



Community Policies & Co-Owner Responsibilities

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Attachment A -- Architectural Control Guidelines



Community Policies & Co-Owner Responsibilities

(Further Definition of the Condominium Bylaws)

I. OVERVIEW

This document includes some of the contents of the Amended and Restated Condominium Bylaws. Also, the Responsibility Matrix has been reviewed and updated and is assimilated as an attachment to this document for ease of reference.

The information listed below is both a reminder of some key points of and a supplement to the SITH Amended and Restated Condominium Bylaws. We hope that SITH Co-owners will recognize that the information contained in this document is important in keeping our Association as a desirable and pleasant place to live and to share with family and friends. Also, it is considered to be important for maintaining high property values

This document has been developed by the Architectural Control and Bylaws Committee and was adopted by the SITH Board of Directors on December 1, 2017 in accordance with the Amended and Restated Condominium Bylaws.



II. OWNER INSURANCE COVERAGE

Please refer to the SITH Amended and Restated Condominium Bylaws, Article IV, INSURANCE, Section 1. Some key points to remember:

1. Each Co-owner must carry insurance for (i) Unit interior walls, (ii) all drywall located within the Unit including interior wall, perimeter wall and ceiling drywall, (iii) the interior of their Unit, including all fixtures, equipment, trim and other items or attachments within the Unit, (iv) patios and covered deck screens, (v) improvements and enhancements to the Unit and improvements and enhancements for which Co-owners are assigned responsibility under Article IV, Section 2 of the Amended and Restated Master Deed, (vi) personal property located within a Unit or elsewhere in the Condominium, (vii) personal liability and property damage for occurrences within a Unit or upon its Limited Common Elements, and (viii) alternative living expense in event of fire or other casualty. All casualty insurance that Co-owners are required to insure shall be insured against fire, vandalism, malicious mischief and other perils in an amount equal to 100% of the current replacement cost. Co-owner required insurance should be included in a typical HO-6 Condominium policy (this is the insurance-industry's name for typical attached-Condominium Co-owner insurance coverage). **Co-owners are encouraged to review these provisions with their insurance advisors.**
2. Each Co-owner must provide certificates of insurance to the Association evidencing procurement and renewal of all insurance that the Co-owner is required to maintain. In the event a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums paid shall constitute a lien against the Co-owner's Unit and may be collected from the Co-owner in the same manner that Association assessments may be collected under Article II of the Amended and Restated Bylaws.
3. To allow for a simple procedure, all owners must submit their evidence of renewal by January 1st of each calendar year Failure to submit this evidence on time is considered to be a Co-owner violation.



III. BYLAWS ENFORCEMENT & VIOLATION - POLICY RESOLUTION REGARDING FINES FOR VIOLATIONS OF THE CONDOMINIUM DOCUMENTS

ASSESSMENT OF FINES

The violation by any Co-owner, tenant, occupant or guest of any of the provisions of the Condominium Documents (Amended and Restated Master Deed, Amended and Restated Bylaws, Articles of Incorporation or Rules and Regulations of the Association) shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises. Prior to assessing any monetary fine, the following procedures will be followed:

1. **Notice of Violation** – including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the Co-owner at the Unit address or, if designated, at such other as the Co-owner designates in writing to the Association.
2. **Hearing and Defense** – The offending Co-owner shall be notified of a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The appearance before the Board may be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 7 days from the date of the notice.
3. **Default – Failure to respond** to the notice of violation or appear at the hearing constitutes a default.
4. **Hearing and Decision** – Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall by majority vote of a quorum of the Board, decide whether a violation has occurred. **The Board's decision is final.**



SCHEDULE OF FINES

Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

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| 1. First violation: | Warning; No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation. |
| 2. Second Violation: | A fine of \$25.00 shall be levied. |
| 3. Third Violation: | A fine of \$100.00 shall be levied. |
| 4. Fourth Violation and Each Subsequent Violation: | A fine of \$300.00 shall be levied. |

For purposes of this Rule, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be a Co-owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in supplements to this Rule; however, no hearings other than the first hearing shall be required for successive violations if a violation has been found to exist. Nothing in this Rule shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Michigan Condominium Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

COLLECTION OF FINES

The fines levied pursuant to the above stated rules and regulations shall be assessed against the co-owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents, including without limitations, those described in Article II of the Amended and Restated Bylaws.



IV. **ASSESSMENT COLLECTION POLICY ---RESOLUTION ON DELINQUENT ASSESSMENT COLLECTION PROCEDURE**

1. The assessment for each unit is an annual charge, and is deemed payable in twelve monthly installments. These installments are **due on the first** of each month, and are considered delinquent and in default on the **10th** of the month.
2. Delinquent assessments will cause a late charge in the amount of \$25.00, or any other such amounts as may be determined by the Board of Directors, to be automatically levied for each month the delinquent assessment is not fully paid.
3. **First Month:** Notice of the delinquency, the late charge levied, and any other costs charged to the co-owner's account shall be sent to the co-owner by the Association (via The Highlander Group, Inc.) after the 10th day of the month the delinquency occurs.
4. **Second Month:** If full payment of the delinquent assessment(s), late charges(s) and any costs is not received by the 10th of the second month, unless other satisfactory arrangements have been made with the Board of Directors; and/or its designated agent, the following steps may be taken:
 - A. In addition to the actions referenced below, the Board of Director may elect to take the following action: Once there is a delinquency in the payment of any installment of the annual assessments lasting for more than two months, the Board of Directors may accelerate the remaining unpaid installments of the annual assessment for that fiscal year so that such unpaid installments are immediately due and payable.
 - B. The matter will be turned over to the Association's attorney for legal action. At the discretion of the Board, such legal action may consist of a lien being filed, foreclosure of the lien by advertisement, a lawsuit for judicial foreclosure of the lien, a lawsuit against the Co-owner for money damages and, once any personal judgment enters, collection may also take the form of garnishment and execution upon personal property.
5. The expenses incurred in collecting the delinquency, including without limitation, late charges, interest, fines, costs of collection and enforcement, including actual attorney's fees (not limited to the statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on the co-owner's unit.
6. Failure to meet any of the time periods set forth herein shall not be deemed a waiver of the right of the Association to enforce or pursue its Delinquency Procedure.



V. ALTERATIONS & MODIFICATIONS (AND LANDSCAPING) – ARCHITECTURAL CONTROL

Please refer to the SITH Amended and Restated Condominium Bylaws, Article VI, Section 3, page 15, entitled “Alterations and Modifications”. Please read and reference this section of the Amended and Restated Bylaws when reading the following policies & procedures. In the event of any discrepancy between the Amended and Restated Bylaws and the Community Policies, the Amended and Restated Bylaws shall prevail.

To promote the aesthetic harmony and continuing attractiveness of the Sanctuary in the Hill (SITH) Condominium Association and to facilitate the beneficial operation of the residential areas thereof, the SITH Board of Directors has adopted the following Architectural Control Procedures & Policies. These policies & procedures provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors is responsible for the approval of all alterations and modifications to the exterior of Condo Units and all Common Elements in accordance with the Amended and Restated Bylaws.

1. The Board is responsible for enforcing these policies and review applications for alterations and modifications. The Board may delegate some of this responsibility to the Bylaws and Architectural Control Committee (BACC).
2. Alteration and modification requests will be considered only if the Co-owner submits plans and specifications in accordance with the provisions in the Amended and Restated Bylaws
3. Co-owner requests shall be responded to in writing, usually within 14 days of receipt. Work **cannot** start until written Board approval has been received by the Co-owner.
4. The initial approval granted by the Board or BACC shall constitute only as authority to construct. Any construction shall be in accordance with the approved request, the municipality building code(s) and shall be subject to their permits and final inspections, by the municipality, SITH Association or its agents.
5. The Board reserves the right to use any authorities granted to it under the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws as well as any other rights available to enforce these policies and procedures.



6. Once approved, alterations / modifications made by the Co-owner and/or contractor shall be done without expense or liability to the SITH Condominium Association. Co-owners shall be responsible for the following, but not limited to:
 - A. Damage to sod, landscaping, final building grades, irrigation system, utilities, driveways, private street surfaces, and other Association property caused by and experienced during the construction;
 - B. Damage to neighboring condo units, both interior and exterior during the construction;
 - C. Injury to themselves, members of the public and workmen;
 - D. Damage to their condo unit or neighboring condo units caused during or after construction as a result of improper construction or a change in drainage;
 - E. Removal and/or relocation of landscaping, etc. in connection with said installations;
 - F. Removal of construction debris / trash shall be within two (2) days of alterations / modifications completion.
 - G. All contractors shall submit proof of current licenses and insurance including Workers Compensation Insurance prior to starting work.
7. Alterations / modifications shall be completed within 30 days of commencement unless otherwise approved by the Board in writing
8. The Board or its property management company shall act as the receiving agent for all alteration and modification applications and related correspondence.
9. Contractor's advertising signs are **not** allowed before or during or after the contractor's work. Please refer to the "SIGNS POLICY", item V of this Community Policies document.
10. The Association reserves the right to periodically inspect alterations / modifications for adequate maintenance and, if in the Association's opinion inadequate work has been performed, request the Co-owner to rectify. Should Co-owner fail to comply, the Association reserves the right to arrange for needed work and charge the Co-owner for same plus 10% service charge for arrangements made.
11. These policies and procedures apply to the Unit structure & exterior materials and to the Common Elements, General and Limited.



VI. "SIGNS" POLICY

Except for a US flag no larger than 3' x 5', no flags, notices, advertisements, pennants or signs, including "for sale" and "open house" signs shall be displayed which are visible from the exterior of a Unit without written permission from the Association, without the Board's written permission.

The committee that will be responsible for providing any written approval to a homeowner to display a sign will be the By-Laws and Architectural Control Committee (BACC). The owner shall use the same form used for Architectural Modifications and Alterations and submit to the management company. Approval should be responded to within 10 days after submission. All approvals must be received prior to display. If a sign is displayed without approval, the homeowner will be asked to remove it until approvals are attained. All sign approvals granted by the committee are revocable. If a request to display a sign is not approved by the By-Laws and Architectural Control Committee this decision may be appealed with the Sanctuary in the Hills Board of Directors (BOD). The BOD decision will be final.

*** SIGNS THAT REQUIRE APPROVAL ***

1. **For Sale/For Rent/For Lease:** only one sign will be displayed in one window of the home. No signs are to be displayed outside the home. Sign must be removed within 24 hours of closing.
2. **Security Sign:** ADT, Guardian, etc. If approved, one small sign at the front entrance of the home and one small sign at the rear of the home by the deck stairs may be displayed as a warning that the home has an alarm system. Signs can either be displayed on an inside glass surface or on a stake within the mulch area. Signs are not to be placed in any lawn area.
3. **Political Signs:** Signs that promote political candidates, if approved, can be displayed not earlier than 7 days prior to an election and must be removed the day after the election. Signs shall be no larger than a standard realtor sign.
4. **Advertising:** No advertising signs shall be displayed anywhere on the property – Limited or General Common Elements.



VII. LEASING OF UNITS

A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association.

A Co-owner may only lease a Unit if the Co-owner has followed the disclosure procedures referenced above and obtained the Board of Director's prior written approval. Except for those Units under an approved lease as of the effective date of the Amended and Restated Master Deed, the Board of Directors shall not grant approval if (1) the leasing of such Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 1 Unit at any given time, or (2) the leasing of such Unit would cause the total number of leased Units in the Condominium to exceed 15%.

In addition, no Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease

All leases shall otherwise comply with all aspects of Article IV, Section 2 Leasing and Rental in the Amended and Restated Condominium Bylaws. including certification by both the tenant and the landlord that tenant shall comply with all rules, regulations and policies of the community by execution of the Compliance with Sanctuary in the Hills Condominium Association Documents form

COMPLIANCE WITH SANCTUARY IN THE HILLS CONDOMINIUM ASSOCIATION DOCUMENTS:

Owner/Landlord agrees to the following stipulations as part of the lease agreement with Tenant:

- Tenant's right to use and occupy the Premises is subject and subordinate in all respects to the provisions of the Amended and Restated Master Deed and Amended and Restated Condominium Bylaws (and any other document referred to in the Master Deed or Condominium Bylaws which affects the rights and obligations of a co-owner) of Sanctuary in the Hills Condominium ("Condominium Documents") and to such other rules and regulations as the Board of Directors of the Sanctuary in the Hills Condominium Association may from time to time promulgate ("Rules and Regulations").
- Landlord shall provide Tenant with a copy of the applicable rules, regulations and restrictions of Sanctuary in the Hills Condominium Association so Tenant is aware of his/her obligations.



- Failure by Tenant or any person on the Premises of Sanctuary in the Hills Condominium as a result of Tenant's occupancy to comply with the provisions of the Sanctuary in the Hills Condominium Documents or the Rules and Regulations shall constitute a material breach of this Lease.
- Tenant shall indemnify Landlord and Sanctuary in the Hills Condominium Association against and hold them harmless from any damages, direct or indirect, incurred by Landlord as a result of the noncompliance by any of the aforesaid persons with the provisions of any of the Documents, Rules and Regulations, or any covenant of this Lease.

VIII. OTHER POLICIES OF OUR COMMUNITY

1. **Prohibition of Dangerous Items upon the Condominium**

Please refer to the SITH Amended and Restated Bylaws, Article VI, RESTRICTIONS, Section 9

2. **Pets and Animal/Wildlife Related Matters**

Please refer to the SITH Amended and Restated Bylaws, Article VI, RESTRICTIONS, Section 5. Some key points to remember:

- A. **Number** - The maximum number of pets allowed is 2 (dog and/or cats). These pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animals may be kept or bred for commercial purposes.
- B. **Control Responsibility** - No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Common Elements. All pets shall be leashed when outdoors with the leash being held and controlled by a responsible person: **Invisible Fences** – are not allowed
- C. **Waste Collection** - Additionally, it is a rule that each Co-owner shall be responsible for the immediate collection and appropriate disposal of all fecal matter deposited by any pet maintained by such Co-owner.
 - **Damages** - Co-owners are responsible for the repair of all pet related damages to the Common Element areas to include but not limited to damages to lawns and landscaping.
- D. **Wildlife** - It is also a rule that a Co-owner or his/her invitee shall NOT permit the suffering, molestation or destruction of wild fowl or other wildlife in the Common Element areas.
- E. **Insect & Animals** – No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.



3. Vehicles upon the Condominium

Except as provided below, only currently licensed automobiles, motorcycles, non-commercial pickup trucks, SUVs, and passenger vans not exceeding 21 feet in overall length, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Condominium. Occupants shall first park their vehicles inside their Unit garage then in their Unit driveway.

- A. **Exception** - If prior approval has been obtained from the Board, a recreational vehicle, with its trailer if necessary, may only be parked for a period not to exceed forty-eight (24) consecutive hours and not more than once per month for the purposes of loading and unloading.
- B. **Unlicensed or Inoperative Vehicle(s)** - are permitted ONLY in the UNIT garage.
- C. **Street Parking** – one guest car is allowed for overnight street parking. More than one guest vehicle requires Association approval in advance, as well as the parking of one guest vehicle for more than one overnight.
 - **Mail Delivery** – Attention should be given so that parked vehicles do not interfere with the delivery of the U.S. Mail.
- D. **Washing, Polishing or Detailing of Vehicles** – is not allowed on the Common Elements and may be only undertaken in the garage or the driveway of the Co-owner's unit. Repair or non-emergency maintenance or similar repairs of vehicles are not allowed on the Common Elements, except within the garage of to the Co-owner's unit.
- E. Commercial vehicles shall not be parked in or about the Condominium unit, except while making deliveries or pickups in the normal course of business.
- F. Unless fully parked in a Unit garage with the door closed no house trailers, commercial vehicles, boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles, or all-terrain vehicles may be parked or stored in the Condominium.

4. Attachments to Condo Building Structure

- A. **Attachment of Items to Exterior Brick/Stone Walls and to Roofs** is not allowed- Please refer to Article VI, Section 3 of the Amended and Restated Condominium Bylaws.



- B. **Antennas/Satellite Dishes:** Please refer to separate Rules Regarding the Installation of Satellite Dishes and Antenna.

5. Landscaping and Patio Related Matters

- A. **Landscape Plan Alterations** – must comply with Item IV of this document and may be allowed subject to written approval of submitted drawings and plans detailing variety, height and location of shrubs, flowers and/or landscape materials and must be within the landscape bed area. Co-owners will be solely responsible for the maintenance of Co-owner-installed annual flowers. The Association will be responsible for maintaining all Co-owner-installed and Association-approved ornamental bushes, grasses and trees, the timing of which is in the Association’s sole discretion.
- **Alterations Implications** – alterations shall not impair the view, privacy and/or enjoyment of neighboring units.
- B. **Flowers** – Container plantings and / or hanging baskets are allowed on porches, patios and/or decks. Ground mounted hangers are allowed in the landscape area, but not the lawn area, within the fifteen (15) feet Limited Common Element area. Hanging baskets cannot be mounted to the exterior brick or stone walls (refer to Rule V1, section 4 above). Containers must be architecturally harmonious with the building structure. All container plants must be brought indoors after November 1st and may be set outdoors after May 1st.
- C. **Statuary** is not allowed on the front or side of the Unit. Statuary less than 24” high is allowed in the rear of the Unit. Within existing landscape beds. These are considered to be 3-dimensional solid images/ replicas of people and animals.
- D. **Landscape Ornamental Objects** – are not allowed on the front or side of a Unit. Landscape ornamental objects less than 42” in height are allowed within existing landscaping bed in the rear of the Unit. These artistic objects shall be made of materials which are architecturally harmonious with the Unit’s building structure and appearance. The discretion of the Association will be exercised.
- E. A maximum of 5 (five) total Statuary and Landscape Ornamental Objects combined is allowed in the rear of a Unit.
- F. **Watering Hose(s)** – When not in use, must be stored away. Storage in the garage of the Co-owner’s unit is recommended.



- Watering hoses stored outside of the garage must be in a container or storage box unit which is designed for this purpose and shall be located within the landscaped area such that it is not readily visible from road.
- Hangers are not allowed to be attached to the condo unit exterior brick, stone or wall.

6. **Building Related Matters:**

- A. **Storm Doors** – are allowed and shall be full lite without ornamentation (except for bottom decorative kick plate) and the color shall match either the structure trim or the front door. The glass shall be full light. The screen may include a structural cross support.
- B. **Windows & Sliding Doors** – All window treatments, draperies, and/or curtains installed in the windows of the condominium shall have white liners or be of a neutral color that is compatible with the exterior color palette of the unit so as to maintain a uniform appearance when viewed from the exterior of the units.
- **Replacement** - Replacement windows and sliding doors shall be the same color and styling/design as originally installed on the units and must have Association approval prior to start of installation. Front doors must be of the styling/design as originally installed and be wood tone in color.
- C. **Gutters & Downspouts Functioning** – if gutters/downspouts are clogged and water is overflowing, the Co-owner must notify the Association / property manager immediately. This is important for proper water management.
- D. **Garage Doors** – shall be kept closed at all times except as may be reasonably necessary to gain access to or from the garage.
- E. **Solar Hardware** – No solar panel, solar collector or similar device shall be placed, constructed, altered or maintained on any condominium unit.
- F. **Whole House Generators** – require Association written approval prior to the start of installation. Co-owner request must include installation and operational details to include but not limited to dimensions, location details, landscaping revisions, if needed, and db sound level at the source. The “exercising” of these generators shall only be done during daylight hours.
- G. **Patios** – must comply with Item IV of this document and may be allowed subject to written approval of submitted drawings and plans. Patios must be compliant with the aesthetic



harmony and continuing attractiveness of SITH and may be constructed of concrete, stamped concrete, brick pavers or blocks. Co-owners will be solely responsible for the maintenance of patios.

H. **Window Air conditioners**- No window a/c units are allowed on any condominium unit.

7. **Outdoors, Common Elements, Wetlands Related Matters**

- A. **Unsightly Conditions** – shall not be allowed on any patio, porch or deck. The discretion of the Association will be exercised.
- B. **Wetlands Trees, Shrubs, and Other Growth** – Co-owners shall not disturb or modify in any way the wetlands environment. Trimming and maintenance is an Association responsibility.
- C. **Outdoor Furniture & Grills** - Only furniture and grilles consistent with the normal and reasonable use shall be permitted on patio areas and to remain there during seasons when such areas are reasonable in use. Lawn furniture on the lawns is not allowed. During seasons when such areas are not reasonably in use, some furniture and grilles may be stored in rear areas only provided that it is done neatly and positioned/stored near the unit's rear structure and on/under the rear deck(s), and covered with appropriate outdoor covers in a neutral color. The discretion of the Association will be exercised.
- D. **Holiday Decorations** – Holiday decorations are allowed within the landscape bed area and may consist of lights and other decorations appropriate to the holiday being celebrated. Roof penetration is not allowed and any damage to the building structure is the responsibility of the Co-owner. Holiday decorations may be installed within two (2) weeks before a holiday and must be removed within two (2) weeks after the holiday. Christmas decorations may be installed at any time on or after Thanksgiving and must be removed within two (2) weeks after New Year's Day.
- E. Grills are **NOT** allowed to be used on any Unit deck. Grills are only allowed on the patio. Grills also may not be stored on decks.
- F. **Flag Poles** – permanent ground mounted flag poles are not allowed. Portable flag poles are allowed which have a mounting bracket installed only to the wood trim of the building exterior.
- G. **Invisible Fences** – not allowed.



- H. **Play Structures, Tents, Portable Wading Pools and Similar Items** – Not Allowed. For a social and other temporary event, a written request needs to be submitted and formal approved given.
- I. **Hot Tubs and Spas** – Not allowed on any Common Element, including decks or patios.
- J. **Basketball Hoops** – Portable/removable only are permitted. They must be kept well-maintained and enclosed in the garage when not in use.
- K. **Clothes Drying, Etc.** - The Common Elements and the porches, balconies and any decks appurtenant to any Unit shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Poles cannot be erected for same purposes.
8. **Activities, Storage and Services Related Matters**
- A. **Storage** – The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind.
- B. **Trash Receptacles & Collection** – the receptacle shall be rigid container, with a lid and wheels. If a common trash hauler is contracted for all Co-owners within SITH Association, then the trash receptacle of the chosen service company shall be used.
- All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein.
 - Put Out – Trash receptacle can be brought to curbside after 4:00PM of the day before trash pickup. Excess loose garbage needs to be stored in plastic bags and brought to curbside in early morning ... to prevent wildlife from ravaging when they are looking for their next meal during the night.
 - Bring In – Trash receptacle shall be stored in the Co-owners garage following trash pickup, but no later than end of the day of trash pickup. If away, please make arrangements with a neighbor, etc. to retrieve the trash receptacle.
 - Re-Cycle Bins – the above also applies to the re-cycle bins.
- C. **Garage Sales, Etc.** – All garage sales, yard sales and/or estate sales, or any type of personal commercial venture wherein the public is invited to a unit, without appointment, for the purpose of buying and/or selling personal goods, are **expressly prohibited** within the Condominium with the following exceptions:



- **Annual SITH Garage Sale** - In 2007, the SITH Board of Directors approved a policy that, if formally requested, would allow for a maximum of one (1) owner sale event per year involving all SITH Co-owners who desired to do so.
 - **Estate Sales and/or moving sales**- Estate sales are only allowed due to the death of an owner or if the owner is moving out of the association. Requests for estate sales must be submitted to the management company 30 days prior to the sale and must be approved by the Board. Sales are limited to three (3) days with no Sunday sales. Parking only allowed on one (1) side of street and enforced by the estate sale company.
9. **Committee Membership.** No two occupants of the same Unit may serve on any one Committee at the same time.



ATTACHMENT A: RESPONSIBILITY MATRIX

Sanctuary in the Hills Condominium Association Responsibility Matrix

PLEASE NOTE: A CO-OWNER MUST RECEIVE BOARD APPROVAL PRIOR TO WORK COMMENCEMENT FOR ANY MODIFICATION TO THE EXTERIOR OF THE UNIT OR THAT MAY BE VISIBLE FROM THE OUTSIDE. NO DEPOSIT SHOULD BE PUT DOWN ON MATERIALS OR WORK PAID FOR BEFORE APPROVAL IS RECEIVED.

[For further details on the items listed herein, please refer to above, Bylaws and Master Deed]

THE SANCTUARY IN THE HILLS - RESPONSIBILITY MATRIX

PLEASE NOTE: This Summary is for convenience of reference only. It does not supersede or alter any statements of duty appearing in the Association's recorded governing documents (including its rules and regulations). In the event of contradiction, the governing documents will control. Additionally, there are some exceptions that may apply to these generalized statements of duties as per the governing documents. Legal counsel should be consulted for certainty of duties based on the factual situation involved.

| A=ASSOCIATION | C=CO-OWNER | | | |
|--|------------|--------|---------|--|
| ITEM | MAINTAIN | REPAIR | REPLACE | COMMENTS |
| Air Conditioner, its Compressor, Pad and other related equipment and accessories | C | C | C | |
| Appliances | C | C | C | Including but not limited to garbage disposal, dishwasher, microwave, range, oven, refrigerator, dryer and related venting |
| Bathroom Vents (including related ductwork) | C | C | C | |
| Cabinets and Countertops | C | C | C | |
| Covered Decks (consisting of beams, posts, joists, decking, steps and roofs) (not including screens) | A | A | A | Co-owner responsible for maintaining, repairing and replacing improvements and enhancements to original standard specification covered decks |
| Covered Decks Screens | C | C | C | |
| Doors and Doorwalls (interior and Unit entry, including screens, frames, thresholds, locks and hardware) | C | C | C | Association responsible for the periodic exterior sanding, staining and sealing of Unit entry doors |
| Driveways (including snow removal) | A | A | A | |
| Electrical | | | | |
| Common street lighting consisting of lamp post stands, lighting lamps and related wiring and equipment | A | A | A | |
| Electrical utility main | A | A | A | |
| Common Element electrical meter | A | A | A | |
| Unit electrical meter | C | C | C | |
| Electrical lines, wires, outlets, switches, boxes, panels, circuit breakers and fixtures (including exterior fixtures such as porch, garage, patio and deck lights) from the Unit's electrical meter | C | C | C | |
| Entrance Sign and Features | A | A | A | |
| Exhaust Vent Covers (original standard specification) | A | A | A | Co-owner responsible for maintaining, repairing and replacing improvements and enhancements to original standard specification exhaust vent covers |
| Extermination of pests and critters within Residence | C | C | C | |
| Fireplace, flue and damper | C | C | C | |
| Furnace (including related ductwork) | C | C | C | |

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|---|---|----|----|--|
| Garage Door (including tracks, springs, opener, remote, and all related hardware and equipment) | C | C | C | Association responsible for the periodic exterior painting of garage doors |
| Garage Floor Slabs | C | C | C | |
| Garbage Pickup | A | NA | NA | |
| Gas Lines | | | | |
| Gas utility main | A | A | A | |
| Unit gas meter | C | C | C | |
| Lines, pipes, valves and fixtures from the Unit's gas meter | C | C | C | |
| Gutters and Downspouts | A | A | A | |
| Hot Water Heater | C | C | C | |
| Irrigation System | A | A | A | |
| Landscaping | | | | |
| Entrance and median landscaping on Sanctuary Boulevard and related improvements including irrigation, lamppost and water and electrical meters serving these items | A | A | A | |
| Landscaping improvements located throughout the Condominium consisting of ornamental bushes, grasses, trees and annual flowers planted by the developer or Association | A | A | A | |
| Co-owner Installed Ornamental Bushes, Grasses and Trees that have been Approved by the Association | A | A | A | |
| Co-owner-Installed Annuals, Ornaments and Lighting | C | C | C | |
| Lawn | A | A | A | |
| Mailbox | A | A | A | |
| Patio (including steps) | C | C | C | |
| Porch and Porch Steps (original standard specification concrete stoop porch and concrete porch steps) (including snow removal) | A | A | A | Co-owner responsible for maintaining, repairing and replacing improvements and enhancements to original standard specification concrete stoop porch and concrete porch steps (although Association will remove snow from enhanced or improved front porches) |
| Residence Construction Including Garages (Except Siding, Roof, Gutters and Downspouts as set forth below) | C | C | C | Including foundations, supporting columns, beams, trusses, perimeter and interior walls, drywall, ceiling and floor construction, insulation and chimneys |
| Residence Interiors (Including Basements) | C | C | C | |
| Roads and Cul-De-Sac Islands | A | A | A | Including snow removal |
| Roofs | A | A | A | Consisting of decking, flashing, underlayment, roof venting and shingles |
| Sanitary Sewer | | | | |
| Sanitary sewer utility main and lines up to point immediately outside the vertical plane created by extension of the Residence exterior wall | A | A | A | |
| Waste disposal system (including those portions of the sanitary sewer located below the Unit foundation or slab) up to the point immediately outside the vertical plane created by extension of the Residence exterior wall | C | C | C | |
| Siding (brick and vinyl) (including necessary house-wrap, exterior trim and caulking) | A | A | A | |
| Storm Sewer System (including detention basin and fountain) | A | A | A | |
| Sump Pump | C | C | C | |
| Vents (dryer and bathroom, including related ductwork) | C | C | C | |
| Walkways between Covered Decks or Patios Driveways | C | C | C | |
| Walkways between Driveways and Front Porches (original standard specification concrete walkways) (including snow removal) | A | A | A | Co-owner responsible for maintaining, repairing and replacing improvements and enhancements to original standard specification concrete walkways |
| Water Lines | | | | |
| Water utility main | A | A | A | |
| Common Element gas meter | A | A | A | |
| Unit gas meter | C | C | C | |
| Lines, pipes, valves and fixtures (including exterior water spigots) from the Unit's water meter | C | C | C | |
| Windows (including frames, locks, hardware, sills, weather stripping, screens and window treatments) | C | C | C | |

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|---|----------|--|--|
| <p>Co-owner Insurance (HO6 - All Common Elements that Co-owners are required to insure must be insured against fire, vandalism, malicious mischief and other perils in an amount equal to 100% of the full replacement cost)</p> | <p>C</p> | | <p>(a) interior walls, (b) all drywall located within the Unit including interior wall, perimeter wall and ceiling drywall, (c) the interior of their Unit, including all fixtures, equipment, trim and other items or attachments within the Unit, (d) patios and covered deck screens, (e) improvements and enhancements to the Unit and improvements and enhancements for which Co-owners are assigned responsibility for repair and replacement, (e) personal property located within a Unit or elsewhere in the Condominium, (f) personal liability and property damage for occurrences within a Unit or upon its Limited Common Elements, and (g) alternative living expense in event of fire or other casualty.</p> |
| <p>Association Insurance</p> | <p>A</p> | | <p>(a) all Common Elements for which the Assoc is responsible for repairing and replacing; (b) all structural components of the Unit including supporting columns, beams, insulation, perimeter walls (including party-walls, windows, doors, doorwalls and garage doors), trusses, roofs, ceiling and floor construction and chimneys; and (c) all electrical, water, gas and sanitary systems up to, but not including, the point those systems connect to fixtures, plugs, switches, breakers, panels or equipment</p> |