

Lagoon Town Home Condominium Association, Inc.

Policy and Regulation Regarding Entry Into Condominium Apartments

Whereas, Section 16.(b) of the Declaration of Covenants, Conditions and Restrictions Lagoon Town Homes Condominium ("Declarations") provides: "... The Association, the Board and the Managing Agent shall have a nonexclusive right and easement to make such use of and to enter into or upon the General Common Elements, the Limited Common Elements and the Condominium Apartments as may be necessary or appropriate for the performance of the duties and function which they are obligated or permitted to perform under this Declaration; provided that entry into Condominium Apartments shall be made only at reasonable times; and except in case of emergency, such entry shall be made after reasonable notice to the Owner of the Condominium Apartment; and

Whereas, Section 16.(e) of the Declaration provides: "... The Association, Managing Agent, and each owner shall have an easement, which may be exercised by any Owner by the Association or the Managing Agent, as his agent, for access through each Condominium Apartment and to all Common Elements, from time to time, during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Condominium Apartment; and

Whereas, Section 17 of the Declaration provides: "...An Owner shall maintain and keep in good repair and in a clean, safe, attractive, and sightly condition his Condominium Apartment, including the fixture, doors, and windows thereof and the improvements affixed thereto, and such other items and areas as may be required in the Bylaws, ... all fixtures and equipment installed within the Condominium Apartment commencing at a point where the utilities enter the Condominium Apartment shall be maintained and kept in repair by the Owner thereof...if any Owner fails to carry out or neglects the responsibilities set forth in this Paragraph, the Association may fulfill the same and charge such Owner therefor; and

Whereas, from time to time, the community has experienced situations in which the Association has required access into a Condominium Apartment for purposes of making repairs or performing maintenance when an Owner has been unable or unwilling to do so, and the failure to make repairs or perform maintenance has caused, or has the potential to cause, damage to Common Elements or other Condominium Apartments; and

Whereas, the Association's Board of Directors has, in the past, attempted to maintain a master key for all Condominium Apartments in order to permit it to gain access for the purposes permitted by the Declaration, but some Condominium Apartment Owners have declined or refused to key their Condominium Apartments using locks/key on the Association master key system, or have installed additional doors with locks that also are not on the master key system.

Now Therefore, the Board hereby adopts the following policy and regulation:

All owners shall permit the Board, or any other person authorized by the Board, whether the Owner is present or not, to enter into such Owners' Condominium Apartments for access through such Condominium Apartment to all Common Elements, from time to time, as may be necessary for the maintenance or repair of any of the Common Elements located thereon or

accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or to another Condominium Apartment. In order to facilitate the aforesaid maintenance or repair, Owners shall allow the Association's authorized management company¹ access to their respective Condominium Apartment using the Association's authorized master key system.

For regular inspections, routine maintenance and non-emergency repairs, entry shall be made only on a regular business day during regular business hours by the Board's agent, after first ringing the front door bell, knocking on the door, and in the event that no reasonable response occurs, opening the door and loudly announcing entry. In case of emergency, entry may be made at any time, provided that a reasonable effort, according to the circumstances, is made to give notice of entry.

The Board or its agent shall have the right to use such reasonable force as is necessary to gain entry into the Condominium Apartment, in the event of an emergency, if other means of entry are not available in view of the circumstances. So long as the Owner keyed his/her Condominium Apartment in accordance with the Association's authorized master key system, the Association shall bear the full responsibility and expense of all damages incurred to the Condominium Apartment and/or Common Elements directly related to such forcible entry. However, in the event that an Owner fails to provide the Association's authorized management company access using its master key, the Owner of the Condominium Apartment shall bear the full responsibility and expense of all damages incurred to the Condominium Apartment and Common Elements because of such forcible entry.

In the event an Owner fails within a reasonable time upon proper notice to pay any amounts provided for herein, the Association may pay for said damage and charge the Owner responsible as an additional assessment which may become a lien against such Owner's Condominium Apartment and enforceable in accordance with the provisions of the Declaration, and such Owner shall be responsible for any attorney's fees incurred by the Association in connection with the collection of the amounts owed. Further, the Owner shall be subject to fines as provided in the Association's fine policy.

This policy and regulation shall apply to Guests [as that term is defined in the Declaration] of an Owner with the same force and effect as applied to Owners. In the event of a violation of a policy and regulation, any fine or additional amounts of money that become due [as a result of the Guest's violation] shall be the obligation of the Owner, and all such amounts shall become a lien against the Owner's Condominium Apartment.

In Witness Whereof this policy and regulation was adopted by the Board of Directors of the Lagoon Town Home Condominium Association, Inc, on the 12th day of June, 2002.

¹ Currently, the Association's management company is Wildernd Property Management, which works in conjunction with the Lagoon staff.