

## 22 Station Owners Association, Inc. Common Area Protection Policy

Adopted December 15, 2022

### Recitals

- a. 22 Station Owners Association, Inc. ("HOA") owns and is responsible for the Common Area in Building 4 and 5 of the Village at Palisades Tahoe.
- b. 22 Station Owners Association, Inc. CC&R's Section 10.06 provides: "an Owner of a Unit may not make any Improvement or alteration to a Common Area or any Improvement or alteration to its Unit that affects any Common Area or any other Unit, without the prior written consent of the Board."
- c. 22 Station Owners Association, Inc. CC&R's Section 10.05 provides: "Use of Common Area. All Owners and their Guests may use the Common Area and the Exclusive Use Common Areas designed to serve their respective Units for the purposes for which such Common Area is intended. Notwithstanding the preceding sentence, neither an Owner nor a Guest may use any Common Area in any manner that unreasonably interferes with the rights of other Owners in and to the Common Area. Without limiting the generality of the foregoing, no Owner shall cause, or permit its Guests to cause, waste to any Common Area."
- d. CC&R's Section 10.19 provides: "Exterior Storage. No Owner shall store, suspend, or hang any materials or items on, in, or about any Common Area or Common Area Improvement, other than such portions of the Common Area designated on the Plan as a "residential storage area" and any other areas designed for that purpose, such as ski lockers, and then only in strict accordance with the terms and conditions of the Association Documents."
- e. An Owner of a Unit or any other party may not leave or store property in any Common Area without the prior written consent of the Board.

NOW, THEREFORE, HOA hereby adopts the following 22 Station Protected Common Area Usage Policy.

(g) Property Left, Stored or Occupies Space in any Protected Common Area by an Owner or Owner's Guest or 3<sup>rd</sup> party vendor of an Owner. Any leaving, storing, or occupying space with Owner or Owner Guest's property in any Protected Common Area for a period of over one (1) hour or repeatedly without the consent of the HOA is proscribed. HOA may notify the Owner of the proscribed property to remove the proscribed property and/or dispose of the proscribed property at the

Owner's expense and/or to cease and desist from repetitive violations. If Owner does not remove the proscribed property and/or does not cease and desist after receiving written notice from HOA, HOA may at its sole discretion, after notification and a hearing, suspend the rights of the Owner and his/her guests from the use of any recreation Common Area and from participation in HOA affairs, and fine the Owner \$100 for each violation. The Owner shall pay any such fine to Association within thirty (30) days after Owner receives written notice from Association. HOA may at its sole discretion remove and dispose of the proscribed property at Owner's expense and without compensation to the Owner of the property.

(h) Property Left, Stored, or Occupies Space in any Protected Common Area by a third party. Any leaving, storing, or occupying space by a third party with a third party's property in any Protected Common Area for a period of over one (1) hour or repeatedly without the consent of the HOA is proscribed. HOA may notify the third party of the proscribed property to remove the proscribed property and/or dispose of the proscribed property at the third party's expense and/or to cease and desist from repetitive violations. HOA may at its sole discretion remove and dispose of the proscribed property at third party's expense without compensation to the owner of the property.

(i) Third Party Payment for Property Left, Stored or Occupies Space in any Protected Common Area with HOA consent. HOA may enter into contracts with other parties to leave, store, or occupy space with their property in any Protected Common Area. The amount of compensation to HOA is the sole discretion of the HOA Board.