

**BERESFORD CREEK LANDING HOMEOWNERS ASSOCIATION
BOAT AND RV STORAGE FACILITY
C/o Community Management Group
349 Folly Rd. Suite 2B
Charleston, SC 29412**

RULES FOR BOAT STORAGE FACILITY

1. The Storage Facility is an amenity of Beresford Creek Landing Homeowners Association (HOA) and is subject to the Declaration of Conditions, Covenants, and Restrictions of Beresford Creek Landing and such other rules and declarations as the HOA may create from time to time.
2. In the event the Storage Facility reaches capacity, a Waiting List will be created and maintained on a “first come, first served” basis. Names on the Waiting List will be added in order based on U.S. Service postmarks. If there is a question as to which persons were first to request a place on the Waiting List, the matter shall be settled by a random drawing by the Board of Directors. If a Tenant allows his lease to expire without renewing it, or has his Lease terminated because of a default that Tenant’s space shall be made available to the next person on the Waiting List. No property owner shall be permitted to lease more than one (1) space at any given time when the Waiting List has names on it.
3. Sleeping, living, or dwelling in a watercraft or recreational vehicle in the Storage Facility is strictly prohibited.
4. Use of the Storage Facility is primarily for storage of watercraft, boat trailers and/or recreational vehicles. Storage of business vehicles is allowed with the condition that the vehicle remains operable at all times, that it will fit within the assigned space, and on a space-available basis with lower priority. In no case will a semi-tractor be permitted.
5. Use and storage at the Storage Facility is at the Tenant’s risk. It is recommended that the Tenant obtain insurance to protect the Tenant and Tenant’s property. The HOA will not maintain insurance to protect the Tenant or the Tenant’s property.
6. All Tenants must sign the written Lease prior to storing any property at the Storage Facility.
7. Tenants are solely responsible for themselves and their guests while using or accessing the Storage Facility. The HOA does not provide security in the form of a security guard, cameras, lighting or other supervision over the Storage Facility. If any such provision is made, it is done without warranty or guarantee of any kind.
8. Speed limit within the Storage Facility is five (5) miles per hour at all times.
9. If a watercraft or vehicle is removed from the Storage Facility by the HOA due to a default by the Tenant, the removal will be at the Tenant’s expense and the HOA will assume no responsibility for the removal and may remove the watercraft or vehicle outside of Beresford Creek Landing Subdivision.

10. If a Tenant damages the Storage Facility or other Tenant's property while in the Storage Facility, the damage must be immediately reported to the Association Manager of Beresford Creek Landing, and to the owner of the damaged property. Arrangements shall be made to repair the damage to the condition that existed prior to the damage. Failure to report such damage or to immediately repair such damage will be a default under the Lease.
11. The HOA Board of Directors will be responsible for determining the annual rent for a storage space at the Storage Facility.
12. From time to time the HOA may create additional rules regarding the Storage Facility or change the existing Rules. The HOA shall provide the Tenant's with written notice of the additional or revised rules and those rules will become effective as part of the Lease thirty (30) days after such a notice.
13. A combination lock will control access to the Storage Facility. The combination will be provided to each Tenant at the time Rent is paid. The lock and combination may be changed from time to time and Tenants will be notified at least seven (7) days in advance of any such change. Tenants agree to maintain the combination in strict confidence. Upon leaving the Storage Facility, each Tenant shall lock the Storage Facility gate or arrange with any other Tenant inside the Storage Facility to lock the gate.
14. In the event that a key system is used in lieu of the combination lock, Tenants will be issued one key. Refundable key deposit is \$50.00.
15. First replacement key is \$50.00.
16. Littering or leaving trash/debris in the Storage Facility is prohibited.
17. No maintenance, flushing or prep work of any kind is permitted in the Storage Facility.
18. Renewal payments for rent are due and payable on or before December 31 for the following year's annual lease fee. If the Dues are not received by January 15, the Tenant's Lease will be considered to be in default and the vehicle may be removed without notice.
19. All equipment (watercraft/recreational vehicles) and their transportation apparatus shall be stored in working condition at all times.

BERESFORD CREEK LANDING STORAGE FACILITY

**Decal
Assigned _____**

STORAGE FACILITY LEASE

Property Owner: _____ Date: _____

Home Address: _____

Phone (Home): _____ (Work): _____ (Other): _____

E-Mail Address: _____ Boat Registration # (Required): _____

Or vehicle tag # _____ State: _____

Detailed vehicle/ boat Description (Required):

This is a Lease for Beresford Creek Landing Homeowners Association (HOA) Storage Facility (the Storage Facility) between the HOA and Property Owner (Tenant).

1. Lease Term. This Lease begins on _____, 200__ and ends on December 31, 200__ . At the end of the Lease Term, Tenant may renew this Lease for an additional one (1) year, provided Tenant Pays the Rent for the Space as determined by Beresford Creek Landing HOA; has paid all annual HOA dues which are due and owing at the time of Lease renewal; and has complied with the terms of this Lease.
2. Rent. Rent for the initial Lease Term is \$200.00 to be paid in full in advance. Rent for subsequent years will be determined on an annual basis by the HOA Board. Rent for the space is refundable on a pro-rated basis calculated on the 1st day of the month following the date of termination and removal of property from the Storage Facility.
3. Exclusivity: The Storage Facility is a HOA amenity available only to Beresford Creek Landing property owners. This Lease terminates when Tenant ceases to be a Beresford Creek Landing property owner. Any pre-paid rent is refundable. Tenant may not sublease or assign his Lease to any third party. The Space rented herein is solely for Tenant’s use to store watercraft/recreational vehicles owned by the Tenant.
4. Insurance: Any Personal Property stored in the Facility is stored at Tenant’s risk. Insurance for any stored property is the sole responsibility of the Tenant. The HOA will not be responsible for damage or injury of any kind to Tenant or Tenant’s personal property. Tenant agrees to pay for any damage caused by Tenant or his guests to the Storage Facility or property of any other Tenant stored at the Storage Facility.
5. Rules: Additional Rules for the Storage Facility are attached to this Lease and made a part of it. From time to time the HOA may change or adopt additional rules regarding use, maintenance, and access to the Storage Facility. The HOA agrees to give Tenants thirty (30) days advance written notice of such changes to the rules and the Tenant agrees to abide by such changes.
6. Default: Tenant’s failure to abide by the Terms of this Lease, including the attached Rules and changes to them, shall be a default by the Tenant. If a default occurs, Beresford Creek Landing HOA shall give written notice to the Tenant (by regular mail at the Tenant’s address listed above) and if the Tenant does not cure the default within ten (10) days of receiving such notice, Beresford Creek Landing HOA may cancel this Lease and remove the Tenant’s Property from the Storage Facility, all at the Tenant’s expense.

Tenant

Date

Management Company
On behalf of Beresford Creek Landing
Board of Directors