

POLICY CONCERNING THE TOWERS AT LAKEPOINT ASSOCIATION'S EXERCISE OF RIGHT TO ACCESS OWNERS' UNITS

This Policy Concerning The Towers at Lakepoint Association's Exercise of Right to Access Owners' Units was adopted by the Board of Directors ("Board") and made effective this 7<sup>th</sup> day of August, 2014.

WHEREAS, The Towers at Lakepoint Association was formed for the purpose of managing the property subject to the Declaration of Covenants, Conditions, and Restrictions for the Towers at Lake Point Condominiums ("Declaration") recorded in the real property records of Summit County, Colorado;

WHEREAS, the Declaration places certain responsibilities on Owners of Units within the Towers at Lakepoint community to maintain and repair their Units;

WHEREAS, the Declaration places certain responsibilities on the Association to maintain and repair Common Elements within the community;

WHEREAS, the Association's Board recognizes that, on occasion, items within a Unit may fail and cause potential damage or harm to the Common Elements or other Units;

WHEREAS, Section 5.7 of the Declaration grants the Association the right and authority to enter Units and to protect against damage to other Units or the Common Elements;

WHEREAS, Section 6.3 of the Declaration grants the Association the right and authority to enter Units in the event of the Owner's failure to maintain;

WHEREAS, the Board desires to exercise its authority to enter Units and to protect against damage to other Units or the Common Elements and to enter Units to repair as necessary to keep in good order in circumstances where notice of entry is provided, including emergency notice;

NOW, THEREFORE, the Board hereby resolves that the Association will exercise its rights granted under Sections 5.7 and 6.3 of the Declaration according to the following policies and procedures:

1. The Association may contract for services to remedy the problem in an Owner's Unit based on the authority granted in Sections 5.7 and 6.3 of the Declaration and will notify the contractor of such authority.
2. The Association may levy a charge against the Owner for any costs incurred to correct the problem on the Owner's Unit. Any unpaid charge levied against an Owner shall incur interest and late fees consistent with the Association's governing documents and will constitute a lien against the Owner's Unit, and may be collected as any assessment.
3. Except in cases of emergency, prior to entering upon an Owner's Unit, the Association will take the following steps:
  - a. The Association will notify the Owner, in writing, of the problem on the property, the actions necessary to correct the problem, fines that may apply for the problem, and the Owner's right to attend a hearing and discuss the problem with the Board.
  - b. Except in cases of emergency, the Association will provide the Owner with at least ten (10) days' written notice of the Association's intent to correct the problem. The Association will

send notice to the Owner's address of record, according to information provided by the Owner. The Association may, but shall not be required to, search the Summit County records to identify alternative addresses for the purpose of providing notice to the Owner.

c. Between seventy-two (72) and forty-eight (48) hours prior to entering upon the Owner's Unit to correct the problem, the Association will post a written notice on the front door of the unit, which notice will describe the work the Association intends to undertake and the date and approximate time that the Association's agents will perform the work, and will include the Association's contact information.

4. At the time of entry upon a Unit, the contractor or agent hired by the Association will only undertake those activities described in the prior notices sent to the Owner and posted on the Owner's unit.
5. At least one witness may accompany the contractor or agent who enters upon the Unit. The witness may photograph the property immediately before and immediately after the performance of the work and may prepare a brief report for the Association's records.
6. The Association may seek 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 these policies and procedures and the Association's governing documents.
7. In the event of an emergency, in which the problem on an Owner's Unit appears likely to the Board members and/or the Association's agent to result in imminent harm to people, or damages to property in an estimated amount of at least \$500, the Association need not provide prior notice to the Owner before entering upon the Unit and undertaking any work to remedy the situation. In such situations, the Association or its contractor shall loudly knock and announce its intent to enter the Unit before undertaking such entry.

THE TOWERS AT LAKEPOINT ASSOCIATION

By: John D. Tunny 8/7/14  
President

ATTEST:

Donald E Rankin 8/7/14  
Secretary