

The Breakers' Storage Units

There are twenty-seven (27) cage/storage units of various sizes located in four separate areas on the first floor of the Breaker's building. Each storage area is accessed through a locked door and only the owner who has a storage unit rented shall have an access key to the door on the area the unit is located. Those who have units that would be affected by this new rules and regulations (in particular those located on the water valves access) can move to the top of the waitlist for a storage unit should they decide to vacate.

THE BREAKERS AMENDED RULES AND REGULATIONS

1. Storage units shall only be rented to owners of the Breakers.
2. Owner's that rent Storage Space shall maintain "Good Standings" with The Breakers COA at all times. Including monthly COA dues, Storage Fees, Maintenance Fee and Assessment Fees as voted on and approved by Board of Directors or vote.
3. A waiting list for a storage unit shall be maintained by management /COA. They shall notify available Condo Owner on the list when a Storage Unit becomes available. Future Storage units will be rented based on new rules & regulations and pricing.
4. Only the owner who has a storage unit rented shall have an access key to the door on the area the unit is located. One key shall be provided at no cost. Future keys requested will be charged a \$10.00 fee.
5. Any condo owner is eligible for "one storage unit per each condo" if they become available. *Note any owner that rented more than one storage unit prior to the new implementation of these amended rules and regulations shall be grandfathered in to the units such owner is renting and is in "Good Standings" with the COA. Once such rental units are released by grandfathered owners, said units shall become available for waiting list COA and no future Owners will be entitled to have more than one storage rental unit per Condo.
6. Cost of each rental unit shall be on a per-square-foot basis established by the Board of Directors. At least 30 days' notice shall be given to owners on any rental increases approved by the COA's Board.
7. The owner who has rented a storage unit shall be responsible for securing the storage unit with a lock.
8. Management and/or the Breaker's COA shall not be responsible for any of the contents in the storage unit.
9. Management and/or the Breaker's COA shall not be responsible for any damage caused to the contents in the storage unit.

10. Management and/or the Breaker's COA shall not be responsible for any stolen items in the storage unit.

11. Management and/or the Breaker's COA shall not be responsible for any water damage caused to the contents in the storage unit.

12. Management and/or the Breaker's COA shall not be responsible for any damage caused by any third party to the contents in the storage unit.

13. Storage unit renters who no longer desire to rent their unit, shall give management/COA at least notice 30 days prior to vacating. If no notice is given said owner shall be billed for a full month of rent. There shall not be a prorated of the rental unit.

14. Unit rental fees are billed on monthly basis with the COA's monthly assessment and due at the same time.

15. An owner that has a storage unit sells and sell their condo shall vacate said unit/s by the closing date of the sale of their condo.

16. The owner selling the condo shall vacate the storage unit on or before the closing date. Any and all fees associated with emptying the unit because of failure to vacate the storage unit by the closing date shall be the responsibility of the owner selling the condo. A grace period of 30 days shall be given to the selling owner but rent shall be pre-paid to that month.

17. After the failure to empty the rental unit within those 30 days grace period, a daily rental of the storage unit shall assessed against the selling owner at a rate of \$5.00 (five dollars) daily until the unit is vacated.

18. If the storage unit is not vacated within those 30 days, management/COA has a right to donate all items within the storage unit to a non-profit third party, after the 30 days have elapsed. Management/COA shall not be responsible for the value of the items donated.

19. The door key of the area where the storage unit is located shall be returned to management/COA at the closing of the sale of their condo unit. Failure to return the key, a charge of \$25.00 shall be assessed against said owner that shall be paid within 10 (ten) days of receiving notice by management/COA for failure to return the key.

20. The storage unit cannot be automatically transferred to the new condo owner.

21. Storage renters shall not store any items in the aisles, outside walls of their units of the rental areas or any other areas that is outside their rental units.

22. The Breakers' Maintenance staff shall monitor all storage areas and assure no aisles, outside walls, nor top cages are blocked, and that proper safety procedure and various codes are not being violated.

23. If management/COA discovers that a storage unit owner renter has violated any of the rules and regulations herein implemented, a written* notice (via email is an approved form of written notice) shall be given to said owner. The owner shall have 3 (three) days to correct/cure the violation. If not corrected timely, said owner shall lose the rental unit and shall vacate the rental unit immediately. All the rules and regulations are applicable to said owner as if the owner was selling the condo.

24. Management/COA shall have access to all storage units that are located to the water valve access and those owners shall provide keys, lock combinations, etc. to access those units to management/COA immediately.

25. If an emergency occurs, Management/COA shall use any means necessary to obtain entrance into a storage unit.

26. Management/COA shall give at least 24 hours' access notice to the rental unit owner that his rental unit needs to be access for regular maintenance to utility lines and water valves for maintenance.

27. There are specific units that house the shut off valves for the building. Immediate access shall be granted to those units for emergency use as well as any non-emergency electrical, plumbing, or water issues that arise. The 24-hour notice shall not be honored. For entry, if for some reason the key cannot be found, the lock shall be removed, even if it means breaking it.

28. The floor in front of each storage unit shall be identified with a number. Management/COA shall maintain a list of all renters identifying which unit each owner has rented.

29. Condo unit numbers shall not be placed on the rental storage units for privacy reasons.

30. No hazardous materials i.e.: Gasoline, Kerosene, Propane, Fertilizer or any other Chemicals shall be stored in the rented storage units.

31. Failure to abide by these rules and regulations shall forfeiture the owner's right to keep the storage unit and owner shall vacate within 10 days of receiving the notice by management and/or the Breaker's COA to vacate.

Approved by the Breakers' COA Board of Directors on the 18th day of November, 2019.

