

GRAEAGLE MEADOWS HOMEOWNERS' ASSOCIATION

ENTRY OF LOT OR RESIDENCE POLICY

Purpose

The purpose of this policy is to:

1. Clarify the roles of the GMHOA and Owners with regard to CC&R Sections 8.3 (Duty to Inspect) and 8.7 (Authority for Entry of Lot).
2. Provide specific guidance regarding how to implement these CC&R sections.

Policies of the GMHOA Board

1. Although Section 8.3 states that the GMHOA may take on the responsibility of regular monthly inspections of the Owner's Lot for any signs of water intrusion or water-related damage, the GMHOA is electing to not take on this responsibility. The Owner of each lot will solely retain that responsibility as spelled out in Section 8.3.
2. As a courtesy, GMHOA will use reasonable efforts to communicate annual reminders of each Owner's obligations pursuant to Section 8.3 of the CC&Rs either through a newsletter or other form of written or electronic communication and also forward a copy of this Policy (as may be updated from time to time).
3. To assist the GMHOA in meeting the requirements of Section 8.7 without the necessity of hiring a locksmith at the Owner's expense, Owners may, in advance of such need, provide the GMHOA with a key, gate code, or contact information for third party key holder to cover such contingencies. GMHOA staff shall maintain and secure all keys and codes received from Owners in a lockbox with appropriate labeling and safeguarding of the lockbox keys. One lockbox key shall be held by the Maintenance Supervisor, another by a Board member who is a permanent resident at the Meadows, and a third by the Business Manager. For security purposes, no other keys to the lockbox will be made. It shall be the responsibility of each Owner to keep keys and codes and contact information for third party key holder up to date, and to retrieve keys and codes and contact information for third party key holder as desired upon transfer of property or for any other reason.
4. If it is necessary for a GMHOA representative to enter a lot or residence as outlined in Section 8.7, such representative shall be expected to follow the notification requirements defined in Section 8.7, i.e.: *"Such entry shall be made with as little*

notice of not less than twenty-four (24) hours, except in emergency situations.” In a situation determined by the Maintenance Supervisor or Board officer to be an emergency, GMHOA representatives shall use reasonable efforts to call and or otherwise contact the Owner before entering the residence, if contact information is available. If the GMHOA representatives have not been able to contact the Owner before entering the residence, the GMHOA representatives shall knock loudly several times and identify themselves upon opening the unit. GMHOA representatives shall take appropriate measures, such as donning protective booties and relocking doors, to insure they leave the residence in the same or better condition as before they entered. If a problem is discovered, Maintenance staff will photograph the problem area before and after any attempted repair. Maintenance staff shall inform GMHOA’s Business Manager of the emergency situation as soon as practical following the entry so the Owner can be notified and the Owner take any remedial action. The Owner notification shall include the reason for entry by GMHOA representatives, actions taken, date, time, photos (to the extent necessary) and any other relevant information related to the entry to the residence.

5. If, due to an emergency, it is necessary to provide access to a service provider hired by a neighbor or GMHOA, a GMHOA representative or an Owner’s designee will accompany that service provider while making the initial entry to insure compliance with this policy. For example, if a plumber hired by a neighbor needs to inspect other units to determine the source of a sewer blockage, a GMHOA representative will enter the unit with the service provider and insure that procedures spelled out in this policy are followed, including the Owner notice requirement described above.
6. GMHOA representatives will not provide access to third party service providers hired by Owners under any circumstances. It shall be the Owner’s responsibility to provide access in such cases.

I hereby certify that:

- A. I am the Secretary of Graeagle Meadows Homeowners' Association.
- B. The above Resolution and Policy was adopted by the Board of Directors at its meeting held on May 15, 2024.

Dated: June 27, 2024  Secretary

Attch: CC&R Sections 8.3 and 8.7

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8.3 Duty to Inspect. The Owner shall perform regular inspections of the Owner's Lot for any signs of water intrusion or water-related damage. Such inspections shall occur at least once per month during the rain and snow season, but may be bi-monthly during the months when rain and snow are unlikely or infrequent (i.e., May through the beginning of September). If an Owner notices any signs of water intrusion, such as the presence of moisture, mold, rotting wood or stained surfaces, the Owner shall report such damage to the Association immediately, but if immediate notice is not possible than within not more twenty-four (24) hours of discovery of the water intrusion. An Owner's failure to perform such inspections or to timely report signs of water intrusion will result in the Owner being solely responsible for the costs of any repairs as a result of any damage that may occur, even if the source of the water was in an area maintained by the Association. Owners may coordinate with third-parties or other Owners to perform the inspections required by this section. For the convenience of all Owners and to ensure regular inspections are performed timely, the Board may allow the Owner to provide the Association a form of access to the Lot in order for the Association to perform the inspections required by this section. A form of access may be a key, a garage door opener, or a code for an entry keypad. Owners must provide one of these forms of access to the Association's managing agent or other designated person if they want the Association to perform inspections of the Lot on their behalf, and must specify in writing when they request the Association perform the inspections. By providing the Association with a form of access, the Owner agrees that the Association is not assuming any duty to secure the Owner's Lot or Residence, and that the Association offers no guarantees or promises regarding the security of the Owner's Lot or Residence. The Association only accepts forms of access as a convenience to the Owner and assumes no liability or responsibility with respect to that form of access or for any harm resulting from the use of that form of access. If any Owner does not agree to the terms of this section, the Owner shall withhold the form of access for the Lot and the Owner shall timely perform all inspections of the Lot for signs of water intrusion or water-related damage. The Board may withdraw its agreement to inspect a Lot at any time so long as the Owner is given sufficient notice to allow the Owner to resume the Owner's inspection responsibilities.

8.7 Authority for Entry of Lot. The Association or its agents may enter any Lot or Residence, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, inspection, construction, or replacement for which the Association is responsible or which it is authorized to perform, including without limitation the authorization provided in Section 8.7. The Board may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such

repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations. Owners must provide entry to their Lots and Residences in accordance with this section regardless of whether they reside in the Development full-time or part-time, or may leave a key with a third party that shall be responsible for providing entry. In the event the Owner leaves a key with a third party that Owner shall still be ultimately responsible for ensuring entry is provided in a timely manner. If an Owner fails to provide access to the Owner's Lot and Residence, the Association shall have the right to hire a locksmith to gain entry, the cost of which may be charged back to the Owner as a Reimbursement Assessment.