**ANTI-HARASSMENT POLICY**

**SUBJECT:** Adoption of Anti-Harassment Policy.

**PURPOSE:** The purpose of this Anti-Harassment Policyis to (1) facilitate the efficient operation of Emerald Park Amenities Association., Inc.(“Association”); (2) to afford Unit Owners and the Rental Parcel Owner, as these terms are defined in the Shared Amenities Maintenance, Cost Sharing, Access and Easement Agreements (“Cost Sharing Agreement”) (Unit Owners and the Rental Parcel Owner are each an “Owner” and together the “Owners”), who have access and use rights to the Amenity Parcel (as defined in the Cost Sharing Agreement) and all improvements thereon, the opportunity to provide input and comments on issues affecting the Amenity Parcel respectfully while interacting with the board of directors of the Association (“Board”), committee members (“Committee”), and the Association’s and Management Company’s (as defined herein) employees and contractors (each an “Employee” and together “Employees”); and (3) to maintain an environment in the Amenity Parcel that is free from harassment, hostility, bullying, intimidation and/or disruptions to ensure that Employees of the Association can devote their full attention and best efforts to serving and managing the Amenity Parcel.

For purposes of this Policy, the Board, the Committee, and the Employees are each a “Person” and together referred to as “Persons.”

**AUTHORITY:** The Association has the right and power to adopt this Anti-Harassment Policypursuant to Sections 5 and 10 of the Bylaws of the Association and Section 2 of the Cost Sharing Agreement.

**EFFECTIVE**

**DATE:** February \_\_\_, 2025**.**

**RESOLUTION**: The Association hereby adopts the following Anti-Harassment Policy (“Policy”).

1. **APPLICATION OF THE POLICY**

Each Owner is responsible for the conduct of their respective family members, guests, tenants, licensees, and invites and must ensure that they comply with all of the terms of this Policy. As such, any conduct in violation of this Policy by an Owner or his/her/its respective family members, guests, tenants, licensees, and invites shall constitute a violation of this Policy.

For purposes of this Policy, the term Owner(s) shall mean and refer to each Owner and his/her/its respective family members, guests, tenants, licensees, and invitees.

1. **HARASSMENT**

All Owners must conduct themselves in a civil, courteous, and professional manner at all times and must not jeopardize or interfere with the rights, duties, responsibilities, and privileges of other Persons. The Association will not tolerate any form of conduct or omission by an Owner that amounts to “Harassment,” including, without limitation:

* **Hostility, bullying, intimidation, and/or conduct that causes disruption of the duties or responsibility of any Person.**
* **Conduct, actions, words, or threats that disrupt the enjoyment of Owners use of their respective residences.**
* **Actions, words, jokes, comments, or hostility toward a Person based on race, color, creed, sex, national origin, or age.**
* **Screaming, yelling, or addressing a Person in an excessively elevated voice, using profanity, indecent, rude, abusive language, name-calling, personal attacks, and otherwise acting aggressively towards a Person.**
* **Actions, words, jokes, or comments that harass, embarrass, badger, bully, intimidate, and/or threaten a Person.**
* **Threat of or inappropriate or unwanted touching of other Persons.**
* **Electronic Communications. For purposes of this Policy, “Electronic Communications” shall include, without limitation, emails, pictures, or videos taken of any Person performing his or her duties and responsibilities while on any portion of the Amenity Parcel**, **text messages, and written messages posted on any social media platform, including, without limitation, Facebook, Instagram, or Snapchat. Harassing Electronic Communications is strictly prohibited.**
* **All other conduct that the Association reasonably determines rises to the level of Harassment.**

1. **SUBMISSION OF INQUIRIES, CONCERNS, QUESTIONS OR COMMENTS BY OWNERS**

An Owner may submit complaints, concerns, comments, or questions (each an “Inquiry” and together “Inquiries’) in connection with the management, operation, or maintenance of the Amenity Parcel to Woodruff Property Management Company (“Management Company”) by electronic mail to: emeraldpark@thewoodruffway.com. The Management Company will respond to all Inquiries after it has had the opportunity to gather and assess all pertinent information needed to respond to such inquiries within a reasonable time. In no event shall any Inquiries be made to the Management Company (its employees or contractors) in person.

All communications or any other form of exchange between an Owner and the Management Company (its employees or contractors), whether in person or in writing, must comply with the requirements of Article II of this Policy.

If an Owner is not satisfied with the Management Company’s response, or the Management Company has failed to respond within a reasonable time, such Owner shall email the Board setting forth facts supporting his/her/its discontent with the Management Company’s decision.

In no event shall an Owner discuss with other Owners or a non-owner (in writing, verbally, or otherwise, including via Electronic Communications) his/her/its discontent with the acts or omissions of the Management Company or the Board without first providing the Management Company or the Board, as applicable, a chance to address such Inquiries.

1. **REPORTING A VIOLATION/NOTICE OF VIOLATION**

An Owner or a Person may report a violation of this Policy directly to the Management Company or the Board. The identity of the individual(s) reporting such violation(s) will be kept confidential and not shared with anyone unless the Management Company or the Board first receives written approval from such individual(s). Upon receiving a report of a violation of this Policy, the Board will perform an impartial and thorough investigation of the alleged violation. In the event the Board determines, upon completion of its investigation of the alleged violation, that an Owner has violated this Policy, then the Board shall provide written notice to the Owner (“Notice of Confirmed Violation”).

1. **VIOLATION OF POLICY**

An Owner who is found to be in violation of this Policy will be subject to the following remedial actions that the Board may take: (1) the levying of fines not to exceed $2,000 in the aggregate against an Owner’s Condominium Unit or the Rental Parcel, as applicable (as these terms are defined in the Cost Sharing Agreement); (2) suspend, for a reasonable period of time, an Owner’s right or an Owner’s family members, guests, tenants or invitees use of the Amenity Parcel and any of the improvements located therein; and/or (3) initiate a suit at law to recover damages or in equity to enjoin the violation or, any combination thereof (and to recover reasonable attorney fees and costs as the prevailing party in any such litigation).

**EACH OWNER ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT THE ASSOCIATION RESERVES THE RIGHT TO IMPOSE A LINE AGAINST A UNIT OR THE RENTAL PROPERTY, AS APPLICABLE FOR NON-PAYMENT OF FINES.**

1. **LATE/NON-PAYMENT OF FINES**

In the event an Owner is late or does not make a payment of a levied fine pursuant to this Policy he/she/it shall be responsible for payment of the fine together with interest, late charges, costs, and reasonable attorneys’ fees for the collection thereof, and the same shall be a charge and continuing lien upon an Owner’s Unit or Rental Parcel (as applicable), against which the fine is levied upon. Each fine, together with interest, costs, and reasonable attorneys’ fees and late charges, shall also be the personal obligation of the person(s) or entity (ies) who was or were the Owner(s) of the Unit or the Rental Parcel (as applicable) at the time when the fine(s) against such Unit or Rental Property, as applicable fell due.

1. **AMENDMENTS TO THIS POLICY**.This Policy may be amended at any time by the Board, from time to time, in its sole and absolute discretion, in accordance with the Articles of Incorporation and Bylaws of the Association.