

PLAZA SOUTH

VACANT UNIT POLICY AND PROCEDURE

Recent incidents have given rise to the need for Plaza South to institute a policy and procedure for dealing with the death of a last remaining unit owner and an event where an out of residence owner has left an unattended or vacant unit that does not comply with the requirements, policies and procedures established for units within Plaza South.

I. Unattended Units:

Where an otherwise occupied unit has been found to be left vacant and does not comply with the current policies and procedures for maintaining units within the condominium, Plaza South shall have the right (without the obligation or liability) to enter a unit and bring the unit into compliance with the established policies and procedures. The actions that Plaza South may take shall include but not be limited to the following:

- a. Turning the electricity servicing the unit back on in order to provide electricity within the unit and/or to the air conditioning unit servicing the unit.
- b. Setting the thermostat to the air conditioning unit within the unit to 78 degrees Fahrenheit or lower to insure that no mold or mildew permeates the unit.
- c. Inspecting the unit for possible water leaks that are affecting the unit, common areas or abutting units within the condominium.
- d. Inspecting the unit for broken windows or doors and securing the unit including windows and doors in order to maintain the security of the unit and also in order to prevent further damage.
- e. Inspecting the refrigerator to make sure that it is working properly or if turned off or not working properly to remove any contents that may cause insects, mold or mildew to occur.
- f. Having the unit exterminated for bugs and/or insects.
- g. Notifying the unit owner of any of the above situations.

In the event of Plaza South having to take any of the above actions or other reasonable actions not enumerated above, the unit owner shall be ultimately responsible and liable for any utility charges and any expenses incurred by Plaza South in correcting or dealing with the situation. In addition the unit owner shall be liable for any and all damage caused by the occurrence of any situation dealt with by Plaza South.

II. Death of the Last Existing Unit Owner

Where the last existing unit owner of a unit in Plaza South has passed away, the estate of the deceased unit owner must provide Plaza South prior to being able to gain access to the unit with valid and legal proof of the right to possession of the unit by someone duly authorized for the estate. Said proof shall be in the form of certified copies of valid probate court orders of testamentary.

Prior to any such proof from the probate court having jurisdiction over the matter appointing an executor or administrator, Plaza South shall have the rights to enter the unit all as specified above as if the unit were an "Unattended Unit". No one not specifically appointed and approved by the probate court shall be allowed access to the unit.

Plaza South makes no warranties or representations and accepts no liability for the working order, condition or efficiency of the A/C unit, the thermostat and /or the electricity supply to the A/C unit for the Unit, the condition of or the leaking from any plumbing pipes that are considered to be the responsibility of the Unit Owner per the condominium documents, the condition of any windows, window frames or sealing/caulking around said windows within the Unit, the refrigerator and any mold or mildew within the Unit. Under this Policy and Procedure Plaza South shall only be responsible for surveying and monitoring the condition of said Unit and shall not be responsible for or liable for any event, repairs or conditions that may occur that cause any damage to the Unit or result in damages, costs or other expenses.

In the event that Plaza South deems it necessary to provide any repairs or incurs any costs associated with the above matters, the Unit Owner or Estate of the Unit Owner shall reimburse Plaza South for any and all expenses, costs or employee's time spent dealing with the matters stated above. Plaza South's responsibility and/or liability is limited to any damage caused to the Unit as directly caused by Plaza South under this Policy & Procedure.

This Policy and Procedure shall be given to each new owner as part of the interview process. In addition, any absentee unit owner and/or Executor or Administrator of an Estate of a deceased Unit Owner shall be required to release Plaza South from any liability, responsibility or costs involved with any matter involving any event, repair or condition that may occur that results in any damage to said Unit other than as specifically described above. The unit owner hereby waives any right to file a claim against the Plaza South's liability insurance policy hereunder.

Any damage, expense, cost, repair or replacement to the Unit as described above (except as specifically otherwise stated) shall be the responsibility and liability of the Unit Owner. The Unit Owner agrees that any insurance claim regarding such damage, repair and/or replacement shall be made to, against and under the Unit Owner's homeowners' insurance policy and not against Plaza South's liability policy.

The undersigned Unit Owner or legal representative of a Unit Owner agrees and hereby authorizes Plaza South access to their unit as described above and hereby releases Plaza South as stated above.

Date: _____

Unit Owner or Legal Representative