

## Storage Exhibit B



# Olmos Tower Onsite Storage Rules

March 1, 2015

### **L-1.0. AUTHORIZED USE OF ONSITE STORAGE UNITS**

L-1.1. STORAGE ACTIVITY. No unlawful, noxious or offensive activity shall be conducted or carried on in any Onsite Storage Unit, nor shall anything be done in the Onsite Storage Unit that may be or become an annoyance or nuisance to other Olmos Tower owners or residents. No onsite storage users shall do or permit anything to be done or keep anything or permit anything to be kept in the unit that would increase the rate of or invalidate the coverage afforded by insurance on the Onsite Storage Unit Building.

L-1.2. CONTENTS. No hazardous materials are allowed to be stored on the property. Hazardous Materials include but are not limited to any hazardous or toxic chemical, gas, highly flammable, liquid, substance, or waste material that is or becomes regulated under any applicable local, state or federal law or regulations. In addition, pet food must not be stored in any Onsite Storage unit.

L-1.3. LAWFUL STORAGE. Storing of any personal property on the premises that would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relation to Hazardous Materials, waste disposal and other environmental matters is not allowed.

L-1.4. ELECTRIC. Items stored in the unit cannot be connected to an electrical outlet. For example, a refrigerator can be stored but not plugged into an outlet.

L-1.5. ALTERATIONS. No physical alterations to the Onsite Storage Unit are allowed. Standalone shelves are allowed.

### **L-2.0. ONGOING ONSITE STORAGE UNIT COSTS**

L-2.1. EXPENSES. Individuals with Leasing Rights agree to pay a proportionate share of the utilities and the expenses of administration, maintenance, repair, upkeep, taxes, protection, replacement and operation of the Onsite Storage Units by payment of a Monthly Maintenance fee.

L-2.2. **MONTHLY MAINTENANCE FEE.** A monthly maintenance fee will be assessed each Storage Unit. The individual with the Leasing Rights of the storage unit is responsible for paying the monthly maintenance fee. At the beginning of each year, the Olmos Tower Building Manager will estimate the annual operational cost of the Onsite Storage Unit and that will determine the monthly maintenance fee. All maintenance fees received will be kept in a separate account designated for Onsite Storage Unit maintenance and utilities.

L-2.3. **FUNDS.** All maintenance and utility costs associated with the operation of the Onsite Storage Units will be paid from the designated Onsite Storage account. No costs associated with the Onsite Storage Units will be paid from the general fund of the Olmos Tower Homeowners' Association.

L-2.4. **ASSESSMENT.** All Onsite Storage Unit maintenance and utility fees are subject to adjustment as necessary to account for increased costs during the year in excess of the annual estimate. This need for increase could include reasonable equipment or structural repair.

**L-3.0. STORAGE UNIT LEASING.** The 24 Olmos Tower Onsite Storage Units can only be subleased to another Olmos Tower Condominium Owner or resident of Olmos Tower.

**L-4.0. INSURANCE.** The Olmos Tower Onsite Storage Units have insurance coverage through an endorsement to the existing Olmos Tower Common Areas insurance. (Just as with the Condo Unit, this covers the structure, not the contents.) The cost of this additional structure insurance is paid by individuals with Leasing Rights and is reflected in the monthly maintenance fee. Any insurance coverage for contents is the sole responsibility of the Lessee or Sub-Lessee (as appropriate).

**L-5.0. ACCESS.** Emergency access to storage units will follow the procedures set out in the Olmos Tower Governing Documents.

**L-6.0. MOVING ITEMS IN AND OUT OF STORAGE.** To avoid congestion and more importantly for courtesy of residents who park near the storage entrance, any individual who is moving large items (or more than five items) into or out of the Onsite Storage Unit must inform and schedule the move with the Olmos Tower Building Manager at least 1 day in advance of the move. Special arrangements that take into account the risk of congestion and courtesy may be made with the Olmos Tower Building Manager in the event that 1 day's notice is not feasible.

**L-7.0. RESPONSIBILITY.** As it is with existing Limited Common Areas, the Olmos Towers Homeowners' Association bears no responsibility or obligation for any items placed in the Onsite Storage Unit. Each individual with Leasing Rights must maintain the unit in a clean, safe and sanitary condition and no unit shall be converted for living or recreational purposes.