

The Grove Condominiums
Rules and Regulations

Adopted January 1, 2014
Revised October 15, 2024

As joint owners in the common elements of the Grove Condominiums, unit owners and by extension, their families, tenants and guests, share the responsibility of making the community a pleasant place to live for all of us. This enhances our quality of life, while protecting the considerable financial investment which our units represent.

It is the policy of the Board of Directors to establish the minimum number of rules and regulation for the Grove Condominiums. However, condominium living does require certain rules in order for each of the residents to enjoy the maximum benefits of his home without interfering with the rights of other residents to fully enjoy their homes.

The Declaration and By-Laws provide that the Board of Directors may adopt such reasonable rules and regulations, as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the owners and occupants of the buildings.

Experience has shown that cooperation and compliance with the rules and regulations of condominium living are necessary. Even minor infractions could cause internal "condominium family" disputes.

These Rules and Regulations have been approved by the Board of Directors. The information contained herein is for the benefit of unit owners, residents and management to ensure better understanding and cooperation of all concerned. All violations that the Board of Directors votes to assess carries a minimum fine of \$25.00. Repeated violations of these rules and regulations will result in appropriate legal action being taken by the Board.

RESIDENTS HAVE THE RESPONSIBILITY TO ABIDE BY THE FOLLOWING RULES AND TO REPORT VIOLATIONS TO THE BOARD. THE BOARD HAS THE AUTHORITY TO REQUIRE CORRECTIVE ACTION BY THE VIOLATOR OR BY LICENSED CONTRACTORS. CHARGES AND/OR FINES WILL BE ASSESSED AGAINST THE VIOLATOR.

Section A — General

1. Unit owners are responsible for all tenants, guests and invitees complying with the Association's Declaration, By-Laws, and these Rules and Regulations. Any violations by tenants, guests or invitees will be assessed to the unit owner.
2. Power tools shall not be used between 9:00 p.m. and 8:00 a.m. of the following day.
3. Unit owners, residents or guests shall not, at any time, bring into or keep in their units any flammable, combustible or explosive fluids, materials, chemicals or substances.
4. A minimum temperature of 55 degrees Fahrenheit will be maintained in all units during the cold weather months between November 1st and May 1st to prevent

potential damage to common plumbing through freezing of pipes. Any damage will be repaired by the Association and paid by owner.

5. Lamp Post Maintenance: As defined within The Grove Declaration, page 7; The Unit includes any exterior lighting powered from within the unit, together with all electrical wiring, conduit and base support system.
6. Garage Doors should remain closed for safety reasons.
7. All Association fees are due on the 1st day of each quarter and are subject to the Association's collection policy in Section R below. Checks for association fees should be payable and mailed to:

The Grove
Elite Properties Inc.
700 Larry Court
Waukesha, WI 53186

8. Any member of the association whose actions require the Association to engage legal counsel for enforcement of the governing documents, the Rules and Regulations, or the municipal laws will be responsible for all legal fees associated with such enforcement.

Any infraction of the above may incur a fine to be determined by the Board, consistent with Section Q below.

Section B — Estate Sale

1. Requests must be given to the Board of Directors for approval of an Estate Sale. All information must be given to the Board of Directors (time/dates) for approval. Sales can only be conducted between the hours of 9:00 am and 4:00 pm.
2. Permission to hold an Estate Sale will be granted only upon the death of an owner or the sale of Unit.
3. The sale must be held entirely within the unit.
4. Signs will only be permitted in the yard of the unit, immediately before and during the sale.
5. All sales will be limited to two (2) days.

Section C — Common Areas

1. Storage on the common area is not permitted, i.e., bikes, auto parts, appliances, gardening tools, garbage cans or bags, etc. (except table/chairs, grills complying with the fire codes on lower porch, or garden hoses stored neatly by the building spigot).
2. Dog houses or cages are not permitted.
3. Storage sheds are not permitted (excluding Association owned).
4. Permanent structures (clotheslines, posts, hammocks, etc.) are not allowed.
5. Kiddy pools, lawn furniture, portable fire pits, etc. must be removed from the common area nightly-no exception. Damage to the lawn area by the use of a pool, furniture, etc. is the homeowner's responsibility to repair. Pools are to be no deeper than eight (8) inches and no larger than four (4) foot diameter. If pool becomes a

- nuisance to other residents, the Association may ask that the pool be replaced with a smaller one or be removed.
6. Permanent swing sets and slides are not allowed on the common area at any time. Personal belongings must be removed from the common area prior to sundown each night. Storage shall be contained inside the unit or garage.
 7. Any damage caused to lawn, shrubs, etc. by the owner, tenant, children, animals or guests must be repaired by the homeowner within ten (10) days of notice by the Association. Failure to repair the area within ten (10) days will result in the Association's contractor completing the repair and all costs and expenses will be charged back to the unit owner's account. The Board must be contacted for approval of any and all repairs due to damage by residents and their guests.
 8. Common areas belong to all owners equally. No alteration of any kind is permitted without a completed alteration form and prior Board approval. This includes ALL exterior common area (brick, siding, roof, etc.) (**See Section D — Architectural Control**).
 9. Signs, posters and other notices may not be attached to the exterior of the building and/or on the common area. Any damage that may be caused as a result of signage shall be the responsibility of the owner. Signs that support or oppose a candidate for public office or referendum question may be displayed to public view from the inside of a Unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.
 10. Advertising signs for business or commercial activities are prohibited everywhere on the property.
 11. No persons other than contractors are allowed on the roofs of the buildings.

Any infraction of the above may incur a fine to be determined by the Board, consistent with Section Q below.

Section D — Architectural Control (forms attached)

1. No exterior additions or alterations, including painting or decorating to the building, porch, patios, decks, awnings, additional fences, or changes in existing fences, hedges, landscaping, walls, walkways and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height., etc. are submitted and approved by the Board of Directors. Board Directors will either approve, deny, suggest an alternative and/or revised approach.

Section E — Boats:

1. Usage of boats in the pond is prohibited unless owned by the Association and/or given permission by the Board of Directors to conduct maintenance.

Section F — Fire Safety

Patios/Exit Doors:

Means of exit shall be continuously maintained free of all obstructions or impediments to allow full instant use in the case of fire or another emergency. No furnishings, decorations,

or other objects shall obstruct exits, access thereto, egress/exit there from, or visibility thereof.

Propane Grills/Charcoal Grills:

Grills are not to be used in the garage.

Conditions that could cause a fire to spread to within 25 feet of a structure shall be eliminated prior to ignition.

The use of fire pits, chimineas, torches and other similar forms of recreational fires is not permitted on the common areas of The Grove.

No person may deposit hot ashes or cinder, smoldering coals, or greasy or oily substances liable to spontaneous ignition into any combustible receptacle or place these materials within 15 feet of any combustible materials. A metal container with a tight-fitting metal lid shall be used and shall not be stored in the garage or any part of the building.

Natural Gas Grills:

Permit must be obtained by City of Brookfield and plans must be presented to Board of Directors for approval.

Other:

Grill use shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to the water supply or other fire extinguishing equipment readily available for use.

All non-compliance use and/or storage of grills/cylinders shall receive a written warning. The Board has the right to ensure compliance and a fine will be assessed if non-compliance is not corrected.

Patio/Tiki Torches — Not permitted.

Any infraction of the above may incur a fine to be determined by the Board, consistent with Section Q below.

Section G — Antennas/Satellite Dishes (Form Attached)

1. 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:

Owners must notify the Board in advance of installing a satellite dish or antenna.

No satellite dishes or antennas may be placed in the common area, except on a pole no higher than four(4) feet high placed behind the unit within the existing mulch area. Dishes installed on these poles must use the existing co-axial cable that exists as means of distributing the signal to the unit

In the event that adequate reception quality cannot be achieved by installation on a pole as stated above, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

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 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.).

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.

Any infraction of the above may incur a fine to be determined by the Board, consistent with Section Q below.

Section H — Animals

1. No animal, except a permitted animal (as herein defined) shall be allowed within or about the premises.
2. A permitted animal is defined as a single caged bird, common small tank fish, a single small domestic dog, or cat.
3. All animals that are required to be licensed by the City of Brookfield must have a current license and the animal must be registered to the owner of the condo unit. All Animals must also be registered with the "Grove Condominiums." And accompanied with a copy of the "City of Brookfield Animal License." All Animals must be registered with the Association within 30 days of residence. For a registration form, contact Elite Properties, Inc.
4. No animal shall exceed sixteen inches (16") in height measured from the ground to the shoulder of such animal and weigh no more than forty (40) lbs. Any unit that has a animal that does not currently comply as of the enactment of this document with size and weight restrictions has 30 days to remove such animal from the unit. Any future non-compliance will require that the animal be removed immediately. A penalty fee of \$25.00 may be assessed to a unit for each day of non-compliance.
5. No animals shall be allowed to roam at large within the common elements of the Association. An animal is considered to be running at large if it is not under the immediate control of the owner or some other person responsible for the animal. Animals shall at all times be within the immediate control of a person when outside of a unit. The Association reserves the right to restrain and capture any animal deemed to be running at large and delivered to the pound along with a penalty fee of \$100.00 to a unit for each occurrence.
6. All solid waste shall be picked up immediately by the person attending the animal and disposed of in a manner acceptable by the Association.
7. Any animals that excessively bark, yelp or howl as to annoy or disturb any neighbor will not be tolerated. Any animals that are not controlled must be removed from the Association premises (refer to the City of Brookfield ordinances). If the disturbance continues, the responsible unit may be assessed a penalty fee of \$25.00 for each day of non-compliance.
8. No animals are to be tied or staked outside of a unit without an attending person outside the unit monitoring the animal. No animal is to be tied or staked as to interfere or harm in any way the condo unit or any landscaping.
9. No Exotic Animals allowed.

10. Any non-conforming animals per these Rules must be removed from The Grove within 30 days' notice of the same by the Board.

Any infraction of the above may incur a fine as stated above, or to be determined by the Board consistent with Section Q below.

Section I — Seasonal Decorations

1. Seasonal decorations such as holiday lights, garlands, wreaths, pumpkins, etc are allowed in areas reasonably close to an owner's unit as long as temporary, non-invasive means of attachment are used.
2. However it is prohibited to secure any of the items referenced in (1) above with nails, tacks, screws, etc.
3. No inflatable decor is permitted on common and/or limited common area.
4. Holiday tree removal shall be handled strictly by the occupants of the unit.
5. Holiday decorations must be taken down within 45 days of the holiday.
6. Flag brackets to display American flags may only be attached to the wood on the trim piece of the garage door, as viewed outside the garage, by the outside light.

Any infraction of the above may incur a fine to be determined by the Board consistent with Section Q below.

Section J — Garbage

1. All garbage must be placed in sealed plastic bags and placed inside garbage cans for collection and placed outside no earlier than 24 hours before the scheduled garbage pickup.
2. Residents only are allowed to use the garbage pickup service. Absent owners are not allowed to bring items into the complex for disposal.
3. Any litter remaining on the ground after garbage pickup should be removed by the residents.
4. Large items such as sofas, love seats, dressers, refrigerators, stoves, washing machines, dryers, and hot water heaters shall not be placed outside of the building for garbage collection. If you wish to have items such as these disposed of, you must contact City of Brookfield for arrangements. There will be an additional cost of these pickups to unit owners.
5. Doors must be removed from refrigerators and stoves for the safety of others.

Any infraction of the above may incur a fine to be determined by the Board consistent with Section Q below.

Section K — Parking and Vehicles

1. Parking spaces are provided for each unit in your garage and driveway. Any vehicle(s) parked in the driveway (that are not the owner's vehicles) for an extended period of time (more than 3 days) must inform the Board.
2. Parking in front of fire hydrants is expressly prohibited.
3. Vehicles shall not be parked, maintained or stored so as to obstruct passage of other vehicles or emergency vehicles.

4. Any vehicle parked in a fire lane, no parking area, or parked grass areas shall be towed and/or fined by the Association, without notice to the unit owner, at the unit owner's expense.
5. All vehicles parked in the Association community must be fully operational and currently licensed by local and state governments.
6. Vehicles that are permitted on the property include passenger cars, light trucks up to "B" plate, and properly licensed street motorcycles. Motor homes, campers, trailers, boats, recreational vehicles, off road motorcycles, snowmobiles, and non-operational vehicles are not permitted to be stored on the common property (including driveways). All small non-operational vehicles (off-road motorcycles, snowmobiles, boats, go-carts) must be stored in the owner's garage and are not allowed to be driven on the private roadways.
7. Minor automobile repairs to resident-owned vehicle shall be limited to those which may be completed inside owner's garage. No hand or power tools shall be used between 9:00 p.m. and 8:00 a.m. No body work or engine repair/replacements.
8. Any damage to the common and/or limited common area caused by vehicles, fluids, oil, etc will be the responsibility of the homeowner to repair. No oil, fluids, etc. shall be washed down any common drain.
9. Motorcycles are not permitted to be parked on sidewalks or grassy areas. They must be parked in unit's garage/driveway.
10. All cars must be removed from driveways after all 2-inch snowfalls to accommodate snow plowing. Any snow that is left behind when a vehicle remains parked in the owner's driveway shall be removed by the owner/tenant in a prompt and reasonable manner. If the snow plowing company has to come back to plow because of a vehicle in a driveway or guest area, it will be considered a habitual offense after the second instance and the unit owner will be charged.
11. 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. Electric vehicle charging stations must be inside the Owner/Occupant's garage.

Any infraction of the above may incur a fine to be determined by the Board consistent with Section Q below.

Section L — Towing

1. Vehicles may be fined and/or towed, without notice to the owner, for the following violations:
 - a. Parked in another resident's driveway without their written permission.
 - b. Parked behind other vehicles or obstructing the use of other vehicles.
 - c. Parked in front of fire hydrants, mailboxes or on grass.
 - d. Parked on Association property while not currently licensed or operable, i.e., expired sticker on plate, no plate, or no "applied for" sticker on back window.
 - e. Parked on the street area for the extended period of time more than 3 days).
 - f. Any vehicles parked on the street for an extended period of time (more than 3 days) must inform the Board.

The towing company will be called, and the car will be towed without notice to the owner. All charges must be paid by the owner prior to the towing company releasing the vehicle.

Section M — Landscaping (Form Attached)

1. Additions or removal of trees and/or shrubbery must have Board approval prior to being completed (form attached). Maintenance of all grass, shrubbery and trees shall be done by the Association's landscaper. Residents are not allowed to add or remove any plants, trees, rocks, etc. from the grounds and pond areas.
2. Minor flower planting, in current bed areas, shall be left to the owner's discretion as long as no sod or other plant material is being removed to allow this installation. Flowers/plants must be removed or trimmed down by October 30th.
3. Clinging vines may not adhere to the building, or any parts of the Limited Common Areas.
4. All seasonal plantings must be removed from the property no later than October 30th.
5. All exterior solar lighting must be placed within the mulch areas and must have white lighting. Any owner that chooses to put out the exterior solar lighting, please be advised that it may not obstruct any landscape/snowplowing work. The contractors, Association and/or Management Company will not take responsibility for any damage to the lighting.
6. Garden hoses must be picked up and placed in mulch area near hose bib so as not to interfere with lawn mowing. Any damage by mowing crews to hoses or sprinklers left on the lawn shall be at expense of unit owner/tenant.
7. Any damage caused to the lawn, shrubs, etc. by the owner, children, animals, guests, must be repaired by the homeowner within ten (10) days. Any repairs not completed within the ten (10) days will result in the Association's contractor completing the repairs and all costs and expenses will be charged to the unit owner.
8. Any landscaping changes shall require prior Board approval.
9. No vegetable plants/garden of any kind are permitted in the common grounds but may be planted in pots that will remain within the mulched area of unit.

Any infraction of the above may incur a fine to be determined by the Board, consistent with Section Q below.

Section-N — Extended Absence and Absentee Owners

1. Owners who are absent from the property for a period of more than two (2) weeks must notify the Board within three (3) days of their departure. Emergency phone numbers must be included.

Section O — Units Must be Owner Occupied — Rentals Prohibited

1. Consistent with the Bylaws, all Units must be Owner Occupied. If a Special Hardship is granted by the Board, the following Rules apply to the allowed lease:
2. The Unit Owner shall notify the Association (through Elite Properties, Inc.) of the tenants' contact information, including phone numbers and email addresses.
3. The lease shall contain a clause binding a tenant to the terms, covenants and conditions set forth in the By-Laws, Declaration and the Rules and Regulations.

The Unit Owner has an obligation to familiarize the tenant with the terms of the documents.

4. Upon entering into a lease agreement with a tenant, the Unit Owner shall provide a copy of the complete lease agreement to the Board of Directors.
6. The Unit Owner shall be responsible for any violation of the condominium documents by the Unit Owners guests, tenants or tenant's guests.
 - a. The Board of Directors has the right to require removal of a tenant by eviction procedures as provided by the Wisconsin Statutes. The Board of Directors shall be kept up to date of the eviction process on a weekly basis until the tenancy is terminated.

Section P — Owner Responsibility When Selling

It is the responsibility of the **unit owner** to provide a copy of all current Association documents as specified in Wisconsin Statutes Condominium Chapter specifically 703.33 Disclosure Requirements (to include, but not limited to the Declaration, By-Laws, Rules and Regulations) when selling the unit to another party.

Section Q — Rules and Regulations Enforcement Procedure

1. Any violation of the law, the Declaration, the Bylaws, or a Rule or Regulation should be brought to the attention of Elite Properties, Inc. This may be by telephone and confirmed in writing by any resident.
2. A notice (document indicating the violation) will be written to the violating resident (and the unit owner, if a tenant resides in the unit) indicating the violation and directing that the violation ceases. A resident (or owner) who receives a notice, but does not agree that a violation exists, must call or email Elite Properties, Inc. within three (3) days to discuss the situation. A lack of response will be assumed to be an admission of the violation.
3. Violations which have not been corrected within the time allotted on the notice will be reviewed immediately by the Board for further action.
4. If the violation does not cease, a minimum \$25.00 fine will be imposed on the unit owner. The fine will be doubled each month until violation ceases; or at the option of the Board, fines may be assessed on a daily basis for continuing violations. If fines go unpaid, legal action may be taken by the Board to recover such fines.
5. Violations not promptly corrected within the time allotted on the notice will be corrected by the Association, and the cost will be billed to the unit owner.
6. Fines will be added to a Unit Owner's quarterly Association fees, and are considered assessments against your Unit. Non-payment could result in a lien against the unit.
7. A unit owner may appear at any regular Board of Directors meeting to discuss either a violation or fine. The Board must be notified by the owner no less than three (3) days prior to the meeting.
8. Any item that causes exterior modifications to the building requires prior written Board approval before said modifications can be made. Modifications that do not have written permission by the Board of Directors shall be deemed a violation and shall be immediately removed at the unit owner's expense.

Section R —Collection Policy

1. The regular quarterly assessments are due on the first day of each quarter.
2. 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.
3. 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.
4. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. 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).
5. 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.
6. 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.
7. 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.
8. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the fifteenth (15th) 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 rate of 1.5% per month (18% per annum) compounded monthly, until paid.
9. The basic collection system of the Board shall be as follows:
 - a. At 15 days past due, a board member or the property manager may call the delinquent owner;
 - b. At 30 days past due, a past due notice may be sent;
 - c. At 45 days past due, a second past due notice may be sent; and

- d. At 60 days past due, the matter may be referred to the attorney for collection.
10. 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.
11. 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.

Section S – Anti-Discrimination Anti-Harassment Policy

The Grove Condominium 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 enforcing any violations with fines in accordance to Appendix I of these rules 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 ADAH 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-All 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 ADAH 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.

Section T – Communication Among Members of the Association

It is expected that respect and proper decorum will be maintained in any Member's dealings with other Members, whether in person, or on social media or other electronic mediums.