

SUGARMILL PLANTATION OWNERS ASSOCIATION, INC.
STORAGE AREA RULES AND RESTRICTIONS (July 2002)

1. The storage area may only be used by SugarMill homeowners and/or residents. Items permitted to be stored in the storage area ("Permitted Items") include recreational vehicles, camper shells, utility trailers, watercrafts and their associated trailers. Storage of machinery, vehicles without a toilet or bed, and equipment used for commercial or business purposes is prohibited. Each SugarMill homeowner or resident permitted to use the storage area (each such person a "Storage Area User") may only store his/her Permitted Item(s) in his/her assigned spot. **If a Storage Area User violates this provision, such item(s) will be towed from the storage area and the cost for doing so shall be assessed to such Storage Area User's SPOA account.**
2. The storage area will be managed by _____ (the "Storage Area Manager") or [his, her or its] successor appointed by the Board of Directors (the "Board") of SugarMill Plantation Owners Association, Inc. (the "SPOA"). Storage spots will be available on a first come basis. If an owner or resident requests to store more than one (1) item, the Board reserves the right to approve storage by such owner or resident of less than all requested items. If there are fewer storage spaces available than requested, the Board will choose each Storage Area User by lot from among all qualified owners or residents requesting storage space. A Storage Area User may not assign his/her assigned spot to any other person, and an assigned spot will not pass with the home owned or leased by its respective Storage Area User.
3. The Storage Area Manager will provide to each Storage Area User a numbered SugarMill Storage Area decal for each item to be stored. Items kept in the storage area must display such decal at all times. Items stored in the storage area must also display a current state license plate and applicable state and/or municipal decals.
4. The Storage Area Manager will assign each Storage Area User an individual spot for his/her use. The Storage Area User shall maintain the assigned spot in a manner consistent with other existing SPOA covenants, including, but not limited to, the trimming of weeds and removal of trash and debris. Items stored must be maintained in a safe, neat and orderly manner.
5. Temporary and minor repair of items in the storage area is permitted, provided such repairs do not create a risk to others (i.e., dangerous solvents, parts strewn about, etc.) and are completed in a short period of time. Significant and/or long-term repairs conducted in the storage area are prohibited.
6. Security of the storage area depends upon the control of the keys required for access to such area. As such, a \$25.00 key deposit is required to issue one (1) storage area key to a Storage Area User. The SPOA Business Manager, currently Bennett Management Corp., will refund the key deposit after the Storage Area Manager verifies that the key has been returned and the assigned spot is vacant. The entire key deposit will be forfeited to the SPOA if a Storage Area User loses his/her key. An additional key deposit is required before a replacement key will be issued. For security reasons, no permitted user will be issued a third replacement key except in extraordinary circumstances.
7. Storage area users must be current in payment of their SPOA dues and in compliance with all covenants in order to use the storage area. Any Storage Area User found delinquent in dues or in violation of covenants will lose the privilege to use the storage area until the dues are current and/or the violations corrected. In those cases, the Storage Area Manager will notify the Storage Area User that he/she is required to vacate his/her assigned spot within ten (10) business days and return his/her key. Storage area users who are delinquent in payment of their SPOA dues will not have their key deposit returned. Rather, their key deposit will be credited to their SPOA account to reduce the amount owed to the SPOA. **Storage Area Users failing to vacate their assigned spots within ten (10) business days after being instructed to do so will have their item(s) towed from the storage area and the cost for doing so assessed to their SPOA account.**
8. Each Storage Area User may be contacted by phone by the Storage Area Manager, or an assistant, once per quarter to verify that the assigned spot is actively being used. Since there are a limited number of storage spots, Storage Area Users who fail to use their assigned spot for five (5) consecutive months or longer will be required to give up their assigned spot and return their key. Storage Area Users should notify the Storage Area Manager prior to removing their item(s) from the storage area for an extended period of time, such as removing an RV for a cross country trip, including the approximate length of time their assigned spot will be vacant.

9. Once a Storage Area User ceases to own a home or reside in SugarMill, such Storage Area User must remove his/her item(s) from the storage area and return his/her key. If a Storage Area User fails to do so, the Storage Area Manager shall attempt to contact such Storage Area User regarding return of his/her key and removal of his/her item(s) from the storage area. **Any item(s) remaining in the storage area five (5) months after the first attempted contact will be considered "abandoned" and shall become the property of the SPOA to be disposed of at its discretion. Any cost incurred by the SPOA to remove or otherwise dispose of an abandoned item from the storage area will be the responsibility of the Storage Area User. The SPOA may engage a collection attorney and/or agency to collect any such amounts due.**

10. Storage Area Users must comply with all rules and restrictions (current and future) for the storage area. The SPOA reserves the right to amend or supplement these storage area rules and restrictions at anytime. Storage Area Users must comply with all future changes once notified. **A Storage Area User who fails to comply with any rules and restrictions (current or future) will be required to remove his/her item(s) from the storage area and return his/her key.**

11. THE SPOA SHALL NOT BE LIABLE FOR ANY INJURY, THEFT OF OR DAMAGE TO PROPERTY IN CONNECTION WITH THE STORAGE AREA. THE PROPERTY OWNER ACKNOWLEDGES THAT THE STORAGE AREA IS AN UNATTENDED FACILITY AND THAT VANDALISM AND THEFT HAVE OCCURRED IN THE STORAGE AREA IN THE PAST. STORAGE OF PROPERTY IN THE STORAGE AREA IS DONE SO ENTIRELY AT THE PROPERTY OWNER'S RISK.

(Storage area applicant MUST initial each paragraph in the marked spaces above.)

SUGARMILL PLANTATION OWNERS ASSOCIATION, INC.
STORAGE AREA APPLICATION

Name and address:

Home Phone Number:

Work Phone Number:

Do you own or rent the residence listed above: If renting, who pays SPOA dues?

Type of item(s) you're asking to store in the storage area:

Year/Make/Model of item:

VIN of item to be stored:

Tag number, state that issued the tag, and tag expiration date:

Alternate point-of-contact for use by the SPOA in an emergency:

Name:

Address:

Phone Number:

I acknowledge having been provided with, read and understood, and agree to comply with and be bound by, the terms and conditions of the SugarMill Plantation Owners Association, Inc., Storage Area Rules and Restrictions on the reverse side of this application. **Furthermore, I acknowledge and clearly understand my requirements and responsibilities to:**

(1) Only store my Permitted Items in my assigned spot. I acknowledge that my item(s) may be towed from the storage area by the SPOA should I do otherwise and I agree to reimburse the SPOA for any cost related to removing my item(s).

(2) Not assign, transfer, sell or otherwise dispose of my assigned spot to another person (including other SugarMill homeowners or residents).

(3) Maintain and display a current state license plate and applicable state/municipal decal(s) and a SugarMill Storage Area decal on each stored item at all times.

(4) Maintain my assigned spot and stored item(s) in a safe, neat and orderly manner.

(5) Not perform or cause to be performed significant or long-term repairs of my stored item(s) in the storage area.

(6) Pay a refundable key deposit. Should I lose or misplace my key, I will forfeit to the SPOA the entire deposit and must pay another key deposit to obtain a replacement key.

(7) Stay current in payment of my SPOA dues and in compliance with all covenant restrictions in order to use the storage area. My failure to comply with these provisions will result in my having to remove my item(s) from the storage area and return my key within ten (10) business days of my receipt of notice of such noncompliance. Should I fail to remove my item(s) within the required time, I authorize the SPOA to have my item(s) removed from the storage area and agree to reimburse the SPOA for any cost incurred in doing so.

(8) Not leave my spot vacant for five (5) months or longer without first notifying the Storage Area Manager. Should I fail to provide such notice, I understand that I will be required to give up my spot when requested to do so.

(9) Notify the Storage Area Manager, remove my item(s) from the storage area, and return my key should I no longer own a home or reside in SugarMill. I understand that upon my failure to remove my item(s) within five (5) months after I cease to own a home or reside in SugarMill, my stored item(s) will be considered to have been abandoned and become the property of the SPOA to dispose of in its discretion, and I agree to reimburse the SPOA for any cost incurred in doing so.

(10) Abide by all current rules and restrictions for use of the storage lot, as well as any changes or supplements to said rules and restrictions that may be imposed by the SPOA. Should I fail to so comply, I understand that I will be required to give up my spot when requested to do so.

(11) **Not hold the SPOA liable or responsible for any personal injury occurring within the storage area, or for damage, theft or any other unfortunate action or event occurring to or in connection with my stored item(s).**

Applicant's signature and date:

Application received on this date _____ by (printed name and signature):

Application approved/declined (circle one) on this date _____ by (printed name and signature):

Reason(s) for decline of approval:

Refundable key deposit, by personal check or money order only, made payable to SugarMill Plantation HOA, accepted on this date:

Key deposit check or money order number information:

Key delivered to applicant on this date _____ by (printed name):

Key Number:

Applicant's signature for key and copy of Storage Area Rules and Restrictions or notice of decline of approval: