

LOCKWOOD FOLLY PROPERTY OWNERS' ASSOCIATION

19 CLUBHOUSE DRIVE SW
SUPPLY, NORTH CAROLINA 28462

LOCKWOOD FOLLY STORAGE AREA POLICY

The Master Declaration of Covenants, Conditions and Restrictions for Lockwood Folly states the following in Article X Section 18:

Property Owners Association Storage Area: (commonly referred to as the boat storage area) Use of the Storage Area shall be limited to **One Space** per Dwelling or Dwelling under construction in Lockwood Folly. Owners must have the item(s) to be stored in their possession at the time a request form is submitted to the POA Board of Directors. Once a space has been assigned it must be occupied on a continuous basis. Vacancies of longer than 30 consecutive days, without written approval from the POA or its representative, will result in the forfeiture of the space without refund of any fees.

The Storage Area is limited **exclusively** to boats and boat trailers, personal watercraft, recreational vehicles such as motor homes or campers. Size restrictions of any item stored may apply. All stored items must be Legally Registered to the property owner, in good working order and appearance. The POA reserves the right to refuse any application without cause. If an unapproved item(s) has been placed in the Storage Area the owner of the item(s) in that space will be notified and if the item(s) has not been removed within the allotted time frame the POA Board of Directors will have the right to have the item(s) removed to a junkyard, county landfill or a salvage yard at the owners expense plus any fines. Unpaid fines and expenses will be added to the owner's annual assessment.

Being a resident or property owner in Lockwood Folly does not guarantee or entitle anyone to a Storage Space even if the Rules of Eligibility are met, due to space limitations. The POA Board of Directors may establish a use policy placing further restrictions and a fee schedule on the use of the storage area as it deems necessary. The Board of Directors reserves the right to change the Usage Rules at any time by giving residents and property owners at least 60-day notice.

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LOCKWOOD FOLLY STORAGE AREA APPLICATION FORM

Owner's Printed Name: _____ Date: _____

Owner's Mailing Address: _____

Phone number: _____ Email: _____

Boat Description:

Make: _____ Length: _____ Width: _____ Hull Registration: _____

Trailer Description:

Make: _____ VIN: _____ License Tag: _____

Other Equipment (i.e. RV, jet ski) Description:

Make: _____ VIN: _____ License Tag: _____

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LOCKWOOD FOLLY STORAGE AREA APPLICATION FORM CONTINUED

Initial

1.	By signing this agreement, I agree that I will not hold Lockwood Folly Property Owners' Association (POA) responsible for any theft of damage incurred to my property while stored in the Boat Storage Yard.	
2.	I have included with this application proof of theft and liability insurance that I will keep in force while the above item(s) are kept in the storage yard.	
3.	I agree that I will not allow anyone else to use my storage slot.	
4.	I will not make any copies of the access key provided and if a new key is needed, I will obtain from the POA.	
5.	I agree to notify the POA if I am going to vacate the slot for more than thirty (30) consecutive days; if I fail to notify the POA my slot assignment may be rescinded without any refund.	
6.	I agree to surrender my slot key if unit in storage is not roadworthy or no longer registered or insured.	
7.	I understand that if I am asked to move my item, I will be given 48-hour notice. If I do not move within that time, I will allow the POA to move my item as needed. If locked, you may be requested to move your item or unlock for such move.	

I agree to abide by the above policies regarding access and use of the Storage Area.

Applicant protects, defends, indemnifies and holds the LFPOA, its officers and directors harmless from and against any and all expenses, costs, claims, demands, actions, liabilities and judgments, including attorneys' fees and court costs, damages, losses, penalties, fines and interest of any kind whatsoever (including but not limited to, claims of liabilities relating to the death of or injury to persons and damage to property), actually or allegedly, that may be asserted against the LFPOA or that the LFPOA may sustain directly or indirectly from, arising out of or connected with the following: 1. the use, occupancy or tenancy of the Boat Storage Yard by the Applicant, its agents, contractors or any other person or entity claiming by or under Applicant 2. any act, omission, neglect, or fault of Applicant, its agents, or contractors Additionally, the LFPOA is not responsible for any defect or change of condition in or to the Boat Storage Yard and for any damage or injury to any person, goods or things in the Boat Storage Yard, unless caused by the LFPOA's gross negligence or willful misconduct. (Amended - 6/1/19)

Owner's Signature: _____ **Date:** _____

Application Approved By: _____ **Date:** _____

Slot # Assigned: _____ **Key Issued and Deposit Received By:** _____