

RULE RELATING TO ACCESS TO UNITS BY ASSOCIATION;

Unit Owners are advised ;

- 1. That sec. 718.111(5)(a) Florida Statutes provides as follows;
“The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit.”**
- 2. That Article II, Sec 3 “Powers” (of Board of Directors), (4) of the Amended Declarations and ByLaws (page 18)(recorded April 4, 2014) provides:
“(4) To have the irrevocable right to enter into and upon and to access each condominium unit when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. For the purposes of preservation, care and restoration of condominium property, each owner of a condominium unit grants a perpetual easement to the then existing Board of Administration or its duly authorized agents to enter into his/her condominium unit at any reasonable time, or at any time when necessary to prevent or mitigate damage to the common elements or to a unit or units and the right to collect all reasonable costs associated with such mitigation efforts, as if the same were an assessment on said unit:”**

To facilitate its right of entry, the Board of Administration has adopted the following Rules;

- a.) Every unit owner shall deposit in the condominium office no later than June 1, 2015, a key to enter his unit and the adjacent air conditioning closet, and shall present these keys to the Association sealed in an envelope according to the procedure hereinafter described and shall maintain said keys on deposit throughout their ownership of a unit;**
- b.) Every unit owner who hereafter acquires title to a condominium unit shall be required to deposit entry and air conditioning closet keys in the condominium office no later than 15 days after closing.**
- c.) Any unit owner who neglects, fails or refuses to deposit the keys as required shall deposit within the time frames set forth in paragraphs a.) and b.), above, the following sums in the condominium office, which sums shall be held in an interest free segregated account for the benefit of the depositor;**
 - 1.) For any unit which does not have a window immediately adjacent to a catwalk, the sum of \$2,800.00.**

- 2.) For any unit which has a window immediately adjacent to a catwalk, the sum of \$1800.00
- d.) In the event it becomes necessary to enter a unit which does not have a key on deposit, the damages incurred in a forcible entry shall be paid from the deposit and an accounting shall be simultaneously furnished to the unit owner. If the deposit is insufficient to discharge the damages, the unit owner shall have 14 days after notice thereof to pay the deficiency to the office. Also, the unit owner shall have 14 days after notice to replenish his deposit in the amount required herein.
- e.) The Association has the right to enforce payment of the deposit and payment of damages by lien enforcement upon any unit which defaults in its obligation under this rule.

To accommodate the security interests of the unit owners, the Board of Administration adopts the following procedure;

- 1.) Manner of depositing keys; Each unit owner shall place his name, unit number and contact phone number on the face of an envelope into which he shall insert the required keys and seal the envelope. He shall sign the rear of the envelope across the flap and place a strip of cellophane tape over his signature and deliver it to the condominium office. The office shall provide the unit owner with a key deposit receipt;
- 2.) The deposit key envelopes shall be maintained in a double locked cabinet in the office, and the entry keys assigned to 2 different teams of officers or Board Members;
- 3.) No entry into a unit may be made by fewer than 2 officers or Board Members and no one other than officers or Board Members shall initially enter the unit;
- 4.) Upon receiving cause for entry, the 2 agents shall unlock and remove the key envelope from the cabinet and shall attempt to phone the unit owner to verify his absence from the unit. They shall enter the unit and assess the problem, including calling in plumbers or tradesmen to cure the problem while in their presence. Repairs shall be limited to those which cure the reason for entry and it shall be the responsibility of the unit owner to arrange for more extensive and permanent repairs. Upon exit, they shall lock the unit and the key shall be inserted in the envelope and replaced in the cabinet;
- 5.) Within 24 hours after entry, the 2 authorized entry agents shall file a written report with the Board and simultaneously email or tape a copy to the unit door, which report shall describe the date and time of entry, the

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reason for entry and a complete description of the problem and the corrective measures undertaken;

- 6.) A mutually convenient time shall be arranged with the unit owner to open the cabinet and have the unit owner re-process the key deposit into a new envelope.
- 7.) The unit owner shall be financially responsible to reimburse the Association for all costs necessitated by the entry and repair.

NEW; March 04, 2015