

**SUMMIT COMMERCIAL CENTER CONDOMINIUMS ASSOCIATION  
POLICY REGARDING STORAGE ON COMMON ELEMENTS**

**Effective: March 1, 2007**

**1. Introduction.**

The Board of Directors (the "Board") of Summit Commercial Center Condominiums Association, a Colorado non-profit corporation (the "Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Condominium Declaration for Summit Commercial Center Condominiums (a Common Interest Community), as amended (the "Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Background and Policy Purpose.**

**Article XII, Section 4** of the Declaration provides as follows:

No Owner or his or her tenants, business invitees or guests shall store or permit to be stored any materials or property outside such Owner's Unit upon the Common Elements or any part thereof, including, but not limited to, the parking areas within the Common Elements unless such storage is expressly authorized by Rules and Regulations duly adopted by the Executive Board on behalf of the Association.

Furthermore, **Article XII, Section 8** of the Declaration provides as follows:

No damage to or waste of the Common Elements, or any part thereof, shall be committed by an Owner or by any guest, invitee or contract purchaser of an Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him or her, or his or her guests, invitees or contract purchasers.

Recently, there have been instances of certain Owners storing various types of material and property on the Common Elements in violation of these provisions of the Declaration. The purpose of this Policy is to clarify the Association's process and remedies for addressing the storage of materials and property on the Common Elements.

**3. Types of Materials and Property Prohibited or Allowed.**

No materials or property may be stored outside of an Owner's Unit upon the Common Elements or any part thereof (including, without limitation, the parking areas within the Common Elements) except that, by this Policy, the Board is expressly authorizing storage of licensed motor vehicles and trailers without any pay loads (collectively referred to as "Allowed

Vehicles and Trailers”) on the Common Elements. Any material or property stored on the Common Elements other than Allowed Vehicles and Trailers is referred to in this Policy as “Prohibited Material/Property.” Article XII, Section 3 of the Declaration provides that no inoperative vehicles shall be repaired or allowed to remain within the Common Elements or any part thereon, and defines “inoperative vehicle” as any vehicle which is incapable of being driven under its own propulsion for a period of 72 hours or longer. So as to comply with Article XII, Section 3 of the Declaration, any Allowed Vehicles and Trailers stored on the Common Elements cannot be inoperative vehicles. Any Prohibited Material/Property unloaded outside of an Owner’s Unit must be immediately moved inside the Unit. Any Allowed Vehicles and Trailers upon which any Prohibited Material/Property is placed shall be considered in violation of this Policy because, to qualify as an Allowed Vehicle and Trailer, such vehicle or trailer must be in an unloaded state (e.g. without any Prohibited Material/Property on it).

**4. Notice of Violation/Fines.**

In the event any Owner or such Owner’s tenants, business invitees or guests (any or all of the foregoing being referred to as a “Violating Owner”) stores any Prohibited Material/Property on the Common Elements, the Association will post written notice of the violation on the entry door to the Violating Owner’s Unit. The notice will require removal of the Prohibited Material/Property from the Common Elements within 24 hours following posting of the notice. If the violation is not corrected within such 24 hour period, the Association may levy a fine against the Violating Owner in the amount of \$50 per day in accordance with the Association’s Fine Policy. Such fine is not the Association’s exclusive remedy for addressing the violation, and the Association may pursue any other remedies under the Association Documents, under this Policy, and under law for correcting the violation.

**5. Association Removal of Prohibited Material/Property.**

If the Violating Owner fails to remove the Prohibited Material/Property within the 24 hour period referenced in Section 4 above then, in addition to other remedies the Association may have, the Association may remove the Prohibited Material/Property from the Common Elements, and dispose of the Prohibited Material/Property in any manner deemed appropriate by the Association. The Association shall have no liability to the Violating Owner or any third party relating to the Association’s removal and disposal of the Prohibited Material/Property. The Violating Owner shall pay all expenses incurred by the Association in removing and disposing the Prohibited Material/Property and such expenses shall be assessed against the Violating Owner and the Violating Owner’s Unit under Article VII, Section 8 (Assessments for Misconduct) of the Declaration. The Association shall have the same remedies for collection of such expenses as for collection of Assessments under the Declaration.

**6. Violating Owner Liability for Prohibited Material/Property Claims.**

The Violating Owner shall be solely responsible for all claims, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) of the Association, any other Owner or any third party arising from or relating to any storage of Prohibited Material/Property on the Common Elements in violation of the Declaration and this Policy. The Association shall have no duty to preserve or protect any Prohibited Material/Property at any time. Furthermore, the

Association shall not be responsible for any damage to, or relocation of, Prohibited Material/Property which interferes with the Association's maintenance duties (including, without limitation, snow removal, cleaning, asphalt maintenance and surface drainage repair work).

7. **Variances.**

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

8. **Amendment.**

This Policy may be amended from time to time by the Board.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Summit Commercial Center Condominiums Association (the "Association") certifies that the foregoing Policy Regarding Storage on Common Elements was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2007.

Dated this March 11, 2007.

SUMMIT COMMERCIAL CENTER  
CONDOMINIUMS ASSOCIATION

By: William A. Becher, Jr.  
William A. Becher, Jr., Secretary