

## SEACOAST GARDENS TWO ENTRY ACCESS KEY POLICY

All condominium ownerships come with some unique benefits and drawbacks. Having many units together supporting common amenities, such as pools, seawalls, and clubhouses, reduces the costs to all. However, the close proximity of units produces other challenges. While the unit itself is private property, it is nestled amongst other pieces of private property as each unit at Seacoast Gardens Two is abutted on three to four sides by other units.

While all units are fed their electrical, plumbing, HVAC controls and cable through common internal pathways, each unit operates as an independent household per se. As would be true of any household, pest control and the repair and maintenance of various portions of the unit must be performed in order to keep these units free from pests, and the utilities and unit in good working order. However, a failure of any one of these regiments or systems in a unit has the potential to affect the other units in the building, primarily those abutting the unit.

The most common and potentially catastrophic example is a major water leak. Water leaks, left uncontrolled and uncorrected, have the potential to significantly damage every abutting unit laterally and below. This lends itself to an exponential increase in the costs of repairs. Another is pest control. Failure of a unit to adequately control pests will likely lead to infestations in other units as they are all connected by the common utility pathways.

Thus, from time to time, and usually on an emergency or similar basis, the management must gain access to a unit. In addition, an owner may want to authorize management to grant access to a vendor for minor repairs to the HVAC system or something similar, or allow a guest or friend access, without having to physically come to the unit.

In any case, in order to gain access, the management company must have a working entry door key which will allow them unfettered access to the unit.

Therefore, the Board of Directors has adopted this policy in an effort to ensure that management can act quickly and as necessary to protect the property and the Association from further damage in such cases and/or act at the convenience of the unit owner in others.

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### A. Unit Keys.

1. Each Owner is responsible for ensuring that management is provided with a key that will immediately open the front entry door of the Owner's Unit without the use of any other key or device ("Unit Key"). This includes new keys immediately following a lock change or re-key.

2. Proof and memorialization of the remittance of a Unit Key shall be provided by Management in the form of a written receipt of the Unit Key with no less than the following: Unit number, Unit Owner name, date of receipt of Unit Key, and the name of person from Management accepting the Unit Key. Said receipt shall be signed by both Owner and Management. A copy of the receipt shall be given to the Owner at the time of providing the Unit Key and the original shall be retained by Management.

### B. Security.

1. Management shall be responsible for keeping all Unit Keys properly labeled by Unit number in a secure and locked cabinet in the management office. Except for actual access by Management personnel, the cabinet shall remain locked at all times.

2. Only Management shall be permitted to disburse any Unit Key. To do so, a check out form must be completed, with no less than the following: Date and time of check-out/Unit Key use, printed name and signature of person

using the Unit Key, purpose for use, date and time of check-in/return of Unit Key, and name and signature of person returning Unit Key, and acknowledgement of written notice, if applicable. This procedure shall be followed regardless of the use of Unit Key or the person using the Unit Key (management, friend or guest of Owner, vendor).

3. Owners must provide specific permission IN WRITING to Management for any vendor to be allowed use of the Unit Key. Written notice via email is acceptable. Text messages shall not be accepted. Each incident shall require written notice. Such written notice shall not supersede or displace the check-in / check-out procedures above.

4. Owners must provide specific permission IN WRITING to management for management to provide any Lock-Out service for any Owner's tenant or guest. Written notice via email is acceptable. Text messages shall not be accepted. Each incident shall require written notice. Management personnel shall check-out / check-in Unit Key using the procedure outlined above and management must accompany the guest/tenant and open the front entry door and retain the Unit Key. Such service shall be provided only during regular business hours, as timely as possible, but at the convenience of Management. A lock out form shall be completed prior to the service with no less than the following: Date and time of check-out/Unit Key use, printed name and signature of Management personnel using the Unit Key, acknowledgement of written notice, and the name and signature of the tenant or guest.

The cost of such service is \$50.00 for the first service provided to an Owner's guest and \$75.00 for each incident thereafter and \$100.00 per incident for any tenant. The amount owed by Owner and shall be billed to the Owner and due by the first of the month following the service(s) provided.

5. In any case where Management loses a Unit Key or cannot provide a proper paper trail for a Unit Key's acceptance and/or check-out and check-in/return, the Association shall immediately upon discovery of such loss or lack of paper trail, contact, contract and pay for a re-key of the entry lock and three (3) new entry keys, at no cost to Owner.

C. Failure To Provide a Unit Key.

1. Failure to provide a Unit Key shall make the Owner fully liable for any damages which may occur, to both Owner's Unit and/or any other Unit, as a result of the Management's and, by extension, the Association's, inability to access the Unit to mitigate such damage or make temporary or permanent repairs.

2. Neither the Management nor the Association shall accept any responsibility or any liability pursuant to needed or scheduled repairs or maintenance of Owner's Unit by a vendor, regardless of permission, for any Unit without a current and workable Unit Key on file with Management, including any service call fees or rescheduling fees.

3. In case of lock out services which cannot be rendered for any Unit without a current and workable Unit Key on file with Management, the Owner shall be responsible for contacting, contracting and paying a locksmith to gain entry to the Unit, after which a Unit Key shall be provided to Management.

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