



mill harbour

CONDOMINIUM

Abandoned Personal Property Policy

Effective as of August 27th, 2024

Article I

Purpose

This policy is intended to clearly set expectations for personal property stored on Mill Harbour Condominium Property. Recent events have shown a specific need for the Mill Harbour Condominium Association to clearly outline our expectations and policies to avoid any potential future conflicts and ensure a reasonable and equitable outcome for all parties involved.

Article II

Definitions

- 1. Employee**
Any person who received a regular paycheck from Mill Harbour Condominiums
- 2. Former Employee**
Any person who, at one time, was an employee of Mill Harbour Condominiums but, regardless of reason, is no longer employed via the Association.
- 3. Tenants**
Any person renting common space property (office space, restaurant, and units 216 and 315) from Mill Harbour Condominium.
- 4. Association**
Mill Harbour Condominiums Owners Association
- 5. Personal Property**
Any physical articles such as vehicles, tools, or cloths that were purchased by or given to a specific Employee
- 6. Mill Harbour Property**
The physical real estate property boundaries which make up the common property footprint owned and managed by the Association. This is approximately 5 acres of fenced property.
- 7. The Mill Harbour Condominiums Board of Directors = Board**

Article III

Procedures

1. **Not a Storage Facility or Junk Yard**

- a. Mill Harbour Condominiums Owners Associations declares we are not a storage facility or junk yard. If we do entertain such ventures, we will do so with contracts between the association and specific individuals. Without a contract formalizing an agreement between both parties, there is no agreement to store, secure, or maintain any personal property for anyone by the Association.

2. **Acceptable Personal Property to be Stored and Appropriate Areas**

- a. Employees may store property such as clothing in the Shop Area to ensure they are comfortable or can easily adapt to different duties during work without needing to return home. This is allowed for convenience, comfort, and efficiency.
- b. Tenants may store property in the space they are renting.
- c. Owners may store property such as vehicles on the tennis courts as long as those vehicles adhere to our Vehicle Policy.

3. **Unacceptable Personal Property to be Stored**

- Extra Vehicles, parking and vehicle storage space is at a premium and some owners would like to repair / refurbish the tennis courts area. Only owner vehicles may be stored long-term and those vehicles must be road legal / maintained. Vehicles which are not maintained, operational, and able to be moved when needed will be towed at the vehicle owner's expense (employee or Mill Harbour Owner).
- Tools. It is the association's responsibility to maintain an inventory of tools needed. If you have tools and a preference for using your own tools, then those may be stored and maintained in your vehicle. Please ensure your tools are marked so it is obvious that they are not Mill Harbour Property.
- General property. If there is any appropriate space for General Storage, then that space will be made available to Mill Harbour Owners. We are not and cannot be a general storage facility for people who are not owners as this introduces unnecessary liability or otherwise burdens the Association with responsibility we did not consent to.

4. **Removal of Personal Property**

- a. Mill Harbour reserves the right to take any of the following actions (as they see fit) for abandoned personal property on our grounds/property:
 - i. Dispose of the property at your expense. We will invoice you for dump fees, fuel fees, and staff time at the same rates as we would charge owners for repairs that are not the association's responsibility.
 - ii. Give the property away.
 - iii. Sell the property.
- b. Property is considered abandoned when you no longer have a Mill Harbour Condominium Business related reason for having the personal property located

on the premises (sold interest in condominium, no longer a tenant, or no longer an employee). Mill Harbour Condominiums is a residential community, we are not a storage facility or junk yard.

- i. The Board of Directors may approve and authorize exceptions to the deadlines listed in this policy. This must be done in writing, be done for legitimate purposes, and be a short-duration in nature; no more than three weeks extended without board approval.
- c. Upon employee resignation or termination, all personal property must be immediately removed from the premises with an escort (Security, Property Manager, Board Member(s), or Employees tasked with this duty).
 - i. If it is not possible to remove all personal property immediately, then the former employee must coordinate with and receive permission from the Board for alternate arrangements in writing.
 - ii. Property which is not immediately removed or removed within the written and approved alternate plan will be considered abandoned.
- d. Upon retirement or ending employment with two-weeks notice
 - i. We will work with employees to ensure they have time to collect and secure their personal property before their last day.
 - ii. After the last day of work, the employee will have 72 hours before we will consider property abandoned at which time, property will be declared abandoned.
- e. Upon termination of lease/contract, the employee will have 72 hours after which property will be declared abandoned unless they have a written agreement from the Board as outlined in this policy.
- f. Upon selling your interest in Mill Harbour, your personal property left on premises will be immediately declared abandoned barring a written arrangement from the Board as outlined in this policy.

5. Mill Harbour will not assist with removal of personal property.

- a. We will not make any guarantees that staff or board members will be available when it is convenient for you. We will not make company assets available to assist without Board Approval. Our responsibility is to the Association and to limit risk. Your property is your responsibility. We will make reasonable accommodations as long as they do not negatively impact the community, work that is being done and direct communication is possible.

6. Personal property may not be exactly where it was left

- a. We make no guarantees for your personal property. If your property is in the way, it will be moved. Again, your property is your responsibility and should be stored, housed, and secured in a manner that you would have positive control over. We make absolutely no guarantees for any personal property left on premises and strongly discourage people from doing so unless they have a signed contractual agreement for storage. **Your property is your responsibility.**