

Rafter J Ranch Homeowner's Association Storage Area Policy

A. Application

This policy applies to the management of Rafter J lot 335. Article VIII, Section 2 of the Covenants, Conditions, and Restrictions for the Rafter J subdivision establishes the designation of lot 335. The storage area is provided as a convenience to the Rafter J residents and homeowners to facilitate ownership of recreational vehicles, trailers, other vehicles, and other items that cannot be stored at the primary residence in accordance with the Rafter J Covenants, Conditions, and Restrictions and the Rafter J Bylaws.

B. Designation of Storage Area Sizes

1. Lot 335 is subdivided into smaller storage areas for individual and separate use.
2. Each individual storage area shall be marked with a distinctive identifying number.
3. Each individual storage area is designated to be either a single or a double based on the area's size, location, accessibility, and other appropriate factors. The designation as a single or double shall be made by the Board of Directors usually upon recommendation by Rafter J Maintenance personnel.
 - a. Single Size Areas: 1-8, 27, 35, 48-49, 51, 65-66, 68-93, 107-108, & 120-125.
 - b. Double Size Areas: 9-26, 28-34, 36-47, 50, 52-64, 67, 94-106, & 109-119.

C. Prohibited Items in the Storage Area

1. All stored vehicles of types required by the state to be licensed shall display current tags and license.
2. No hazardous materials shall be stored in the Storage Area.
3. Dumping of oil or any other waste product or material is prohibited.

D. Eligibility to Use a Storage Area

1. Applications to use a storage area shall be accepted only from current Rafter J full-time residents. Owners who do not reside in Rafter J full-time are eligible to apply for and use a storage area provided the residence is not occupied full-time by another party. Commercial lot owners are not eligible to use a storage area.
2. A single party may use a maximum of one storage area without regard to how many residential lots owned.
3. Sub-letting of storage areas is not permitted.

E. Assignment of User to Storage Area

1. Storage areas shall be assigned for use on a first-come, first-served basis. If more than one area is available, the user may choose which storage area to use and the user shall be assessed the normal fees associated with the storage area used.

2. If and when all storage areas are in use, applicants for use of a storage area shall be added to a waiting list after submitting a written application. The waiting list shall be managed as described in section F of this policy. Application forms are available on the Rafter J website or from the Rafter J Office.
3. Applications for use of a storage area shall be accepted only from applicants who are current residents of Rafter J. An applicant is considered a current resident provided no other party, other than the applicant's immediate family, occupy the residence.
4. Applications must be renewed and updated at least every year during the month of July. It is the applicant's responsibility to renew the application: reminders will not be provided. Failure to renew shall result in voiding of the application and removal of the applicant from the Storage Area Waiting List.

F. Management of Waiting List for Use of a Storage Area

1. Priority of Applicants: The waiting list of applicants for use of a storage area shall be divided into three sections.
 - a. First Priority shall be given to current storage area users who are requesting a storage area swap.
 - b. Second Priority shall be given to Rafter J eligible homeowners.
 - c. Third Priority shall be given to eligible non-owners.
2. The storage use application shall include the following information:
 - a. Applicant's name,
 - b. Applicant's Rafter J lot,
 - c. Applicant's telephone number or e-mail address to be used for contacting the applicant when a storage area becomes available,
 - d. Storage lot size desired,
 - e. Date of application,
 - f. Signature of the applicant attesting that they have read and understand the provisions of this Storage Area Policy, and
 - g. If the applicant is a non-owner, signature of the owner or his designated agent such as, but not limited to a property manager attesting that they understand that they bear the ultimate financial responsibility for the usage fees for the storage area.
3. Inability to contact the applicant by the contact information on the application shall cause the applicant to be removed from the waiting list. Once removed from the waiting list, reapplication is necessary to be restored to the waiting list.
4. When a storage lot becomes available, applicants shall be contacted in accordance with the order on the waiting list with the priority described in paragraph F.1.

The following information shall be conveyed to the applicant when contact is made:

- a. That a storage area has become available and its number,
- b. The size of the available storage area: single or double,

- c. That the applicant has three (3) business days to notify the Rafter J Office as to whether to accept usage of the lot,
 - d. That the applicant has one (1) calendar week from the date he/she verbally agrees to accept the use of a storage area to complete the Storage Agreement requirements of section G of this policy, and
 - e. That the applicant will be removed from the waiting list if the applicant rejects usage of the storage area or fails to complete the requirements of section G within the previously stated time frames.
5. If contact with the applicant is successful but the applicant either a) rejects the storage area offered or b) does not complete the Storage Agreement requirements of section G of this policy, within the time frames specified above, then the applicant shall be removed from the waiting list. Contact of the next applicant on the list shall then be attempted.

Note: An applicant shall be considered to have been successfully contacted by a) speaking with the applicant, b) leaving a message with a person or on an automated message system, or c) transmitting an e-mail that does not result in a system message that the e-mail was undeliverable.

6. If contact with the applicant is **not** successful, the applicant shall be removed from the waiting list and contact of the next applicant on the list shall be attempted.

G. Storage Agreement

1. A storage agreement document shall be completed by each new user of a storage area and fees specified in section I shall be collected by the Rafter J Homeowners Association office. Both actions are necessary for the storage agreement to be valid.
2. Non-owners who utilize a storage area do so only with the permission of either the homeowner of the lot occupied by the applicant or the homeowner's agent such as a property management company. The owner and agent, if applicable, shall ultimately be held responsible for the fees. Both the non-owner applicant and the homeowner or agent, shall be required to sign the storage agreement. Faxed signatures are acceptable. Non-owners must present a completed lease agreement or other proof of residency.
3. The names of other people who should be granted access to the storage site covered by the agreement shall be named on the agreement. This may be updated at any time by the original signer of the agreement. The lock combination shall be provided only to the applicant and those additional people listed on the agreement.

H. Identification of Stored Items

An identification tag shall be provided to the user for affixing to each item stored in the storage area. The tags shall be marked in an indelible manner with the user's assigned storage area number by the Rafter J Office.

I. Storage Area Fees

1. Storage area fees shall normally be paid in advance for a minimum of six months corresponding to the halves of the fiscal year (i.e., July—December and January—June).
 - a. Storage Fees: Storage fees are promulgated via separate payment coupon sheets every 6 months or 12 months as needed to the user of the space.
 - b. Late Payment of Fees: Payments received after the 15th of the month in which the payment is due shall result in an additional administrative assessment as established by the Administrative Fee Policy. An additional administrative assessment shall be made whenever a payment is due and is not paid in full. (Refer, also, to the provisions of paragraph J.2 regarding accounts not paid-up.)
2. If a storage area is vacated by a user prior to the end of a six-month period, a refund shall be provided to this user for the months that are not used. Users vacating on or before the 15th of the month shall not be charged for that month. Users who assume use of a storage area on or after the 16th of the month shall not be charged for that month.
3. Users who vacate usage of their storage area must notify the Rafter J Office of that fact in writing in order to terminate being assessed fees for use of the storage spot. Users shall be liable for all storage area usage fees until such written notification has been received by the Office as well as any Administrative Fees for late or non-payment of such fees. E-mail notification originating from the applicant's e-mail address on record at the Rafter J Office shall be acceptable written notification.

J. Storage Area Security

1. The Storage Area shall be locked with a combination lock at all times the area is unattended.
2. The combination lock code shall be changed every six months on August 16 and February 16 and the new code provided to all applicants with currently paid-up accounts.
3. The Rafter J Office shall provide the lock code upon demand only to the applicant and other people who are named in a current Storage Agreement.
4. The combination lock code shall not be provided to anyone who is not a current user with a valid storage agreement in place. Anyone desiring access to the storage area who is not named on a current storage agreement for the purpose of removing an item shall be accompanied by someone knowing the code who shall a) open the lock to provide access, b) remain with the person granted access, insuring that the person removes only what is appropriate, and c) shall close and re-lock access to the storage area upon leaving. **Under no circumstances shall an item be placed into storage by someone not named in a current Storage Agreement.**

K. Notice to Vacate

1. A Notice to Vacate shall be transmitted in writing to owners of equipment or material in the storage area that is improperly stored per this policy. This includes, but is not limited to equipment or material a) that is not in the proper storage area, b) that does not have a proper tag, and c) for which there is no active storage agreement on file.
2. The Notice to Vacate shall identify the offending items and their location(s) and provide the responsible party one (1) calendar week to correct the situation or remove the offending items.
3. A Notice to Vacate may be transmitted to a current user if the user is found to have violated any terms of the then currently effective version of this storage policy. The Notice shall be transmitted in writing. The Board of Directors reserves the right to apply a permanent ban on individual parties for flagrant or repeated violation of terms of this policy.

L. Abandoned Materials/Equipment in Storage Area

Any item in the storage area whose owner cannot be identified including untagged items or whose owner has not successfully responded to a Notice to Vacate regarding the item as specified in paragraph K.2 shall be considered as abandoned and may be removed by the Rafter J Maintenance personnel without further notice.

M. Removal of Items for Storage Area Maintenance

The Association reserves the right to have storage space users remove their items temporarily in order to allow various maintenance of the Storage Area such as, but not limited to, re-alignment of spaces, or paving of the spaces. For this purpose, storage space users will be provided with advance notice of the required removal of stored items of not less than 2 months. Items not removed by the required date shall be considered abandoned in accordance with paragraph L.