

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-001**

POLICY REGARDING THE ADOPTION AND AMENDMENT OF POLICIES

Adopted: October 16, 2012

The following procedures have been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors (Board).

Purpose: To adopt a policy setting forth procedures for the adoption and amendment of policies, procedures, and rules.

NOW, THEREFORE, IT IS RESOLVED that the GTDC does hereby adopt the following policy governing adoption and amendment of policies, procedures and rules:

1. Pursuant to the GTDC's Condominium Declaration Article XI, and Colorado Revised Statutes 38-33.3-302, the authority to create, adopt, enforce, amend and repeal policies, procedures, rules and regulations (hereinafter collectively referred to as a "Rule") lies with the Board of Directors of the GTDC. The Board may adopt certain Rules as may be necessary to facilitate the efficient operation of the Association, including clarification of ambiguous provisions in other documents, as long as those certain Rules do not conflict with the Declaration, Articles of Incorporation and Bylaws.

The Board has the right, but not the obligation, prior to adopting any new Rule, to conduct an informational meeting of the owners and solicit their input regarding any new or existing Rule.

2. When the Board, in the exercise of its discretion, determines that a Rule should be adopted, amended or repealed, as appropriate, it shall do so either at
 - a. a meeting of the Board or
 - b. by written consent, including but not limited to e-mail, of Board members in lieu of a meeting, or
 - c. by any other method authorized by the GTDC's governing documents or pursuant to Colorado law.

3. The Board shall then give notice of the adoption, amendment, or repeal of the Rule
 - a. in writing by first class mail, postage prepaid, to each Member of the GTDC at the address for notices to Members as provided for in the GTDC's Declaration or Bylaws, and
 - b. shall publish the Rule by any reasonable means available, including but not limited to
 - (1) posting the Rule in the community or,

- (2) posting the Rule on its website, if any or,
- (3) sending by e-mail or,
- (4) publishing in a newsletter or,
- (5) personal delivery.

The Rule, along with all other Rules of the GTDC, shall be available for inspection and copying in accordance with the Association's policy regarding inspection and copying of GTDC records.

4. Any owner's failure to receive the Rule shall not be a defense to any attempt by the GTDC to enforce the Rule or to levy fines, expenses, or attorney's fees as a result of a violation of the Rule.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

The Policy regarding the Adoption and Amendment of Policies was adopted by the Board of Directors on **October 16, 2012** effective **October 16, 2012**, and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-002**

POLICY REGARDING CONDUCT OF MEETINGS

Adopted: October 30, 2012

The following procedures have been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of Colorado Revised Statutes (C.R.S.) 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors (Board).

Purpose: Establish procedures for conducting GTDC Members' meetings and Board of Directors meetings that:

- a. ensure equitable participation by all Members,
- b. ensure the Board's ability to conduct the business of GTDC, and
- c. define appropriate conduct by the Board or committee of the Board when holding executive session.

NOW, THEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following policy governing the conduct of meetings of the Members and meetings of the Board:

1. General. All Annual meetings, Special meetings, Board meetings will be conducted in accordance with:

- a. Applicable Colorado law,
- b. GTDC's Condominium Declaration Article X.E.1 and X.E.2, and
- c. GTDC's Bylaws Article III.E.1, III.E.2 and III.E.3.

2. Members' Meetings. All meetings of GTDC are open to every Member, or to any person designated by a Member in writing as the Member's representative. Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the proceedings as provided for and limited by the following paragraphs.

3. Board Meetings. All regular and special meetings of the Board, or any committee thereof, shall be open to attendance by all Members or to any person designated by a Member in writing. At regular and special meetings of the Board, except as stated below, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board.

4. Members' Right to Speak at Board Meetings. At Board meetings, at an appropriate time, to be determined by the Board, the Board shall permit Members or their designated representatives to speak before the Board takes formal action on an issue under discussion. However, the Board may place reasonable time restrictions on those

persons speaking during any meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue(s).

5. Agenda; Open Forum. The President of the Board of Directors, and in his absence, the Secretary, shall be chairman of all meetings. The agenda for all meetings shall be in accordance with the order of business determined by the Board. The agenda for Members meetings shall be determined and noticed in the manner set forth in CRS section 38-33.3-308, and shall include a Member Open Forum during which any Member or Member's designated representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy. The agenda for Board meetings shall include a Member Open Forum, subject however, to the Board's right to dispense with or limit the Member Open Forum at the discretion of the Board, except that such limits on Member Open Forum shall always be subject to the provisions of paragraphs 2 and 3 of this policy.

6. Limits on Right to Speak. The Board shall have the right to determine the length of time of the Open Forum. The chairman of the meeting may place reasonable limitations upon the time given to each member seeking to comment, to allow sufficient time for as many members as possible to comment within the time permitted. Unless otherwise determined by the chairman, the time limit will be three minutes per member. The chairman shall, to the best of his/her ability, allocate time to each Member for comment so as to allow as many Members as possible to speak within the time permitted. Each Member will only be allowed to speak more than once during Open Forum at the discretion of the Board. No member may speak a second time until all members wishing to speak have had an opportunity to speak once.

7. Sign-Up Sheets. A sign-up sheet will be made available to members immediately prior to the meeting. Any Member wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Subject to the remaining provisions of this policy, Members will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Members wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting.

8. Attorney/Client Privileged Communications. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, The Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

9. Recording of Meetings. Minutes of Member and Board meetings will be taken by:

- a. the Board Secretary,
- b. any other officer designated by the President, or
- c. a representative of the Association's management company.

Note taking is permitted. In the interest encouraging open and full discussion by the Members, video or audio recording of all or any portion of any meeting is prohibited

unless permitted by the Board, at its sole discretion, and noticed in advance of the recording.

10. Member Conduct. No Member is entitled to speak until recognized by the chairman. There shall be no interruption of anyone who has been recognized by the chairman except by the chairman. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal and offensive language will not be tolerated from any meeting participants. All comments are to be directed to the chairman and not other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.

11. Curtailment of Member Conduct. Should the chairman determine that any Member has spoken for the allocated amount of time or longer, or determined that the Member is in violation of the provisions of this policy, the chairman shall have the authority to instruct that member to yield the floor, and that member will be obligated to comply with the chairman's instruction.

12. Disruptive or Unruly Behavior. If a meeting participant refuses to yield the floor after his/her allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:

- a. The chairman will issue an oral warning that if the member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, either the meeting will be adjourned or law enforcement / security will be called to remove the individual.
- b. If the member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chairman will call a recess and speak directly to the member, reiterating that either the meeting will be adjourned or law enforcement / security will be called to remove the individual.
- c. If the member still refuses to cooperate, the chairman may choose whether to adjourn the meeting to another time or to call law enforcement / security.

13. Executive Session. Notwithstanding the foregoing, the Board or a committee of the Board may hold an executive or closed door session and may restrict attendance to Board members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of the C.R.S., GTDC Condominium Declaration and Bylaws, as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:

- a. Matters pertaining to employees of GTDC or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of GTDC;
- b. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- c. Investigative proceedings concerning possible or actual criminal misconduct;
- d. Matters subject to specific constitutional, statutory, or judicially imposed

- requirements protecting particular proceedings or matters from public disclosure;
- e. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- f. Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the members of the Board convene in executive session, the chairman shall announce the general matter of discussion as defined in paragraphs (a) to (f) above. No policy, rule or regulation of the Board shall be adopted during an executive session. Policies, procedures, rules or regulations may be only adopted during a regular or special meeting or after the Board goes back into regular session following an executive session.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

The Policy regarding Conduct of Meetings was adopted by the Board of Directors on **October 30, 2012** effective **October 30, 2012**, and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-003**

POLICY REGARDING INSPECTION AND COPYING OF GTDC RECORDS

Adopted: November 7, 2012

The following procedures have been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors.

Purpose:

1. Establish uniform, consistent and practical procedures for the inspection and copying of GTDC records by GTDC Members;
2. Establish the type of records kept by GTDC or its agent;
3. Establish the cost of copying GTDC records;
4. Protect the GTDC and its' members from abusive requests.

The Colorado Common Interest Ownership Act, in C.R.S. 38-33.3-317 gives all Members the right to examine and copy the financial and other records of GTDC for a proper purpose.

NOW, THEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following policy governing the inspection and copying of GTDC records:

1. Form of Record Retention. Records will be maintained in written or electronic form. The form of electronic copy will be accomplished using current accepted archival methods and such that the record(s) can be reproduced in hard copy within a reasonable time. The GTDC Board may make selected electronic records available on the GTDC web site.

2. Permanent Records: GTDC shall keep as permanent records the following documents:

- (a) Minutes of all meetings of Members and the Board.
- (b) A record of all actions taken by the Members or the Board by written ballot or written consent in lieu of a meeting.
- (c) A record of all actions taken by a committee of the Board in place of the Board on behalf of GTDC.
- (d) A record of all waivers of notices of meetings of Members and of the Board or any committee of the Board.
- (e) A record of Members in a form that permits preparation of a list of the names and addresses of all Members, showing the number of votes each Member is

entitled to vote.

(f) All tax returns filed on behalf of GTDC,

3. Location of Records: GTDC shall keep a copy of each of the following records at its principal office:

(a) Articles of Incorporation, Declaration, Covenants and Bylaws.

(b) Resolutions adopted by the Board.

(c) The minutes of all Members meetings and records of all actions taken by Members without a meeting for the past three (3) years,

(d) All written communications within the past three (3) years to Members,

(e) A list of the names and business or home addresses of GTDC's current directors and officers.

(f) GTDC's most recent annual report.

(g) All financial audits or reviews conducted pursuant to Section 38-33.3-303(4)(b) during the immediately preceding three years.

4. Records Request: To permit the desired books, records and personnel be made available, a written notice of intent to inspect must be submitted to GTDC's Manager or to the Board of Directors at least ten (10) business days prior to the planned inspection. The notice must describe with reasonable specificity as to which records are to be inspected and the purpose of the inspection.

5. Inspection of Records - Location: All records shall be inspected at the principal office of GTDC located at 3656 Stagecoach Road North, Longmont, Colorado 80504, c/o Dennis Mulcher, between the hours of 10.00 a.m. and 3:00 p.m., Monday through Friday.

6. Inspection of Records – Conditions: At the discretion of GTDC's Board, certain records may only be inspected in the presence of a Board member or employee of the management company representing GTDC. No records may be removed from the office without the express written consent of the Board of Directors. Further, if a Member requests to inspect records, GTDC may photocopy and provide the requested records to the Member in lieu of the Member's inspection of the records if consented to by the Member.

7. Cost of Copies: GTDC may charge a fee as follows for copies of GTDC records:

- (a) the actual cost per page for copies when produced by a management company representing GTDC;
- (b) the actual cost per page for copies when produced by an outside printing / copying service provider;
- (c) a cost of \$.20 per page when copied using GTDC in house copying equipment.

8. Restricted Access: Consistent with individual Member's right to privacy, attorney-client confidentiality and other considerations, the following records will not be

made available without the express written consent of the Board of Directors:

- (a) Confidential personnel records.
- (b) Confidential litigation files and matters covering consultation with legal counsel concerning disputes that are subject of pending or imminent court proceedings or are privileged or confidential between attorney and client.
- (c) Files dealing with investigative proceedings concerning possible or actual criminal misconduct.
- (d) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
- (e) Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board of Directors.
- (f) Members' personal contact information including, but not limited to, telephone numbers or email addresses, except GTDC may, upon request, provide Members' names and addresses.
- (g) Account records of Members other than the Member making the inspection request.
- (h) Records of covenant or rules violations of Members other than the Member making the inspection request.

9. Determination of Proper Request: In determining whether records may be inspected, GTDC shall consider the following:

- (a) Whether the request is made in good faith and for a proper purpose, examples of improper purposes include, but are not limited to:
 - (1) commercial marketing
 - (2) sales campaigns
 - (3) political campaigns
 - (4) financial benefit of the requestor or related party
 - (5) annoy or harass GTDC or its' Members
 - (6) Directors personal information such as social security numbers, vital statistics, financial information.
- (b) Whether the records requested are relevant to the purpose of the request;
- (c) Whether disclosure is for an illegal or improper purpose, or would violate a constitutional or statutory provision or public policy; and
- (d) Whether disclosure may result in an invasion of personal privacy, breach of confidence or privileged information as set forth above.

10. Damages and Attorney Fees: GTDC reserves the right to pursue any individual for damages or injunctive relief or both, including reasonable attorney's fees, for abuse of these rights, including, but not limited to, use of any records for a purpose other than what is stated in the notice of intent to inspect.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

The Policy regarding inspection and copying of GTDC records by GTDC Members was adopted by the Board of Directors on **November 7, 2012** effective **November 7, 2012**, and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-004**

POLICY REGARDING ALTERNATE DISPUTE RESOLUTION

Adopted: November 20, 2012

The following procedures have been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-124(l)(b). and 38-33.3-209.5(l)(b)(VIII), at a regular meeting of the GTDC Board of Directors.

Purpose: To establish policies and procedures for alternate dispute resolution

NOW, THEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following policies and procedure for addressing disputes between GTDC and GTDC Members.

Mediation / Binding Arbitration Disputes regarding enforcement of GTDC's restrictive covenants, adopted June 12, 2006 and recorded June 15, 2006, and any and all policies, procedures and rules properly established by the Board of Directors that may occur between GTDC and its Members, or any of them shall be resolved by a process of mediation/binding arbitration. This policy will apply to any and all disputes other than those that may have alternative enforcement procedure(s) that may be set forth in a GTDC Policy covering a specific topic.

Selection of Mediator / Arbitrator The parties to any such dispute shall engage in "Med-arb" as defined in CRS 13-22-302(2.3). The parties shall, if they are able, select a single, mutually acceptable individual to act as mediator/arbitrator. If the parties are unable to agree upon a mediator/arbitrator, the issue shall be submitted to the District Court of the State of Colorado, for the appointment of a mediator/ arbitrator, in accordance with the provisions of CRS 13-22-211.

Binding Arbitration If the parties to any such dispute are unable to resolve all pending issues by way of mediation, the matter, or remaining matter(s) shall be submitted to the mediator/arbitrator for resolution by way of binding arbitration in accordance with CRS 38-33.3-124(3). Arbitration shall be conducted in accordance with the procedures set forth in the Uniform Arbitration Act. CRS 13-22-201. *et seq.* If the parties are able to resolve their issues by way of a mediation agreement, the agreement may be submitted to the District Court for entry of Judgment thereon, and enforced, if necessary, in accordance with the provisions of CRS 38-33.3-124.

Initiation of Process The process of mediation/arbitration of any/all disputes involving the GTDC and GTDC Member(s) shall be initiated as follows:

(1) if by GTDC. By sending notice to the affected GTDC Member(s) by certified Mail, return receipt requested, describing the nature of the controversy and the remedy sought: and

(2) if by a Member, by sending notice to GTDC's managing entity (Board of Directors or Property Manager if one is under contract) by Certified Mail, return receipt requested, describing the nature of the controversy and the remedy sought.

The party receiving a notice sent in accordance with the provisions of the preceding paragraph shall acknowledge receipt of same, in writing, within five (5) business days of receipt, by Certified Mail, return receipt requested. The parties shall thereafter agree upon a mediator/arbitrator within ten (10) business days, unless all parties shall agree to a different time frame for the selection of a mediator/arbitrator. If a mediator/arbitrator cannot be agreed upon within ten (!0) business days, or such other time as agreed to by the parties, either/any party may apply to the District Court for the appointment of a mediator/arbitrator, as provided for herein above. Upon the appointment of a mediator/arbitrator, all other meeting/hearing dates shall be set by the mediator/arbitrator in accordance with CRS 13-22-215.

Attorney's Fees and Costs In all matters which are resolved at the mediation stage, the parties shall bear their own respective attorney fees and costs. In all matters which are resolved at the arbitration stage, the arbitrator shall be empowered to award attorney fees and costs in accordance with the provisions of CRS 38-33.3-123.

This Resolution shall not affect GTDC's right to petition the District Court with regard to amendments of the Declarations of GTDC, as provided for by CRS §38-33.3-217.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

This Alternate Dispute Resolution Policy and Procedure was adopted by the Board of Directors on **November 20, 2012** effective **November 20, 2012**, and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-005**

POLICY REGARDING RESERVE FUND INVESTMENT

Adopted: November 27, 2012

The following policy has been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors.

Purpose:

To protect and ensure the safety of the assets and capital improvements of GTDC and those volunteers who participate in the investment process and to further provide guidance to those who offer investment services to GTDC, including brokers/dealers, banks, consultants, savings institutions, and custodians.

The following investment policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal investment management of GTDC's reserve funds. This policy does not set forth: (1) the minimum reserve fund balance required of GTDC; (2) any mandate for any periodic reserve fund study; or (3) the tax consequences of the investment options contained herein.

NOW, THEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following policies and procedures for the investment of GTDC's reserve funds:

Investment Objectives:

All funds which are held for capital expenditures as a part of the reserve fund shall be deposited and invested by GTDC in accordance with Colorado Revised Statutes and resolutions enacted by GTDC's Board of Directors in a manner to accomplish the following objectives:

Safety of Funds: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital, with the objective of mitigating credit risk and interest rate risk.

Credit Risk:

GTDC will minimize credit risk, the risk of loss due in the failure of the financial institution by:

- a. Limiting investments to the safest types of investments as provided for herein;
- b. Pre-qualifying the financial institutions, brokers/dealers, and advisors with which GTDC does business; and
- c. Subject to the limitations herein, diversifying the investment portfolio so that potential losses on individual investments will be minimized.

Interest Rate Risk:

GTDC will minimize the risk of the market value of investments in the portfolio due to changes in general interest rates by:

- a. structuring the investment portfolio so that investments mature sufficiently close to cash requirements for ongoing operations, thereby minimizing the potential need to sell investments prior to maturity; and
- b. investing all funds primarily in short- to intermediate-term investments.

Liquidity of Funds:

The investment portfolio shall remain sufficiently liquid to meet all planned reserve fund expenditures for the following fiscal year. To ensure that adequate reserve funds are available to pay GTDC's reserve expenditures, annual reserve fund investments shall reasonably match the planned reserve fund expenditures for the following fiscal year.

Types of Investments:

The reserve fund portfolio shall consist largely of government insured savings accounts, but may include Money Market Accounts and/or Certificates of Deposit.

Yield:

Subject to the restrictions on the types of investments, GTDC's portfolio shall earn a competitive market rate of return on available funds throughout budgetary and economic cycles. In meeting this objective, GTDC, through the Board of Directors, will take into account GTDC's investment risk, constraints, and cash flow needs.

Delegation of Authority:

Responsibility for conducting investment transactions for GTDC resides with the Treasurer. The President of the Board of Directors will be considered an

authorized person to assist the Treasurer in performing investment management, cash management, or treasury functions. Persons authorized to transact investment business for GTDC are limited to these two officers. The Treasurer will provide a copy of this investment policy to all of GTDC's investment service providers. GTDC Members will receive a copy of this investment policy from the Treasurer upon request. The Treasurer may engage the support services of outside professionals, subject to the availability of budgeted funds and approval from the Board of Directors. The Board of Directors shall provide a copy of this policy to the newly elected Treasurer at the assumption of office.

Ineligible Investments and Transactions:

GTDC shall not invest in the following asset classes:

- A. Individual stocks;
- B. Equity mutual funds, domestic or foreign;
- C. Mutual funds consisting of bonds or mortgages and or derivatives;
- D. Options on equity, debt or commodities;
- E. Floating rate securities; and
- F. Investment in a single institution in excess of FDIC insurance limits.

Selection of Banks as Depositories and Providers of General Banking Services:

Banks and savings institutions shall be approved by written resolution by the Board of Directors to provide depository and other banking services for GTDC. To be eligible for authorization, a bank must be domiciled in the United States, be a member of the FDIC and must meet the minimum credit criteria of credit analysis provided by commercially available bank rating services. Banks failing to meet the minimum criteria, or, in the judgment of the Treasurer or Board of Directors, no longer offering adequate safety to GTDC funds, shall be unauthorized to provide depository and other banking services for GTDC.

Reporting:

On an annual basis, an investment report shall be prepared and submitted by the Treasurer or an outside advisor, who will provide such report to the Board of Directors in a timely manner, listing the reserve fund investments held by GTDC and the current market valuation of the investments. The report shall include a summary of investment earnings during the prior fiscal year. The Board shall make available to requesting Members a listing on an itemized basis as to amount, type and rate of return, of the instruments, funds and accounts in which Association funds are invested or deposited.

Policy Revisions:

The Board of Directors shall review this reserve fund investment policy periodically and may amend the policy as conditions warrant. The Treasurer may recommend amendments to this policy as necessary.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

The Reserve Fund Investment Policy was adopted by the Board of Directors on **November 27, 2012** effective **November 27, 2012**, and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-006**

POLICY REGARDING COLLECTION

Adopted: December 05, 2012

The following policy has been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors.

Purpose:

Establish a uniform and systematic procedure for collecting assessments and other charges of GTDC, thus ensuring the financial stability of GTDC.

All members are obligated by the Condominium Declaration for Garage Town Del Camino Storage Condominiums recorded June 15, 2006 as Reception No. 3396379 in the office of the Clerk and Recorder of Weld County Colorado to pay all dues and assessments in a timely manner. Failure to do so jeopardizes GTDC's ability to pay its obligations. Failure of members to pay assessments in a timely manner is also inequitable with respect to its other members. Accordingly, GTDC, acting through the Board of Directors must take steps to ensure timely payment of assessments.

NOW, THEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following procedures and policies for the collection of assessments and other charges of GTDC:

Due Dates:

The annual assessment as determined by GTDC shall be due and payable quarterly in equal installments due on the first day of each calendar quarter. Assessments or other charges not paid to GTDC within thirty days after their due date shall be considered past due and delinquent.

The following schedule will apply starting Q1 2014:

Q1	Billed December 1 st	Due January 1 st	Late February 1st
Q2	Billed March 1 st	Due April 1 st	Late May 1st
Q3	Billed June 1 st	Due July 1 st	Late August 1st
Q4	Billed September 1 st	Due October 1 st	Late November 1 st

Owners finding a monthly or annual prepayment schedule more convenient may, with prior agreement with the GT-DC Board, utilize such a schedule.

Prior to 2013, billing for the quarter was made during the quarter for payment in arrears. The Board has determined that payment prior to the quarter is most appropriate and

consistent with industry standards. Transition to the schedule of payment will take place gradually.

The following will apply for 2013:

Q1	Billed December 31 st	Due February 1 st	Late March 1 st
Q2	Billed April 1 st	Due May 1 st	Late June 1st
Q3	Billed July 1 st	Due August 1 st	Late September 1st
Q4	Billed October 1 st	Due November 1 st	Late December 1 st

Starting with Q1 2014 the above 2014 schedule will apply.

Owners anticipating payment difficulties:

The GT-DC Board wishes to avoid late payment problems. Should an Owner anticipate payment difficulties they are urged to contact the Board to arrange a payment program prior to becoming delinquent. An Owner making prior arrangements may be able avoid costly collection costs and future regret.

Late Charges and Interest Charges:

GTDC shall be entitled to impose a late charge of Twenty Five Dollars (\$25.00) on each installment that is not paid within thirty (30) days after its due date. If any assessment is not paid within thirty (30) days after due, GTDC shall be entitled to charge interest on the delinquent assessment amount at the rate of Twelve percent (12%) per year so long as such assessment shall be unpaid. All such charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments.

The GT-DC Board may also impose a security deposit requirement as provided for in the Condominium Declaration for Garage Town Del Camino Storage Condominiums recorded June 15, 2006; Article XII L. "Security Deposit" for those unit owners with late payment history.

Return Check Charges:

A twenty dollar (\$20.00) fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds.

Notwithstanding this provision, GTDC shall be entitled to all additional remedies as may be provided by applicable law. If two or more of an owner's checks are returned unpaid by the bank within any twelve month period, GTDC may require that all of the owner's future payments, for a period of one year, be made by certified check or money order.

Attorney Fees on Delinquent Accounts:

GTDC shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due GTDC from a delinquent owner.

Application for payments made to GTDC:

GTDC reserves the right to apply all payments received on account of any owner first to payment of any and all legal fees and costs (including attorney fees), then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such owner, and any remaining amounts shall be applied to the assessments due with respect to such owner.

Collection Letters:

(a) After an installment of the common assessment or other charge owed to GTDC becomes one month past due, GTDC shall cause a notice of delinquency to be sent to the unit owner who is delinquent in payment.

(b) If payment in full is not received within fifteen (15) days after the notice of delinquency, GTDC may, but shall not be required to send a notice of default to the owner.

Liens:

If payment in full of any assessment or other charge is not received within two months after it became due, GTDC may cause to be filed a notice of lien against the property of the delinquent owner. The lien shall include fees, charges, late charges, attorney fees, fines and interest owed by the delinquent owner.

Referral of Delinquent Accounts to Attorneys:

If payment in full is not received within two months after its due date, GTDC may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors or GTDC's managing agent, the attorneys shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent owner's property.

Referral of Delinquent Accounts to Collection Agencies:

GTDC may, but shall not be required to assign delinquent accounts to one or more collection agencies for collection.

Waivers:

Nothing in this Resolution shall require GTDC to take specific actions other than to notify homeowners of the adoption of these policies and procedures. GTDC has the option and

right to continue to evaluate each delinquency on a case by case basis. GTDC may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing GTDC granting the relief and the conditions of the relief in addition, GTDC is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as GTDC may determine appropriate under the circumstances.

Delinquencies Constitute Covenant Violations:

Any delinquency in the payment of assessments shall constitute a violation of the covenants contained in the Declaration, and following notice and an opportunity to be heard, GTDC shall be entitled to impose sanctions on the delinquent owner consistent with GTDC's Notice and Hearing and Enforcement Policy and Procedures.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

The Collection Policy was adopted by the Board of Directors on **December 05, 2012** effective **December 05, 2012**, and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-007**

POLICY REGARDING DIRECTOR CONFLICT OF INTEREST

Adopted: December 11, 2012

The following policy has been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors.

Purpose:

To adopt a policy governing the handling of conflicts of interest among Board members.

NOW, THEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following policy to govern the handling of conflicts of interest among Board members:

1. If any contract, decision, or other action taken by or on behalf of the Board would financially benefit any member of the Board or any person who is a parent, grandparent, spouse, child, or sibling of a Board member, or a parent or spouse of any of those persons, then, in advance of entering into that contract, making the decision or taking the action, that interested Board member shall declare at an open meeting of the Board, that a conflict of interest exists and shall describe in detail all of the particular facts of the conflict of interest.
2. The interested Board member may deliver to the Board a letter setting forth a detailed summary of the conflict of interest, which letter shall be read out loud by a non-interested Board member at an open meeting of the Board.
3. After the interested Board member makes such a declaration, the interested Board member may participate in a discussion of the matter giving rise to the conflict of interest. However, the interested Board member may not vote on the issue giving rise to the conflict of interest. If there is compliance with the terms of this policy, a majority of the disinterested Board members may in good faith authorize, approve, or ratify the conflicting interest transaction.
4. The interested Board member may be counted as present when determining whether a quorum of the Board exists.
5. Any written input received will be incorporated into the meeting minutes as an attachment. A verbal declaration will be summarized in the minutes including the specific voting position of each board member voting on the issue that gave rise to the conflict of interest.

6. Any contract entered into in violation of this policy is void and unenforceable.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

This Director Conflict Of Interest Policy was adopted by the Board of Directors on : **December 11, 2012** effective : **December 11, 2012** and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-008**

POLICY AND PROCEDURES REGARDING NOTICE AND HEARING AND ENFORCEMENT

Adopted: December 27, 2012

The following policy has been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors.

Purpose:

To provide a policy and procedures for notice and hearing and enforcement of complaints made or received regarding GTDC Declaration, Covenants, Bylaws and Rules.

NOW, TI-HEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following policies and procedures for the enforcement of GTDC's restrictive covenants:

Power:

The Board of Directors shall have the power and duty to: accept complaints from Members of GTDC, or to issue complaints to Members of GTDC; to appoint an "Impartial Decision Maker" ("IDM"), as defined in CRS § 38-33.3-209.5 to hear and make decisions regarding violations and written Complaints filed with the Board, or issued by the Board; and to impose fines or other sanctions, pursuant to these Policies and Procedures. The IDM may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Condominium Declaration for Garage Town Del Camino Storage Condominiums recorded June 15, 2006 as Reception No. 3396379 in the office of the Clerk and Recorder of Weld County Colorado; GTDC's Articles of incorporation, Bylaws, and rules and regulations promulgated there under, and to create a safe and harmonious environment. These enforcement provisions may be in addition to other specific provisions outlined in GTDC's Declaration, Articles of Incorporation, Bylaws, Policies and Procedures, or rules and regulations ("Documents"), and GTDC is not required to follow these enforcement provisions before seeking such other remedies. GTDC may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

Complaint:

A proceeding to determine if the Documents have been violated by a Member of GTDC and/or by a Member's guest, and any enforcement measures and remedies that may apply, shall be initiated by the filing of a written complaint with or by GTDC's Board. The complaint shall state the specific provision(s) of the Documents alleged to have been violated and as many specifies as are available as to time, date, location and persons involved.

Notice of Complaint and Right to Hearing:

Upon receipt of a complaint, if the Board determines that the allegations in the complaint are sufficient to constitute a violation of the Documents and that action is warranted, GTDC shall send a notice to the person(s) (the "Respondent") alleged to have violated the Documents, by prepaid, first class United States mail or electronic transmission via fax or email addressed to the mailing / electronic address of the Respondent appearing on the records of GTDC.

The notice shall advise the Respondent of the following:

- (1) the details of the Complaint, or include a copy of the Complaint;
- (2) the action that may be taken;
- (3) his or her right to be heard, either orally or in writing, by the Board or by a tribunal or committee appointed by the Board at a meeting of the Board which is at least fifteen (15) days after the date of the notice;
- (4) the date on which the hearing will be scheduled; and
- (5) the Board's right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances, if the Respondent fails to appear at the specified date and time or otherwise respond to the Complaint.

The Board may determine that the Respondent's failure to respond or appear at the hearing constitutes a no-contest plea to the Complaint, and enforce the provisions of the Documents and impose and enforce fines as provided herein.

Hearing:

Each hearing shall be held at the scheduled time, place and date, unless the Respondent has failed to respond or appear at the hearing. The Board may grant continuance(s) for good cause.

The IDM may:

- (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and
- (c) act as it may deem appropriate or desirable to permit the IDM to reach a just decision.

Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend. Any party may elect not to present evidence at the hearing. Action taken by the IDM shall be fair and reasonable taking into consideration all of the relevant facts and circumstances.

Decision:

If the Respondent does not appear but a written response is filed, the IDM shall render its decision based on the information contained in the Complaint and the written response, considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made, the IDM need not conduct a hearing or make any further findings except that the IDM may determine that the Respondent's failure to appear or respond constitutes a waiver of the right to a hearing, and a no-contest plea to the Complaint, and impose the sanctions provided for herein or enforce the provisions of the Documents, or both. If an appearance is made, after all testimony and other evidence has

been presented to the IDM at a hearing, the IDM shall render its decision(s), taking into consideration all of the relevant facts and circumstances. Except as provided herein, the IDM's decision shall have an effective date no sooner than five (5) days after the hearing. If the IDM does not inform the Respondent of its decision at the time of the hearing, or if no hearing is held, the Board will provide a written notice of the decision by first class United States mail or electronic transmission via fax or email addressed to the mailing / electronic address of the Respondent appearing on the records of GTDC within five (5) days after the decision is made.

Enforcement, Attorney's Fees, and Fines/Sanctions:

The provisions of these Policies and Procedures shall not limit, or be a condition precedent to, GTDC's right to enforce the Documents by any means available to GTDC, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief or damages. GTDC shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by GTDC in connection with any enforcement action, including any proceeding under these Policies and Procedures. Without limiting GTDC's remedies under the Documents, GTDC may assess fines and suspend membership privileges in accordance with these Policies and Procedures. If the violation involves damage to GTDC property, the violator shall pay the costs of repair or replacement. The Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation, except that any suspension of voting rights of a Member shall not exceed 60 days following any violation by such Member unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to 60 days thereafter.

(a) Fines may be levied for violations of the Documents as follows:

<u>Number of violations in a 12 month period</u>		<u>Fine Amount</u>
First violation:		Written Warning
Second violation:		\$50
Third violation:		\$100
Fourth violation:		\$200

A Member or guest who accumulates more than 4 violations of the same type within a 12 month period will be deemed to be a habitual offender. Without limiting the Board's ability to fine or suspend membership privileges in accordance with these Policies and Procedures, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to a fine of \$200 per month until the violation is corrected, and suspension of membership privileges as determined by the Board.

(b) In the event that any Guest violates the Documents and a fine is imposed, the Member shall pay the fine upon notice from the Board. Fines imposed pursuant to these enforcement policies and procedures shall become an Assessment imposed against the record Member's real estate and enforceable as provided in the Declarations and Lot Covenants.

Violations or Offenses that Constitute a Present Danger

If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual, the Board may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections 1 through 6 above.

Miscellaneous:

(a) Failure by GTDC to enforce any provision of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.

(b) The provisions of these Policies and Procedures shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

(c) As used herein, the term "IDM" shall include any individual, tribunal or committee appointed by the Board consistent with the Documents or consistent with CRS § 38-33.3-209.5 or other relevant CRS as may be revised from time to time.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

This Notice and Hearing and Enforcement Policy was adopted by the Board of Directors on **December 27, 2012** effective **December 27, 2012**, and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC

**GARAGE TOWN DEL CAMINO
STORAGE CONDOMINIUM OWNERS, INC.
PP-009**

POLICY REGARDING ARCHITECTURAL CONTROL

Adopted: _____

The following policy has been adopted by Garage Town Del Camino Storage Condominium Owners, Inc. (GTDC) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the GTDC Board of Directors (Board).

Purpose:

To adopt a policy governing architectural control

Definition:

Unit Owners are considered Members of the Garage Town Del Camino Storage Condominiums (GTDC). The two terms may be used interchangeably.

NOW, THEREFORE, IT IS RESOLVED that GTDC does hereby adopt the following policy to govern the architectural control of buildings and grounds

This Policy is established to control activities that impact the integrity of the structures / improvements and preserve / enhance the value of the Garage Town Del Camino project.

Reference:

Condominium Declaration for Garage Town Del Camino Storage Condominiums recorded in Weld County Colorado on 06/15/2006 as reception 3396379

Article IV B	Unit Boundaries
Article V	Common Elements - definition
Article VIII I.	Signs
Article VIII J.	Unit Activity – alteration or construction in the common elements
Article VIII K.	Commit No waste –
Article VIII L.	Exterior Appearance
Article VIII N. 2.	Master Keying
Article IX B.	Unit Alterations – structural integrity, lofts
Article XI A.	Powers of the Association – Board may adopt rules
Article XI D.1.	Authority of the Board – board shall enforce Declaration

General:

GTDC is a condominium project. As such, the Member owns the 'air space' within the unit. See the above reference "Unit Boundaries" and "Common Elements" for further definition. The building structures are considered common area belonging to all owners.

It is necessary that the Board control changes / modifications to the buildings to maintain the integrity and value of the buildings and control costs of operation. Therefore, Members are required to obtain approval prior to attempting any changes / modifications to common areas within GTDC.

Effectivity:

This policy takes effect on July 1st 2013. The Board will notify Members in writing by August 1st 2013 of additions / modifications, of which the Board has knowledge, that exist as of July 1st 2013. Members will have until November 1st 2013 to bring the additions / modifications into compliance with this policy or the Board will have the work accomplished and the Member charged. Methods such as, but not limited to, paint color utilized to bring changes into compliance must be coordinated with the Board prior to being incorporated. The Board will not charge a fee related to bringing additions / modifications that are in place as of July 1st 2013 provided this policy is followed. Should a Member fail to bring any item into compliance, after appropriate notice, the Board will have the items accomplished and the Member will be charged the resulting cost.

Submissions:

Member requests for exterior modifications – requests for modifications as defined here shall:

- a. Be submitted to the GTDC Board of Directors (Board) which will act as the approving authority for architectural change / modification requests.
- b. Be submitted in writing before any work commences.
- c. Be submitted considering a 30 day review cycle.
- d. Be submitted by the Member – tenants and non-owner occupants must make request ~~to~~thru the owner of the unit.
- e. Include a sketch with sufficient detail to permit adequate evaluation
- f. Contain appropriate engineering calculations regarding structural loading of modification to structure, as appropriate.
- g. Resubmit when any changes are required during the construction / implementation process.

Evaluation and Approvals:

- a. The Board will not charge a fee for review of request provided the request is submitted prior to work commencing and include sufficient detail as the Board may require in order to make an adequate evaluation.
- b. Requests submitted after commencement of work / modification will require a \$300.00 fee
- c. The Board may require outside fee based assistance to evaluate requests. Should any charges occur, the requestor will pay the actual cost.

Unit Owner Responsibility:

The Unit Owner accepts full liability and financial responsibility for any consequences / damages as a result of changes / modifications attempted / completed within the Garage

Town Del Camino boundaries whether undertaken with or without Board approval.

General Guidelines:

The following guidelines are just that and not intended to be all inclusive. The Board may make additional restrictions / requirements regarding specific requests.

- a. Exterior appurtenances:
 - i. If located above the overhead door opening, may not extend below the opening
 - ii. Will be required to be mounted at sufficient height so as to not interfere with vehicle traffic
 - iii. Must not interfere with the field of view of security cameras
- b. Vents:
 - i. Any vents that penetrate exterior walls are controlled by this policy
 - ii. Finish will require color choice that matches existing exterior
- c. Roofs:
 - i. Under no circumstances may any attachments or penetrations be made to roofs to ensure metal roof integrity
- d. Attachments to floor:
 - i. When attachments require cutting or drilling greater than the thickness of the floor slab, nominally 6 inches, the Member is required to engage a professional utility locating company to determine if any utilities either public or private (association infrastructure such as plumbing, electrical) exist within the vicinity of the work area. Written notice of results will be provided to the Board prior to making any penetration of concrete slabs. In any event, the unit owner (Member) is ultimately responsible for any negative results from the work.
 - ii. Member must make adequate provisions to ensure drilling / cutting dust / slurry does not penetrate wall base into adjacent units. Note, the original building construction did not specifically seal the wall – floor interface.
- e. Floor cutting:
 - i. See previous discussion
- f. Wall modifications:
 - i. No penetrations may extend thru the wall unless Member owns units on both sides or a written agreement between the adjacent owners is submitted as part of the initial request
 - ii. Penetrations of exterior walls always require prior Board approval
 - iii. Fasteners may not extend over $\frac{3}{4}$ inch into a wall panel.
 - iv. The wall system is comprised of sheet metal sandwiched with insulating foam. The wall sections are not designed as a structural element and thus shelving or hanging of items weighing over a few pounds is not acceptable. All shelving must be self-supporting and

may not be attached to walls

g. Signs

- ~~i. No exterior signs are allowed with the exception of real estate signs advertising for sale or for rent which may be of reasonable and customary dimensions — CRS?~~
- i. One real estate sign advertising for sale or for rent which does not exceed 18 inches by 24 inches may be placed on the man door or overhead door of the unit being advertised. One real estate sign advertising for sale or for rent of customary industry dimensions may be placed on the common area in the vicinity of parking lot entries (common area sign). The common area sign shall not exceed 4 feet in height and 2 feet in width. The Member accepts all liability for damage to common areas as a result of the sign placement. No other signs or banners are permitted. Real estate signs must be removed within 3 days following the closing of a sale or expiration of a listing.
- ii. Mounting of signs on man doors or overhead doors must be made using magnetic backing. No fasteners or tape are permitted
- iii. The Board will notify the Member of improperly attached signs and provided the opportunity to rectify. If Member does not take action within a reasonable time, the Board will take corrective action and pass any cost incurred to the Member.
- ~~iv. One permanently attached sign up to a maximum of 50. square inches in area will be permitted relating to security features incorporated in the unit to which it is attached. The sign may only be located on the overhead door or man door.~~
- v. No signs of any type may be attached to building walls.

Mounting or hanging from structural steel elements:

- i. Structural steel elements can usually be identified by the dark red color of the original finish. If in doubt, contact the Board for determination.
 - ii. No mounting or hanging from structural elements of the buildings are permitted without prior Board approval.
 - iii. Generally, the only items suspended from the overhead structure will be fire suppression elements, heating units as installed in the original construction and door opening equipment.
 - iv. Under no circumstances will drilling or welding or attaching of items be permitted on any structural elements. Units on the end of buildings may also contain horizontal structural elements.
- i. Man Doors and Overhead Doors
 - i. Modifications to doors will generally be limited to door sweeps and peep holes. Prior approval of any modifications to doors is required.
 - j. Storage Lofts also referred to as mezzanines
 - i. As discussed in Condominium Declaration Article IX B (Unit

Alteration), storage lofts may be constructed as defined in the reference Article. As stated in the Article, improvement to a unit which cost in excess of \$2,500. Require Board notification.

ii. Depending on the design, the improvement may require modification to the fire suppression system. Unit owners may not make modifications to the fire suppression system. The Board will define authorized contractors that may make appropriate modifications.

iii. Storage lofts must be free standing and not attached to walls or framing of the building.

existing lofts

Documentation:

The Board will maintain a database of changes approved, unapproved and grandfathered including authorizations, submissions, rejections, plans and relevant documentation.

Restoration:

Should a Member wish to remove changes to the exterior, restoration must be accomplished by contractors qualified to repair the building design using techniques and materials approved by the Board.

Subsequent Owners:

The maintenance and restoration of modifications shall pass to future owners. Members must disclose to prospective buyers any changes approved or unapproved prior to closing of a sale of a unit.

Failure to abide by this Policy will subject Member to costs to remove and restore to original condition.

Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, President GTDC

By: _____, Secretary GTDC

This Architectural Control Policy was adopted by the Board of Directors on : _____ effective : _____ and is attested to by the Secretary of Garage Town Del Camino Storage Condominium Owners, Inc.

By: _____, Secretary GTDC