

**FOUR OAKS NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION PERTAINING TO: UTILIZATION OF COMMERCIAL DUMPSTERS,  
STORAGE PODS AND CONSTRUCTION TRAILERS**

**WHEREAS**, Section 4.04 of the Master Deed states that a Unit Owner shall not deposit garbage, refuse, rubbish, debris, grass cuttings, or trash of any kind on any street, sidewalk, parking area, or the Common Elements unless placed in a closed receptacle container and place in an area designated for collection; and,

**WHEREAS**, Section 4.04 of the Master Deed also states that no noise or other nuisance shall be permitted to exist or operate upon the Condominium Property so as to be offensive or detrimental to any Member or to any other property or its occupants.

**WHEREAS**, Section 4.04 of the Master Deed also states that no noxious, unsightly or offensive activity, including vehicle repairs, clothes lines, or exterior storage, shall be conducted on the Condominium Property or on any street, parking area or Common Elements;

**WHEREAS**, Article IX, Section 1 (e) of the By-Laws provides that the Board of Trustees shall have the powers, duties and authority vested in or delegate to the Association by the Master Deed; and

**WHEREAS**, Article IX, Section 1(d) of the By-Laws authorizes the Board to adopt rules and regulations governing the use of the Common Elements and Limited Common Elements and the personal conduct of the Members and their guests thereon; and

**WHEREAS**, residents of the community have sought to utilize dumpsters, storage pods, and/or construction trailers for the purpose of moving in and out of the community, which presents certain issues for the community; and

**WHEREAS**, the Board deems it necessary to prevent property damage, and to assure maximum access to and use of the common elements by all unit owners, and to preserve the aesthetic and residential look of the community;

**NOW, THEREFORE, BE IT RESOLVED**, that the use of dumpsters, storage pods and construction trailers in the community shall be prohibited, except under the following conditions, **all** of which must be strictly complied with:

1. **PRIOR WRITTEN REQUEST AND PRIOR WRITTEN APPROVAL**

**REQUIRED:** A unit owner, who desires to have delivered and use a dumpster, storage pod or construction trailer on the property, must submit a written request to the Association's on-site office. The written request must: (1) describe the dumpster, storage pod or construction trailer that is to be delivered; (2) the reason for the dumpster, storage pod or construction trailer to be delivered; and (3) the specific time frame in which the dumpster, storage pod or construction trailer will be on the property. Prior to delivery of the dumpster, storage pod or construction trailer, the written request must be approved by the Association, after which the unit owner must provide written notice to any neighbors living within 2 Units of the Unit Owner. The Association reserves the right to add limitations and restrictions to use of the dumpster, storage pod or construction trailer, which will be conveyed in the Association's response to the unit owner.

a. **LOCATION OF PODS:** The proposed location of the dumpster, storage pod or construction trailer must be listed on the written request and approved by the Association, before it is placed on the property. Dumpsters, storage pods or construction trailers must also be placed on skids, pallets, blocks or planks to limit damage to the driveways and/or other common elements. Any dumpster, storage

pod or construction trailer placed in a location other than the location approved by the Association or not placed upon skids, pallets, blocks or planks as required will be treated as though a written request had never been made.

- b. **LIMITATION OF USE:** Dumpsters and storage pods may be utilized only for moving in and moving out of the community, or for the removal of debris as approved by the Association. Construction trailers may also be used as approved by the Association.
- c. **LIMITATION ON SIZE:** Dumpsters, storage pods and construction trailers may not exceed the measurement exceed one (1) parking space.
- d. **TIME LIMITS:** Dumpsters, storage pods and construction trailers shall not appear on the property for a period for longer than three (3) days. Unit owners who wish to extend this time for dumpsters, storage pods and construction trailers to appear on the property must obtain prior approval from the Association.

2. **FAILURE TO REMOVE DUMPSTERS, STORAGE PODS OR CONSTRUCTION TRAILERS WITHIN THE APPROVED TIMEFRAME:** If the dumpster, storage pod, or construction trailer remains on the property longer than permitted by this Resolution or the approved written request, \$100.00 in liquidated damages will be deducted from the Deposit, for each day the dumpster, machinery or storage pod remains.

- a. **ASSOCIATION MAY REMOVE DUMPSTER, STORAGE POD OR CONSTRUCTION TRAILER:** Nothing herein shall prevent the Association from resorting to self-help to remove dumpster, storage pods or construction trailer not registered or staying longer than permitted by this Resolution. Such self-help shall include removal of the dumpster, storage pod or construction trailer

I certify that the vote for this Resolution was as follows:

Trustee Name	Yes	No	Abstain	Absent
<i>Carol B Gattachell</i> , President	✓			
<i>Carol B Gattachell</i> , Vice President				
<i>John G. Kuhn</i> , Secretary	✓			
<i>Syrene Hoge</i> , Treasurer	✓			
<i>Patricia Keith</i> , Trustee	✓			
<i>John G. Kuhn</i> , Trustee	✓			

*John G. Kuhn*  
 , Secretary

from the property, and charging the party who called for it to be there, in the amount necessary to cover the removal, plus a reasonable service fee in the sole determination of the Association.

- b. **FINES, LIQUIDATED DAMAGES AND STORAGE CHARGES:** Having a dumpster, storage pod or construction trailer delivered within the community without filing a written request with the office **and obtaining approval** will result in the dumpster, storage pod or construction trailer immediately being removed, a fine of \$10.00 per day, plus \$100.00 per day in liquidated damages. All such fines and damages will be collected in the same fashion as for delinquent maintenance fees. In the event that any dumpster, storage pod or construction trailer is removed, the fine and liquidated damages, plus storage charges, must be paid prior to release of the dumpster, machinery or storage pod.

This Resolution is adopted this 5 day of APRIL 2017, by the Board of Directors of Four Oaks Neighborhood Condominium Association, Inc.

  
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, Secretary

  
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, President