

POLICY CONCERNING EXERCISE OF SELF-HELP
AND TO PERFORM MAINTENANCE, REPAIRS AND REPLACEMENTS TO A UNIT
FOR
THE BAY CLUB AT FRISCO -- CONDOMINIUMS

Adopted April 22, 2014

WHEREAS, the Board of Directors ("Board") of The Bay Club at Frisco -- Condominiums ("Association") recognizes the Association's need for clear and consistent guidelines to guide its entry into individual Units to correct covenant and rule violations or to perform required maintenance, repairs or replacement within the Owners' Units or to improvements or fixtures within the Units when Owners have failed to do so;

WHEREAS, The Declaration of Covenants, Conditions and Restrictions for The Bay Club at Frisco Condominiums ("Declaration"), was recorded in the real property records of Summit County on March 20, 1998, at Reception No. 561249, sets forth the right of the Association to correct covenant and rule violations;

WHEREAS, the Declaration places certain responsibilities on Owners of Units within The Bay Club at Frisco Condominiums community to maintain their Unit and Improvements on therein;

WHEREAS, the Association's Board recognizes that, on occasion, the failure of Owners to fulfill their maintenance and other obligations leads to continuing violations of the covenants that create conditions that could lead to significant expense, insurance claims, and/or potential hazards in the community;

WHEREAS, Article VIII, paragraph 2 of the Declaration grants the Association the right and authority to enter an Owner's Unit, following notice and the Owner's failure to perform and maintenance, repair or replacement obligations, and perform such maintenance, repair or replacement on the Owner's behalf;

WHEREAS, the Board desires to set forth the procedures under which it may exercise its authority to enter any Owner's Unit to perform maintenance, repair or replacement obligations on the Owner's behalf when an Owner has failed to do so as required by the Declaration.

NOW, THEREFORE, IT IS RESOLVED the Association, acting through its Board of Directors, hereby adopts the following policy concerning entry into Units for the purposes of correction of performing maintenance, repair or replacement to an Owner's Unit or the improvements or fixtures therein:

1. Following the procedures set forth in paragraph 2 below, the Association may exercise its right to perform maintenance, repairs or replacements to a Unit or the improvements or fixtures therein in accordance with Article VIII, paragraph 2 of the Declaration.

2. Prior to the Association, its agent or contracted third party entering an Owner's Unit to correct a violation, the Association will take the following steps:

a. The Association will notify the Owner in writing of the need for maintenance, repair or replacement to the Unit or improvements or fixtures therein; the actions necessary to perform the maintenance, repair or replacement;; the time in which the maintenance, repair or replacement shall be performed; that after thirty (30) days from the date of notice, if the Owner has failed to perform the required maintenance, repair or replacement, the Association may enter the Unit to perform the same; advising that if the Owner fails to perform the required maintenance, repair or replacement within the time permitted, the Association intends to do so at the Owner's expense; and if fines may apply to the violation(s), the Owner's right to attend a hearing before fines are assessed in accordance with the Association's Enforcement Policy.

b. The Association will send the notice required by paragraph 2.a above to the Owner's address of record (either by U.S. mail or by email if the Owner has provided an email address to the Association and expressed a desire for communications to be conducted by email), according to information provided by the Owner, and by U.S. mail to the property address, if different.

c. Before entering into the Owner's Unit to perform the maintenance, repair or replacement, the Association will attempt to contact the Owner via telephone if the Association has a telephone number for the Owner, and advise the Owner of the corrective action the Association intends to undertake and the date and approximate time that the Association's agents will be in the Unit to perform the necessary work, and will include the Association's contact information.

d. If the Owner fails to perform maintenance, repair, and replacement identified in notice required by paragraph 2.a above to a standard satisfactory to the Board of Directors, no further written notification need be given concerning that violation or the same or similar violations occurring on subsequent occasions. However, the Association shall comply with the requirements of paragraph 2.c. above before entering the Unit to perform and subsequent maintenance, repairs or replacement to the Unit or the improvements or fixtures therein.

At the time of entry into a Unit, the Association's personnel, agent or the contractor hired by the Association will only undertake those activities described in the prior notices provided to the Owner.

3. The Association's personnel, agent or contractor who enters into the Unit may be accompanied by one or more witnesses. The Association's personnel, agent, contractor or the witness may photograph or make video recordings of the Unit immediately before and immediately after the performance of the work and may prepare a brief report for the Association's records.

4. If the Association has exercised its right to perform maintenance, repairs or replacement to the Unit in accordance with the provisions of paragraph 1 above, the Association may levy an Assessment, including but not limited to any fines, interest, late charges and lien rights assessed in accordance with the Association's Enforcement Policy, against the Owner's Unit for any costs incurred by the Association to perform such maintenance, repair or replacement to a Unit or the improvements and fixtures therein and bring the Unit into compliance with the provisions of the Declaration. Any unpaid Assessment levied against a Unit shall be the personal obligation of the Unit's Owner as provided in the Declaration, and until paid, shall incur interest and late fees consistent with the Declaration and the Association's Collection Policy and will constitute a lien against the Owner's Unit.

5. The Association shall be entitled to reimbursement and indemnification from the Owner for any attorneys' fees and costs incurred to defend its directors, officers, agents, contractors, or employees for any act performed in accordance with the Association's policies and procedures and the Declaration.

6. In the event of an emergency, in which the Owner's failure to perform maintenance, repairs or replacement to the Unit or the improvements and fixtures therein appear likely to the Board and/or the Association's managing agent to result in imminent harm to people, or damages to the Common Elements or other Units in an estimated amount of at least \$500, the Association shall warn the Owner or occupants of the Unit of the impending emergency entry as early as is reasonably possible.

7. If an occupant of a Unit has died inside that Unit, and no other Owner of record exists or can be contacted, the Association or its managing agent shall contact local law enforcement, and follow any instructions pertaining to treatment and disposal of the body. Thereafter, the Association or its appointed third party may enter the Unit to remove any hazards relating to that death.

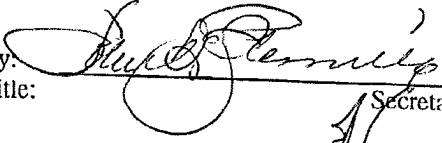
8. This policy does not alter the division of Owner and Association maintenance responsibilities as specified in the Declaration. The Association's notice of intent to exercise self-help maintenance, repairs or replacement and subsequent completion of that maintenance, repairs or replacement is not an assumption of any obligation to make repairs to other defective items, or warranty of work completed. The Association bears no responsibility for further related or unrelated damage after conducting maintenance, repairs or replacement that does not reveal defects, whether that defect is readily apparent or not; that could have been prevented through timely inspections; or from defective repairs.

This Policy Concerning Exercise of Self-Help and to Perform Maintenance, Repairs and Replacements to a Unit for The Bay Club at Frisco -- Condominiums was adopted by the Board of Directors as set forth above.

The Bay Club at Frisco -- Condominiums

By: Laurie E Helmick
Title: President

This Policy Concerning Exercise of Self-Help and to Perform Maintenance, Repairs and Replacements to a Unit for The Bay Club at Frisco -- Condominiums was adopted by the Board of Directors on the 22nd day of April, 2014, effective the 22nd day of April, 2014, and is attested to by the Secretary of The Bay Club at Frisco -- Condominiums.

By: 
Title: Secretary