

## **Premier Storage Owners Association of Yuma Unit #2, Inc.**

### **ASSOCIATION RULES**

#### **1. GATE**

When the Declarant's agent is present, the gate will remain open during the day to prevent over-usage of the gate system. There will be summer and winter hours. All owners and renters are required to use a gate code every time entering the facility to deactivate the alarm on their unit(s). Upon leaving, owners must use their code again to insure the alarm is re-activated on their unit(s). Each time an owner's code is used, it will be logged on the gate system. For security reasons, it is recommended that owners do not give out their cards or codes to others.

Gate codes will be assigned once the Declarant's agent has been provided the new owner or new renter information. Codes are random, and cannot be pre-selected by the owner or renter.

#### **2. PARKING**

No motor vehicle, trailer, camper, boat, or similar item, including bicycles, shall be permitted to remain on the property unless parked within the unit. Temporary parking in front of a unit shall be only for loading and unloading purposes. There shall be no sleeping by any person in any parked vehicle for any length of time at the facility. The temporary parking area located at the back of the facility may be used for short-term parking. The Association must approve a longer time period. Refer to Article XI, Section 6, of the CCR's for more details.

#### **3. SPEED LIMIT**

The speed limit within the facility is 5 M.P.H.

Due to safety reasons, the use of personal conveyance devices on the streets of the facility is prohibited. Personal conveyance devices are defined as, but not limited to, rollerskates, rollerblades, scooters, skateboards, longboards, segways, and hoverboards.

#### **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 any time, for living quarters or any residential use. Refer to Article XI, Section 1, of the CCR's for more details.

#### **5. NO HOSING OUT OF UNITS or EXCESSIVE WATER USE**

No tenant or owner shall hose out the inside of his unit. When units are hosed out, damage may occur to the contents of attached units. If damage is caused in other units and you are found to be in violation of this rule, you can be held liable for the cost of

damages as well as a special assessment fine. No owner or tenant may take excessive water from the property. Water usage shall be limited to normal consumption while owner or tenant is on-site only.

#### **6. RE-SALES**

Upon the sale of a unit, or transfer of ownership, the seller must notify the Association, in writing with a Resale Notification Form, within 14 days after the change of ownership. The transfer fee for change of ownership is \$50.00. All owners are required to have a copy of the Covenants, Conditions, and Restrictions, Bylaws, and Rules. Please notify the Board of Directors or Management if you do not have copies to give to the new owners. Gate Codes are a part of the sale and should be given to the new owner, by the seller, at the close of escrow. A replacement or additional Gate Code is \$50.00.

#### **7. KEY RELEASE**

Owners wanting to have their keys released to any person or business must fax us a signed copy of our Key Release Form. Our Fax number is **(928) 726-1273**. This protects both the Owners Association and your valuables.

#### **8. RENTALS**

The owners of the units have the right to lease provided the said lease is made subject to Covenants, Conditions, and Restrictions, the Bylaws, and the Association Rules. Each owner shall be responsible for compliance of said owner's agent, tenant, guest, invitee, guest, lessee, licensee, and respective servants and employees. Each owner is responsible for notifying the Board or Declarant's Agent of Rental Information. Refer to Article XI, Section 13 of the CCR's for further details

#### **9. SIGNS**

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

- (a) Such signs as may be required by legal proceedings.
- (b) Such signs the nature, number and the location, which have been approved by the Board of advance.

#### **10. ANIMALS**

No animals shall be allowed to reside or be maintained in any unit. All animals brought on site must be on a leash at all times, and the owner must be present at all times with the pet. Owner is responsible for pickup and properly disposing of any pet droppings. Refer to Article XI, Section 2 of the CCR's, for more details.

#### **11. 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 constructed or maintained on the property. Refer to Article XI, Section 3 of the CCR's for more details.

**12. UTILITY SERVICE**

No lines, wire or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon the property unless approved by the Board or the Declarant's agent. No Owner or Renter shall modify or alter the existing electrical outlets or timer switch in the unit. Refer to Article XI, Section 4 of the CCR's, for more details.

**13. TEMPORARY STRUCTURES**

No temporary building or structure of any kind shall be used at any time for a residence or storage location on the property.

**14. 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.

**15. REPAIRS**

No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon the property.

**16. UNSIGHTLY ITEMS**

All rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Condominium Units and shall not be allowed to accumulate. Refer to Article XI, Section 9 of the CCR's for further detail. The door of the storage unit must be able to be closed without any obstruction to the operation of the door.

**17. EXPLOSIVE AND FLAMMABLE ITEMS**

No unit may be used for storage of any explosive or flammable substance, except as to petroleum products (gasoline or diesel). No others petroleum products shall be allowed to be stores on the premises except as contained in legally approved containers not to exceed 50 gallons per unit. No explosive devices of any nature may be stored within any unit. Refer to Article XI, Section 15 of CCR's for further details.

**18. ODORS**

No owner shall permit any unit to be used to contain any substance that emits noxious or offensive odors, toxic or otherwise, which may permeate or affect the use and enjoyment of any other unit. Refer to Article XI, Section 16 of CCR's for further details.

**19. FIRE HAZARDS**

No owner shall occupy, use, or store any materials in 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. This includes, but is not limited to any suspected "hoarding" activities. Refer to Article XI, Section 17, of CCR;s for further details

**20. DAMAGE TO PROPERTY**

If any owner or renter or their guest or invitee is found to have caused damages to any part of any unit, building, structure, exterior fence, doors, bathrooms, kitchen or offices, they will be held financially responsible for the repair of that damage. If they fail to pay for that damage, their unit may be locked and their access denied until payment is made to the appropriate party.

**21. COMPLIANCE WITH LAW**

With the exception of the office unit, each unit shall be used and occupied solely for storage purposes. Refer to Article XI, Section 18, of CCR's for further details.

**22. 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 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 power of the Association, vote to the contrary. Refer to Article XI, Section 20., of the CCR's for further details.

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

- ) 1<sup>st</sup> Violation – Notice to Correct
- ) 2<sup>nd</sup> Violation - \$25.00 Special Assessment
- ) 3<sup>rd</sup> Violation - \$50.00 Special Assessment

The Board reserves the right to correct an offense or violation. All costs 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. Any violation as a result of non-compliance, the Board of Directors reserves the additional right to correct the violation and to special assess for all cost incurred as a result of curing the violation.

**23. 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 the complainant deems responsible for the problem.
- Step 2. If a resolution cannot be reached between the parties, the complainant shall inform the Board of Directors or the Declarant's agent in writing about the problem and the attempts made to resolve the problem. The letter should reference the Declaration, Bylaw 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 2 weeks from the date of the Board's letter to respond to the issue. The owner's 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 to both parties.

Step 4. If no response is received from the owner or individual who is subject of a complaint which involves a violation of the Declaration, Bylaws, or Rules of the Association, the Board of Directors is empowered by the state of Arizona to enforce the assessment fines against the owner who has violated the Declaration, Bylaws, or Rules. Such fines may be assessed up to \$50.00 per violation or \$10.00 per day for a chronic continuing violation.

#### **24. ASSOCIATION DUES**

All dues are due on January 1<sup>st</sup> and delinquent January 31<sup>st</sup> of the year due. Late charges of \$10.00 per unit plus 15% per annum will be applied after January 31<sup>st</sup>. Lien proceedings will begin April 1<sup>st</sup> each year, on units delinquent in association dues.

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Each owner shall be responsible to insure compliance with these Rules, the Association's Bylaws, and CC&R's by their tenants, guests, and invitees.

Also see Premier Storage Owners Association of Yuma Unit #2, Inc. Bylaws and Covenants, Conditions, and Restrictions (CC&R's).