

Lagoon HOA Policy

For

“Work” Done by Staff in Support of Unit Owners

The purpose of this document is to provide clear guidelines to the Lagoon Staff (permanent or temporary, including the Manager)(the “**Staff**”) regarding the accomplishment of any Unit maintenance, renovation, upgrade, or other construction activities (“**Work**”) to be performed by any Lagoon Staff member in support of any Lagoon Unit Owner. This policy makes clear what the restrictions for “off-duty” Work are, and what must be done to protect the Lagoon HOA from any third party claims or liabilities.

Therefore: It is the policy of the Lagoon Board that:

1. Unit Owners, or their authorized representatives, may from time to time request that certain Work be performed in/on their Units. It is the goal of the Lagoon Board to assist Owners where possible and to allow Lagoon staff to benefit from off-duty work opportunities—so long as they do not create conflicts of interest or incur any liabilities for the Lagoon HOA. To ensure these goals are achieved:
 - a. All Work requests must be kept on file in the Lagoon Office for presentation to the Lagoon Board—regardless whether the Work will be performed during “on-duty” or “off-duty”.
 - b. “**On-Duty**” is defined as work performed between 8am-5pm, Monday-Friday, except holidays and vacations.
 - i. In the event that the Work required is an “Emergency”, the Lagoon maintenance Manager has been authorized by the Board to deal with the emergency and properly bill the Unit Owner according to standing Lagoon policies.
 - ii. If the Work is not deemed an “emergency”, and the Work is expected to exceed 4 person-hours, a determination must be made jointly by the Manager and the Lagoon Board if the Staff have the available time and resources to complete the Work under the authority of the Lagoon HOA.
 - c. Any “On-duty” Work (non-Emergency) completed by Staff for a Unit Owner will:
 - i. Be defined as Work performed
 - ii. Be prior approved by a member of the Lagoon Board of Directors.
 - iii. Be based on a specific cost estimate based on estimated time and materials, agreed to in writing by the Unit Owner and Lagoon management before any materials are purchased or Work is performed.

- iv. Be timely paid for by the Unit Owner
 - 1. All materials (except for emergency repairs) must be either pre-paid by the Unit Owner, or the Unit Owner must make some other arrangement that will not require Lagoon to await reimbursement for materials. This could include pre-payment of 50% of the estimated/agreed in 1.b.ii above.
 - v. Be properly overseen by the Lagoon Maintenance Manager or a member of the Board.
2. Any Work completed by any Staff member for a Unit Owner outside of normal "On-duty" hours ("**Off-Duty**") must be accomplished in such a way as to ensure that Lagoon HOA absorbs no labor or material costs for the Work and incurs no temporary or long-term liability for the Work. This means that:
- a. The Staff Member(s) must submit a request to the Lagoon Board describing the work, identifying the Unit and Owner, and releasing the Lagoon HOA of any liability associated with the work, including Workers Compensation Claims against Lagoon HOA.
 - i. Until such a request has been reviewed and approved by the Board, no work can be commenced by the Staff.
 - ii. The Request must clearly indicate which Staff members will be involved and the approximate duration of the Work.
 - iii. Any staff member engaged in doing Work, must provide proof of their independent insurance prior to commencing work.
 - b. Unit Owners must submit a written acknowledgement to the Lagoon Board, that the Work is not being performed by the Lagoon HOA and that they will hold the Lagoon HOA harmless for any direct or indirect liability arising out of the Work, regardless of whether it is performed negligently or not.
 - c. All labor hours and material costs for Off-duty Work must be accurately and separately accounted for by the Staff Member and the Unit Owner.
 - d. Staff Members will not be allowed to accomplish or supervise any of the agreed Work during Lagoon On-Duty hours (except for a Noon-1pm lunch hour). For the avoidance of doubt, there can be no participation in an Off-Duty Work project that can be viewed as creating a conflict of interest between the Staff member and the Lagoon HOA and the Unit Owner.
3. The Lagoon Maintenance Manager has a clear and over-riding responsibility to the Lagoon HOA to ensure that no urgently required Lagoon HOA maintenance, repair or construction is delayed or impaired because of any Off-Duty Work obligations by Staff. If such a conflict occurs, it is his responsibility to report it to a member of the Board within 24 hours of the occurrence. That Board member has the responsibility to properly coordinate with the full Board.

4. This policy may be adjusted or changed from time-to-time by action of the Lagoon Board.

This policy was approved by a Resolution of the Board on 6 December 2006.

A handwritten signature in black ink, appearing to read 'William A. Tolbert', with a long horizontal flourish extending to the right.

William Tolbert, President