals, shall be erected, placed or maintained on the Property. Refer to Article XII, Section 4 for more details.

11. **Temporary Structures:**

No temporary building or structure of any kind shall be used at any time for a residence on the Property. Refer to Article XII, Section 5 for more details.

12. **Outside Speakers and Amplifiers:**

No radio, stereo, amplifiers of any kind shall be placed upon or outside, or be directed to the outside of the building without prior written approval of the Board. Refer to Article XII, Section 7 for more details.

13. **Repairs:**

No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon the Property. Refer to Article XII, Section 8 for more details.

14. **Unightly Items:**

All rubbish, debris, unightly material or objects of any kind shall be regularly removed from the Condominium Units and shall not be allowed to accumulate. Refer to Article XII, Section 9 of the CC&Rs for more details.

15. **Explosive and Flammable Items:**

No Unit shall be allowed to be used for storage of any explosive or flammable substance, except as to petroleum products (gasoline or diesel). No other petroleum products shall be allowed to be stored on the premises except as contained in legally authorized and

approved containers not to exceed 50 gallons per Unit. No explosive devices of any nature may be stored within any Unit. Refer to Article XII, Section 15 of the CC&Rs for more details.

16. **Odors:**

No Owner shall permit any Unit to be used for or contain any substance which shall emit noxious or offensive odors, whether toxic or otherwise, which may or do permeate to and or effect the use and enjoyment of any other Unit. Refer to Article XII, Section 16 of the CC&Rs for more details.

17. **Fire Hazards:**

No Owner shall occupy, use or store any materials in any Unit, nor permit any Unit to be occupied or used for any purpose which would increase the premium for fire insurance on the common areas over the normal rates applicable to mini storage facilities. Refer to Article XII, Section 17 of the CC&Rs for more details.

18. **Compliance With Law:**

With the exception of the Office Unit, each Unit shall be used and occupied only for storage purposes. Refer to Article XII, Section 18.

19. **Rules and Regulations:**

The Association shall have the power to make and adopt reasonable Association rules with respect to activities which may be conducted on any part of the Property. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate such Association rules shall be conclusive unless, at a regular or special meeting of the Association. Owners representing a majority of the voting to power of the Association vote to the contrary. Refer to Article XII, Section 21.

The Board of Directors has the authority to impose penalties for CC&R, By-Law and Rule violations, following a due process procedure.

\$	1 st violation - Notice to Correct
\$	2 nd violation - \$25.00 Special Assessment
\$	3 rd violation - \$50.00 Special Assessment

The Board reserves the right to correct an offense or violation. All cost will be at the expense of the Owner. These enforcement procedures are in addition to any other remedies set forth in the Declaration or elsewhere.

20. **Complaint Procedure:**

Complaints regarding the management of the Units and grounds, or regarding the actions of other Owners, shall be handled in a 4-step process as described below:

Step 1: The complainant shall first attempt to resolve the problem by contacting the Owner or individual deemed responsible by the complainant for the problem.

Step 2: If a resolution cannot be reached between the parties, the complainant shall inform the Board of Directors in writing about the problem and the attempts made to

resolve the problem. The letter should reference the Declaration, By-Law or Rule which has been violated, individuals involved, and the date and time the violation occurred.

Step 3: The Board of Directors shall notify the Owners in writing of the unresolved complaint. The Owners shall have two (2) weeks from the date of the Board's letter to respond to the issue. The Owners response may be made in writing, by phone, or in person. The Board of Directors will determine a resolution to the complaint based on the information presented by both parties.

Step 4: If no response is received from the Owner who is the subject of a complaint which involves a violation of the Declaration, By-Laws or Rules of the Association, the Board of Directors is empowered to enforce the Declaration, By-Laws or Rules by any means authorized by law, the Declaration, By-Laws, Rules or otherwise including, but not limited to assessing fines of up to \$50.00 per violation or \$10.00 per day for chronic, continuing violations.

21. **Association Dues:**

All dues are due on January 1 and are delinquent January 31st of the year due. Late charges of \$30.00 per Unit plus fifteen (15%) percent per annum will be applied after January 31st. Lien proceedings will begin on or after April 1st each year, on any Unit delinquent in Association dues.

Each Owner shall be responsible to insure compliance with these Rules, The Association's By-Laws and CC&R's by their tenants, guests and invitees.

Also, see Empire Storage Condominium Owners Association By-Laws and Covenants, Conditions and Restrictions (CC&R's).

The above Association Rules were adopted on March 25, 2005.