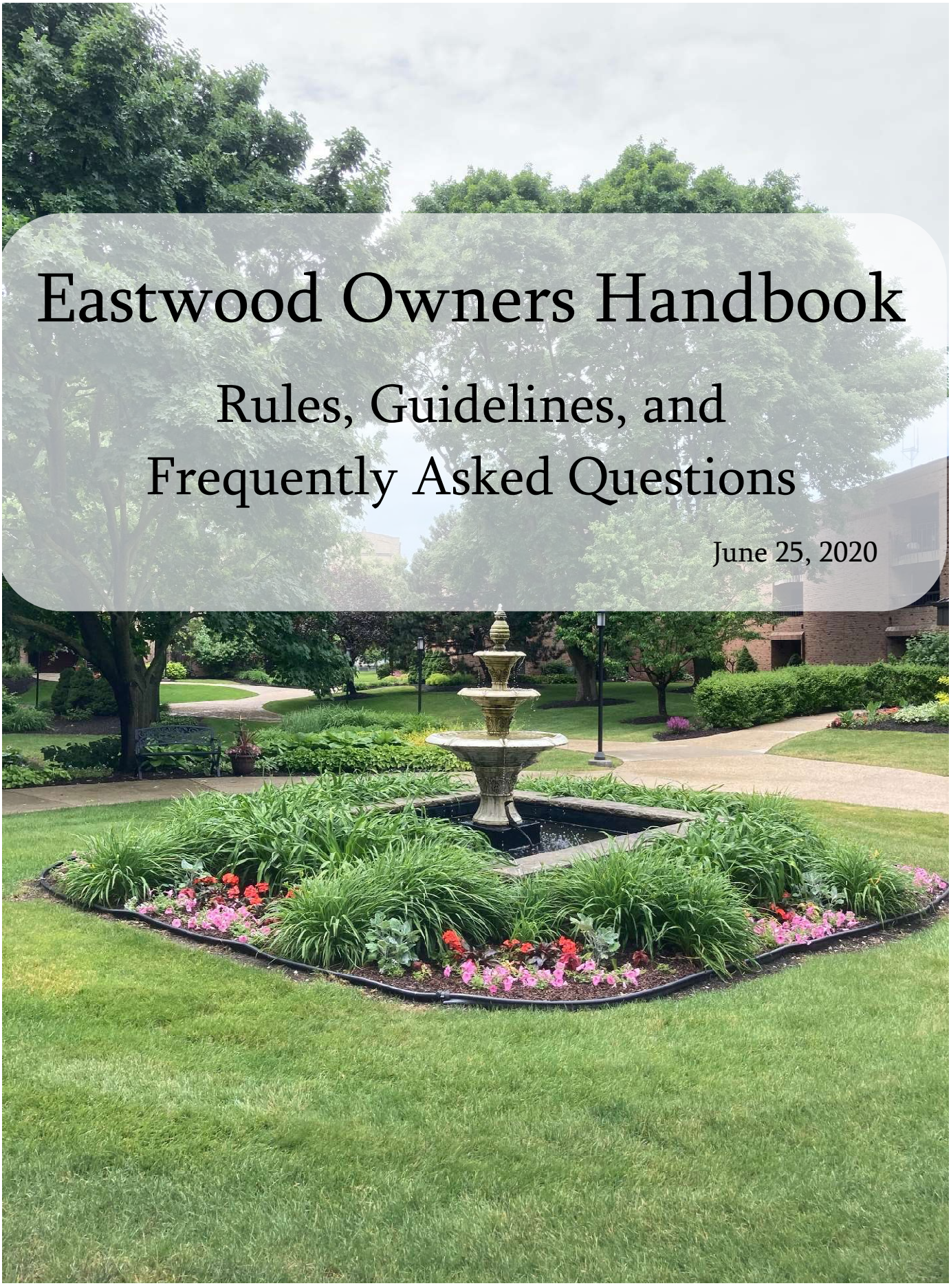


Eastwood Owners Handbook

Rules, Guidelines, and Frequently Asked Questions

June 25, 2020

Part I

Introduction

Welcome to Eastwood! We are pleased that you have chosen Eastwood as your home and hope that you will become involved in community life.

Condominium living is different from living in an apartment or private residence, and you may find that it requires some adjustments. At Eastwood, you are a homeowner with a private residence living in an apartment-style environment. Being a part of this community requires a degree of compromise, an attitude of courtesy, and an acceptance of responsibility and involvement.

The Eastwood community thrives on the help of volunteers to maintain the value of our homes and create an attractive, pleasant place to live. Members of committees and the Board of Directors all work without compensation.

As an owner, you are responsible to become familiar with the Declaration and Bylaws, as well as the Rules and Guidelines outlined in this handbook. You will be subject to these provisions and can avoid any consequences by being informed in advance.

Owners pay a monthly Association fee to cover the expense of maintaining the property and providing major functions, including professional management services. Our onsite Property Manager coordinates operations and financial matters on our behalf, but the overall responsibility still belongs with the Owners and the elected Board of Directors.

The Declaration and Bylaws give the Board authority to create and amend rules regarding the use, repair, and maintenance of the units and common elements. This includes the ability to assess fines for rule violations. In all cases, the primary goal is compliance and preservation of community, rather than punishment or revenue generation.

This document includes a compilation of all of the rules and guidelines currently in effect. The Board of Directors may amend it from time to time without notice or hearing to condominium Unit Owners and Residents. Notification of amendments or modifications will be included in the monthly minutes and newsletters, which are distributed electronically and posted in each building and on AppFolio, our online property management software site.

If you have questions, concerns, or would like to volunteer in some way, please contact the Property Manager or a Board member.

Document Organization

This document is organized into three major parts:

- Contacts lists, AppFolio information, key condominium documents, and an At a Glance section for quick reference to rules and guidelines.
- Complete Rules and Guidelines arranged alphabetically by topic name.
- Frequently Asked Questions

Eastwood Contacts

Eastwood Contacts	
Property Manager	Ryan Franson
Office Hours	8:30 a.m. to 4:30 p.m. Monday through Friday
Telephone	Direct 414.961.2650
	Emergency and After Hours 414.276.9500
Email	eastwoodpropman@gmail.com
Eastwood contracts for management services with:	Colliers International of Wisconsin 833 E Michigan Street, Suite 500 Milwaukee, WI 53202

Other Contact Information	Phone
Local services	
Emergency (Police, Fire, Rescue)	911
Shorewood Village Hall 3930 N Murray Ave Voter registration, building permits, taxes, etc.	414.847.2700
Shorewood Public Library 3920 N Murray Ave	414.847.2670
Shorewood Police Department (non-emergency) 4057 N Wilson Drive	414.847.2610
North Shore Fire/Rescue (non-emergency) 3936 N Murray Ave	414.357.0113
Utilities	
WE Energies	800.242.9137
ATT U-Verse	800.288.2020
Spectrum Cable/Wi-Fi	866.874.2389

Property Management Software: AppFolio

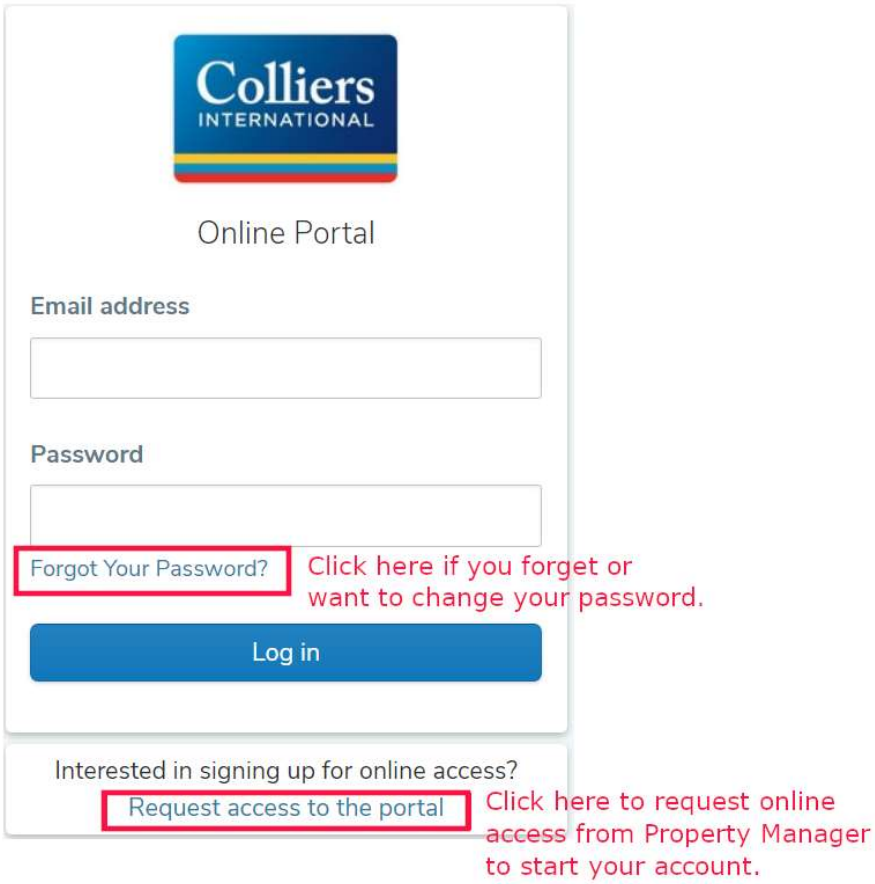
AppFolio is our preferred communication system and is used by most of the Unit Owners. AppFolio provides these benefits:

- Is a secure portal for automatic payment of your monthly Association fee
- Allows Residents to file trackable maintenance requests in real time
- Provides access to the vital shared documents described in the Part II Rules section of this Handbook

NOTE: If you do not have an AppFolio account, you will have to contact the Property Manager by phone or email.

The Property Manager initially sends Unit Owners an email with a link to AppFolio. Using that link, the Unit Owner creates a login ID and password to access the Resident Portal. You use AppFolio to create a personal profile for paying monthly Association fees, reporting maintenance needs, accessing condominium documents and resources, and uploading your homeowner's/renter's insurance policy.

1. Go to http://colliersint.appfolio.com/connect/users/sign_in
2. Click on **Request Access to the Portal.**
   a. The Property Manager will send an e-mail containing a link for creating an account.



3. **Click on the link** in email provided by the Property Manager.

4. Fill out all the information under Account Profile, including choosing a password (note the password for future reference).

TIP: To easily access AppFolio in the future, bookmark the web page (typically found at the top of your browser window).

5. To access your established account in the future, choose the bookmarked web page or enter this web address in your browser: http://colliersint.appfolio.com/connect/users/sign_in
6. Enter your email address and password and click **Log In**.
7. Update your Account Profile.

If you've forgotten or wish to change your password, follow these steps:

1. Go to : http://colliersint.appfolio.com/connect/users/sign_in
2. Enter your email address
3. Click on **Forgot Your Password?**

An email containing a link to change your password is sent. Click on the **Change Your Password** link in the email message. You will be led to your AppFolio account.

4. Select **Account Profile** from the column on the left.
5. Scroll down to change and confirm your new password.

If you are still having trouble after trying the above instructions, contact the Property Manager for their assistance.

Condominium Documents

Every Unit Owner should be familiar with these documents:

1. Declaration
2. Bylaws
3. Homeowner Handbook including Rules and Guidelines
4. Executive Summary (updated annually)

Electronic copies of these documents and other informational resources are posted at the Shared Document folder of AppFolio.

Printed documents are available for a fee by contacting the Property Manager.

At a Glance

This section is a **quick reference guide** to the more detailed rules and guidelines that are in the next section.

Unit Owners are the responsible party for the actions of their Residents, Renters, or Guests.

Homeowners Responsibilities	Management/Board Responsibilities
1. Alterations to a Unit Page 1 ● All alterations or structural changes within a unit require an application to the Architectural Review Committee and approval by Board of Directors. ● NO alterations can be made to the common or limited common elements (balcony/patio) or exterior walls of the building. ● **Consequences:** Changes made without approval are subject to a fine and the Board can authorize removal or repair of the alteration or structural changes and assess cost to the Unit Owner.	● Board must make decision for application approval.
2. Anti-Discrimination - Anti-Harassment Page 1 ● Unit Owner/Resident submit a complaint. ● Reference item 2 of the Rules and Guidelines for complete guidelines.	● Investigate complaint. ● Take disciplinary action as warranted.

Homeowners Responsibilities	Management/Board Responsibilities
3. Assistance and Emotional Support Animals (ESA) Page 2 ● Complete Application and Documentation BEFORE bringing animal onsite. ● Proof of compliance and annual licensing requirements with the Village of Shorewood must be filed BY January 31st of each year. ● Animal must be crated or restricted to <6' leash in all common areas. ● Unit Owner/Resident is responsible and liable for all damages/injuries. ● Immediate cleanup of excrement with carried instrument for pickup during walks. ● Must not create disturbances and Unit Owner/Resident to be held responsible for remedies of odors, noises, complaints. ● Must be attended at all times including but not limited to balconies, patios, and garages. ● Visiting animals (non-assistance/ESAs) are not allowed. ● Prior Approval from Property Manager for visiting Assistance/ESAs.	● Property Manager makes decision about application approval. ● Property Manager maintains database of Assistance/ESAs. ● Property Manager makes decision about request for visiting Assistance/ESAs.
4. Balconies and Patios Page 3 ● Must keep balconies/patios in clean and orderly condition. ● Cannot be used as storage areas. ● No hanging of laundry, clothing, household items, or rugs. ● Cannot be painted, decorated, or adorned. Nothing may be installed altering original condition/appearance. ● No antenna installation without prior approval. ● No installation of canopies, awnings, screens, or fixtures on the balcony/patio. ● No modifications to deck surface or changes that affect 42-inch rail height.	● Property Manager makes decision about antenna application.
5. Bicycles Page 3 ● Must be stored on riser in front of assigned parking space, storage locker, or outdoor bike rack. ● Must not be attached to light poles or railings. ● Cannot be wheeled on carpeted areas.	

Homeowners Responsibilities	Management/Board Responsibilities
6. Building Security Page 4 ● Building entrances and service doors must not be left or propped open. ● Garage doors shall be opened only while vehicle is entering or exiting the building.	
7. Bulletin Board and Official Notification Page 4 ● Bulletin Board is located on the parking level of each building and near elevators. ● Unit Owners/Residents may post notices as long as date and unit number are clearly visible for no more than 14 days.	
8. Cable and Wi-Fi Page 4 ● Unit Owners/Residents have two options for cable and internet: Spectrum and AT&T. ● Check with Property Manager for location of master control box.	● Property Manager must provide installer access to master control box.
9. Capital Contributions Page 4 ● New owners must make a capital contribution of 0.3% of sale price UNLESS: ■ Transfer is to a trust where the sole beneficiary is donor and Owner, ■ Transfer is between spouses, ■ Transfer is between parent and child, ■ Transfer is to/from the Association, ■ Transfer is between current Unit Owner who is purchasing another Unit within the Association.	● Deposits to Reserve Account
10. Christmas Trees and Wreaths Page 4 ● Live Trees and Wreaths are allowed. HOWEVER: ■ Unit owner is responsible for damage caused by bringing a live tree or wreaths through the hallways. ■ Trees must be disposed of by January 7. ■ Wreaths must be placed in a large, tied plastic bag and placed in TRASH dumpster. ● **Consequences:** Fine as well as administrative costs for removal.	● Property Manager verifies pickup date with Village.

Homeowners Responsibilities	Management/Board Responsibilities
11. Combustible Substances Page 5 ● No combustible substances may be kept anywhere onsite except for normal household use as defined by manufacturer.	
12. Common and Limited Common Areas Page 5 ● Common Areas: courtyard, stairs, landings, garages, all property owned in common outlined within the Declaration. ● Limited Common Areas: balconies/patios and are maintained by the Association for the primary benefit of Owners/Residents.	● Property Manager must decide on approval of any temporary obstruction to common areas.
13. Common Area Activities Page 5 ● Activities that threaten safety and security are prohibited. They include throwing objects in interior of buildings, walking in the fountain, skateboarding, batting, or throwing hard balls. ● **Consequences:** such actions including but not limited to the above, as well as removal/damage to landscaping, light poles, bike racks, flower pots, and benches, will result in a fine as well as replacement, labor and other related costs associated with the damage.	

Homeowners Responsibilities	Management/Board Responsibilities
14. Contractors Page 5 ● Unit Owner and the Contractor are defined in Item 14. Anyone planning on a remodeling or redecorating MUST consult this item. ■ Prior to any remodeling or redecorating, see Items 1 and 38 regarding approvals. ■ Unit owner must provide the contractor with Item 14 of the Rules and Guidelines. ■ Unit owner must provide the Contractor the name, address, email and phone number of the Property Manager. ■ Request installation of elevator pads at least two business days before they are needed. ■ Unit owners shall be responsible for any violations of the Rules & Guidelines by any contractor performing work. ■ Unit owners are responsible for verifying contractor liability insurance and will be held responsible for any damage or charges for cleaning/removal of debris in common areas or adjoining units due to negligence.	● Prior Review by Architecture Review Committee and Board decision regarding approval. ● Property Manager must make decision regarding approval of any exceptions to work hours. ● Property Manager arranges elevator pad installation. ● Property Manager must make decision regarding approval of storage of any tools or material in the Common Area. ● Property Manager must make decision regarding prior approval for any work occurring in the Common area. ● Property Manager must make decision regarding siting of dumpster or storage.
15. Damage to Property Page 7 ● Any damage to common areas or another Unit Owner's limited common area may result in a fine as well as cost of repair and any other related administrated costs to indemnify the damage.	

Homeowners Responsibilities	Management/Board Responsibilities
16. Eastwood Room Page 7 ● Unit Owners must submit Room Reservation Form and Security Deposit to Property Manager through the Shared Documents Portal in AppFolio. ● Unit Owner must be present at the event and event must be contained within the reserved area. ● Children must be attended at all times; doors may not be propped open and smoking is not allowed. ● Events are not open to the public; only invited guests are allowed, and room may not be used for partisan/for-profit purposes. ● Events must conclude by 12 a.m., music must cease by 10 p.m. Unit owners will be responsible for noise tickets/complaints. ● Unit Owners are responsible for guest conduct and Eastwood assumes no guest liability. ● Unit Owner must clean up after event and return room to original condition. ● **Consequences:** Damages may result in fines, forfeiture of security deposit and right to use of space.	● Property Manager must make decision regarding approval of application and obtain security deposit. ● Property Manager will advise Maintenance Staff of equipment needs. ● Property Manager will verify room is left in proper order.
17. Enforcement of Rule Violations Page 8 ● Village of Shorewood infractions should be reported to Shorewood Police Department. ● Association infractions should be reported to Property Manager with description, time/place, name of offender and unit number as well as name, unit number and telephone number of reporting Unit Owner or Resident. ● Association may seek counsel for resolution. If successful, Association shall recover costs as determined by the court. ● Unit Owner may appeal allegations in writing to Property Manager within (30) days receipt of violation.	● Property Manager will resolve the matter or refer it to the Board for a decision.

Homeowners Responsibilities	Management/Board Responsibilities
18. Fees, Fines and Assessments Page 8 ● Pay assessments on the first of the month either through check mailed to Colliers International or scheduled through AppFolio. ● Homeowners are subject to a $40 late fee if 10 days late, referral to attorney if 60 days delinquent, filing of a lien if delinquency is equivalent to three months of assessments, and foreclosure if delinquency is equivalent to five months of assessment. ● Homeowner acknowledges the fine schedule as defined in Item 18B and summarized here: ■ 1. WRITTEN WARNING for first violation. ■ 2. FIFTY DOLLARS ($50.00) for any second violation. ■ 3. ONE HUNDRED DOLLARS ($100.00) for each successive violation. ■ 4. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board. ■ 5. Under certain circumstances, the Board may assess a fine of FIVE HUNDRED DOLLARS ($500.00) for violations of the Condominium documents. ■ 6. The Board may also assess a unit owner for the attorney fees incurred in collecting fines and assessments.	● Property Manager will maintain a database of all warnings, fines, and assessments. ● Property Manager will provide up-to-date information to legal counsel. ● Property Manager will implement delinquency procedures as appropriate. ● Property Manager will monitor payment of fines and assessments. ● Special assessments may be imposed to cover extraordinary expenses.
19. Fire and Smoke Detection Page 10 ● Owner must maintain smoke detectors in their Unit.	● Property Manager schedules regular service of fire detection system.
20. Grievance Committee Rules and Procedures Page 11 ● Appeal in writing to Property Manager within (30) days receipt of enforcement procedure.	● Board shall appoint Grievance Committee for final determination. ● Committee decision of appeal shall be conclusive.
21. Grills Page 11 ● Use and storage of grills, hibachis, or similar cooking devices on balconies/patios is not allowed. ● No such equipment will be allowed elsewhere on the grounds without approval from Property Manager.	● Property Manager must make decision regarding approval of any placement of grills but only if more than 10 feet from any structure.

Homeowners Responsibilities	Management/Board Responsibilities
22. Guests Page 11 ● Unit Owners shall be responsible for all actions of Residents/Guests.	● Property Manager will mail notice of Residents/Renter/Guest infractions to the Unit Owner.
23. Hallway Obstructions Page 11 ● Items may not be left outside unit entrances, hallways, garage, or other common areas. ● **Consequences:** Unit Owner will be responsible for administrative costs of removal.	● Property Manager may remove any items from common areas.
24. Home Offices Page 12 ● Unit Owner may operate an office out of the Unit ONLY IF: ■ No signage, billboard, or advertising of any form is displayed outside the unit. ■ No retail business is conducted where a sale is actually consummated within the unit. ■ No business is conducted putting unreasonable burden on any utility facilities serving the property. ■ No business is conducted jeopardizing insurance carried by or premiums increased of the Association. ■ No business is conducted prohibited by federal, state, county, or local law, ordinance, or regulation. ■ No business is conducted that will cause traffic or pedestrian congestion or parking scarcity within the condominium. ■ No conduct of any type of activity reasonably considered offensive or obnoxious to any other unit Owner.	

Homeowners Responsibilities	Management/Board Responsibilities
25. HVAC Page 12 ● Common Area ■ Residents and Guests may not adjust or tamper with any systems/thermostats serving the common area. ■ **Consequences:** A fine plus any repairs, labor and related costs may be assessed to the Unit Owner. ● Individual Units ■ Unit Owners own and are responsible for maintenance, repair, and replacement of HVAC equipment. ■ Do not call Property Manager for A/C issues; this is the responsibility of the Unit Owner. ■ Apply IN ADVANCE to Architectural Review Committee if A/C needs to be replaced. ■ IF service, repair, or replacement of A/C is required, submit an application in AppFolio to arrange for rooftop access for vendor.	● Property Manager will schedule HVAC maintenance in the Common Areas. ● Property Manager will schedule access to rooftop A/C units. ● Property Manager will not respond to HVAC issues related to Owner Units, as this is an Owner responsibility.
26. Insurance Page 13 ● Owners and Renters must carry homeowner's/renter's insurance. See Item 26 for specific guidelines for owners insurance ● Unit Owners should upload policy statement to their AppFolio profile. ● EOA Certificate of Insurance coverage is located in AppFolio Shared Documents Folder. ● Owners and Renters should report claims involving personal property to their insurance agent. ● Report Property and Personal Injury Incidents to Property Manager immediately. ● No Unit Owner is to file a claim directly with the Association's insurer. ● For procedures during the event of a Loss, refer to Item 26 of the Rules and Guidelines.	● Property Manager will post current EOA Certificate of Insurance in AppFolio Shared Documents folder. ● Property Manager files claims with EOA insurer as needed.

Homeowners Responsibilities	Management/Board Responsibilities
27. Keys and Building Security Page 14 ● Unit keys allow access to building, unit, mailbox, locker, garage service door, and Eastwood Community Room. ● Additional keys can be purchased from Badge Lock & Key at 2000 N. Farwell Avenue. ● If a lockout occurs during business hours, the Owner/Resident may call the Property Manager for assistance. After hours, all costs associated with the service to assist will be the responsibility of the unit owner. ● If locks are changed from the master system, Owners must supply Property Manager with a set of keys for emergency purposes ● If emergency occurs and key is not on file, Owner will be responsible for all charges/damages associated with entry.	● Onsite staff may assist with Owner/Resident lockouts during business hours. ● Property Manager will store all keys in a secured lock box.
28. Landscaping Page 14 ● Unit Owners and Residents may not pick/trim flowers, shrubs, bushes, or trees without authorization of Landscape Committee. ● Unit Owners and Residents are not permitted to plant flowers, vegetables or other flora in the common areas. ● Outdoor planters, ornaments, bird feeders, etc. must be kept within the confines of the Unit balcony or patio.	● Landscape Committee must approve all plants, flowers, lighting, and other decorations in the common area.

Homeowners Responsibilities	Management/Board Responsibilities
29. Maintenance and Repairs Page 15 ● Unit Owner at their own expense shall furnish and be responsible for all maintenance of, repairs to, and replacement within the unit, including but not limited to: ■ Water Heaters ■ Circuit Breakers ■ Thermostats ■ GFCI Circuits ■ Air Conditioners ■ Smoke Detectors ■ Fans ■ Baseboard Heaters ■ Patio Doors/Windows ■ Locks ● Unit Owner/Renter must keep balcony/patio in safe and orderly condition. ● Unit Owner is liable for any damages through their fault or negligence to another Unit Owner's property. ● If any common elements are damaged through fault/negligence of Unit Owner, Resident or guest, Unit Owner will be responsible for cost of repair or replacement of damaged common element. ● A list of preferred vendors can be found in the Shared Documents folder on AppFolio.	● Property Manager will post an updated vendor list on the Shared Document folder ● Do not contact Property Manager for maintenance of, repairs to, and replacement of any in-unit items. This is the responsibility of the unit owner.

Homeowners Responsibilities	Management/Board Responsibilities
30. Mold Prevention Page 15 ● Owner and Residents are required to maintain appropriate climate control to prevent mold from accumulating in unit. ● Owner and Residents must remove visible moisture accumulation from windows, sills, walls, floors and other surfaces. Do not block or cover any heat baseboard, ventilation, or air conditioning units. ● Immediately notify Property Manager and submit Maintenance Request in AppFolio for any of the following: ■ Evidence of water leak, water infiltration or excessive moisture in unit from balcony, patio or storage locker, ■ Evidence of water leak, water infiltration or excessive moisture in common areas, ■ Evidence of mold or failure/malfunction in heating ventilation or air conditioning. ● **Consequences:** Unit Owner shall be assessed for all cleaning and remediation costs incurred to remove mold, damage to condominium and personal property resulting from non-compliance of preventative maintenance and notice requirements.	● Upon receiving notice or complaint, Property Manager will investigate and take action as appropriate. ● When warranted, Property Manager will refer the issues to the Board of Directors.
31. Moving Guidelines Page 16 ● Submit a Maintenance Request in AppFolio at least two (2) business days before moving in/out. ● Contact Property Manager for best location for the movers to gain access to unit. ● Moving vans may not block entrances to garages, parking areas or emergency entrances. No vehicles allowed in courtyard. ● Any fire doors temporarily propped open during the move must be closed after moving is complete. ● Elevators may not be held open for more than (3) minutes. ● Moving is only allowed between the hours of 8 a.m. - 7 p.m. ● Packing paper and boxes must be emptied, flattened, and placed in recycling dumpster. Shredded paper, styrofoam, packing peanuts and air pillows must be discarded in the trash/garbage dumpster. ● **Consequences:** Any property damages, attorney fees or other costs incurred by the Association are the responsibility of Unit Owner.	● Property Manager will ensure elevator pads have been placed in building's elevator.

Homeowners Responsibilities	Management/Board Responsibilities
32. Noise Levels Page 16 ● If noise violates Village of Shorewood ordinances, contact the Village of Shorewood Police. ● Reference these items of the official Rules and Guidelines: ■ Assistance Animals ■ Eastwood Room Rules ■ Moving Guidelines ■ Remodeling, Replacing, Redecorating	
33. Occupancy Limits Page 16	
34. Parking, Includes Indoor and Outdoor Page 17 ● There are specific rules and guidelines for indoor and outdoor parking and garage use. While the parking space and locker are your limited common elements, the garages are a Common Area and the rights of others take precedence. It is important to be fully aware of the restrictions so please read thoroughly Item 34.	● Property Manager will maintain a database of owners of parking spaces. ● Property Manager will order remote garage door opener upon request. ● Property Manager will keep supply of three-day permits in office lobby. ● Seven-day parking requests need approval by the Property Manager. ● Longer term parking requests need approval by the Board. ● Parking Monitor will report illegal parking to Shorewood Police Dept. or towing company as appropriate.
35. Pets/Animals Page 19 ● No animals, reptiles or birds shall be permitted anywhere on the condominium property. ● The only exception to this rule will be assistance or emotion support animals.	

Homeowners Responsibilities	Management/Board Responsibilities
36. Refuse Page 20 ● Garage floor drains and sump pump basins are not to be used for disposal of any trash. ● Hazardous waste may not be placed in garbage/recycling dumpsters or storage lockers. ● Garbage may not be stored or left on balconies/patios or in storage lockers. ● Garbage may not be left outside the dumpsters or any common areas. ● Owner must contract separately for removal of mattresses, appliances, electronics, and furniture. ● Contractors are required to remove all items from projects to offsite disposal site or private dumpster. ● See Moving Guidelines page 16 for moving-related refuse. ● Dispose of garbage in trash dumpsters and ONLY recyclables in recycling dumpster.	● Property Manager will monitor contract for regular refuse removal.
37. Remedies Non-Exclusive Page 20 ● Reference Rules and Guidelines for language regarding remedies, disputes, rights and other enforcement actions.	
38. Remodeling, Replacing, Redecorating Page 21 ● Contact Property Manager if planning to upgrade appliances or make improvements to your unit. ● Submit plans to the Architectural Review Committee. ● Unit Owners should verify that vendors carry liability insurance and notify neighboring Units of work. ● Work may be scheduled Mon.–Fri. 7 a.m. to 6 p.m. and Sat. 9 a.m. to 3 p.m. ● Commercial vehicles may not park in garages. ● For more specific guidance regarding replacement of appliances and windows and painting or flooring, refer to Item 38 in the Rules and Guidelines. ● **Consequences:** If non-compliance occurs, Association may assess a fine plus any costs to rectify the situation.	● Property Manager will keep Architecture Review Packet current and posted in Shared Documents folder on AppFolio. ● Property Manager will maintain a supply of pamphlets describing the Village building permit requirements. ● Property Manager will post the Architectural Review Application guidelines in the Shared Documents folder on AppFolio. ● Board will appoint the Architectural Review Committee. ● The Architectural Review Committee will review all Owner plans and submit to the Board for final approval.

Homeowners Responsibilities	Management/Board Responsibilities
39. Rental of Units Page 23 ● Owner must receive written approval of the Property Manager before a unit can be rented. ● No more than (22) units at Eastwood may be rented at any time without approval from the Board of Directors. ● No unit may be leased for less than one full year, with shorter-term extensions allowed after the first-year lease is completed. ● Short-term rentals are prohibited on VRBO, Airbnb and similar sites. Advertising for short-term rentals is also prohibited. ● A copy of the lease must be provided to Property Manager within (7) days of lease signing. ● The Unit Owner is responsible for providing proof of Landlord liability insurance to the Property Manager prior to or within seven (7) days of Unit occupancy. ● Unit Owners must coordinate the Renter's move-in/out procedures with the Property Manager. ● Unit Owner is responsible for providing Renters with the Handbook. ● Unit Owner is responsible and liable for all actions of his/her renters.	● Property Manager will maintain a database of all units that are rented. ● Property Manager will maintain a record of all leases. ● Property Manager will maintain record of landlord liability insurance. ● Board shall consider any requests that will exceed the rental limit.
40. Rummage/Estate Sales Page 23 ● Rummage/Estate sales are not permitted.	
41. Sale of Your Unit Page 23 ● For more information on "Sale of your Unit," please reference Item 41 of the Official Rules and Guidelines.	
42. Shopping Carts Page 24 ● Shopping carts are for resident use only. ● Shopping carts are not to be left in hallways, in one's unit, or near the elevator.	● Property Manager will monitor availability of shopping carts in each garage.

Homeowners Responsibilities	Management/Board Responsibilities
43. Signs Page 24 ● Owners may not display, hang, store or post any sign outside their unit, hallway, or elsewhere without prior permission from Property Manager. This includes "For Sale" and "For Rent" signs. ● "Open for Inspection" signs may be displayed temporarily during an open house. ● Political signage may be displayed for candidates running for public office. For further guidelines, please reference Item 43 of the official Rules and Guidelines.	● Property Manager must make decision regarding any signage.
44. Smoking Page 25 ● Smokers are encouraged to install air purifiers and NOT smoke in bathrooms or kitchen. ● Smoking is banned in all elevators. ● Smoking or dropping cigarette butts or ashes in common areas is prohibited. ● Discarding cigarette butts in common and/or limited common areas are prohibited.	

Homeowners Responsibilities	Management/Board Responsibilities
45. Snow Removal Page 25 ● All vehicles must be removed from outdoor lots by 8 a.m. during snow season (November 1–April 15) when necessary to allow for snow removal. ● Owners must keep their balcony/patio clear of snow, ice, and water.	● Property Manager will monitor snow removal contract.
46. Solicitation Page 25 ● No solicitation is allowed without prior written consent of the Property Manager.	● Property Manager must make decision regarding approval of solicitation requests.
47. Storage Lockers Page 26 ● No hazardous, flammable, or combustible materials may be stored in storage lockers. ● Items may not be hung from fire sprinkler lines that run through storage lockers. ● Owner must provide at least 12" clearance to ceiling and around fire sprinklers. ● Freezers, refrigerators or any electricity-using device may not be used in storage lockers. ● Electric vehicles, batteries and the like may not be recharged in garage storage areas. ● Storage room lights should be turned off when room is not occupied. ● The riser between parking space and storage locker must be free of all items except bicycles. ● Owners are responsible for damages to items stored in their lockers.	
48. Water Damage and Prevention Page 26 ● Owners are responsible for monitoring any signs of water intrusion into their Unit. ● Interventions are dependent on the source of the water intrusion. Refer to Item 48 of the Rules and Guidelines for more specific actions.	● Property Manager will arrange for repair when it is the Association's responsibility.

Part II - Rules and Guidelines

Air Conditioner

See HVAC Page 12.

1. Alterations to a Unit

1. A Unit Owner may not make any alterations or structural changes to an individual unit without the prior application to the Architectural Review Committee and approval by the Board of Directors.
2. Unit Owners may make NO alterations to the common or limited common elements, balcony/patio or exterior walls of the building including but not limited to installing plant hangers and flag holders.
3. Any changes made without approval are subject to a fine. In addition, the Board can authorize removal or repair of the alteration or structural changes and assess this cost to the Unit Owner.

See also Contractors page 5 and Remodeling, Replacing, and Redecorating page 21.

Antenna

See Balconies and Patios page 3.

2. Anti-Discrimination / Anti-Harassment

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.

Prohibited harassment includes both "hostile environment" and "quid pro quo" harassment.

"**Hostile environment**" 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 applies only 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.

Prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or used 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.

"**Quid pro quo**" harassment is an unwelcome request or demand as a condition of providing services or facilities. Commonly quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by a Unit Owner or Resident, or sexual favors are required for an Association service or access to an Association facility, which would otherwise be available to the Unit Owner or Resident.

Any owner/resident or employee/agent of the Association who believes he or she has been subjected to, or has witnessed, actions the may constitute a violation of this AD/AH policy must promptly 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 policy becomes severe or pervasive.

This AD/AH policy is intended to apply to every Unit 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 of the Association, or penalties, including fines, if the violator is a Unit Owner or Resident of the Association.

A copy of the complete policy is available in the Shared Documents folder on AppFolio.

3. Assistance and Emotional Support Animals

1. Unit Owners and Residents with assistance or emotional support animals must complete an application and documentation for said animal **BEFORE** bringing it on the property. The Assistance Animal policy and renewal/application form are available in the Shared Documents folder on AppFolio.
2. Unit Owners and Residents with approved support/service animals must have on file with the Association by January 31st of each year proof of compliance with annual licensing requirements of the Village of Shorewood, and proof of certificate from a licensed veterinarian of distemper and rabies shots.
3. All animals must be crated, or restricted on a leash no longer than six feet in length by a person capable of controlling the animal whenever the animal is within the Association's common area, e.g., hallways and courtyard.
4. The Unit Owner and Resident are responsible and liable for any damage to property or injury caused by the animal.
5. Those responsible for the animal shall immediately clean up any excrement and carry an implement for pickup at all times when walking their animal.
6. No animal may create an undue disturbance for other Residents. The Unit Owner and Resident will be held responsible for immediately remedying any excessive odors, noises, or complaints of allergens associated with the animal that may come from neighboring Residents.
7. Animals may not be left untended in limited common areas including but not limited to balconies/patios and garages.
8. Visiting animals are not allowed on the grounds or in any unit. If your visitor or guest has an assistance or emotional support animal and you would like to request an accommodation to this rule, you must get prior approval from the Property Manager.

See also Common and Limited Common Areas page 5 and Pets page 19.

Association Fee

See Fees, Fines, and Assessment page 8.

4. Balconies and Patios

1. Unit Owners and Residents are responsible for keeping balconies/patios in a clean and orderly condition.
2. Balconies/patios are not to be used as storage areas.
3. Hanging items such as laundry, clothing, household items, or rugs on balconies/patios is prohibited.
4. Balcony/Patio walls may not be painted, decorated, or adorned, nor may anything be installed on the walls.
5. The following rule applies to any owner who installs a satellite dish, CB radio, 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.
    c. In the event that adequate reception quality cannot be achieved by installation on the unit's balcony/patio, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
    d. Satellite dishes or antenna cannot be attached to the balcony railings. The satellite dish must be placed on a stand in the balcony/patio area.
    e. 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 front or side of the unit and may not penetrate the building's masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).
    f. 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.

6. Unit Owner or Resident may not install any canopy, awnings, or screens, fixtures or like items on the balcony/patio without the prior written consent of the Board of Directors.

7. No permanent or temporary modifications may be made to deck surfaces, nor any changes that affect the 42-inch rail height as measured from the deck surface to the top of the railing as required by Village of Shorewood Code.

5. Bicycles

1. Bicycles are the personal property of the Resident. Thus, it is your choice as to where to store your bike. The options are leaving it on the riser in front of your assigned parking space, putting it in the storage locker, or attaching to outdoor bike rack.

2. Bicycles are not to be attached to light poles or railings.
3. Bicycles cannot be wheeled on carpeted areas.

6. Building Security

1. Building entrance and service doors may not be left open or propped open. Unit Owners must keep the doors locked unless a Resident or guest is at the door to control entry.
2. Garage doors shall be opened only while a vehicle is entering or exiting the building.

7. Bulletin Board and Official Notifications

1. The bulletin Board on the parking level of each building and near the elevators is the approved and official place for communicating any necessary notice or information to Unit Owners and Residents.
2. Unit Owners and Residents may post notices pertinent to Eastwood interests on the bulletin boards, including but not limited to items for sale or parking spaces for rent. Notices must be dated and the Unit number clearly noted. Notices may remain posted for a maximum of fourteen (14) days.

8. Cable and Wi-Fi

Unit Owners and Residents have two options for cable television and Wi-Fi — Spectrum and AT&T — at owner expense. Prior to installation, check with the Property Manager for the location of the master control box that the installer will need to access.

9. Capital Contributions

Each time ownership of a Unit is transferred from one party to another, in whole or in part, the new Owner must make an initial capital contribution of 0.3% of the sale price. The following transfers are exempt from paying the fee:

1. When the transfer is to a trust where the sole beneficiary is the donor and the Owner;
2. When the transfer is solely between spouses;
3. When the transfer is solely between a parent and his/her/their child;
4. When the transfer is to or from the Association;
5. When the transfer is by a current Unit Owner who is concurrently purchasing another Unit within the Association.

10. Christmas Trees and Wreaths

1. Unit Owner is responsible for any damage caused by bringing a live Christmas tree or wreath through the hallways.

2. To dispose of a live tree, throw it off the balcony/patio no later than January 7th and submit a maintenance request on AppFolio to notify the Property Manager to arrange for Village of Shorewood pickup.
3. To dispose of a live wreath, place it in a large, tied plastic bag, and put it in the trash dumpster.
4. If these rules are not followed, the Unit Owner will be fined as well as assessed the administrative costs to clean up any debris left in the hallways or other common areas, and actual costs to remove the tree if the Village of Shorewood deadline has passed.

11. Combustible Substances

No Unit Owner or Resident shall keep in any Unit or anywhere on the Eastwood property any combustible substances except for normal household use as designated by the manufacturer.

12. Common and Limited Common Areas

Common Areas consist of the courtyard, stairs, landings, garages and all property owned in common as defined in the Declaration.

There shall be no obstruction of the common areas and nothing shall be temporarily stored in any common area without the prior written approval of the Property Manager.

Limited Common Areas consist of balconies and patios and are maintained by the Association for the primary benefit of the Unit Owners and Residents.

13. Common Area Activities

1. Activities that threaten safety and security are prohibited including but not limited to throwing objects in the interior of buildings, walking in the fountain, skateboarding, batting, or throwing hard balls.
2. If a Unit Owner or Resident removes or damages landscaping, the Unit Owner will be assessed for replacement, labor and other related costs.
3. If a Unit Owner or Resident damages common area property including but not limited to light poles, bike racks, flowerpots, and benches, the Unit Owner will be assessed for replacement, labor and other related costs.

14. Contractors

1. Unit Owners shall furnish any contractor performing work on the Condominium premises on the Unit Owner's behalf with a copy of this section of Rules and Guidelines pertaining to Contractors, along with the name, address, email, and phone number of the Property Manager.
2. Unit Owners shall be responsible for any violations of the Rules and Guidelines by any contractor performing work on the premises on their behalf.
3. Work shall be completed so as not to affect adversely other Unit Owners and according to the Board's rules and guidelines.

4. Demolition, remodeling and redecorating may be done only during normal business hours (M–F 7:00a.m.–6:00p.m., Sat 9:00a.m.–3:00p.m.), except that hammer, drilling or high noise operations are allowed only M–F between 8:30a.m.–5:00p.m. Work during any other hours must be pre-approved in writing by the Property Manager.
5. Flooring
    a. Any drilling into the concrete is prohibited.
    b. A sound deadening underlayment must be installed per manufacturer's specifications beneath tile, wood and hard surface floors.
6. Keys for Contractor Access
    a. All building and Unit keys must be obtained from the Unit Owner or the person designated by the Property Manager.
    b. Keys must be picked up and returned daily.
7. Contractor vehicles may not block driveways, roads, or alleys. Commercial vehicles may not park in the garages.
8. Transporting and delivery of materials to and from a Unit may occur only during normal business hours M–F 7:00a.m.–6:00p.m. If the elevator is to be used, the Unit Owner must submit a maintenance request on AppFolio at least two business days in advance so that elevator pads are installed.
9. Carpet runners, drop cloths, and corner protection shall be used to protect common areas when moving large objects through the buildings. These items shall be supplied by the Contractors and removed during non-working hours.
10. Contractors shall clean any common area, including but not limited to stairwells, hallways, elevators, and lobby if carpet filaments, drywall dust, etc. is left behind.
11. Tools or materials shall not be left in the common area, except during loading and unloading. The Contractor shall remove all of the Contractor's materials from the building daily unless they have prior approval from the Property Manager.
12. No work shall be performed in the common areas, except with prior written approval from the Property Manager. Hallways, stairwells, and elevators cannot be blocked at any time.
13. <u>Removal of construction, demolition materials</u>
    a. The general contractor and/or subcontractor(s) shall make arrangements to obtain a dumpster for discarding of materials. The dumpster shall not interfere with the ingress and egress of any building or garage doorway. Dumpster siting must get prior approval from the Property Manager.
    b. No project debris may be deposited in Eastwood trash dumpsters. The Unit Owner will be held responsible if these provisions are ignored.
14. <u>Conduct</u>
    a. Professional conduct is required at all times while on the premises. Loud playing of music, offensive language, or obscenities in any unit or common area is prohibited.
    b. Smoking is not allowed in the common areas.
15. <u>Building emergencies</u>

    The Property Manager shall be notified of all building emergencies caused in conjunction with demolition, redecorating or remodeling work in a unit. If after hours or the Property Manager is unavailable, contact the Colliers emergency number.

16. Liability
    a. Unit Owners are responsible for verifying that their vendors carry liability insurance.
    b. Unit Owners having work done will be held responsible for any and all damage, insurance deductible or any extra charge for the cleaning, removal of debris to the common areas and/or adjoining units as a result of contractor or carrier work or negligence.

See also Alterations to a Unit page 1, Remodeling page 21, and Parking page 17.

15. Damage to Property

If a Unit Owner or Resident causes damage to the common area or another Unit Owner's limited common property, the Unit Owner will be fined in accordance with Section 18B below and also be responsible for the cost of repair as well as any administrative costs related to the repair of the other Unit Owner's property or Eastwood common area property.

See also Eastwood Room page 7 and Maintenance page 15.

Delinquency

See Fees, Fines, and Assessment page 8.

16. Eastwood Room

The Eastwood Room, accessible from the Oakland Avenue entrance to the 3942 building, can be reserved for private use by Unit Owners in good standing with the Eastwood Owners Association, Inc. according to the following rules:

1. Unit Owner must submit the Room Reservation Form and security deposit to the Property Manager prior to any event. Contact the Property Manager for reservation questions or assistance. Room Reservation forms are in the Shared Documents folder on AppFolio.
2. Unit Owner must be present for the event.
3. Out of respect for other residents, functions MUST be contained to the reserved area. The Eastwood Room lobby is not part of the reserved area.
4. Children must be attended at all times.
5. Doors may not be propped open for any reason. There is a doorbell outside the entrance.
6. Smoking is not allowed in the Eastwood Room or in any common areas of Eastwood.
7. Events held in the Eastwood Room are for invited guests only; they are not open to the public and may not be used for partisan or profit-making purposes.
8. Parties must conclude by 12:00 midnight. Music must stop by 10 p.m. All noise must be in accordance with the Village of Shorewood ordinances.
9. If the Shorewood Police are called to your event and a ticket is issued, the Unit Owner is responsible for the ticket and will lose all future privileges of renting the Eastwood Room.
10. The Unit Owner is responsible for guest conduct during the event.

11. Eastwood Owners Association assumes no guest liability.
12. The Unit Owner is responsible for leaving the room clean and in order. Any damage to the room and/or its furnishings will be the Unit Owner's financial responsibility. The security deposit may be forfeited and additional charges may be assessed for cleaning and/or damages. In addition, the Unit Owner may forfeit future use of the Eastwood room.

17. Enforcement of Rule Violations

1. If an alleged violation is an infraction of a Village of Shorewood ordinance or any other law, it should be reported to the Shorewood Police Department.
2. If an alleged violation is an infraction of Association rules or policy, it should be reported in writing or by email to the Property Manager and must contain the following:
    a. A brief description of the observed violation(s) and photos if appropriate;
    b. Time and place of the occurrence(s);
    c. Name of offender and Unit number, if known;
    d. Name, Unit, and telephone number of the reporting Unit Owner or Resident.
3. When the Property Manager receives a formal complaint, he/she shall attempt to resolve the matter by:
    a. Sending an email and/or letter to the alleged violator, and/or
    b. Obtaining voluntary correction of the violation, and/or
    c. Negotiating a solution among the involved parties and/or
    d. Referring the matter to the Board of Directors for a decision regarding a fine or other consequences.
4. The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, shall be entitled to recover the costs of the proceeding and the actual attorney fees the Association incurred in the enforcement action.
5. A Unit Owner may appeal any enforcement procedure employed by the Board of Directors, including fines but not including arrearages of monthly Association fees, by writing a letter to the Property Manager stating the reason for the appeal. This appeal must be received within thirty (30) days of notice of the action leading to the appeal.

See also Fees, Fines, and Assessments page 8 and Grievance Committee Rules and Procedures page 11.

18. Fee, Fines, and Assessments

18A. Monthly Association Fee

1. Each Unit Owner is assessed a basic monthly fee to support the common expenses of the Association. The Board of Directors establishes the monthly Association fee in the annual budget process.
2. Monthly Association fees are due on the first of each month.
3. Monthly Association fees may be paid online through AppFolio or by check mailed to Colliers International of Wisconsin, 833 E Michigan Street, Suite 500, Milwaukee WI 53202.

18B. Fines

The Board of Directors may levy a fine against a Unit Owner for violations of the Association's Declaration, By-Laws and Rules and Guidelines.

A fine is not a waiver of other remedies.

Fines will be subject to the standard collection procedure as detailed for delinquent condominium fines and monthly Association fees.

The schedule of fines is as follows:

1. A WRITTEN WARNING for a Unit Owner's or Resident's first violation of the Condominium Documents. In addition, the Property Manager or 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.
2. FIFTY DOLLARS ($50.00) shall be assessed against a Unit Owner or Resident 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. above). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.
3. ONE HUNDRED DOLLARS ($100.00) shall be assessed against a Unit Owner or Resident for each successive violation of the Condominium Documents.
4. Notwithstanding paragraphs (1-3) 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:
    a. The violation is in direct defiance of a previous mandate from the Board of Directors.
    b. The violation was malicious in its intent.
    c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
    d. 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.)
    e. The violation is of such a nature as to violate the security and safety of Eastwood Residents.

Each day that a violation exists shall be a new violation subject to a fine at the discretion of the Board.

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, and the enforcement of the Condominium Documents.

18C. Assessments

On occasion, the Association may need to

1. Recover costs incurred as a result of a violation, or
2. Impose a special assessment to cover extraordinary expenses impacting the entire condominium property.
3. These assessments are subject to the same collection procedures outlined below.

18D. Delinquency of Fees, Fines, and Assessments

1. If any assessment is not paid within **10 days** of the due date, the Unit Owner will be charged a $40.00 late fee.
2. When a Unit Owner becomes delinquent in the payment of any assessment, the account shall be referred to an attorney for collection after **60 days** of such delinquency.
3. Once a Unit Owner is delinquent by the equivalent to **three** monthly Association fees, the attorney will be instructed to file a lien on the unit and/or develop a repayment plan.
4. Once a Unit Owner is delinquent by the equivalent to **five** monthly Association fees, foreclosure proceedings will be initiated.
5. In addition to the delinquent amount, late fee, and the compound interest of 12% per annum due from the delinquency date, a referral for legal action will result in the Unit Owner being liable for all costs of collection, attorney fees, lien filing and costs of foreclosure.
6. If at any time the Unit Owner makes a partial payment on the delinquent account, the payment will be applied in the following order:
    a. Interest due
    b. Special assessments and fines
    c. All other costs and attorney fees
    d. Assessments, oldest to the newest.
7. Unit Owner may appeal any enforcement procedure employed by the Board of Directors, including fines but not including arrearages of monthly Association fees, by writing a letter to the Property Manager stating the reason for the appeal. This appeal must be received within thirty (30) days of notice of the action leading to the appeal.

See also Enforcement of Rule Violations page 8 and Grievance Committee Rules and Procedures page 11.

19. Fire and Smoke Detection

19A. Fire alarms

1. Fire alarms are connected directly to the North Shore Fire/Rescue.
2. Each Building is equipped with hallway fire alarms and pull stations connected directly to the North Shore Fire/Rescue, and fire extinguishers. Unit Owners and Residents should familiarize themselves with these locations as well as building fire exits.
3. Fire alarms are installed in each bedroom.

19B. Fire Extinguishers

Fire extinguishers are located on each floor near the elevator and the back stairs.

19C. Smoke alarms

1. Hard-wired smoke detectors are installed in every Unit.
2. Unit Owners are required to maintain the smoke detectors in the Units.

3. These are alarms only; residents must contact North Shore Fire/Rescue if an incident occurs.

Garage

See Parking page 17.

Garbage

See Refuse page 20.

20. Grievance Committee Rules and Procedures

1. A Unit Owner may appeal any enforcement procedure employed by the Board of Directors, including fines but not including arrearages of monthly Association fees, by writing a letter to the Property Manager stating the reason for the appeal.
2. This appeal must be received within thirty (30) days of notice of the action leading to the appeal.
3. The Board shall appoint three disinterested members of the Association to a Grievance Committee for final determination.
4. This Committee will review the enforcement action and a decision of that appeal shall be made within fourteen (14) days from the date of the appeal and shall be conclusive.
5. If no appeal is submitted within the 30 days, the fine shall be final and non-appealable.

See also Fees Fines and Assessment page 8 and Enforcement of Rule Violations page 8.

21. Grills

1. Eastwood prohibits the use and storage of grills, hibachis or other similar devices used for cooking, heating, or any other purpose on any balcony/patio or under any overhanging portion of the structure.
2. No such equipment shall be used elsewhere on the grounds without permission from the Property Manager. Approval of grill placement will only be possible if more than 10 feet from any structure.

22. Guests

Unit Owners shall be responsible for all actions of their Residents and guests. If an alleged offender is a Renter, a copy of all violation notices shall be sent by certified mail to the Owner of that Unit.

23. Hallway Obstructions

Items may not be left outside unit entrances, in the hallways, garages or any other common areas. This includes but is not limited to boots, mats, umbrellas, furniture, or other personal items. The Board reserves the right to physically remove any items from common areas if it is determined that a fire code

violation exists, and the Unit Owner will be responsible for any administrative costs related to the removal.

Heating

See HVAC page 12.

24. Home Offices

Eastwood residential units are to be used primarily for private dwelling purposes with the exception of the Professional Office Unit. A Unit occupant may operate an office out of their Unit but only if they:

1. Do not erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements or from outside of the Condominium;
2. Do not conduct a retail business out of their Unit by which a sale is actually consummated in the Unit;
3. Do not conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium;
4. Do not conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased;
5. Do not conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation;
6. Do not conduct a business that will cause traffic or pedestrian congestion or parking scarcity within the Condominium; and
7. Do not conduct any type of activity that would be reasonably considered offensive or obnoxious to any other Unit Owner.

25. HVAC (Heating, Ventilation, and Air Conditioning)

25A. Common Area Utilities

1. The Association maintains the heating and air conditioning systems in the common areas of all Eastwood property. Unit Owners and Residents are not allowed to adjust or tamper with the systems and thermostats that serve the common areas of the Eastwood property.
2. If a Unit Owner or Resident has adjusted or tampered with the heating or cooling systems, the Unit Owner may be fined. If a repair is required to the heating or cooling systems as a result of the tampering, the Unit Owner will be assessed for repair, labor and related costs.

25B. Individual Units

The Unit Owner owns the air conditioning components for the unit. The Unit Owner is responsible for Unit heating and cooling costs (WE Energies). The Unit Owner is also responsible for all costs for equipment maintenance, repairs, and replacement.

Heat: Units are heated by electric baseboards, which are controlled by room thermostats.

Ventilation: Exhaust fans over the kitchen range and in the bathrooms remove cooking odors, smoke, and humidity from the unit before it affects the air quality in the common hallway or neighboring units. The kitchen and bathroom fans exhaust air to the outdoors through shared stack roof exhaust vents. Utilizing A/C system fans can also help with air circulation.

Air conditioning: One or two rooftop air conditioners cool the units. Room temperatures are controlled by a separate thermostat for each A/C unit. A fan in the shaft circulates the air through in-wall ductwork.

NOTE: A/C thermostats are for A/C ONLY; any heat settings on an A/C thermostat are non-functional.

1. Each fan unit has a filter. It is usually located behind a ceiling grill outside the bathroom(s). Change the A/C filter seasonally. It is 20'x 20' x 1".
2. To avoid damaging A/C units, do not run if the outside temperature is less than 55 degrees.
3. Make sure the circuit breaker for the A/C is turned on. In 3916, there may be an additional switch located at your bathroom ceiling that must be turned to ON. Set the A/C thermostat to the desired temperature, the fan to “automatic,” and the control to “cool.”All air-conditioning vents, which are located near the ceiling, should be open.
4. If a call to a repair service is required, a Unit Owner can get a recommendation for vendors from the listing in the Shared Documents folder in AppFolio. All rooftop access doors are locked so if someone is servicing the A/C unit, call the Property Manager in advance so arrangements can be made for the service contractor to have access to the rooftop.
5. Condensation lines are behind the walls. Hearing water dripping during air conditioning season is normal. Seeing water dripping out of the ceiling where the air conditioning filter is located means condensation lines are plugged. Shut off the air conditioner and call a service contractor.

   If the A/C unit needs to be replaced, the Unit Owner must contact the Architectural Review Committee BEFORE purchasing a replacement, as there are specific structural and code limitations for the buildings.

26. Insurance

1. All Unit Owners and Renters must carry homeowner’s and/or renter’s insurance. It is the responsibility of the Unit Owner to upload their current insurance policy to the Insurance folder in AppFolio. Unit Owners’ homeowner’s polices should include:
   a. Coverage A with special perils coverage added, which changes the perils covered from “named perils” to “all risks unless excluded,” which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association’s master policy deductible(s) plus the replacement cost of all portions of the unit, and
   b. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association’s master policy deductible.
2. The Certificate of Insurance for the Association's coverage on the buildings and property is posted in the Shared Documents folder in AppFolio. Unit Owners may need this to get proper insurance coverage for their Unit.

3. Unit Owners and Renters should report any claim involving their personal property or unit to their insurance agent.
4. Property and personal injury incidents on Eastwood common property are to be reported immediately to the Property Manager.
5. No Unit Owner is to file a claim directly with the Association's insurer.
6. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

See also Rental of Units page 23.

27. Keys and Building Security

1. Unit keys allow entrance to your building, unit, mailbox, locker, and garage service door, as well as the Oakland Avenue (office) entrance of the 3942 building and the Eastwood Room.
2. Additional keys can be purchased from Badge Lock & Key, 2000 N. Farwell Ave.
3. While installation of individual locks is not recommended, Unit Owners whose locks are not part of the master system must supply the Property Manager with a set of keys to access the unit in the event of an emergency. The keys will be maintained in a secured lock box.
4. If a key is not on file and entrance to your unit is necessary because of an emergency, the Unit Owner will be responsible for the cost of entry and any damages incurred.
5. If a Unit Owner or Resident is locked out during office hours, staff may be able to assist. After hours or if no staff is available, contact the Association's emergency services and someone will be dispatched to assist. If the Association emergency service is called, the complete cost for services will be the responsibility of the Unit Owner.

28. Landscaping

1. The Landscape Committee must approve plants, flowers, lighting, and other decoration in the common area.
2. Unit Owners and Residents may not pick or trim any flowers, shrubs, bushes, or trees on the property without the authorization of the Landscape Committee.
3. Unit Owners and Residents are not permitted to plant flowers, vegetables or other flora in the common areas.
4. Outdoor planters, ornaments, bird feeders, etc. that belong to Unit Owners or Residents must be kept within the confines of the Unit balcony or patio.

29. Maintenance and Repairs

1. The Unit Owner at their own expense shall furnish and be responsible for all maintenance of, repairs to, and replacements within the Unit, including but not limited to:
    a. Water heaters
    b. Circuit breakers
    c. Thermostats
    d. GFCI circuits
    e. Air conditioners
    f. Smoke detectors
    g. Fans
    h. Baseboard heaters
    i. Patio doors and windows
    j. Locks
2. The Unit Owner or Renter must keep the balcony/patio in safe and orderly condition.
3. The Unit Owner is liable for any damages through their fault or negligence (See Damage to Property page 7) to another Unit Owner's property.
4. If any portion of the common elements is damaged through the fault or negligence of a Unit Owner, Resident, or guest, then the Unit Owner is responsible for the cost of repair or replacement of the damaged common element.
5. If a Unit Owner does not fulfill maintenance obligations or causes damage to a neighboring Unit or the condominium, the Association can perform the repair and charge this cost to the Unit Owner as an assessment. In addition, the Board of Directors reserves the right to fine a Unit Owner for such violations consistent with Section 18B, above.
6. A list of vendors recommended by other Unit Owners is posted in the Shared Documents folder on AppFolio.

See also Damage of Property page 7 and Remodeling and Redecorating page 21.

30. Mold Prevention

1. Unit Owner or Resident is required to maintain appropriate climate control, keep their unit clean, and take necessary measures to retard and prevent mold from accumulating in the unit.
2. Unit Owner or Resident is required to maintain a clean unit and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heat baseboards, ventilation or air conditioning ducts.
3. The Unit Owner must immediately notify the Property Manager and post a Maintenance Request in AppFolio, for any of the following:
    a. Any evidence of a water leak, water infiltration or excessive moisture in the Unit, from the balcony or patio or in your storage locker; and
    b. Any evidence of a water leak, water infiltration or excessive moisture in the common areas, e.g. hallways, stairwells, garage; and
    c. Any evidence of mold; and

   d. Any failure or malfunction in heating, ventilation, or air conditioning.
4. Unit Owner shall be assessed for all cleaning expenses and remediation costs incurred by the Association to remove mold, all damage to the condominium and personal property and any injury to Unit Owners and/or any Residents of the condominium resulting from the Unit Owner's failure to comply with the preventative maintenance and notification requirements.
5. Upon receiving a notice or complaint related to the above conditions, the Property Manager will investigate and take action, as deemed appropriate. When warranted, the Property Manager will refer the issue to the Board of Directors.

31. Moving Guidelines

The Eastwood Owners Association expects all Unit Owners or Residents to comply with the following rules regarding moving in or out:

1. Submit a Maintenance Request in AppFolio at least two business days ahead of the moving in/out date so that elevator pads are put in the building's elevator for the moving day. Contact the Property Manager to be advised of the best location for the movers to have access to your unit.
2. Moving vans may not block entrances to garages, parking areas or emergency entrances. No vehicles are allowed in the courtyard.
3. Any fire doors propped open temporarily during the move must be closed after the move is completed.
4. Elevators may not be held for more than three (3) minutes, and only to load or unload the elevator.
5. Moving is allowed only between the hours of 8:00 a.m. and 7:00 p.m.
6. Packing materials must be disposed of as follows:
   a. Boxes must be emptied, flattened, and placed in the recycling dumpster.
   b. Packing paper must be flattened and discarded in the recycling dumpster.
   c. Shredded paper must be discarded in the trash/garbage dumpster.
   d. Styrofoam, packing peanuts and air pillows must be discarded in the trash/garbage dumpster.
7. Any damages done to Eastwood property are the responsibility of the Unit Owner (in addition to any moving fines). The Association will perform any such repairs or replacement and assess the Unit Owner for those costs. If the damage is done upon Owner/Renter move-out, the Association may take other collection action against the Unit Owner including, but not limited to, pursuing a lawsuit for monetary damages. If successful, the Unit Owner is also responsible for the Association's attorney fees and other costs of collection.

32. Noise Levels

If a Resident feels that another Resident is violating Village of Shorewood noise ordinances, they should contact the Village of Shorewood Police Dept.

For specific rules regarding noise, see:

- Assistance Animals page 2
- Eastwood Room Rules page 7
- Moving Guidelines page 16
- Remodeling, Replacing, Redecorating page 21

33. Occupancy Limits

The maximum occupancy of any unit is limited to one family, of which the definition is:

1. An individual OR
2. Two or more persons related by blood, marriage, legal adoption or legal guardianship, OR
3. A group of not more than three persons who need not be related by blood, marriage, legal adoption, or legal guardianship, living together in a dwelling unit.

(Shorewood Code 535-6)

34. Parking, Including Indoor and Outdoor

Rules relating to **both** outdoor and indoor parking:

1. Vehicles with “For Sale” signs will not be permitted on Eastwood property.
2. Only operable and licensed vehicles are allowed on the property.
3. Recreational vehicles, boats, trailers, or commercial trucks are not to be parked on the condominium property - indoor or outdoor.
4. Vehicle maintenance and car washing are not permitted in the Eastwood garages or anywhere on the grounds.
5. Cooking or sleeping in vehicles on Eastwood property is prohibited.

34A. Indoor Parking and Garage

1. Vehicles entering have the right of way over those leaving; it is much easier to back up inside the garage than to back out into the street or up a ramp.
2. Drive slowly in the garage and watch for pedestrians.
3. For security reasons, when exiting the garage, wait until the garage door is closed before driving away. If exiting through the garage service door, make sure that it is completely closed.
4. Wait for the garage door to fully close before opening it again. Driving too close to the door or forcing it open with the remote as it is cycling closed is destructive to the door mechanism and may lead to garage door failure.
5. Every Unit has a permanently assigned and numbered indoor parking space and storage unit and they may not be sold. Lettered parking spaces are deeded separately and may be sold between Unit Owners. Parking space sales must be registered with the Property Manager.
6. A parking space belonging to a Unit is the property of the Unit Owner. Parking by others in this space is allowed only by permission of the Unit Owner.

7. Vehicles parked in unauthorized spaces may be ticketed by the Shorewood Police Department at the request of the Unit Owner.
8. Unit Owners may rent their parking space(s) only to another Eastwood Resident.
9. A vehicle may utilize one parking spot only, and vehicles may not park outside or beyond the designated lines. There is NO PARKING in any designated fire lane. No vehicle shall be parked in such a way as to obstruct access to another parking spot or common element traffic lanes.
10. Two-wheeled vehicles including but not limited to motorcycles, mopeds, or scooters are permitted in a parking space as long as the combined length with an automobile or truck does NOT exceed the length of yellow markings on the parking space.
11. The 1818 and 3942 buildings have a shared temporary parking space for the benefit of only those Unit Owners whose numbered parking space is located in another building. If vehicles are being parked in these shared parking spaces in a manner that circumvents or abuses the cooperative spirit of that space, the Board may apply fines per occurrence.
12. All vehicles must clear all areas of the underground garage including but not limited to overhead doors, pipes, and light fixtures.
13. Repair and administrative costs for any damage caused to the garage door or garage structure by a Unit Owner, Resident, or guest will be assessed to the Unit Owner.
14. Replacement and/or additional remote garage door openers may be ordered through a Maintenance Request on AppFolio. The Unit Owner will be contacted as soon as it is available and the cost will be charged to your AppFolio account.
15. All garages are smoke free.
16. The riser between a parking space and storage locker must be left free of any items, except for bicycles.
17. The garage is a closed environment, so turn off your vehicle's engine once you have parked.
18. No use of spray paint or anything emitting noxious fumes is allowed.

34B. Outdoor Parking (Oakland Ave. and Shorewood Blvd.)

1. Parking is permitted in the outdoor lots during daily business hours for commercial repair or service vehicles that are furnishing services to Unit Owners or to the Eastwood Owners Association, for the duration of their work.
2. Unit Owners and Residents may use the outdoor lots during the day for no more than a few hours for the convenience of unloading groceries or other short-term use.
3. The outdoor parking lots may NOT be used for overnight parking by Unit Owners or Residents.
4. Overnight use of the outdoor parking lots is only for guests with a permit. In special cases, permission for longer-term parking in the outdoor lots may be requested from the Board.
5. No commercial vehicles may be parked overnight on the Eastwood lots.
6. The hours of 11:00 p.m.–6:00 a.m. are considered overnight for parking purposes.
7. Vehicles parked overnight must have an Eastwood Visitor Parking Permit displayed on the driver-side dashboard and be easily readable from outside the car. The permit must be filled

out to display the Unit Owner or Resident's building, unit number, and the dates of the overnight stays. Missing or illegible information on the permit will be interpreted as parking without a permit.

8. Any vehicle parked overnight without a valid Eastwood permit will be subject to ticketing by the Shorewood Police Department after one warning.
9. There are two kinds of Eastwood Visitor parking permits:
    a. **Three (3)-Day Permits** are valid for a total of three overnight stays by a vehicle in a given month. Permit forms are available on the shelves outside the Eastwood office.
    b. **Seven (7)-Night Permits** are valid for a stay of up to seven nights in a given month. These special use permits must be obtained from the Eastwood Property Manager. Requesters must provide the make, model, color and license number of the car and the name and home address of its owner. The permit must display the Resident's building and unit number and the nights of the authorized stay.
    c. Permits may not be combined to allow more than seven nights' stay for any one car during a 30-day period.
    d. Any Unit Owner or Resident who seeks variance from these parking rules must receive approval from the Property Manager **before** the parking occurs. Fines incurred before approval of a variance will not be dismissed.
10. If a Unit Owner, Resident, or guest of an owner violates any parking restriction, the Association may, at any time thereafter and without further notice, make arrangements to tow or transport the vehicle to a storage facility. In such event, the towing charge and storage expenses incurred by the Association shall constitute an assessment against any Unit owned by the offending Unit Owner, even if the vehicle belonged to a guest or Renter of the Unit Owner.
11. If vehicles are being parked in a manner designed to circumvent the fundamental principle of the outdoor parking lots, the Board may apply additional fines or service charges on a per incident basis.
12. During the snow season (November 1 - April 15), all vehicles must be removed from the outdoor lots by 8:00 a.m. when necessary to allow for snow removal.
13. Moving vans may not block entrances to garages or parking areas, or to fire or traffic lanes.
14. Vehicles can be parked only on the asphalt parking lots.

35. Pets/Animals

1. No animals, reptiles or birds shall be permitted anywhere on the condominium property. If such pet shall be kept, the Association may assess a fine until the Unit Owner has complied. Such pet fine may be collected in the same manner as the assessments as provided in Article IX of the Declaration.
2. The only exception to this rule will be service animals or therapy animals for Residents with special needs. In this case, the Resident must request the exception in writing and provide written documentation to meet the requirements of the Fair Housing Act. All service or therapy animals must comply with the Rules in Section 3 above and otherwise be on a leash and controlled by the Resident when on any Eastwood common or limited common area.

See also Assistance and Emotional Support Animals page 2.

36. Refuse

Eastwood contracts with an outside firm for regular refuse disposal. All Residents are responsible for following Association and disposal company rules regarding the separation of trash and recycling into the appropriate dumpsters.

1. Garage floor drains and sump pump basins are not to be used for disposal of trash of any kind.
2. Hazardous waste, as defined by state and federal law, may not be placed in the garbage or recycling containers or storage lockers. Contact the Village Hall for the nearest location of a hazardous waste drop-off site.
3. Garbage may not be stored or left on balconies/patios or in storage lockers.
4. Under no circumstances should garbage be left outside the dumpsters or anywhere on the common areas of the Eastwood property.
5. Unit Owners or Residents must contract separately for removal of large items such as mattresses, appliances, electronics, and furniture. Arrangements may be made with the Village of Shorewood.
6. Unit Owners must make arrangements with vendors for removal of appliances and electronic items, or they may be dropped at the Village of Shorewood dumpsite, 3801 N Morris Blvd, on certain Saturdays. These items may not be left in or by Eastwood dumpsters.
7. Contractors or the Unit Owner are required to dispose of all items related to their project to an offsite disposal site at contractor or Unit Owner's expense.
8. The Unit Owner will be responsible for any violations by Residents of their unit.

36A. Trash/Garbage Disposal

1. All garbage and refuse placed in the trash dumpsters must be bagged and securely sealed.
2. Shredded paper must be bagged and placed in the trash dumpsters, NOT the recycling dumpster.
3. Packing materials including but not limited to packing peanuts, extruded foam shapes, Styrofoam, and inflated air pillows must be deposited in trash dumpsters.
4. All plastic bags must go in the trash, NOT the recycling.

36B. Recycling

1. Materials deposited in the recycling dumpsters must be washed and clean.
2. Recycling must be emptied directly into the dumpsters — NO plastic bags.
3. Packing boxes must be emptied, flattened, and placed in the recycling dumpsters.

37. Remedies Non-exclusive

1. The provision of these rules and guidelines shall in no way limit or restrict any other remedies or rights as set forth in the Declaration or the Condominium Act of the laws of the

State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

2. 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**.

38. Remodeling, Replacing, Redecorating

1. If planning to upgrade appliances and/or make improvements to your unit, contact the Property Manager as soon as possible for guidance on the Architectural Review process.
2. A pamphlet describing permit requirements is available outside the Eastwood office. Questions regarding the pamphlet or permits should be directed to the Building Inspector's Office at Shorewood Village Hall.
3. The Eastwood Architectural Review Committee reviews all Unit Owner plans for upgrades and improvements of the Unit to make sure that they are in compliance with the Village of Shorewood Building Codes, building structural limits and the Eastwood Declaration and By-laws. Plans can be submitted online in the "Compliance" or "Architectural Review" folder on AppFolio. Architectural Review Committee application guidelines are available in the Shared Documents folder on AppFolio. Final approval must be provided by the Board.
4. Unit Owners are responsible for verifying that their vendors carry liability insurance.
5. Unit Owners are responsible for notifying neighboring units (adjacent, above, below) of dates when work is being scheduled. A sample form letter for this purpose is in the Architectural Review application packet.
6. Work may be scheduled only M–F between the hours of 7:00a.m.and 6:00p.m., Saturday 9:00a.m.to 3:00p.m.
7. Commercial vehicles may not park in the garages.
8. If a Unit Owner or Resident does not fulfill obligations for notice and removal or causes damage to the condominium in the process of making improvements, the Association reserves the right to assess fines to a Unit Owner plus any costs to rectify the situation.

38A.Appliance Replacements

1. Some appliance replacements (dishwashers, hot water heaters, etc.) require building permits from the Village of Shorewood. Unit Owners must conform to all Village of Shorewood rules and regulations regarding plumbing and electrical work and obtain the proper permits. Failure to obtain the proper permits can result in fines from the Village of Shorewood.
2. Unit Owner must make arrangements with the vendor for removal and disposal of the old appliance(s). Items may not be placed in the trash or left near the dumpsters.

38B. Carpet/Flooring Replacements

1. Any drilling into the concrete is prohibited.
2. Unit Owner must include provision for a sound deadening underlayment to be installed beneath any tile, wood or hard surface floor installations.
3. Unit Owner may not block common areas including garages during the installation process without prior approval from the Property Manager.
4. No work shall be performed in the common areas, except with prior written approval from the Property manager.
5. Unit Owner is responsible for making arrangements for disposal of used carpeting, padding, and other flooring materials. These items cannot be put in the dumpster.
6. Unit Owner is responsible to do a prompt and thorough clean up of all common areas.

38C. Carpet Cleaning

1. The Property Manager organizes an annual carpeting cleaning option for Unit Owners and Residents.
2. When Unit Owners or Residents are making their own cleaning arrangements:
    a. Professional carpet cleaners must employ portable equipment, and
    b. Van mounted carpet cleaners are not allowed on the courtyard sidewalks OR inside the garages without prior approval from the Property Manager.

38D. Painting and Staining

1. Keep Unit door shut, open windows and use vent fans within the unit to dissipate odors.
2. Painter is responsible for disposal of paint and related items per Village of Shorewood ordinance. They are not to be disposed of in our dumpsters.

38E. Windows and Sliding Doors

1. Only two models of Andersen Windows are acceptable to ensure consistency of appearance: Windows and Patio Doors must be either “Andersen series 400”or “Renewal by Andersen.”
2. The color specification must be Terratone.
3. Windows that are flush and face outward must be casement style only.
4. Balcony windows that face into the balcony/patio may be either casement or slider.

38F. Air Conditioners

1. A/C equipment must meet both structural and code requirements of the Village of Shorewood.
2. All replacements must be reviewed by the Architectural Review Committee before purchase/installation with final approval from the Board.

See also Alterations to a Unit page 1 and Contractors page 5.

39. Rental of Units

1. A Unit Owner must receive the written approval of the Property Manager before a Unit can be offered for rent. No more than twenty-two (22) Units at Eastwood may be rented at any time without special approval of the Board of Directors.
2. No Unit may be leased for a period less than one full year, with shorter-term extensions allowed after the first-year lease is completed.
3. Short-term rentals are prohibited. This includes vacation rentals such as Airbnb and VRBO. Any advertising of a Unit as being available for short-term rental shall be considered a violation of this rule and subject to fines.
4. A copy of any lease must be provided to the Property Manager within seven (7) days of the lease signing.
5. The lease must designate that the use of the premises is subject to the Declaration, Bylaws, and Rules and Guidelines of the Association.
6. The Unit Owner is responsible for obtaining and providing proof of landlord liability insurance to the Property Manager prior to or within seven (7) days of Unit occupancy.
7. Unit Owner is responsible for providing Renters with a copy of the Rules and Guidelines prior to occupancy of the leased Unit. If this is not provided to the Renters, the Property Manager will provide the Renter with a copy and assess the cost of $35 to the Unit Owner.
8. Unit Owner is responsible to coordinate arrangements for moving in and out by Renters with the Property Manager and for covering any damages incurred to common property in the process of the move.
9. The Unit Owner is responsible and liable for the conduct and action of his/her Renters. Damage to common areas or limited common areas traceable to specific Renters are the liability of the Owner.
10. To ensure the safety and security of the Eastwood Community, any Unit Owner who violates these rules may be subject to fines and must post a lease and evidence of insurance or face additional penalties.

40. Rummage/Estate Sales

Rummage/Estate sales are not permitted anywhere on the Eastwood property.

41. Sale of Your Unit

1. Building code compliance is a Village of Shorewood requirement when selling. Contact the Building Inspector at the Village Hall to schedule an appointment. There is a charge for the inspection.
2. When listing a unit for sale with a real estate agent, these are the rules governing “open house” sign placement:
    a. On the day of the open house, a generic “open house” sign may be placed on the parkways (exterior) of the complex.

   b. Flags may be placed at the entrance of the building and a small informational sign may be placed in the mailbox lobby identifying which unit to buzz for entry.
   c. No “open house” signs are allowed in the courtyard.
   d. Once the open house has ended, all flags and signs must be removed promptly.
3. Realtor lock boxes must be placed in the wooden cabinet located in the front lobby entrance of the building. Real estate agents must inform the Property Manager if they are placing a lock box in one of our storage cabinets and must remove the lock box promptly when the Unit is no longer on the market. Lock boxes placed in any other area of Eastwood (on doorknobs, light fixtures, benches, etc.) will be removed by the Association.
4. Owner-Seller must provide a copy of the accepted offer to purchase to the Property Manager as soon as possible, so that the proper closing letters from the Association can be prepared on a timely basis.
5. Owner-Seller must supply Buyers with complete copies of the Disclosure Statement and Executive Summary, along with the Declaration, Bylaws, and Rules. Digital copies of the Declaration, Bylaws, and Rules documents are available for download from the Shared Documents folder on the AppFolio website; paper copies are available from the Property Manager at a cost of $35.00. If a copy of the Executive Summary or the Disclosure Statement is needed, the Property Manager can supply these at no charge.
6. Owner-Seller must provide buyers with copies of the current budget and the accountant’s most recent year-end financial statement. Electronic copies are available from the Property Manager at no charge.
7. Owner-Seller must pay the monthly Association Fee in full to the Association, through the month of closing, before closing letters from the Association can be released.
8. Buyers are required to pay a 0.03% Capital Contribution fee to the Association at closing.
9. Owner-Sellers must inform the Property Manager of their moving date and forwarding address.

Satellite Dish/Antenna

See Balconies and Patios page 3.

42. Shopping Carts

The Association provides shopping carts in each garage for Resident use only, as a convenience for moving items from the garage to your unit.

1. These carts are for short-term use only, and must be returned to the garage promptly.
2. Shopping carts are not to be left in the hallways, in one’s unit, or near or on the elevator.

43. Signs

1. Unit Owners or Residents may not display, hang, store, or post any sign outside the Unit, in a hallway or elsewhere, which may be visible from the outside of the Unit without prior permission of the Property Manager. This includes the use of “For Sale” or “For Rent” signs.

2. “Open for Inspection” signs may be displayed temporarily during an open house (see Sale of Your Unit page 23).
3. Unit Owners or Residents may display a political sign in a window of their unit which supports or opposes a candidate for public office or a referendum question in a current election under the following guidelines:
    a. Size – The size of the sign is not to exceed 24" X 24";
    b. Time of posting – A sign may be posted one month before an election;
    c. Removal of sign – The sign must be removed within 7 days after the election or vote;
    d. Language of sign – The sign shall not contain profane, lewd, or insulting language.

Smoke Alarms

See Fire and Smoke Detection page 10.

44. Smoking

To reduce secondhand smoke from flowing into common areas or neighboring Units, it is **strongly** recommended that Unit Owners and Residents use fans, install air purifiers, and refrain from smoking in bathrooms and kitchens. Smoking in bathrooms and kitchens is particularly problematic because units share common ventilation stacks.

The Eastwood Owners Association requires that all Unit Owners, Residents, and guests abide by the following rules:

1. Smoking is banned on any elevator in the Eastwood grounds. (Wis. Stat. 101.123(2)(a)).
2. Smoking or dropping cigarette butts or ashes is banned in any indoor common areas of the Eastwood complex. This includes, but is not limited to, hallways, stairwells, garages, and lobbies.
3. Discarding of cigarette butts and ashes in common and limited common areas, including onto other Unit Owner property, is banned. This would include but is not limited to the grounds, indoor property, balconies/patios, and indoor garage parking spaces.
4. The Unit Owner will be responsible for any violations by Residents of their unit.

45. Snow Removal

1. During the snow season (November 1 - April 15), all vehicles must be removed from the outdoor lots by 8:00 a.m. when necessary to allow for snow removal.
2. Unit Owners or Resident must keep their balcony or patio clear of snow, ice, and water.

46. Solicitation

No solicitation is allowed on the property without the prior written consent of the Property Manager.

47. Storage Lockers

1. Unit Owners and Residents are strongly encouraged to store all items in their storage locker in plastic bins to reduce moisture damage and infestation of rodents.
2. No hazardous, flammable, or combustible materials may be stored in the storage locker.
3. Items may not be hung from the fire sprinkler lines that run through the storage locker.
4. To allow for necessary air circulation, the Unit Owner or Resident must provide at least 1-foot clearance to the ceiling and around fire sprinklers.
5. Freezers, refrigerators, or any device using electricity on a regular basis may not be connected in the storage areas.
6. Electric vehicles, batteries and the like may not be recharged in the garage storage areas.
7. Storage room lights should be turned off when room is not occupied.
8. The riser between a parking space and storage locker must be left free of any items, except for bicycles.
9. Items in the storage lockers are the personal property of the Unit Owners or Residents who are responsible for any damage or replacement costs.

48. Water Damage and Prevention

Prevention

1. Unit Owners should routinely monitor ceilings, especially in bathrooms and closets, as well as exterior walls of the Unit, for signs of water intrusion.
2. Submit a Maintenance Request on AppFolio if there is missing or broken caulking on your balcony/patio.
3. Monitor seals around the patio door and window to ensure that they are tight fitting.

Intervention

1. If water is leaking WITHIN your unit from an appliance or a kitchen or bathroom fixture, it is your responsibility. Immediately shut off all water to your unit and contact your insurance agent and a plumber.
2. If water is leaking into a first or second floor Unit from above, contact the neighboring units in your stack to determine the source of the leak. You may need to get your homeowner's insurer involved.
3. If water is leaking in the ceiling of a third floor Unit, submit a Maintenance Request on AppFolio, and contact the Property Manager about a potential roof leak.
4. Submit a Maintenance Request on AppFolio **and** notify the Property Manager for any of the following:
    a. If there is any evidence of a water leak, water infiltration or excessive moisture in the Unit from the balcony or patio or in your storage locker; and
    b. If there is any evidence of a water leak, water infiltration or excessive moisture in the common areas, e.g. hallways, stairwells, garage;

c. Upon receiving a notice or complaint related to the above conditions, the Property Manager will take action as deemed appropriate. When warranted, the Property Manager will refer the issue to the Board of Directors.

5. Unit Owners are responsible for repair and remediation costs and any injury to other Unit Owners and/or Residents of the condominium resulting from equipment failure or Unit Owner negligence.

See also Mold Prevention page 15.

Part III - Frequently Asked Questions

This section is to supplement the Rules and Guidelines section of the Eastwood Handbook and is to provide some basic information about the Units at Eastwood.

A. About Your Unit

How do I get repairs done in my Unit?

A list of vendors recommended by other Unit Owners is in the Shared Document Folder of AppFolio, but you may use your vendor of choice. IF you wish to hire Eastwood maintenance staff to do work in your unit, note that they are **only** available on weekends or **AFTER** their official hours of employment. A form to request this service is in the Shared Documents folder on AppFolio.

How does the heat work?

Units are heated by electric baseboards, which are controlled by individual room thermostats. Any heat settings on an A/C thermostat are non-functional for heating.

How does the ventilation system work?

Exhaust fans over the kitchen range and in the bathrooms remove cooking odors, smoke, and humidity from the unit before it affects the air quality in the common hallway or neighboring units. The kitchen and bathroom fans exhaust air to the outdoors through shared stack roof exhaust vents. Utilizing A/C system fans can also help with air circulation.

Where is my water shutoff?

The shutoff is usually located under a bathroom sink or behind a panel. It is important to know where your water shutoff is located BEFORE there is an emergency.

Where is my water heater?

Each unit has its own water heater that was originally installed in a corner of the kitchen. Access was possible by a removable panel. Some units have changed this configuration, so learn about your particular unit's design. See the Rules regarding replacement.

What should I do for preventive maintenance with my washer and dryer?

Washers and dryers are your personal property. Since models vary, check your appliance's information booklet. It is important to regularly clean the lint trap in your dryer to prevent fire. The Association has the shared vent stacks cleaned every three years.

How do I maintain my air-conditioner(s)?

One or two rooftop air conditioners cool the units.

Room temperatures are controlled by a separate thermostat for each A/C unit. Set the A/C thermostat to the desired temperature, the fan to "automatic," and the control to "cool." All air-conditioning vents, which are located near the ceiling, should be open.

A/C thermostats are for A/C ONLY; any heat settings on an A/C thermostat are non-functional.

A fan in the shaft circulates the air through in-wall ductwork. Each fan unit has a filter. It is usually located behind a ceiling grill outside the bathroom(s). Change the A/C filter seasonally. It is 20'x 20' x 1".

To avoid damaging A/C units, do not run if the outside temperature is less than 55 degrees.

Make sure the circuit breaker for the A/C is turned on. In 3916, there may be an additional switch located at your bathroom ceiling that must be turned to ON.

A/C units require regular interior and exterior maintenance:

- **Interior**: The filters for your air conditioner(s) are inside the ceiling vent panels outside each bathroom. You should change the filter for each air-conditioner annually before summer. If you regularly circulate air in your unit during the rest of the year, smoke, or have allergies, you will need to change the filters more frequently.
- **Exterior**: Every unit has at least one central air-conditioner; two- and three-bedroom Units have two. All A/C units are installed on the building roofs, and are the personal property of the Unit Owner. Annual maintenance checks are recommended to reduce cooling costs and extend the life of the equipment. Check the recommended vendor list in the Shared Documents folder on AppFolio for a technician.

Where is the circuit breaker box?

The circuit breaker box is usually located in the closet at the entrance to your unit, but it could be in a closet elsewhere in your Unit. Take a moment to familiarize yourself with its location and review the list of circuits, as you may need to refer to this in the future.

Why doesn't an outlet work?

Start with some simple troubleshooting. In the kitchen, there may be a dedicated switch for the dishwasher. In other rooms, a light switch may activate the top sockets of the outlets. Perhaps a GFCI outlet may have been tripped and needs to be reset. Finally, check your circuit breaker box to see if a breaker has tripped. If none of these efforts work, call an electrician.

What if there are ants or other insects in my unit?

The Association contracts for monthly pest control, which includes spraying in Units that have infestations. Post a Maintenance Request in AppFolio and you will be contacted about the next exterminator visit.

What should I do if I'm going to be out of town for a month or more?

Whether you are leaving for the winter, visiting family, or taking a vacation, it is important to leave emergency contact information with neighbors and the Property Manager. Ready your unit by turning off the water heater, setting the thermostats to 55 degrees, unplugging small appliances and major electronics, and suspending mail, newspaper, and other deliveries. If traveling in summer, an A/C setting of 78-80 should prevent humidity from causing problems in your unit.

B. Safety Issues

What do I do if there is an emergency?

For a maintenance emergency or an immediate safety concern (water leak, garage door that won't close, or unlocked entrance) during office hours, call **Collier's**. Evenings or weekends, call the Collier's

emergency number. If the emergency is a burglary, fire, etc., call 911. Phone numbers are in the front of the Handbook.

What do I do if there is a power outage?

If you have lost power in only a part of your Unit, check circuit breaker box and flip the switch. If you have no power in your entire unit, follow these steps:

1. Check the hallway. If you notice that it is half-lighted, that means Eastwood is on emergency generators in the common areas, and power is out.
2. Call WE Energies emergency hotline (number in front of handbook) to report that you have no electrical service before you inform the Property Manager.
3. If it is after hours, a weekend or holiday, call Colliers emergency hotline. They will get in touch with Eastwood Maintenance and/or the Property Manager. DO NOT call Eastwood staff directly; inundating them with calls only slows down their response time and prevents them from getting onsite as quickly as possible.
4. In the meantime, keep your refrigerator and freezer door closed to minimize energy loss.

What if I get stuck in the elevator?

If you or someone you know is stuck in an elevator, call 911. The elevator in 1818 has an emergency call system that the rider can use if the elevator should become disabled or there is a power outage.

How is security addressed?

Eastwood has installed numerous security features, but they are only as good as the actions of the Residents. Cameras are installed in strategic locations. Outdoor lighting is strategically placed to ensure visibility in traffic areas. Residents can help by completely closing service, garage, and lobby doors; identifying visitors before giving them entry; and waiting for the garage door to close completely before driving away.

How is Fire and Smoke safety addressed?

1. Fire alarms are connected directly to the North Shore Fire/Rescue.
2. Each Building is equipped with hallway fire alarms and pull stations connected directly to the North Shore Fire/Rescue, and fire extinguishers. Unit Owners and Residents should familiarize themselves with these locations as well as building fire exits.
3. Fire alarms are installed in each bedroom.
4. Fire extinguishers are located on each floor near the elevator and the back stairs.
5. Hard-wired smoke detectors are installed in every Unit.
6. These are alarms only; residents must contact North Shore Fire/Rescue if an incident occurs.

C. The Building

Why are there so many fire doors?

Fire Doors are required by code to help contain a fire. They are at all entries from the garage to the stairwell, at all stairway entries to a floor, at the building entrances and between the elevator lobby and each floor. They are also strategically placed throughout hallways on each floor. It is important to keep

fire doors closed for fire safety. Our fire doors also help to maintain temperature balance and odor control in the hallways.

Why don't the lights come on immediately when I enter the garage in the evening?

The systems controlling the lighting and air circulation in the garages are set for energy efficiency and cost savings, so please be patient when the lights don't come on immediately.

How do I hold mail delivery or receive packages?

If you are going to be gone for more than a couple days, hold your mail (you can do this online at usps.com) or have someone remove your mail from the box. Deliveries of items too large for the mailbox may be left in the unprotected lobby, so schedule deliveries when you are onsite; there is little space for boxes in the lobby. You can request UPS deliveries to be left at the UPS office on N. Oakland Ave. As a courtesy to your neighbors and for added security, packages left in the lobby entrance may be placed in the elevator lobby.

What if I stain the carpet in the hallway?

If you should spill on common area carpeting, complete a Maintenance Request on AppFolio immediately and identify the nature of the stain so it can be treated properly. There will be no charge for stain removal but immediate treatment is essential.

What if I break a light fixture or damage something in the hallway or garage?

Your consideration in treating the common areas like your home is most appreciated. As condominium owners, we all share the expense for repairs. If you should break a light, or mirror, or dent a wall in the hallways, lobby, or garage, submit a Maintenance Request on AppFolio and the Property Manager will advise you of any charges for having it repaired.

D. Communication

How do I log on to AppFolio?

Every Unit Owner receives an initial email from the Property Manager with a link to AppFolio, our property management software program. Use the link to set up your account. If unsuccessful, contact the Property Manager or ask a neighbor for assistance. For ease of access, the AppFolio app runs on mobile Smartphones, computers, and tablets.

Why should I use AppFolio?

AppFolio provides a secure portal for automatic payment of your monthly Association fee, allows residents to file trackable maintenance requests in real time, and provides access to the vital shared documents described in the Rules section of this Handbook.

How do I stay informed about what is happening at Eastwood?

The Property Manager uses the information in your AppFolio profile to share messages, the newsletter, and notices of Board meetings. Minutes of the Board meetings and the monthly Newsletter are emailed to Owners and posted on bulletin boards in each building. Attending a Board meeting or volunteering to be on a committee will help you know what is happening – the Landscape, Finance, and Technology committees welcome volunteers.

How do I stay informed if I am a Renter?

Eastwood is an association of homeowners who are voting members of the Association. Renters need to work with their Unit Owner if there are any problems or concerns, not with the Property Manager. The Owner/landlord is to provide their Renter with a copy the Eastwood Handbook. Provide the Property Manager with your email address and you will get the monthly newsletter.

How do I get to know other Eastwood residents?

Eastwood is a friendly place, so start by introducing yourself to the neighbors you meet in the hallway, on the elevator or at the mailbox. Drop in on one of the groups that meet monthly (art club and book club) or a committee meeting (Landscape, Finance, Technology) to see if involvement would interest you. Information about meeting times and special events is included in the monthly newsletter. And finally, attending the monthly Board meeting is a good place to meet people and stay informed on issues and decisions that impact the Eastwood community.

How can I learn about what is happening in Shorewood?

The Village of Shorewood, Senior Resource Center, Library, School District and Recreation and Community Services all have a web page and Facebook presence, as well as newsletters or publications about their services. A quarterly publication, Shorewood Today, is an excellent introduction to Village life. Three times a year, the Shorewood Recreation Department publishes a list of offerings for all ages. Both of these publications are delivered to every household in the Village. For a list of the many community organizations in Shorewood, check the Village webpage; or scan Facebook for membership groups like Shorewood Moving Forward or Next Door Shorewood.

What if I have an issue with a neighbor?

We're a neighborhood of stacked houses! Make every effort to get to know the people that live on either side of you and those that live above or below you. This relationship will be a great resource in the event there is a problem. If a conflict arises, make person-to-person contacts with your neighbor to discuss the issue and see if it can be resolved; be prepared to compromise. Slipping a note under a door or taping a notice on their door will most likely aggravate the situation, so keep it face-to-face. If the conflict cannot be resolved, then contact the Property Manager.

E. Eastwood Community Room

Where is the Eastwood Community Room?

The Eastwood Room is accessible from the Oakland Avenue (office) entrance to the 3942 building. The key to your unit opens the door to the lobby as well as the door to the Community Room.

Can I use the Eastwood Community Room if I have not reserved it?

Yes, Owners may use the room IF it is not reserved by anyone else. If you have not reserved it, however, you cannot have a private event nor will you have access to the TV remote. Cleanup expectations are the same as if it were reserved. See the Eastwood Community Room page 7 of the Rules Handbook.

Is there Wi-Fi in the Eastwood Community Room?

The Wi-Fi password is posted on the side of a bookshelf in the Community Room.

Do we have cable access in the Eastwood Community Room?

Yes, Eastwood offers access to basic cable on the big screen TV. If you use your own account/password, you may also access Netflix or other streaming services. If planning an event, you must reserve the community room and get the TV remote control in advance. See the Rules section for more specific information about the Eastwood Community Room.

How do I use the library in the Eastwood Community Room?

Our “little free library” is there for everyone’s use. As residents, you are welcome to share, contribute, and borrow any of the materials, including the games and puzzles.