

THE WIMBLEDON ASSOCIATION, INC.
POLICY CONCERNING BEDBUGS

This Policy Concerning Bed Bugs was adopted by the Board of Directors ("Board") and made effective this 12 day of January, 2011.

WHEREAS, the Wimbledon Association, Inc. was formed for the purpose of managing the property subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Wimbledon Condominiums ("Declaration");

WHEREAS, the Declaration places certain responsibilities on Owners of Units within the Wimbledon Condominiums community to maintain their Units;

WHEREAS, the presence of bedbugs in the community or Units in the community would constitute significant health risks to residents in the community;

WHEREAS, the Declaration grants the Association the right and authority to enter Units as necessary to carry out its functions and duties;

WHEREAS, the Association has the power to provide for, and further the interests of, the members and residents of the community; and

WHEREAS, the Board desires to educate Owners and residents about bedbugs, and provide procedures for reporting, detecting, inspecting and treatment of bed bugs, as well as allocating the cost of detection, inspections and treatments.

NOW, THEREFORE the Board hereby adopts this policy:

Basic Information About Bedbugs

- Bedbugs travel from place to place in clothing, backpacks, and luggage. Bedbugs are not attracted to humans because of poor hygiene; blood is their source of food.
- People entering resident's Units, especially from other infested Units that have bedbugs, can bring bedbugs with them.
- Bedbugs are active mostly at night and are hard to see. You would typically become aware of them only by receiving a bite.
- Bedbugs burrow into bed joints and corners, bedding, furniture (especially wood), and baseboards. They are killed by heat, so regular washing of bedding and clothes in very hot water and/or drying at high heat is important.

What Residents Can Do

- Protect yourself with frequent laundering of bedding, and vacuuming.
- Do not bring second hand mattresses, headboards (especially wood), sofas, etc., into your Unit.
- Do not attempt to eradicate bedbugs yourself. Common household bug sprays will only make the problem worse because the bedbugs will burrow deeper into their hiding spots.

Reporting, Detecting, and Treating the Problem

1. Unit Owners and residents are responsible for preventing and reporting the presence of bedbugs in their Units.
2. The presence of bedbugs in the community, or suspicion of the presence of bedbugs in the community (whether in a resident's own Unit or another resident's Unit), should be reported immediately to the Board.
3. The Board will be responsible for verifying the presence of bedbugs in the suspected locations. The Board shall have the right, along with other authorized agents of the Association, to enter the Units where the presence of bedbugs is known or suspected. The Board or the agents shall be entitled to use such means of inspection and detection as are customary in the industry, including bedbug sniffing dogs.
4. Entry shall be during regular business hours and following twenty-four hour advance notice to the affected residents, except that entry may be made at any time and without notice in the event of an emergency. The Board shall attempt to provide notice in writing mailed by regular mail to the resident, if time permits, or by other methods (e.g., posting notice on the Unit's front door, e-mail or telephone if such contact information is available for the resident), however entry shall not be restricted if the Board is unable to make personal contact with the affected residents.
5. If the presence of bedbugs is detected, the Board shall determine a plan for treatment and extermination of the bedbugs in all of the affected Units. The plan for treatment and extermination shall be communicated to the Unit Owners (and Unit residents if different than the Owners) in the most expeditious manner possible.
6. Affected Unit Owners and residents, at their expense, will be responsible for implementing the treatment and extermination plan as specified by the Board, including within the time specified by the Board. Upon completion of the treatment and extermination, the affected Unit Owners and residents shall provide written notification to the Board of such completion. Written notification shall include invoices of the party providing the treatment and extermination.
7. If the affected Unit Owners and residents fail to complete the treatment and extermination within the time specified by the Board, the Board may implement the treatment and extermination plan, at the affected Unit Owner's expense, through contractors selected by the Board.
8. Unit Owners and residents shall cooperate with the Board and authorized agents of the Association to implement and facilitate the treatment and extermination plan, including, providing access to their Units, re-locating to another residence during the treatment, or removing or destroying personal property, furnishings or clothing. Contaminated items shall be discarded in accordance with instructions provided by the Board and other authorized agents.
9. Owners of the affected Units will be required to pay the cost and expenses incurred to detect, inspect, treat and exterminate, as follows:
 - a. If one or more Units are reasonably determined to be the source of bedbug infestation, the cost and expense of detection and inspection will be assessed against the Owners of the Units determined to be the source, equally.
 - b. Owners will bear the cost and expense of treating and exterminating their own Units. If Owners fail to perform treatment and extermination as required by this policy, the cost

and expense of treatment and extermination of the bedbugs incurred by the Association will be assessed against the Owner's Unit.

- c. If the Common Elements are reasonably determined to be the source of bedbug infestation, the cost and expense of detection, inspection, treatment and extermination will be a Common Expense.
- d. The cost and expense of inspection where no bedbug infestation is found will be a Common Expense.
- e. Assessments made as provided herein will be treated as an Assessment provided for in the Declaration, and the Association shall have all rights and remedies to collect the same as provided for in the Declaration.

10. Owners and residents are responsible for the cost and expense of replacing their personal property, furnishings or clothing.

11. Neither the Association, nor its members, directors, officers, management company, agents or employees (collectively the "Protected Parties") shall have any liability for their actions undertaken under this policy, except for gross negligence or intentional misconduct. The Protected Parties shall be entitled to reimbursement and indemnification from the affected Owner for any claim, loss, liability or damage arising out of their actions undertaken under this policy, except for gross negligence or intentional misconduct, including any attorneys' fees and costs incurred to defend against the same.

12. The Association may adopt specific procedures from time to time as necessary to implement this policy, including without limitation, requiring inspections of Units on periodic basis or between changes in occupants. Such specific procedures may include, without limitation, assigning certain actions and responsibilities to the Association's management company. If such assignment occurs, the management company shall have all rights of the Board provided herein.

Dated this 2 day of January, 2011.

The Wimbledon Association, Inc.

By: Daniel & Roxanne
President

ATTEST:


Secretary