



RESOLUTION 03-26-04
UNOCCUPIED MANOR INSPECTION POLICY

REVISED OCTOBER 2018, RESOLUTION 03-18-145
REVISED JANUARY 2026, RESOLUTION 03-26-04

WHEREAS, unoccupied Manors present a number of concerns to Third Mutual and its residents, including without limitation, potential damage to the Mutual's Common Areas, and those concerns increase the longer the Manor is unoccupied; and

WHEREAS, the fiduciary responsibility of the Board is to protect the Mutual's assets and it is to the benefit of the Mutual and its residents to inspect the condition of Manors which have been unoccupied for a period of six (6) months or more, or which are reasonably believed to pose potential maintenance concerns; and

WHEREAS, based on the advice of the Mutual's legal counsel and consistent with the Mutual's governing documents, the Mutual has the right to access an Owners Manor at any time in the event of an emergency and the right to access and Owner's Manor at a reasonable hour in non-emergency situations for the purpose of inspection;

NOW THEREFORE, BE IT RESOLVED, January 20, 2026, that the Board of Directors hereby adopts the Unoccupied Manor Inspection Policy ("Policy"); and

RESOLVED FURTHER, if a Manor remains unoccupied for longer than six (6) months and every subsequent six (6) month period, a notification (via email or mail) will be sent to the Manor Owner informing them of an upcoming Manor inspection per the Unoccupied Manor Inspection Policy. This notification will provide an overview of the inspection process and will include a copy of the current policy; and

RESOLVED FURTHER, that except in case of an emergency inspection, in which case the Mutual or a representative thereof may enter without prior notice to the Manor Owner, the Mutual must provide a second and final written notice (via email or mail) to the Owner of record of each Manor that is unoccupied or presumed to be unoccupied a minimum of fifteen (15) days' prior to any inspection scheduled to be carried out in a Manor in accordance with this Policy; and

RESOLVED FURTHER, that the Owner is encouraged to be present, but it is not mandatory; and

RESOLVED FURTHER, the Mutual will conduct non-emergency inspections in accordance with said notice of inspection and charge to the Owner any and all administrative costs/fees as set by the Mutual for each such inspection, including the cost of gaining entrance into the Manor, as may be applicable; and

RESOLVED FURTHER, if the Owner of record of an unoccupied Manor objects in writing to the inspection of such Manor or specifically denies entry, the matter may be referred to the Board for member disciplinary action; and

RESOLVED FURTHER, within forty-eight (48) hours prior to the inspection, if the Owner does not provide a key (or digital access) and there is no key on file with the Resident Services Key File Program, the staff (or authorized agent) at their sole discretion can enlist the services of a locksmith. The member is responsible for the cost of these services; and

RESOLVE FURTHER, to offset administrative costs associated with processing and performing unoccupied manor inspections, the Board of Directors of this Corporation hereby adopt the unoccupied manor inspection fees in the amount of \$276 per inspection. The member is responsible for all costs associated with inspection; and

RESOLVE FURTHER, that additional costs may be charged to the member for any required services deemed necessary to complete the inspection such as the services of a locksmith when there is no key on file, and to make any emergency repairs; and

RESOLVED FURTHER, the inspector must identify and note conditions within each inspected Manor in a written report, which shall be provided to the Manor Owner by emailing or mailing the report to the Owner's contact information as provided in the Mutual's records, and facilitate the maintenance or remediation of adverse conditions identified to protect against damage to Mutual property, Common Area damage, or nuisance to neighboring Manors and residents. The owner will have thirty (30) days to cure the adverse conditions. If not remediated within that thirty (30) day period, the Mutual – at their sole discretion – may perform said remediations as a chargeable service; and

RESOLVED FURTHER, that necessary emergency maintenance or repairs (meaning those that are required to prevent imminent damage or injury to persons or property) identified in the inspection will be carried out by the Mutual, (or authorized agent) as a chargeable service in accordance with the Mutual's governing documents; and

RESOLVED FURTHER, that necessary emergency maintenance and repairs that are the responsibility of the Mutual will be carried out at the Mutual's expense; and

RESOLVED FURTHER, that Resolution 03-18-145 adopted October 16, 2018, is hereby superseded in its entirety and no longer in effect; and

RESOLVED FURTHER; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purposes of this Resolution.