STORAGE SHOP USA - GRAFTON INC.

ASSOCIATION DUMPSTER USE RULE

Adopted by the Board of Directors by Unanimous Written Consent

Effective Date: 8/30/26

1. Purpose

The Association provides a common dumpster for the reasonable disposal needs of Unit Owners and lawful occupants of the condominium. The dumpster is a shared Association resource.

This rule is intended to ensure that the dumpster remains reasonably available to all Units, prevent overflow and unnecessary additional service charges, allow reasonable disposal associated with normal Unit use and maintenance, and establish standards for addressing excessive or improper use.

2. Persons Subject to Rule

This rule applies to all Unit Owners and to their tenants, occupants, employees, contractors, agents, customers, guests, and invitees.

Each Unit Owner is responsible for communicating this rule to persons using or occupying the Owner's Unit and for taking reasonable steps to ensure compliance.

3. Permitted Use

The Association dumpster may be used for reasonable quantities of ordinary solid waste generated in connection with the normal lawful use and occupancy of a Unit.

The dumpster may also be used for small or moderate quantities of ordinary construction, repair, remodeling, or maintenance debris generated from work performed within a Unit, provided that:

- the amount does not materially interfere with the reasonable use of the dumpster by other Units;
- the material is permitted by the Association's waste-hauling contractor;
- the material does not cause the dumpster to become overloaded or result in an additional charge to the Association;
- large items are broken down or reduced in size when reasonably possible; and
- hazardous, regulated, unusually heavy, or otherwise prohibited materials are not placed in the dumpster.

Examples of generally acceptable incidental construction debris may include reasonable quantities of drywall scraps, lumber cutoffs, trim, packaging, flooring remnants, and similar materials from minor repairs or remodeling.

The Association dumpster is not intended to serve as a disposal container for major construction, demolition, build-out, or renovation projects. Owners undertaking projects expected to generate substantial quantities of debris shall arrange for separate disposal at their own expense.

4. Cardboard and Containers

All cardboard boxes and similar containers shall be fully broken down or flattened before being placed in the dumpster.

No person may place a large box, carton, container, or other item in the dumpster in a manner that unnecessarily consumes dumpster capacity when the item can reasonably be collapsed, flattened, or reduced in size.

5. No Overfilling

No waste may be placed in the dumpster when doing so would:

- cause material to extend above the top or applicable fill line of the dumpster;

- prevent the dumpster lid from closing when applicable;
- create an overflow condition;
- require waste to be placed on the ground or alongside the dumpster; or
- reasonably be expected to result in an overflow, extra-haul, cleanup, or similar charge.

If the dumpster is full, additional waste must be retained by the Unit Owner or occupant until adequate capacity becomes available or disposed of elsewhere at that person's expense.

The fact that the dumpster has unused capacity at a particular moment does not authorize a Unit or occupant to place an unusually large quantity of business-generated waste in the dumpster if doing so would materially reduce the dumpster's availability to other Units before the next scheduled pickup.

6. Prohibited Materials and Uses

Unless specifically authorized by the Association and permitted by the Association's waste-hauling contractor, the following may not be placed in the Association dumpster:

- hazardous or regulated materials;
- oil, gasoline, antifreeze, solvents, chemicals, paint, or other prohibited liquids;
- automotive batteries, tires, vehicle fluids, or substantial quantities of automotive waste;
- substantial landscaping debris, including large quantities of grass, brush, branches, soil, stone, or similar material;
- excessive construction or demolition debris, including debris from major remodeling, build-out, demolition, or contractor projects;
- pallets;
- large appliances, mattresses, furniture, or other bulky items that materially consume dumpster capacity;
- materials of unusual weight or density that could overload or damage the dumpster;
- industrial or manufacturing waste requiring special handling;
- any material prohibited by the Association's waste-hauling contractor; or
- any item likely to cause an overflow, contamination charge, special-handling charge, damage, or safety hazard.

Small or moderate quantities of ordinary construction, repair, remodeling, or maintenance debris are permitted as provided in Section 3.

7. Excessive or Commercial Waste

The Association dumpster is intended to provide a reasonable shared trash-disposal service for all Units. It is not intended to serve as the primary commercial waste-disposal service for any particular business, tenant, or occupant whose operations generate unusually large quantities of refuse.

No Unit Owner, tenant, occupant, employee, contractor, customer, or other person may use the Association dumpster in a manner that:

- routinely consumes a disproportionate amount of available dumpster capacity;
- repeatedly causes the dumpster to become full before its scheduled pickup;
- prevents other Unit Owners or occupants from having reasonable access to dumpster capacity;
- results in overflow, extra-haul, additional pickup, cleanup, or other charges;
- involves repeated disposal of large quantities of business-generated materials, packaging, landscaping waste, automotive waste, or similar commercial refuse; or
- otherwise materially exceeds what the Board reasonably determines to be ordinary shared-dumpster use.

If a tenant's or occupant's business regularly generates quantities of refuse exceeding reasonable shared use, the Unit Owner shall be responsible for requiring the tenant or occupant to arrange and pay for an appropriate alternative means of disposal.

In determining whether use is excessive, the Board may consider the volume, frequency, type of waste, percentage of dumpster capacity consumed, effect on other users, and whether the use has resulted in additional Association expense.

8. Additional Costs Caused by a Particular Unit

If a violation of this rule attributable to a particular Unit, Unit Owner, tenant, occupant, employee, contractor, agent, customer, guest, or invitee causes the Association to incur an identifiable additional cost, the Association may seek reimbursement of the actual additional cost from the responsible party to the extent permitted by the Declaration, Bylaws, Rules and Regulations, and applicable law.

Recoverable actual additional costs may include, when attributable to the violation:

- dumpster overflow or overage charges;
- additional pickup or extra-haul charges;
- prohibited-item charges;
- contamination charges;
- special disposal charges;
- cleanup expenses; and
- other directly attributable charges imposed upon or incurred by the Association.

This provision is intended to recover an actual additional expense caused by a violation. It is not intended to reallocate the Association's ordinary dumpster expense merely because one Unit happens to use the dumpster more frequently than another.

9. Documentation and Notice

Before assessing or seeking reimbursement of an additional cost against a particular Unit or responsible party, the Association should have a reasonable factual basis for attributing the violation and resulting expense to that Unit or person.

Documentation may include photographs, video, eyewitness observations, waste-hauler documentation, invoices, correspondence, admissions, or other reasonably reliable evidence.

Any notice, opportunity to cure, hearing, billing, fine, charge, assessment, or other enforcement procedure required by the Association's governing documents or applicable law shall be followed.

10. Owner Responsibility for Tenants and Occupants

A Unit Owner is responsible for taking reasonable steps to ensure that the Owner's tenants, occupants, employees, contractors, agents, customers, guests, and invitees comply with this rule.

Where permitted by the Association's governing documents and applicable law, the Association may pursue enforcement against the Unit Owner, the person responsible for the violation, or both.

11. Enforcement

Violations of this rule are subject to the enforcement remedies available to the Association under its Declaration, Bylaws, existing Rules and Regulations, and applicable law.

The Board may use reasonable progressive enforcement, including notice and an opportunity to correct the conduct before further enforcement, except where immediate action is reasonably necessary to protect property, safety, dumpster availability, or the Association from additional expense.

12. No Waiver

The Association's decision not to enforce this rule in a particular instance does not waive its right to enforce the rule in the future.

13. Board Interpretation

The Board may reasonably interpret and administer this rule consistent with the Association's Declaration, Bylaws, other Rules and Regulations, and applicable law.