

**LAGOON TOWN HOMES CONDOMINIUM ASSOCIATION, Inc.**  
**MAINTENANCE COMMITTEE CHARTER**

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1. **Purpose.** Pursuant to Article 9, Section 9.4, of the Amended and Restated Condominium Declaration of Covenants, Conditions, and Restrictions of Lagoon Town Homes, the purpose of the Maintenance Committee ("Committee") is to make recommendations (as necessary) to the Board of Directors ("Board") for the maintenance, repair, improvement and replacement of the Lagoon HOA Common Elements (a.k.a. Common Areas and buildings).
2. **Responsibilities:** The Committee members may perform a walk-thru of the property on a periodic basis; coordinate overlapping activities with the Landscaping Committee; review all contracts for maintenance and any other contract or contracts associated with Association Common Elements, as designated by the "Board;" prepare a proposed budget for all maintenance related items to be included in the Lagoon Annual Budget discussion; and shall bring their recommendations to the "Board" for review and consideration on all matters pertaining to maintenance, repair, replacement, or improvement of all common areas. The "Committee" may consult with the Management Service Company ("Management") to assist in the development and recommendation to the "Board" of an implementation schedule for ongoing maintenance of the Association Common Elements; and any other assigned duties at the discretion of the "Board."
3. **Number of Members.** The "Committee" should consist of no less than two (2) members, including the Chairperson ("Chair").
4. **Appointment/Removal of Members.** Members of the "Committee" serve at the discretion of the "Board" and may be removed from the "Committee" by a majority vote of the "Board."
5. **Appointment of Chairperson.** The President of the "Board" shall appoint one Board Member to serve as "Chair" of the "Committee." The "Chair" serves at the discretion of the "Board" and may be removed from the "Committee" by a majority vote of the "Board."
6. **Meetings.** The "Chair" may call voluntary meetings to discuss committee concerns amongst its members. The "Committee" may set monthly property walks with designated Management Service Company personnel ("Manager"). During this monthly property walk, the "Manager" shall be responsible for preparing a punch list to be reviewed by the "Board."
7. **Reports.** The "Chair" (or other designated representative in his/her absence) shall report to the "Board," as needed or as requested by the "Board," as to the progress and status of ongoing maintenance issues as noted by the "Committee."
8. **Authorization.**
  - a. The "Committee" shall have no authority to direct "Management" employees, or Association general contractors or vendors. The "Committee" shall be responsible for communication with "Management" and execution of all approval authorizations by the "Board" which are outside the "Committee's" general authorization.
  - b. The "Committee" shall have the authority to approve expenditures of up to \$1,500 for discretionary expenditures for equipment/services and \$10,000 for any needed routine maintenance, within current budgetary constraints, for the Association. Any anticipated amounts over the \$1,500 for discretionary expenditures, over \$10,000 for routine maintenance, or identified as other than routine maintenance, shall be submitted to the "Board" for consideration and approval.
  - c. Any communications received from Unit owners to the "Committee," that may have major expense and/or precedent for continued expense ramifications, shall be forwarded for review by the "Board" and "Management." Upon resolution by the "Board," either "Management," the "Chair," or a designated spokesperson, will respond to the individual Unit owner to notify the Unit owner of the "Board's" decision and final outcome.
9. **Amendment/Revocation.** This "Committee" Charter may be amended or revoked by the "Board" at any time.