

Eastwood Owners Association Inc.

Rules and Regulations
and Other Useful Information

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Introduction

Welcome to Eastwood.

This *Handbook*, including rules and regulations that govern the Eastwood Owners Association, Inc., was originally written in the early 1980s when the Association was new. It has evolved over time to include useful information, general policies and guidelines, and rules that must be adhered to. You are subject to these provisions and can avoid any consequences by being informed in advance.

Association Rules Are Subject to Law

The Association rules must be consistent with the Declaration and Bylaws, and also with existing law on all levels—federal laws, state statutes, and local ordinances. The Eastwood *Declaration* and *Bylaws* give the Board authority to create and amend rules regarding the use, repair, and maintenance of the units, the common elements, and limited common elements. This includes the ability to assess fines for rule violations and collect damages. In all cases, the primary goal is compliance and preservation of community safety, insurability, and property values.

Owner Responsibilities

This Eastwood *Handbook* is written for unit owners who are ultimately responsible for the behavior of their friends, relatives, renters, guests, and anyone delivering to or working in the unit. Owners are expected to follow these rules and are responsible for informing all Unit occupants, renters and guests of these rules, as the Owner will be liable for their violations and damages.

Owners should also be familiar with the *Declaration*, the *Bylaws*, and the annual *Executive Summary*. These can be found in AppFolio Shared Documents: Governing Documents.

Disclaimer

If a specific situation isn't covered in the Eastwood *Handbook*, appropriate federal, state, and local laws and the Eastwood governing documents will apply. The Association Board may amend the rules from time to time without notice or hearing to owners and residents. Notification of amendments or modifications will be included in Board meeting minutes, recorded in AppFolio shared documents, and posted on bulletin boards.

Resources

Community Association Institute, www.caionline.org

Wisconsin State Legislature Condominiums 703 <https://docs.legis.wisconsin.gov/statutes/statutes/703/38/10/b>

AppFolio Management Software. http://mpc.appfolio.com/connect/users/sign_in

Animals

Eastwood Policy

In compliance with the Eastwood *Declaration*, this is a no-animals property (Article X, Restrictions on Use, Occupancy, and Transfer in AppFolio: Shared Documents, Governing Documents). Animals are prohibited anywhere on the property.

“No animals, reptiles or birds shall be permitted anywhere on the Condominium property, except as otherwise permitted or mandated by law. If any animal, reptile, or bird shall be so kept, the Association may assess fines as set forth in the Rules and Regulations.”

- Eastwood has not changed its *Declaration* to allow animals or pets without restrictions.
- Owners selling their units must inform real estate agents and prospective buyers of our governing documents and require agents to clearly state the “no animals” rule to prospective buyers. Owners are prohibited from advertising units for sale as “pet friendly.”
- Owners renting their units must inform prospective tenants of Eastwood’s “no animals” rule and clearly spell it out in the lease. Please do not advertise units for rent as “pet friendly.” The lease agreement must prohibit animals.

Service Animals, Assistance Animals, and Emotional Support Animals

- Service animals, assistance animals, and emotional support animals are permitted when properly documented according to the Assistance Animal Registration and Agreement, which requires a written accommodation request and written Board approval of the requested accommodation. (See AppFolio, Shared Documents, or ask for a copy from the manager.)
- Animal owners must provide the manager with a copy of a letter from a reliable professional regarding the need for an assistance animal.

Registration

- By submitting an animal registration, you are requesting reasonable accommodation to this rule.
- The Village of Shorewood requires that all dogs and cats five months of age or older must be vaccinated for rabies and must be licensed within 30 days of ownership. (<https://wi-shorewood.civicplus.com/158/Pet-Licenses>)
- Owners and residents must have on file with the manager the annual licensing requirements of the Village of Shorewood, current documentation of rabies shots, and a current photograph by January 31st of each year.

Animal Behavior

- All animals within the Association’s common areas (hallways, garages, parking lots, and courtyard) must be crated or kept on a hand-held leash no longer than six feet in length and at all times escorted by a person capable of controlling the animal.
- Owners and residents are responsible and liable for any damage to property or injury caused by the animal including cleanup of any excrement.

- To reduce vegetation damage, the Association requests that animals be taken out of the building through service doors located next to overhead garage doors. Animal waste damages grass and decorative vegetation. Please toilet your animals away from the Eastwood property.
- Owners and residents must immediately address and remedy any odors, noises, or other complaints that may come from neighboring residents.
- Animals may not be left unattended in limited common areas including balconies, patios, and garages, meaning the owner must be in the limited common element area with the animal.
- Pets are prohibited from causing or creating a nuisance or detrimental effect on the Condominium Property. The Board has the right to terminate the right of any Occupant to maintain a pet on the Condominium Property if the pet is causing or creating a nuisance or detrimental effect.

Examples of nuisance behavior or behavior that constitutes a detrimental effect for purposes of this rule include, but are not limited to, the following:

- a. Pets whose unruly behavior causes personal injury or property damage;
- b. Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day;
- c. Pets outside the Unit that are not accompanied by and under the complete physical control of their owner and on a hand-held leash no more than six feet in length;
- d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s); or
- e. Pets that are conspicuously unclean or parasite infested.

Visiting Animals

- Visiting animals that are not assistance animals are not allowed. To register a visiting assistance animal, submit a copy of the current license, a photograph, a letter from a reliable professional stating the need, and proof of rabies vaccination to the manager.
- Owners are responsible for the behavior and control of any visiting animals.
- As with assistance animals living on the property, toileting must follow Association rules.

Fines

- Violation of Association policies may result in fines of up to \$300 per violation, over and above the cost of replacing or repairing any damage caused by an assistance animal.
- All damage claims and fines are assessed to the unit owner, regardless of whether the offending animal belongs to the owner, a resident, a renter, or a visitor.

Anti-Discrimination / Anti-Harassment Policy / Civility

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, employee, or agent of the Association who believes they have been subjected to, or have witnessed, actions that 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 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.

Harassing Behavior, Excessive Contact, Verbal and Physical Abuse

Purpose: To ensure a respectful, safe, and harassment-free environment for all members of the Condominium Association, including the manager, vendors, maintenance workers, directors,

building reps, and building residents. The Association is committed to promoting respectful and professional interactions and will not tolerate harassment, excessive contact, verbal abuse, or physical abuse of any kind.

Scope: This policy applies to all unit owners, tenants, guests, and other individuals on Association property or interacting with Association representatives.

Prohibited Conduct:

1. Harassing Behavior: Any behavior, including but not limited to, repeated unwelcome verbal, written, or physical conduct that is intimidating, offensive, hostile, or causes distress to an individual. Examples include threats, derogatory remarks, spreading rumors, or any conduct that unreasonably interferes with an individual's performance or sense of safety.
2. Excessive Contact: Repeated, unwarranted, or disruptive communication with Association managers, vendors, maintenance workers, directors, and building reps, including but not limited to phone calls, emails, or in-person interactions, especially after being asked to cease or reduce contact.
3. Verbal Abuse: Any oral or written communication that includes insults, slurs, threats, shouting, derogatory comments, or any language that is demeaning or intended to intimidate or humiliate.
4. Physical Abuse: Any intentional physical contact or aggressive action intended to cause harm, intimidation, or fear, including pushing, hitting, or making threatening physical gestures.

Reporting and Enforcement:

1. Any individual experiencing or witnessing prohibited conduct should report it to the Board of Directors or the manager in writing as soon as possible.
2. The Board of Directors will promptly investigate reported incidents and take appropriate action, which may include warnings, fines, suspension of privileges, or legal action.

Consequences: Violations of this policy may result in disciplinary action, including but not limited to:

- Warnings or reprimands
- Fines or penalties as permitted by Association bylaws
- Suspension of rights or privileges
- Legal action or referral to law enforcement

ARC (Architectural Review Committee)

The Architectural Review Committee reviews and tracks owner fixture and appliance replacements and redecoration and remodeling projects. The purpose of the review is to provide owners with information regarding contractor expectations and the requirement for building permits.

- Projects that require submission to the ARC include:
 - Flooring replacement
 - Electrical modifications
 - Plumbing modifications
 - Cabinet replacement
 - Painting
 - New appliances
 - New windows and patio doors
- You can find the ARC Replace, Renovate, Redecorate packet in AppFolio under Shared Documents.
- See the Remodeling section of this handbook for more information.
- The Board's approval does not mean that the project does not require a building permit or other governmental approvals, and does not mean the plans would be approved by any relevant government entity with jurisdiction over the project.

Assessments, Monthly Fees, and Fines

General Information

Each unit owner is assessed a basic monthly amount to support the common expenses of the Association. This monthly assessment is sometimes called the condo fees or condo dues. From time to time, it may be necessary to levy a special assessment to pay for large projects. The Board of Directors establishes the monthly amount as part of the annual budget process and levies special assessments as needed.

The Board may fine a unit owner who has damaged property or violated the condominium Documents and may assess the owner to pay for repair or replacement of the property and for the actual attorney fees associated with reviewing the facts and Documents, advising the Board, and enforcing the rules.

Due Dates, Collections Procedure

1. Regular monthly assessments (condo fees) are due on the first day of each month.
2. Special assessments (in whole or by installment), are due on or before the dates stated in the notice to owners informing them of the special assessment.
3. Any fines, penalties, or other charges are due on or before the date stated in the notice to owners informing them of fines and penalties due.
4. The basic collection system:
 - a. At 10 days past due, a past-due notice will be sent and a late fee of \$40 will be assessed. All unpaid amounts will incur interest at a rate of 1% per month (12% per annum), compounded monthly until paid.

- b. At 30 days past due, a second contact will be made.
 - c. At 45 days past due, a third contact will be made.
 - d. At 60 days past due, the matter will be referred to the attorney for collection. The attorney may file a lien on the unit, and if no acceptable payment arrangements are reached, may file a court action seeking lien foreclosure and money judgment.
5. When a payment is returned for any reason (e.g., insufficient funds or account closed), the unit owner will be assessed \$50 or the actual costs incurred by the Association, whichever is greater.
 6. The official date of receipt of any payment made will be the date the payment appears in the Association's accounting ledger.
 7. An administrative fee of \$100 will be assessed when a matter is turned over to the Association's attorneys for collection. The unit owner is responsible for all costs and actual attorneys' fees incurred in connection with collecting any past-due balance.
 8. When a unit owner is notified that an account has been referred for collection, all future payments must be submitted to the attorney until the account becomes current (unless the attorney directs the owner, in writing, to pay in some other manner). The owner will not receive further statements from the manager, and online access to the account balance will be suspended until the account is brought current.
 9. All payments received will be applied to the earliest recorded amounts due: first to any late fees, interest, attorneys' fees, and costs and then to the assessment or fine balance.
 10. Postdated checks will not be accepted.
 11. Payments marked "payment in full," "accord and satisfaction," or other similar notation will not be accepted except by official motion of the board of directors.

Balconies and Patios

Please keep balconies and patios clean and in good order.

- Don't use your balcony or patio as a storage area. No hanging laundry or rugs on railings. Furniture designed and sold for outdoor use is permitted
- Painting or penetrating brick walls or masonry or adding canopies, awnings, screens, fixtures, or like items is prohibited.
- Rugs, artificial turf, and other floor coverings are not permitted. They prevent water evaporation and can damage the concrete surface. Owners will be held liable for resulting damage.
- The Village of Shorewood prohibits the use and storage of all types of grills used for cooking or heating on balconies and patios. The presence of grills affects the Association insurance coverage. Owners and residents with grills will be required to remove them and will be fined. Grills are prohibited on balconies and patios. Owners can be held liable for any increase in insurance premiums resulting from violating this rule.
- Keep sliding doors locked when unattended.

Bicycles

- Keep bikes in your storage locker. Bicycles may be stored on the riser in front of your assigned parking space at your own risk. Bicycles are prohibited from being left unattended elsewhere on the property. Anything else on the riser is considered a fire code violation, is prohibited, and you may be fined.
- Don't attach bicycles to patio railings, light poles, courtyard benches, or any other common area fixture. Leaving bicycles on a balcony or patio is prohibited.
- Don't roll bicycles with soiled wheels on carpeted areas. Owners are responsible for debris left by bicycles in any common area.

Building Representatives

- Each of the five buildings has a volunteer building representative elected at the annual meeting. Building reps communicate with homeowners, Association management, and the Board to promote understanding and provide support.
- Contact information for building reps is posted on bulletin boards.

Building Security

- Propping exterior doors open is prohibited. Be sure doors are closed and locked unless someone is at the door to control entry.
- Tampering with garage door electronic sensors causes damage that affects the operating budget. It is prohibited and subject to fine.
- Never let anyone enter the building who is not personally known to you.
- Treat your garage door opener as a building security item. Do not label it with your name or address. If it falls into the wrong hands, you jeopardize everyone's safety.
- Lock all balcony and patio doors when unattended.

Bulletin Boards

The bulletin board near the elevator on the parking level of each building is the official place for communicating information to owners and residents.

- Building reps and the manager post official Eastwood communications on these boards.
- You may post notices pertinent to Eastwood interests (e.g., units or personal items for sale or parking spaces for rent). Please initial and date notices and remove them when appropriate. It is not permitted to promote vendors of products or services.

Capital Contributions

When 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. This generally occurs at closing. The following transfers are exempt from paying the fee:

- When the transfer is to or from a trust where the sole beneficiary is the donor and the owner.
- When the transfer is solely between spouses.
- When the transfer is solely between a parent and his/her/their child.
- When the transfer is to or from the Association.
- When the transfer is by a current unit owner who is concurrently purchasing another unit within the Association.

Common Element Areas, Limited Common Element Areas

Common areas include the courtyard, hallways, stairs, landings, garages, the community room, and all property owned in common as defined in the Declaration

Limited common areas include balconies and patios, storage lockers, and parking spaces maintained by the Association for the primary benefit of the unit owner. Owners and residents are required to keep their Limited Common Element areas clean and orderly, free from trash, debris, litter, and other objects prohibited by these rules.

- Leaving personal property in the Common Elements is prohibited except as specifically authorized by these rules. Behavior that threatens safety and security, including walking in the fountain, skateboarding, batting or throwing balls, or flying drones anywhere on the property is prohibited.
- Owners who remove or damage common area or limited common area property (including furnishings and wall décor, landscaping, light poles, bike racks, flowerpots, and benches) will be fined and assessed for replacement, labor, and other related costs.
- Owners will be held responsible for the behavior of renters, guests, workers, and anyone visiting the unit.

Communications Policy

Owners and Occupants who do not serve on the Board are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor hired by the Association whether the contractor is on Property or not. This requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the building trades community. Any Owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to, correcting work performed not in compliance with the agreement, retaining a new contractor, and the cost to have the contractor return to the Property.

Community Room

The Eastwood community room is accessible from the Oakland Avenue entrance to the 3942 building. Association board meetings and various committee meetings are held there. When it is not reserved for Eastwood business, it is available to owners with the following guidelines.

General Information

- Owners in good standing (current in the payment of all assessments and fees) may reserve the room for private use. To reserve the room for a private gathering, check the calendar in AppFolio to see whether the desired date and time are available. Then contact the manager, who will enter your event in the AppFolio calendar. The \$25 event charge must be paid when the reservation is made.
- Events held in the community room are for invited guests only; they are not open to the public and must not be used for political or profit-making purposes.
- Owners are responsible for guest conduct and must be present at the event at all times.
- Other residents may use the community room for small gatherings when it is not reserved, but please understand use is not limited to just your group. Other individuals or small groups may use it at the same time. Each party is responsible for cleaning the area they use and restoring items to their original location.
- The lobby is not part of the community room. It must remain clear of event personal property and people in order to respect the rights of building residents needing to access the garage and stairway.
- To maintain building security, propping open the exterior door for any reason is prohibited. There is a doorbell for the use of arriving guests.
- Eastwood is a smoke-free community (tobacco, vaping, and marijuana). Smoking or vaping any substance is prohibited on the Property, including grounds, garages, and parking lots.

Furniture and Equipment

- The TV and remote are available for use at your event.
- Furniture includes three wooden dining tables with chairs. Stored behind the bookshelves are card tables, six-foot tables, and padded folding chairs.
- Large electric coffee makers are in the closet.
- Do not overload the electrical outlets with crockpots or other equipment. If you blow a fuse, it will be necessary to reset the circuits. If this occurs outside of normal office hours, you will be charged for a service call.

Clean Up

- At the end of the event, clean all items and return them to their original location. Please clean the kitchen, appliances, tables, bathrooms, and the main room. Cleaning supplies are under the sink.

- There is minimum of \$50 charge if the maintenance staff must do additional cleaning after your event, which will become an assessment against your Unit.

Noise Regulations

- Music and noise that can be heard outside the Community Room must stop by 10 p.m. Events must conclude by 12:00 midnight. The Community Room must be cleaned and returned to its previous condition, with all guests removed by no later than 1:00 a.m.
- All noise levels must be in accordance with the Village of Shorewood ordinances. If the Shorewood Police are called to an event and a ticket is issued, the owner is responsible for the ticket and will lose all future privileges for use of the room.

Liability

- The Association assumes no guest liability. By renting the Community room, Owners agree to indemnify and defend the Association against any claims brought against the Association by the owner's guests, and waives their right to pursue the Association for any such claim, releasing the Association from all liability associated with the event.

Damage to Property

Owners are responsible for damage to another owner's property and to fixtures and equipment in the common element areas or limited common element areas caused by their occupants, renters, visitors, contractors, household workers, delivery drivers, friends or family, or animals. Owners experiencing property damage or observing Common Element damage must notify the office immediately. The community association manager will arrange for repair or replacement and assess the responsible owner for the cost. Vandalism and deliberate damage are subject to legal action.

Deliveries

- All furniture, appliances, and large objects must be delivered through the garage entrance only. Using any other entrance is prohibited.
- Owners are required to notify the manager in advance to arrange for installation of elevator pads.
- Packages are usually delivered to the main entrance of your building. If you're expecting something that hasn't arrived, check the secondary entrance.
- See Moving Guidelines for more information.

Estate Sales/ Rummage Sales

Rummage sales and estate sales are not permitted anywhere on the Property.

Fire Safety

Fire code violations affect our insurability so please learn and follow these guidelines. If a resident, family member, guest, or other visitor violates safety codes, the owner will be fined.

Fire Prevention Guidelines

- Don't possess or transport flammable liquids (e.g., gasoline, turpentine) anywhere in the building.
- Keep hallways clear. Boots, floor mats, umbrellas, decorative items, and furniture can be a potential trip hazard during evacuation and are prohibited. The manager will remove an item if it is a fire safety code violation.
- Keep hallway and other fire doors closed at all times (between garage and foyer, between the elevator area and the hallway, between the hallway and stairwell).
- Grills are not permitted anywhere on Property. Residents with grills will be required to remove them and owners will be fined.
- Lids on trash and recycling bins must be closed at all times.
- Bicycles may be kept on the riser between your car and your locker. Anything else is a fire safety code violation.

Common Element Fire Safety

The local fire marshal regularly inspects the common areas and limited common areas, inspects fire extinguishers on each floor, and tests the alarm system. Eastwood is subject to routine compliance visits.

- Each building is equipped with hallway fire alarms and hallway pull stations connected directly to the North Shore Fire/Rescue. Learn their locations.
- Know the location of the nearest building exit. It may not be the one you normally use.
- Fire extinguishers are located on each floor near the elevator and near the back stairs, in each garage near the overhead door, and in the community room.

In Your Unit

- You can contact North Shore Fire and Rescue to schedule a free home fire safety evaluation.
- Hard-wired smoke detectors are installed in every unit. Owners are required to maintain the smoke detectors by replacing back-up batteries regularly.
- Be careful with holiday trees, cleaning fluids, candles, and other fire hazards.
- Don't overload electric circuits or run extension cords under carpeting.
- Never leave your unit when you're cooking.
- Purchase the recommended fire extinguisher for your unit and replace it when it expires.
- Don't allow window treatments to obstruct the baseboard heater.

Emergency Evacuation

- Leave your unit immediately if it is safe to do so. Close the door behind you, leave it unlocked, and exit the building.
- Pull the fire alarm on your floor (at each end of the hallway) as you exit to alert others.

- Dial 911. Report the building address and your unit number. If you know of a neighbor who is unable to exit independently, report the unit number to the emergency operator.
- Do not attempt to use the elevator. When the fire alarm sounds, most elevators are automatically called to the first floor and shut down.
- When you exit, move away from the building to avoid falling debris. Look around for neighbors. If someone you know hasn't evacuated, alert the fire department.
- Return only when the fire department has given the "all clear."

Unable to Evacuate

If the fire alarm sounds and you are *unable to evacuate*, the fire department recommends the following:

- Stay in your unit. Call 911 to report your name, building address, and unit number.
- Close and unlock your entrance door. Close all windows.
- Place wet towels across the bottom of your door to seal the gap.
- Wait for assistance from the fire department. When the fire department gives the "all clear," the alarm will be silenced.

Grievance Committee Rules and Procedures

A unit owner who is fined may appeal any enforcement procedure employed by the Board of Directors, including fines but not including arrearages of monthly assessments or special assessments, by writing a letter to the 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.

The Board shall appoint three disinterested members of the Association to a grievance committee for final determination.

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. The committee's ability to overturn the Board's enforcement decision is limited to the amount of fines, and cannot overturn a decision that a violation must stop or be corrected, or that an owner must pay for the damage they caused to the Common Elements.

If no appeal is submitted within the 30 days, the fine shall be final and non-appealable.

Grills

The Village of Shorewood prohibits the use or storage of all types of grills used for cooking or heating on balconies and patios.

- The presence of grills affects the Association insurance coverage. Owners and residents with grills will be required to remove them and will be fined.

Guests

Guests includes anyone the Owner or an occupant invites to the Property or allows on the Property, including friends, relatives, residents, renters, visitors, and anyone delivering to or working in the unit. Owners are responsible for their actions.

Heating, Air Conditioning, and Ventilation

Common Element Utilities

The association maintains the heating and air conditioning system in the common areas at a temperature that balances comfort with attention to utility costs. Report concerns about common area temperatures through an AppFolio work order or contact the Association manager. Owners and residents not on the Board are prohibited from alter the Common Element area temperatures.

- Hallway thermostats (found on the second floor) are set in spring and fall and control the temperature on all levels and on both sides of the fire doors found midway on each level. People not on the Board are prohibited from adjusting the thermostats.
- Days of extreme heat or cold and high winds will stress the system and may affect hallway temperatures temporarily.
- Do not tamper with the thermostats or baseboard heaters serving common areas.
- If a service call for repair to the system is required as a result of your tampering, you will be fined and assessed for related costs.

Individual Units

Owners are responsible for in-unit heating and cooling costs (served by WE Energies) and for maintenance, repair, and replacement of all HVAC fixtures, ducts, and lines that exclusively serve their Unit.

- Heat: Units are heated by electric baseboards controlled by individual room thermostats.
- Ventilation: Exhaust fans over the kitchen range and in bathrooms remove cooking odors, smoke, and humidity from the unit before it affects 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. A/C system fans also help with air circulation.
- Air conditioning: Each unit has one or two air conditioners located on the building roof. Each air conditioner is individually controlled by a wall-mounted thermostat. A fan in the shaft circulates the air through in-wall ductwork.
 - A/C thermostats are for air conditioning only; heat settings on an A/C thermostat are non-functional.
 - The A/C filter (approximately 20" x 20" x 1") is located behind a ceiling grill near the bathroom. It should be changed frequently as recommended.
 - Condensation lines are located behind the walls. If you see water dripping out of the ceiling filter, the condensation lines may be plugged. Turn off the air conditioner and call a service contractor.

- Eastwood buildings have specific structural and code limitations. If it's necessary to replace an A/C unit, contact the Architectural Review Committee by submitting an ARC application form found in AppFolio Shared Documents.
- Rooftop access doors are locked. If your air conditioner needs service, repair, or replacement, notify the manager in advance to arrange roof access for your vendor.

Holiday Trees and Wreaths

Live holiday trees and wreaths are a fire hazard and can be messy, but are permitted according to the following guidelines for bringing live trees into and out of the building.

- Owners are responsible for any damage to walls or carpeting, for the cost of cleaning up needles and other debris in the common areas, and for actual costs to remove your tree if the Village will not pick it up for any reason.
- To dispose of a live tree, first remove all lights and ornaments and then throw the tree off the balcony or patio no later than January 7. Submit a maintenance request on AppFolio to request that our maintenance staff move your tree to the curb for pickup. The Village DPW will not pick up trees that contain lights or ornaments that would jam the mulching mechanism on the truck.
- Dispose of live wreaths in the trash bin. The Village will not pick up live wreaths.
- Live holiday trees are prohibited on the Property except between Thanksgiving Day and January 7.

Home Businesses

A home business is permitted with these restrictions:

- No signs or other form of advertising material visible from any of the common element areas or from the street.
- No retail business that attracts walk-in customers.
- No business or activity that draws on common area facilities, parking lots, or utilities.
- No business or activity that would affect the Association's insurance policy and premiums.
- No business that is prohibited by any federal, state, county or local law, ordinance, or regulation.
- Business activity that involves commercial deliveries or people coming to the Property who do not live on the Property is prohibited.

Insurance

Owners and renters are required to carry insurance on their personal property. It is important that you and your insurance agent know the terms of Eastwood's Property Insurance policy.

- Eastwood's Property Insurance policy can be found in AppFolio under Shared Documents/Insurance.
- A copy of the policy can also be obtained from the manager.
- Your policy should have sufficient coverage of at least the Association's master policy deductible, as you are responsible for the portion of the Association's deductible related to the damage to your Unit.
- Your policy must also include Coverage A which covers "all risks unless excluded."
- It is your responsibility as unit owner to upload your current insurance policy to the Insurance folder in AppFolio.

Filing a Claim

- Claims may not be filed directly with the Association's insurer. All people not on the Board are prohibited from filing claims on the Association's policy.
- Unit owners and renters must immediately report any claim involving their unit to the manager.
- Property and personal injury incidents on Eastwood common property are to be reported immediately to the manager.

Insured Loss

In the event of any insured loss on the Association master insurance policy, the Association's policy deductible is 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 personal insurance policy coverage, the unit owner is responsible for the damage costs up to the Association's master insurance policy deductible and any other expense applicable under the terms of the master policy.

- 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.

Keys

Most owners and residents have two keys.

- One key opens your building's exterior doors (main entrance, secondary entrance, and garage service door). This key also provides access to the community room in the 3942 building (entrance facing the Oakland Avenue parking lot).

- The other key opens your unit door, your storage locker door, and your mailbox.
- If a previous owner changed the locks on your unit door and storage locker, you may have a third key, one that opens only your mailbox.
- Your garage door opener provides access to the entire building. Please treat it as the security item it is. It should not be marked with your name or the building address in case it is lost.
- If you are a new owner, the seller should have turned over the keys to you at closing.
- If you are a renter, ask your landlord to supply keys and garage remote.

In Case of Emergency – Access to Units

- If it's necessary for management to gain access to your unit for a wellness check or in your absence (e.g., a water leak that is affecting another unit or the common area), you are responsible for the cost of entry and any damage done to your unit door.

In Case You're Locked Out

- To prevent being locked out, give a spare key to a trusted friend or neighbor.
- Purchase a key lockbox to hang on the doorknob of your storage locker. (These are not permitted anywhere else.) If a neighbor can buzz you in, you will have access to your spare in the garage.
- If you haven't stashed a spare key with a friend or in a personal lockbox, you will have to call a 24-hour emergency locksmith to gain access.

To Get Extra Keys

- *Exterior door keys* are available for purchase from the manager.
- Have *extra unit keys* made by a locksmith or at a hardware store, not a do-it-yourself kiosk. Cheap, amateur keys can damage the lock cylinder. If your unit lock cylinder is damaged, you are responsible for replacement.

Lobby Key-Storage Cabinet

- Notify the manager regarding the storage of keys.
- If you're selling your unit, your real estate agent may store a lockbox in the wooden cabinet in the front lobby temporarily.
- If your healthcare provider needs access, you may store a lockbox in the lobby cabinet.
- Do not store your extra keys in this cabinet. Attach your lockbox to your locker door in the garage.
- Lockboxes placed anywhere else (e.g., on light fixtures, benches, railings) will be removed.

Landscaping

The landscape committee makes recommendations to the Board regarding trees, plants, flowers, lighting, and other decoration in the common areas. They welcome new volunteers.

- Don't pick, trim, or remove flowers, shrubs, bushes, or trees Owners are prohibited from planting anything in the common element areas. This includes the areas in front of patios.
- Keep furniture, planters, ornaments, and other outdoor items within the confines of your unit balcony or patio. Leaving these items, or, other personal property on the Common Elements is prohibited.
- Nothing may be hung or attached to common element trees or vegetation. If you damage landscaping, you will be assessed for repair, replacement, and related costs.
- If you damage common element property (e.g., light poles, bike racks, flowerpots, benches, and landscaping), you will be assessed for the costs of repair, replacement, and other related costs.
- Be respectful of Eastwood property and avoid toileting your animal in flower beds. Animal waste kills lawns and plants.
- Bird feeders are prohibited. Seed that spills out of bird feeders attracts rodents.

Maintenance and Repairs

The Association is responsible for maintenance and repairs of the common elements and the limited common elements of the property.

- The items listed below belong to individual units. You are responsible for all maintenance, repair, and replacement. Please do not call the Association manager or maintenance person.
 - Water heaters
 - Circuit breakers
 - Thermostats
 - GFCI circuits
 - Air conditioners
 - Smoke detectors
 - Fans and light fixtures
 - Baseboard heaters
 - Patio doors and windows
 - Locks
 - Kitchen and laundry appliances
 - Bathroom fixtures
- If you damage something in a common area or limited common area, the Association will manage the repair or replacement and assess you for costs.
- If you damage something in another owner's unit, that owner will arrange for repair or replacement and provide you with an invoice for payment or submission to your insurance agent.

Minimum Heating Standards Policy

To avoid the freezing of plumbing lines or fixtures, owners must continuously maintain heat in their dwelling at a minimum temperature of 55 degrees Fahrenheit or higher at all times. If at any time the dwelling experiences a loss of heat, the owner is responsible for immediately reporting the problem to a Board member. If a dwelling will be vacant for more than 72 consecutive hours, the owner must:

- Make sure all windows are shut and locked;
- Open all cabinet doors where water lines and drains are located;
- Arrange for a responsible person to check on the unit to verify that the heat is on and that there are no leaks or other concerns.

Moving Guidelines (in and out)

General Guidelines

- At least seven days prior to the move, owners must notify the manager:
 - to review moving guidelines
 - to schedule the installation of elevator pads
 - to pay the \$125 moving fee
- Moving hours are 8:00 am – 8:00 pm
- Owners are responsible for renters moving in and out.
- Owners are responsible for damage done to the Property during a move. The manager will arrange for repair or replacement as necessary and will assess the owner to recover costs.
- To avoid damage to common elements, do not move belongings via walkways or lawns in the courtyards.
- All moves must occur through garage entrances only. Moving trucks and other vehicles are never permitted in the courtyard.

Truck Parking for Best Access

- Building 1818, 3838, and 3916: Street parking on Shorewood Blvd.
- Building 1906: Street parking on Shorewood Blvd. or in the Shorewood Blvd. lot.
- Building 3942: Oakland Avenue parking lot.
- Vans and delivery trucks in a lot must not block garage entrances, handicap parking spaces, or pedestrian exits.
- Vehicles are prohibited in the courtyard, including carpet cleaner vans. Trucks obstruct pedestrians and damage concrete walkways. Heavy tire treads cause long-term damage to the lawns.
- Owners are responsible for vehicles parking in restricted areas and any damage or inconvenience caused.

Building Security During Moves

- Prop overhead garage doors only when they can be supervised at all times to prevent unauthorized access.
- You may prop the hallway fire door between the elevator and your unit during the move; please close fire doors during breaks and when the move is completed to comply with fire safety requirements.
- Don't block internal doorways, walkways, or elevator access.
- Don't hold the elevator longer than necessary to load and unload; other residents depend on elevator access.

Disposal of Packing Materials

- Break down and flatten boxes before placing them in recycling bin or drop them off at the U-Haul store (505 E Capitol Drive) for re-use.
- Cardboard and packing paper are recyclable.
- Styrofoam, packing peanuts, plastic bags, bubble wrap, and plastic air pillows are trash, not recyclables. Discard those materials in the trash bin.

Disposal of Unwanted Items

- Do not leave unwanted items in the garage, in waste bins, in recycling bins, or on the street.
- For furniture and other large items, contact the Shorewood DPW to arrange for pickup before you move.
- For small items, contact the Salvation Army or another charity or drop things off at a local Goodwill store (there are two within a mile of Eastwood).

Parking

General Information

Eastwood surface parking lots are considered common element areas for use by visitors, contractors, and delivery vehicles. Indoor numbered parking spaces are limited common elements, maintained by the Association, and designated for use by a specific owner.

- Only licensed and operable vehicles are allowed on the property. Inoperable vehicles are prohibited. No vehicles with "For Sale" signs. Vehicle storage, washing, oil change, and other maintenance work in garages or parking lots is not permitted. Do not pour anything into parking area drains. The phrase "inoperable vehicle" is defined as a vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including any of the following: a broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; a vehicle with expired license tags.

- Recreational vehicles, boats, trailers, and commercial trucks are not permitted on the Property. Contractor vehicles are permitted during the day only and must be removed from the Property by 8pm each day. “Commercial trucks” includes any vehicle that has or displays any equipment, including ladder racks and ladders, snowplows or snowplow hitches, gas dispensers, attached toolboxes or containers, signs, commercial license plates, or markings of a commercial nature.
- No cooking, sleeping, smoking, or vaping in vehicles.

Garage Parking

- Vehicles entering have the right of way. It’s easier to back up inside the garage than to back out into the street or up a ramp.
- Drive slowly and watch for pedestrians.
- For security reasons, watch for the overhead door to close when parking or driving away.
- Wait for the door to fully close before using your remote to reopen it. Interrupting the cycle damages the overhead mechanism and requires costly replacement or repairs.

Indoor Parking Spaces

- Numbered parking spaces are limited common elements associated with a particular unit.
- Unauthorized vehicles may be ticketed by the Shorewood police at the request of the unit owner or the manager.
- You may rent your parking space, but only to another Eastwood resident.
- Do not use parking spaces for storage. It is a fire code violation.
- Park only in your own spot; don’t block access to another car, to maintenance rooms, or to fire safety equipment.
- Only bicycles may be parked on risers according to Village fire code.
- A motorcycle parked in front of a car must not extend beyond the yellow lines or cause the car to extend into the driving area.
- The 1818, 3916, and 3942 buildings were built with fewer parking spaces than units. Some owners in those buildings have a designated parking space in 1906. Those owners share a labeled space near the elevator in their own building, to be used as a temporary loading zone. Unauthorized parking and abusing the two-hour limit could result in a fine.

Electric Vehicles, Appliances, and Equipment

- Common element electrical outlets in the garages, lockers, or exterior may not be used to charge electric vehicles, batteries, appliances, or equipment.
- Using common element electricity increases the shared electric bill, presents a fire safety hazard, and affects Association insurance. Such use is subject to fine.
- Portable chargers may not be used in the garage.

Garage Damage

- Report damage to overhead doors or other garage infrastructure immediately to the manager.

Safety and Security

- Lost garage door openers jeopardize building security and resident safety.
- Order replacement openers from the manager. You will be charged for the cost.

Emissions/Exhaust

- Eastwood is a smoke-free community. Smoking or vaping in a parked car is prohibited.
- The garage is a closed environment. To prevent unnecessary emissions, running your vehicle's engine while you are parked for longer than three consecutive minutes is prohibited (for phone calls, or while loading and unloading).
- Garage exhaust fans run automatically early morning and late afternoon to clear exhaust during "rush hour" and any time the sensors detect a buildup of exhaust emission

Outdoor Parking

- Daytime parking is for visitors, delivery vans, and contractor vehicles. Residents may park to unload groceries or for other short-term use that does not exceed 90 minutes in any 24-hour period, and residents are otherwise prohibited to park in outdoor parking areas.
- Parking by owners, renters, or commercial vehicles is not permitted on outdoor parking areas between 9pm and 8am.
- Parking in spaces reserved for people with a handicap requires official tags.

Guest Overnight Parking

- Permits are required for parking overnight any time between 11 p.m. and 8 a.m. Permits are valid up to three nights in a thirty-day period. Pick up permits at the manager's office.
- Request guest permits for more than three overnights from the manager in advance.
- Display the completed, legible permit on the driver's side of the dashboard. Missing or unreadable information is interpreted as parking without a permit.
- Vehicles parked without permission are subject to ticketing by Shorewood police and your vehicle may be towed. All towing charges and storage expenses incurred by guests or renters are assessed to the unit owner.

Winter Parking in Lots

- From November 15 to April 1, winter parking rules are in effect and permits are required. Parking in the designated area allows plows to clear snow from the main part of each lot.
- In case of snow, permitted vehicles must be removed from the outdoor lots by 8 am. This allows plows to clear the majority of each lot for daytime use. Plowing occurs on the vendor's variable schedule and may occur morning, afternoon, evening, or at night.
- In case of heavy snowfall, plowing may be done more than once in a twenty-four-hour period. See also Snow Removal section.

- Winter parking permits are kept outside the manager's office.
- The designated winter parking areas are shown on the winter parking map posted near the office and on the bulletin board in each building.

Other Parking Options

- The Village of Shorewood allows some overnight on-street and temporary street parking. Monthly off-street parking is available for a charge.
- Visit www.villageofshorewood.org and select Parking to see all options.

Remedies Non-exclusive

The provision of these 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.

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.

Enforcement Policy

- A. The owner is responsible for any violation of the Declaration, Bylaws or Rules ("Governing Documents") by the owner, guests, or the occupants, including tenants, of his/her Unit.
- B. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible owner.
- C. All costs for extra cleaning or repairs or both to the common elements or other property stemming from any violation will be charged to the responsible owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an assessment for damages to the common elements or other property, and/or b) levy a reasonable fine per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable recurring fine per day.

- E. Prior to the imposition of a charge for damages to the common elements or other property, or a fine for a violation, the following procedure will be followed:
1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation along with the legal basis for the fine; and
 - c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or fine; and
 - d. A statement that the owner has a right to, and the procedures to request a direct negotiation conference before the Board to contest the proposed charge and/or fine within 10 days.
 - e. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.
 2. To request a direct negotiation conference, the owner must mail or deliver a written “Request for a Direct Negotiation Conference” notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an owner timely requests a direct negotiation conference at least seven days prior to the direct negotiation conference, the Board will provide the owner with a written notice that includes the date, time, and location of the conference. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or a fine will be immediately imposed; and
 - b. At the conference, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of conference, evidence or written notice to the owner to abate action, and intent to impose a charge for damages or a fine will become a part of the hearing minutes. The owner will then receive notice of the Board’s decision and any charge for damages or fine imposed within 30 calendar days of the conference
 3. The Association may file a lien for a charge for damages and/or a fine that remains unpaid for more than 30 days.

Remodeling, Replacing, Redecorating

Owners may remodel, redecorate, and replace fixtures and appliances according to the following Association guidelines. (Please refer to the ARC Homeowner Replace, Remodel, Redecorate packet found in AppFolio Shared Documents.)

Building Permits

- Refer to the ARC packet, your contractor, and the Shorewood Village Planning and Development Department to determine whether building permits are required.

Liability Insurance

- Confirm that your contractor carries liability insurance. If not, you and your homeowner policy are responsible for damages to common areas or other units.

Neighbor Courtesy

- Let your neighbors know about expected work noise and hours. See the sample notice in the ARC packet.

Contractor Expectations

- Unit owners are to furnish contractors working for them with a copy of this section of the *Handbook* along with the name, address, and phone number of the manager.
- Unit owners are responsible for any violations of the rules by their contractors.
- Unit owners must arrange for contractor access to the building and the unit.
- Work must not adversely affect other unit owners.
- Demolition, remodeling and redecorating may be done only during normal business hours (M–F 7:00 a.m.–6:00 p.m., Sat 9:00 a.m.–3:00 p.m.).
- Very noisy operations, including hammering or drilling, and any noise that can be heard outside the Unit are limited to M–F between 8:30 a.m.–5:00 p.m. unless pre-approved in writing by the manager.

Flooring

- Drilling into the concrete is prohibited.
- Sound deadening underlayment is required beneath tile, wood and hard surface floors.

Access to Construction Areas

- Building owners who can't be present will provide unit keys for contractors. Building access keys should be picked up from and returned to the office daily.
- Contractor vehicles may not block driveways, roads, or alleys or park in the garages.
- Transport and delivery of materials to and from units is limited to normal business hours (M–F 7:00 a.m.–6:00 p.m.).

- If use of an elevator is necessary, pads are required and should be requested by means of an AppFolio work order. Requests can also be made to the manager in two business days in advance if possible.
- Carpet runners, drop cloths, and corner protection must be used to protect common areas when large objects are being moved through the buildings. Contractors are required to supply these items and to remove them during non-working hours.
- Contractors must clean dirt or job debris from common areas daily. This includes but is not limited to stairwells, hallways, elevators, and entry ways.
- Contractors' tools or materials may not be left in common areas, except during loading and unloading, unless the manager has granted an exception.
- No work may be performed in the common areas without prior written approval from the manager. Hallways, stairwells, and elevators may not be blocked at any time.

Removal of Construction Materials

- Contractors must make arrangements for dumpsters for discarding materials, and coordinate with the manager about their location.
- Dumpsters must not interfere with the entries or exits of buildings or garages.
- Eastwood trash dumpsters must not be used for project debris. Unit owners will be held responsible if these provisions are ignored.

Conduct

- Professional conduct is expected of workers on the premises. Loud music, offensive language, and obscenities are not allowed. Owners are responsible for the actions of contractors who violate any of these rules.
- Eastwood property is smoke-free. Cigarette butts cannot be disposed of on the grounds, in buildings, or parking areas.

Building emergencies

- Notify the manager of all building emergencies resulting from demolition, redecorating, or remodeling work in units.
- If an emergency occurs after hours or the manager is unavailable, contact the management company's emergency number posted on bulletin boards and near the office in building 3942.

Liability

- Owners are responsible for verifying that their vendors carry liability insurance.
- Owners are responsible for any and all damage, insurance deductible, and extra charges for cleaning, removal of debris and/or adjoining units as a result of contractor or carrier work or negligence.

Redecorating

Submit notification to the ARC.

- Painting and staining: Notify your neighbors when this work is scheduled. Open your windows and use fans for proper ventilation but keep your unit door closed.
- Carpeting: The installer is responsible for hauling away old carpeting and all related debris and packaging materials. Do not dispose of these in trash bins.
- Hard-surface floors: A sound-deadening underlayment is required beneath tile, wood, vinyl, or other hard-surface flooring. Old flooring must be disposed of away from Eastwood property.

Replacing Appliances

- Replacing washers, dryers, water heaters, and plumbing fixtures and other electrical or plumbing work requires a building permit from the Village of Shorewood.
- Appliances and other large items must be delivered and removed through the garage entrance.
- Notify the manager of your plans at least two days in advance and arrange for the installation of elevator pads.
- If you do not have a master water shut off in your unit, notify your neighbors in advance that your plumber might have to shut off water in your stack. The manager will tell you which neighbors to notify and can tell the plumber which valve controls the stack.

Replacing Windows and Sliding Doors

- To ensure consistency of building appearance, two models are approved: “Anderson Series 400” or “Renewal by Anderson.” The color must be Terratone.
- Outward-facing windows must be casement style only. Windows that face into the patio or balcony may be either casement or slider.

Replacing an Air Conditioner

- Notify the manager in writing in advance to schedule contractor access to the roof.
- Replacing an air conditioner requires a building permit from the Village.

Renting Your Unit

Limitations

- Seasonal and short-term rentals are not permitted, including vacation rentals such as Airbnb and VRBO. Advertising a unit as available for less than 30 consecutive days is a violation subject to fines.
- According to the Eastwood Declaration and Bylaws, no more than twenty-two units at Eastwood may be rented at any time. This provision affects the Association’s master insurance policy and a potential buyer’s ability to secure a loan.
- The Association manager maintains a list of current owners and renters. An owner wishing to rent must notify the manager and then join a waiting list if the current number of rental units

has reached the limit allowed. The waitlist will operate on a first-come, first-serve basis. Owners who are leasing may continue to lease their Unit after each lease term ends. If the Unit is not actively leased for tenant occupancy for six consecutive months, the Owner will go to the bottom of the waitlist.

Requirements

- You must occupy your unit for at least one year before it becomes eligible for leasing.
- A rented unit that is sold does not automatically remain eligible for rental. The new owner must occupy the unit for at least one year before it becomes eligible for rental and can be added to the waiting list.
- The next owner on the waiting list will be notified and must receive the written approval of the manager and complete rental guidelines before a unit can be offered for rent.
- Rental leases must be for one full year. When a lease expires, it may be reissued *to the same renter* for month-to-month occupancy, or another year.

Owner Responsibility

The lease must specify that renters are subject to the Eastwood *Declaration, Bylaws, and Rules*, including the no-pets policy and the smoke-free everywhere policy.

- Give the renter a copy of this Handbook. Supply renters with keys and garage door openers.
- Give the manager a copy of the lease and tenant contact information (including telephone number, email address, and car license plate number) within seven days of the lease signing.
- Obtain landlord liability insurance. Require your renter to obtain a renter's insurance policy and provide a copy to you and to the manager.
- Coordinate moving arrangements between your renter and the manager. Be sure your renter has a copy of the Eastwood moving guidelines and insurance requirements.
- Owners are responsible for any damage to common elements during a tenant's move in or move out. The manager will arrange for repair and assess you for related costs.

You are responsible and liable for the conduct and action of your renters and their visitors.

To ensure the safety and security of the Eastwood community, an owner who violates these rules may be subject to fines.

Rule Violations

Violation of Shorewood ordinances or other serious behavior: Report to Shorewood police department.

- Violation of Eastwood Association rules: Report to the manager in writing or by email. Include this information:
 - A brief description of the observed violation and photos.

- Time and place of the occurrence.
- Name of offender and unit number.
- Name, unit, and telephone number of the reporting unit owner or resident. Anonymous complaints will not be considered.
- When a complaint is filed, the manager will attempt to resolve the matter in accordance with the Enforcement Policy.
- The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, will be entitled to recover the costs of the proceeding and the actual attorney fees the Association incurred in the enforcement action.
- A unit owner may appeal any enforcement procedure employed by the Board of Directors (including fines but not including arrearages of monthly Association fees or special assessments), by following the steps set forth in the Grievance Procedure.

Selling Your Unit

General Information

Whether you list with a real estate agent or plan to sell “by owner,” please alert the manager immediately.

Seller Pre-Sale Responsibilities

- Provide agent/buyers with a copy of the current budget, a copy of the accountant’s year-end financial review, current copies of the disclosure statement and Executive Summary, the Declaration, the By-laws, the Owner’s Handbook and other documentation as required in Wisconsin Condominium Statutes.
- Make potential buyers aware of the rules and limitations regarding renting your unit. (See Renting Your Unit in this handbook.)
- Also, make potential buyers aware of Eastwood’s No-Pets Policy and Smoke Free Everywhere Policy.

Seller Responsibilities After Accepted Offer

- Inform the manager when the sale is final and provide the new owner’s contact information, including phone number, e-mail address, and mailing address.
- Pay the monthly assessment in full through the month of closing so closing letters from the association can be released.

Buyer Responsibilities

- Buyers are required to pay a 0.03% capital contribution fee to the association at closing.
- In addition, the buyer also pays a Certificate Processing Fee of \$125 to MPC and a Move-in Fee of \$125 to Eastwood Owners Association.
- Inform the manager at least 7 days in advance of moving to receive a copy of the Moving Guidelines and request installation of elevators pads.
- See Renting Your Unit limitations in this Handbook.

Shopping Carts

Wheeled carts are provided as a convenience for residents who wish to move items between the garage and individual units.

- These carts are for short-term use only; return them promptly to the designated garage area.
- Don't leave carts in the hallways, in your unit, or on the elevator.
- Contractors and delivery drivers must provide their own dolly or cart.
- Taking a shopping cart from a nearby business (e.g., Walgreens or Metro Market) is theft. If you take one, please return it.

Signs

- Real estate signs: On the day of the open house, a generic "open house" sign and flags may be placed on the parkway and the building's main entrance. A small sign may be placed in the mailbox lobby to identify which unit to buzz for entry.
- Political signs: Owners may display a political sign in a window:
 - Must not exceed 24"x 24."
 - Must not be posted more than 30 days before voting closes in an election.
 - Must be removed within seven days after the election or vote.
 - Must not contain profane, lewd, or insulting language or images.

Smoking (including vaping and marijuana)

Eastwood is a completely smoke-free community, including individual units, the garage and parking lots, and all common and limited common areas.

- The unit owner is responsible for smoking violations by residents, renters, visitors, delivery people, and anyone working in their unit.
- To see a copy of the amendment to our documents and complete rules and enforcement procedures, go to AppFolio Shared Documents: Smoking Policy.

Snow Removal

- The Association contracts for snow removal from parking lots, building entrances, courtyard walkways, stairways, and city sidewalks in front of buildings.
- Eastwood winter parking rules are in effect from November to April. See Winter Parking for regulations.
- The Association cannot possibly eliminate all slippery conditions on the Property. When temperatures are near or below freezing, Owners must exercise additional caution and expect ice and slippery conditions to exist. Owners are responsible for warning all Occupants and guests of the slippery conditions.

Storage Lockers

Lockers are considered limited common elements because they contain fans, sprinkler heads, and other building infrastructure. They are maintained by the Association for the particular use of a unit owner. It may occasionally be necessary to access lockers for maintenance or emergency repairs.

- Items in the storage lockers are the unit occupant's personal property; occupants are responsible for any damage or replacement costs. Store personal property in plastic bins, when possible, to reduce moisture and rodent damage.
- Do not store hazardous, flammable, or combustible materials in the locker.
- Do not hang items from electrical conduit or the fire sprinkler lines that run through the locker. Allow at least one-foot clearance between personal property and the ceiling and sprinkler heads.
- Do not use freezers, refrigerators, or any device using Eastwood electricity in the storage areas.
- Do not charge electric vehicles (including bicycles and scooters) in the garage or storage areas.
- Turn off lights when the locker is not occupied.
- If your bicycle doesn't fit in the locker, you may store it on the concrete riser between the parking space and the locker door at your own risk. Anything else is considered a fire code violation and may result in a fine.

Trash and Recycling

Trash and recycling bins are located in each of the parking garages. Eastwood contracts for regular trash and recycling pickup. Follow posted guidelines and don't mix trash and recyclables in the same bin.

General Guidelines

- Keep the covers on trash and recycling bins closed at all times when not placing trash in the bin. If one side of the bin fills up, lift the other lid to find space on that side.
- Don't pour anything in garage floor drains and sump pump basins.
- Don't put hazardous waste in the garbage or recycling bins. Contact Village Hall for the location of the nearest hazardous waste drop-off site.
- Don't store garbage or recyclables on balconies or patios, in lockers, or anywhere in the common areas.
- To dispose of large items such as mattresses, appliances, electronics, and furniture, contact the Department of Public Works to arrange for pickup or drop items at the Shorewood dumpsite, 3801 N Morris Blvd, on certain Saturdays. (Charges might apply.) Do not leave these things in or by Eastwood bins. The disposal company will not pick up.

- There are two Goodwill stores within about a mile. If your smaller non-furniture items are in good condition, drop them off at one of those locations or call another charity for pick up.
- If you have large items delivered (furniture, mattresses, cabinets, appliances), arrange with vendors for removal of pallets and packaging. Do not use Eastwood bins.
- If you have work done in your unit, the contractor must remove all materials, debris, and packaging related to the work. Do not use Eastwood bins.

Recycling

- These items are suitable for recycling: clean glass bottles and jars, clean aluminum cans, clean plastic water bottles, milk jugs, many deli containers and lids, and other plastic items marked with the recycling triangle symbol. Placing any other items not appropriate for recycling in the recycling bin is prohibited.
- Newspaper, packing paper, shredded paper, and cardboard. (Pizza delivery boxes are garbage, not recyclable.)
- Empty and flatten boxes before putting them in the recycling bins or take moving boxes and packing materials to the U-Haul store for reuse.
- Packing materials (e.g., packing peanuts, extruded foam shapes, Styrofoam, bubble wrap, and inflated air pillows) are trash, not recycling. These items are rejected at the recycling center; all contents will go to landfill. Some U-Haul and UPS stores accept these items for reuse.
- All plastic bags must go in the trash, not the recycling bin.
- Do not use the recycling bin for furniture or appliances or houseware items such as venetian blinds. These items are not recyclable.

Vacant Unit Policy

To avoid the freezing of plumbing lines or fixtures, owners must continuously maintain heat in their dwelling at a minimum temperature of 55 degrees Fahrenheit or higher at all times. If at any time the dwelling experiences a loss of heat, the owner is responsible for immediately reporting the problem to the manager or a Board member. If a dwelling will be vacant for more than 72 consecutive hours, the owner must:

- Make sure all windows are shut and locked;
- Open all cabinet doors where water lines and drains are located;
- Arrange for a responsible person to check on the Unit to verify that the heat is on and that there are no leaks or other concerns.

Water Damage

In the Common Areas

- Immediately notify the manager if you observe a water problem anywhere: in a common or limited common area (hallway, garages, storage lockers).
- In case of emergency outside office hours, call the management office emergency number posted on the bulletin board or in the elevator.

In Your Unit

- If an appliance or a plumbing fixture in your unit is leaking, it is your responsibility to have it repaired. Water leaks in bathrooms and kitchens can cause mold problems. Be sure air can circulate around your water heater.
- Even a slow toilet leak can cause huge water bills for the Association. If you hear your toilet constantly running, contact a plumber. Then notify the manager immediately.
- If a water problem in your unit damages something in your neighbor's unit or in the common elements, you are responsible for repair and remediation costs. Contact your insurance agent.

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