

**STILLWATER CONDOMINIUM
ASSOCIATION, INC.**

**RULES,
REGULATIONS
&
ENFORCEMENT PROCEDURES**

Updated August, 2020

The Board of Directors and Management would like to welcome you to STILLWATER CONDOMINIUM ASSOCIATION, INC. We are pleased that you have chosen to reside at STILLWATER CONDOMINIUM ASSOCIATION, INC. and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules governing the day-to day use of the property have been adopted by the Board of Directors as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Bylaws, and these Rules. At times, these documents or actions taken by the board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners at STILLWATER CONDOMINIUM ASSOCIATION, INC. pay a monthly assessment to cover the expense of major functions that are performed for the benefit of all Owners and Residents. The fee includes such things as lawn care, landscaping, snow removal, exterior building maintenance and professional management services. Whenever work is done by volunteers, the Association saves money. Although we pay a manager to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Owners. STILLWATER CONDOMINIUM ASSOCIATION, INC. thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

If you have questions, concerns or want to volunteer to help in some way, please contact our property manager, Ms. Sara Moker, at Elite Properties, Inc.

1. Signs and Banners. No signs, banners or flags (excluding the U.S. Flag – see Rule 15 below) plaques, or attachments of any kind shall be erected within or on the common elements, including political signs (which may be displayed in residence window only as set forth in the Bylaws) or Limited Common Elements without the written consent of the Board of Directors. This restriction also applies to “For Sale” signs placed in vehicles parked on any Condominium roads or driveways. Real Estate signs are limited to a single sign on the front lawn of the property. An informational box for flyers may be attached to the pole. No banners or flags in addition to the “For Sale” sign are allowed. An “Open House” sign, smaller in size than the “For Sale” sign may be placed next to the “For Sale” sign during the hours of the open house. Any directional or open house signs must be smaller than the “For Sale” sign, and may only be displayed during the open house. Open house signs at the entrance should only be placed in the right of way of Hwy. 164. “For Sale” signs must be removed within 5 days of the date of the closing on the sale of the property.
2. Vehicles shall be parked only in garages or driveways serving the unit. No vehicles may be parked on the streets overnight without prior Board approval. No commercial vehicles, equipment, trailers (including camper and boat), RVs, or inoperable vehicles may be parked outside the garage. Boats, campers, trailers and RVs maybe parked in the driveway

only for loading or unloading, and may not be parked overnight. Any damage resulting from the boat, camper, trailer or RV being on the driveway or street is the responsibility of the owner. No car repairs are allowed outside of the garage.

3. Permitted animals are those set forth in the Bylaws. No livestock or other animal may be kept on the property. No breeding or commercial activity involving animals is permitted. Animal owners shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their animals. All animals outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal. Animals shall not be left unattended outside of a Unit. No dog runs or outside fencing are allowed.
4. Limited Common Elements must be maintained in clean and proper condition. Residents are responsible for watering the lawns, trees and plantings adjacent to their unit, and the removal of snow up to 1" in depth. Any costs of replacement, repair or liability are the responsibility of the resident if a result of resident neglect. Nothing can be stored outside the unit that is considered unclean, untidy or unsightly. Common barbeque or patio furniture, if maintained, is allowed. Barbeque grills are not permitted in the mulch area and must not be visible from the street when not in use. Grill covers must blend with the surroundings. Nothing is permitted in the lawn area, driveways (with the exception of a reasonable number of flower pots) on the sidewalks or allowed to be attached to the front pole lights.
5. Residents may conduct business activity within their Unit so long as the activity (a) is not detectable by sight, sound, or smell from outside the unit, (b) conforms with zoning, (c) does not create any safety threat, and (d) does not disrupt other unit owners as may be determined at the sole discretion of the Board of Directors.
6. Low voltage lighting is permitted if placed in existing flower/mulch beds, along the sidewalk. Holiday lighting and decorations are permitted beginning November 21 and must be removed by January 30. No decorative items, such as snowmen, pumpkins, etc. may be placed over the outside lighting fixtures at any time. Any damage resulting from the installation of the lighting or decorations will be the responsibility of the resident.
7. No garbage cans, tanks, pools, basketball hoops, play equipment/toys may be left outside, and no other recreational equipment may be installed on the Common Elements or the Limited Common Elements.
8. No in ground sprinkler or irrigation systems may be installed without prior Board of Directors approval.
9. Drainage swales and ditches cannot be modified. All landscaping maintenance and/or alterations are at the direction of the Board of Directors.
10. No window air conditioning units are permitted.
11. Ponds are not to be used for swimming, fishing, boating, ice-skating or any other use. It is the sole responsibility of the responsible adult, relative or otherwise to keep children away from the water. By purchasing a unit, buyer indemnifies and holds harmless the Stillwater

Condominium Association, Declarant and all other third parties with respect to any damage or injury incurred resulting from the ponds and creeks on the property.

12. No exterior alterations, additions or modifications (including painting) of the Common Elements or Limited Common Elements is allowed except as approved by the Board of Directors.
13. No noise, including that of pets, music or tools, shall disturb other residents.
14. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:
 - (a) Owners must notify the Board in advance of installing a satellite dish or antenna.
 - (b) No satellite dishes or antennas may be placed in the common area. Satellite dishes shall be placed in the back of the unit, on the patio/deck area.
 - (c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - (d) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the back or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).
 - (e) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.
15. Vines, trellises, and any other items that attach to the building are not permitted. Likewise, rocks, statues, birdbaths etc. may not be placed in the Common Elements or Limited Common Elements where their placement interferes with landscape maintenance. A well maintained U.S. Flag with a pole not exceeding 72 inches in length, and the flag no larger than 36 inches by 60 inches may be attached to the garage door framing. Patio awnings either manual or motorized are subject to Board of Directors approval, which must be obtained in writing before such awnings may be installed. Hanging baskets may only be attached to the fascia board, soffit (into rafter) or under the deck apron. Any damage resulting from the installation of an unauthorized or authorized item will be the responsibility of the resident.
16. Placement of Sheppard's crooks, small figurines, bird baths and yard decorations in muted colors are allowed with the following restrictions:

- (a) Sheppard's crooks may not extend more than 84 inches above the ground and may hold not more than four (4) items such as hanging baskets or bird feeders.
- (b) Small figurines, bird baths and yard decorations may be placed in the mulched area only, and not be offensive to neighboring residents.
- (c) Flower pots placed on either side of the driveway and/or on the front porch must not create an unsafe situation (interfere with access to the walk or porch). Any flower pots on the drive or walk must be removed before winter or the first snow, whichever occurs first.

17. Solar Panel Installation Policy.

- (a) The Association allows the installation of Solar Panels or Solar Collectors ("Panels") subject to the reasonable direction and discretion of the Board. **Prior** to the installation of any Panel, the written consent of the Board must be obtained.
- (b) Panels shall not be installed on patio or deck railings and the Association may determine the specific location on the roof where the Panels may be installed within an orientation to the south or within 45 degrees east or west of due south;
- (c) Owner of the unit seeking the installation of the Panels shall:
 - (i) Obtain lien waivers before making payments on any installation;
 - (ii) Maintain and repair all solar panels installed; and
 - (iii) Indemnify, defend and hold the Association harmless for any damages, including reasonable attorney fees and costs of litigation, caused by the installation, maintenance, repair or removal of the Panels.
- (d) Should Owner fail to maintain or repair the Panels, after 30 days' notice, then the Association may maintain, repair or remove the Panels at Association's option and assess the cost thereof to the Owner.
- (e) If the Panels are causing damage or will cause damage to the Association or another Unit, then only limited notice is required, which depending on the circumstances, could be no notice.

18. Camera/Video Doorbell Installation and Use Policy.

- (a) The Association in general allows the installation of camera door bells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the **prior** written consent of the Board. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.

- (b) Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.
- (c) Purpose. The purpose of this policy is to regulate the use of surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.
- (d) Rules. The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the following:
 - (i) The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations.
 - (ii) Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request;
 - (iii) All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days;
 - (iv) If an incident occurs that is substantiated with surveillance camera data and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera.

19. Social Media Use Policy.

- (a) The Association has adopted this policy to provide guidance to our manager, residents and owners on the use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.
- (b) PROCEDURES. The following principles apply to professional use of social media on behalf of Association as well as personal use of social media when referencing Association. Managers, directors, officers and employees need to know and adhere to the following:
 - (i) The Association maintains the right to observe content and information made available on social media;
 - (ii) Directors, officers, managers and employees shall not post any material that is inappropriate or harmful to the Association, its members, residents or employees;
 - (iii) Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are

defamatory, pornographic, proprietary, harassing, libelous, confidential or that can create a hostile work environment.

- (iv) If any director, officer, employee or manager encounters a situation while using social media that threatens to become antagonistic, they should disengage from the dialogue in a polite manner and seek the advice of the Board, the manager or the association attorney as appropriate.
- (v) Subject to applicable law, after - hours online activity that violates this policy or any other Association policy may subject the director, officer, manager or employee to disciplinary action or termination.
- (vi) Directors, officers, managers and employees shall keep Association related social media accounts separate from personal accounts.

20. Communication, Harassing Behaviors.

- (a) Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at the property manager, its agents, its employees, or vendors.
- (b) Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors; the Board, or other Stillwater residents.
- (c) Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.
- (d) If a question has been asked and answered and is still being asked, that will be construed as excessive.
- (e) If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.
- (f) In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

21. Electric Vehicles. If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common electric outlets. Electric vehicles may only be charged at an outlet tied to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle.

22. Drones. Drones are strictly prohibited in the Common Areas of the condominium property, unless prior approval has been sought and obtained by the Board of Directors.

23. Conflict of Interest Policy.

- (a) Purpose of Policy. The purpose of this Conflict of Interest Policy is to avoid any conflict of interest that would improperly and adversely impact the actions of the Association Board of Directors, its President or other Covered Persons (as defined below) and to avoid any appearance of conflict of interest.

Conflicts of interest occur when multiple loyalties may pull a person who is in a position to influence a decision toward opposite courses of action; for example, if a Board Member were to vote on a decision that may result in personal or professional gain for the Board Member, their business, their spouse, or a family member. This Conflict of Interest Policy is intended to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might affect the private financial or other interest of a "Covered Person" as defined below. No policy can cover every possible situation, but the objective of this Policy is to provide guidance that will enable the Board of Directors to identify potential conflict situations and address them so that the Board's decision-making process is not compromised. The Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

- (b) Scope or Covered Persons. The Association's conflict of interest policy shall apply to the following persons ("Covered Persons"): Members of the Board of Directors and officers as defined below. In addition, the members of the Board of Directors and the Board President, in their discretion, may elect to extend the principles and procedures set forth in this Policy to additional Association employees and agents when they reasonably deem such extension to be in the best interest of the Association.

(c) Definitions.

- (i) Conflict of Interest. Generally, a conflict of interest may occur if an interest or activity influences or appears to influence the ability of a covered person to exercise objectivity or impairs a covered person's ability to perform his or her responsibilities in the best interests of the association.

- (ii) Covered Person. Without limitation, a covered person is considered to have a potential conflict of interest when: (a) a covered person or any family member or any controlled entity may receive a financial or other significant benefit as a result of the individual's position on the board of directors; and/or (b) a covered person has the opportunity to influence the association's business, administrative or other material decisions in a manner that leads to personal gain or advantage for the covered person or any family member or for any controlled entity; or (c) a covered person has

an existing or potential financial or other significant interest that impairs or might appear to impair the individual's independence in the discharge of his or her duties to the association.

- (iii) Controlled Entity. A "controlled entity" is one in which a covered person serves as officer, board member, key employee or greater than 35% owner, when the interest of the covered person and family members are taken into account.
 - (iv) Family Member. A "family member" includes all of the following for a covered person: spouse, domestic partner, ancestors, child (whether natural or adopted), brother or sister (whether whole or half-blood), grandchildren, great-grandchildren and spouses of brothers, sisters, children, grandchildren and great-grandchildren.
 - (v) Officer. An "officer" is a person appointed to manage the association's daily operations, including the board president, vice president(s), treasurer and secretary.
- (d) Procedures.
- (i) Duty to Disclose. In connection with any actual or possible conflict of interest, any covered person must disclose the existence of their financial or other interest that gives rise to a potential conflict of interest. This includes disclosing all material facts to the board of directors, officers, president or other persons with delegated powers considering the proposed transaction or arrangement before any vote or action is taken. On a matter where there is a potential conflict or perception of conflict, covered persons shall err on the side of disclosure, rather than risk an inappropriate failure to disclose.
 - (ii) Determining Whether a Conflict of Interest Exists. After disclosure of the interest and all material facts, and after any discussion with the covered person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
 - (iii) Procedures for Addressing the Conflict of Interest:
 - If the Board, committee or the President has reasonable cause to believe a Covered Person has failed to disclose actual or possible conflicts of interest, it shall inform such Covered Person of the basis for such belief and afford the Covered Person an opportunity to explain the alleged failure to disclose.
 - If, after hearing the Covered Person's response and after making further investigation as warranted by the circumstances, the Board, committee or President determines the Covered Person has failed to

disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(e) Special Situations.

- Confidential Information. Confidential Information learned by Covered Persons in the course of their service of the Association shall be held in confidence and not disclosed to others nor used for personal gain without the prior consent of the Association.
- Gifts. As a general rule, Covered Persons may not receive or offer any gift or anything else of significant value for the purpose of influencing the actions of the Association or the Covered Person. Gifts received from vendors, suppliers, consultants and grantees as part of normal business practice must be declined or given to the Association. This guideline is not intended to prohibit normal business practices such as meeting over meals, corporate items given at conferences or token hosting gifts, so long as they are of nominal and reasonable value and promote the Association's legitimate interests. Any questions regarding special situations should be referred to the Association's President.

24. Collection Policy.

- (a) The regular monthly assessments are due on the first day of each month.
- (b) Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
- (c) Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
- (d) All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
- (e) The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
- (f) In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g., insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
- (g) No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed

to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

- (h) A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month until paid.
 - (i) The basic collection system of the Board shall be as follows:
 - (ii) At 15 days past due, a board member or the property manager may call the delinquent owner;
 - (iii) At 30 days past due, a past due notice may be sent;
 - (iv) At 45 days past due, a second past due notice may be sent; and
 - (v) At 60 days past due, the matter may be referred to the attorney for collection.
- (i) An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
- (j) Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

25. Rules Enforcement and Grievance Procedure.

- (a) Enforcement. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
 - (i) **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

- (ii) **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- (iii) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- (iv) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00)** shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - (1) The violation is in direct defiance of a previous mandate from the Board of Directors.
 - (2) The violation was malicious in its intent.
 - (3) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - (4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (*i.e., if alterations are made that cannot be restored to their original state*).
- (b) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- (c) Attorney Fees.
 - (i) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - (ii) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

- (d) Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

(e) **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

- (i) The Grievance Committee shall consist of two (2) Board members and three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- (ii) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
- (iii) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- (iv) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- (v) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - (1) A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 - d. The hearing shall be divided into two (2) sections:
 - i. The hearing.
 - ii. The determination and decision.

- iii. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
- iv. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
- v. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
- vi. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
- vii. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- viii. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
 - 1) The award was procured by corruption, fraud or undue means;
 - 2) There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - 3) The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

- 4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

26. Anti-Discrimination Anti-Harassment Policy.

The Association is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

- (a) For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

- (b) For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.
- This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.
- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.
- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

Item	Association				Homeowner		
	Maint.	Repair	Replace		Maint.	Repair	Replace
Air conditioner, venting and components					X	X	X
Added modifications to unit					X	X	X
Bathtub					X	X	X
Bathroom Vent, venting and components					X	X	X
Cabinets, all rooms					X	X	X
Ceiling fans					X	X	X
Chimneys (structure)	X	X	X				
Chimney Cleaning					X	X	X
Critters & pests					X	X	
Deck boards					X	X	X
Deck Railings	X	X	X				
Deck Posts/Footings	X	X	X				
Dishwasher					X	X	X
Doorbell					X	X	X
Driveway (Note 1)	X	X	X				
Dryer, venting and components					X	X	X
Drywall cracks					X	X	
Main Electrical line into the unit	X	X	X				
Electrical wiring servicing unit					X	X	X
Fireplace					X	X	X
Floor coverings					X	X	X
Front door					X	X	X
Front door interior staining					X	X	
Furnance, venting and componets					X	X	X
Garage door (Note 3)					X	X	X
Garage door opener					X	X	X
Garage door weather stripping					X	X	X
Garbage disposal					X	X	X
Gutter & downspouts (Note 5)	X	X	X				
Irrigation system					X	X	X
Lawn (Note 2)	X	X	X				
Light fixture, front door					X	X	X
Light bulb, front door							X
Light fixture, garage	X	X	X				
Light bulb, o/s garage							X
Light fixture, patio/deck					X	X	X
Light bulb, patio/deck							X
Light fixture, post & bulb	X	X	X				
Light fixture electrical wiring					X	X	X
Mailbox	X	X	X				
Microwave					X	X	X
Painting, interior					X	X	X
Painting, exterior	X	X	X				
Patio/deck doors					X	X	X
Patios (Note 3)		X	X		X		
Plugged drains					X	X	
Main Plumbing to building	X	X	X				
Plumbing servicing unit					X	X	X
Refrigerator					X	X	X
Roof	X	X	X				

Item	Association				Homeowner		
	Maint.	Repair	Replace		Maint.	Repair	Replace
Satelite dish					X	X	X
Screens for window and doors					X	X	X
Shower					X	X	X
Shrubs and trees (Note 4)	X	X	X				
Sidewalks & stoop (Note 4)	X	X	X				
Siding (Note 4)	X	X	X				
Sinks					X	X	X
Smoke detectors					X	X	X
Snow removal	X	X					
Storm door front entrance (Note 3)					X	X	X
Storm door garage entrance					X	X	X
Street maintenance	X	X	X				
Toilets					X	X	X
Thermostats					X	X	X
Vent Cleaning (Exterior/Interior)					X	X	X
Washer					X	X	X
Water heater					X	X	X
Water Spigots					X	X	X
Watering, lawn, shrubs, trees					X	X	
Window glass					X	X	X
Window/Frame replacement					X	X	X
Windows, interior staining					X	X	

Note 1 Any damage from RV's, trailers or trucks, ect. are homeowner responsibility.

Note 2 Damage or replacement caused by lack of watering and/or over watering is homeowner responsibility.

Note 3 Board approval is need before a change or replacement is made.

Note 4 Damage or replacement resulting from neglect is homeowner responsibility.

Note 5 Proper requests required. See policy.

Please note that any Repairs and/or Replacements will not be done due to beautification or preference.

Repair and Replacement to these items will only be done if unable to operate