



Smithstone Storage Area Rules & Guidelines

1. The Smithstone Homeowners Association assumes no liability for vehicles stored in the storage area. All owners are expected to insure their property and proof of insurance will be required for all vehicles stored, where applicable. Owners assume all risk for use of the storage area and assume all liability for any damage they cause to the facility or to other vehicles.
2. If a special need is present, or a particular space is needed, please add that information on your request for storage.
3. Assigned spaces must be occupied. If space remains vacant for more than 60 days, notification and approval must be received from Storage Area Committee. Failure to comply will result in loss of assignment.
4. All spaces will be issued by a first come first served bases. Once the storage area is full, a waiting list will be established.
5. When a space comes available, or the parking area is expanded, spaces will be filled from the waiting list first.
6. Spaces will be assigned to each storage user with a maximum of two spaces per homeowner. Additional spaces can be assigned on a temporary basis if available.
7. Only homeowners in good standing as to dues and fees will be able to store vehicles. If a homeowner falls into arrears on their homeowner dues, loss of storage privileges will result.
8. Storage privileges are not transferable. Storage spaces are for the specific vehicle or trailer assigned to each space. If a user needs to change the vehicle being stored, a notification to the storage committee will be required.
9. A fixed fee of \$30.00 per quarter, per space will be required for use of the storage area. This fee is subject to change at the discretion of the Board of Directors of the Smithstone Homeowners Association. Fees will be billed quarterly by Hawthorne Management Company on behalf of Smithstone HOA
10. Fees not paid prior to the 30th day of each quarter will result in loss of privileges of the Storage Area. Notification will then be given to remove all items. Failure to remove items within 30 days of notification will result in all items being removed at owner's expense.
11. The gate to the storage area will be locked at all times. A combination for the lock will be issued when a space is assigned. Users are responsible for insuring the gate remains



locked. Parking rights in the storage area do not transfer with property. The buyer of a home in Smithstone does not assume the space of the previous owner.

12. Parking will only be allowed in assigned spaces. No perimeter parking. No parking outside the fenced in area.
13. All stored items are expected to be titled, registered trailers and vehicles. No unlicensed, untitled vehicles. No unusable trailers. No derelict or junked automobiles, boats or RV's.
14. Commercial vehicles may be stored if used by a homeowner for business. Size of the vehicle will have to be considered by the Storage Committee.
15. If more than one vehicle can be parked in one space without infringing on another space, it will be permitted, (i.e. two jet skis or a boat and a jet ski, boat and utility trailer, etc), as long as both vehicles belong to the authorized user.
16. All users of the storage area are responsible for any costs of cleanup due to fuel or chemical spills from their vehicles. All spills must be reported to the storage committee or the Homeowners Association. In the event that a spill warrants the proper government authorities to be notified in order to protect the association from fines and damages the Committee will do so; any expense will be charged to the offender.
17. Anyone caught intentionally dumping any substance (i.e. oil, gas, chemicals, sewage, etc.) in the storage area will lose their storage privilege. The said individual will be reported to the appropriate government agency.
18. No chemicals of any kind are allowed to be stored within the storage area.
19. Items are not allowed to be secured to the fence area. Any damage should be reported to the Storage Area Committee immediately. Damage to the fence area of an assigned space will be repaired at the assigned homeowner's cost.