# Eastridge Condominiums Homeowners' Association Inc. Rules and Regulations Revised and Restated December 6, 2022

Specific policies are adopted by the Board, when necessary, to more clearly define or specifically apply rules and regulations of the Eastridge Condominium Homeowners' Association. These policies are adopted in accordance with the power granted by the Declaration and Bylaws of the Eastridge Condominium Homeowners' Association to create Rules and Regulations (Section 12 and Article VI section A.) These Rules and Regulations are in compliance with Federal Laws, Wisconsin Condominium Owners Act, Wisconsin Statute Chap. 703, Eastridge Condominium Declaration and Bylaws. The Rules and Regulations are developed for the comfort and convenience of all residents of the Eastridge Condominium and shall apply to all Owners, Tenant(s)s and Guests.

**Policy 1. Definitions.** All capitalized terms not specifically defined herein shall have the meaning assigned to them in the Declaration or Bylaws.

<u>Policy 2. Conflict.</u> The rules and regulations set forth herein, as well as those adopted in the future, are in addition to the Declaration and the collateral documents incorporated therein, and in the event of a conflict the Declaration and the collateral documents incorporated therein shall control.

<u>Policy 3. Additional Rules and Regulations Modification.</u> The Board may amend or repeal these Rules and Regulations, and may adopt additional rules and regulations concerning the use, maintenance and operation of the Condominium, from time to time in the manner as provided in the Declaration or Bylaws.

<u>Policy 4. Enforcement of the Rules and Regulations.</u> The Board shall have full power and authority to enforce these Rules and Regulations, as the same be modified from time to time. It shall have plenary powers and remedies including, but not limited to, the right to call law enforcement officials, the power to seek relief (injective and otherwise) from a court and the power to levy reasonable fines for violations.

## Policy 5. Fine Assessments for Violations of The Declaration, Bylaws, Rules and Regulations or Policies.

- 1. <u>First Violation</u>. First violation(s) will be served as a written notice. This notice will define the violation and evidence of such action(s) that warrants the written notice. Anyone receiving such notice can ask to be heard by the Board of Directors and present any documentation to dispute the violation(s) upon written request. If no such request is received within 15 days of notice, it will be noted that no such request has been made and the record of violation will stand.
- 2. <u>Second Violation.</u> A written notice defining the violation and evidence of such action(s) that warrants the written notice and a fine of \$50.00 will be assessed. Anyone receiving such notice and fine can request in writing a meeting with the Board to present any documentation to dispute the violation(s) upon written request. If no such request is received within 15 days of notice, it will be noted that no such request has been made and the violation and associated fee will stand.
- 3. <u>Third Violation.</u> A written notice defining the violation(s) and evidence of such actions(s) that warrants the written notice and a fine of \$100.00 will be assessed. Anyone receiving such notice and

fine can request in writing a meeting with the Board to present any documentation to dispute the violation(s) upon written request. If no such request is received within 15 days of notice, it will be noted that no such request has been made and the violation and associated fee will stand.

- 4. <u>Fourth and any reoccurring violations</u>. A written notice defining the violation(s) and evidence of such action(s) that warrants the written notice and a referral for legal action may be taken as outlined in the Declaration and Bylaws of Eastridge.
- 5. <u>Serious Offenses.</u> Any violation that involves serious risk of immediate harm to persons or property or demonstrates a reckless indifference to the peace and order of the community shall constitute a serious offence and any fine or other action that may be levied will be determined by the board based in the severity of the offense.
- <u>Policy 6. Residential Purposes Only.</u> No Unit shall be used in whole or in part for anything other than a residential purpose. This does not preclude the use in part for the purpose of an in-home office for employment.
- <u>Policy 7. Occupants of Units</u>. No Unit shall be occupied by more than two (2) persons unrelated by blood, marriage or adoption per bedroom per Unit.
- <u>Policy 8. Ownership of Units</u>. No Owner shall own, directly or beneficially, more than two (2) units so long as said Unit Owner (a) occupies one (1) Unit as said Unit Owner's primary residence, and (b) the second unit is occupied by a renter/Tenant(s) who is fully vetted by the Unit Owner and meets the requirements of Policy 11 of these Rules and Regulations and that the second Unit rented does not exceed the 20%- or 6-Unit limit of allowed rental properties.
- <u>Policy 9. Rental Limitations</u>. There is s 20%- or 6-Unit rental occupancy limit. Before any Unit can be rented, prior authorization from the Board must be obtained to ensure the 20%- or 6-Unit limit is not exceeded. All Owners, who are seeking to rent a Unit will provide a request in writing to the board for approval and to verify the request will not exceed the 20%- or 6-Unit threshold on Rental Limitations. Rental requests and approval will be allowed on a first come first serve basis and in the event, there are additional Unit Owners requesting rental approval a waiting list will be established.

**Policy 10. Sale of Unit(s).** The Board must be notified of intent to sell any Unit.

- 1. It is the Owner's responsibility to ensure The Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations be transferred with the Unit at the time of sale. Failure to do so will require the Owner/Seller to pay for the cost of any reproduction of the above documentation.
- 2. Building keys and garage door opener(s) must be turned over to the buyer at time of close. The Association is not responsible for replacement of these items.
- 3. The Owner/Seller must contact the Board and request all documentation required by Law, Wisconsin State Statute Chapter 703, to be provided to the buyer with an official offer to purchase within 5 days of accepted offer. One copy will be provided free of charge and any additional requests for documentation will be provided with a fee.
- 4. Documentation requests from buyer's mortgage or financing provider will be provided to the buyer with a fee. See the Executive Summary for fee schedule.

**Policy 11. Leased Units.** Any Unit leased to one (1) or more Tenant(s)s are subject to the following provisions.

- 1. All leases and Tenant(s) are subject to the reasonable approval of the Association's Board of Directors. A Unit Owner desiring to lease a Unit shall present the Board with a background check, letter of references and a credit check of the prospective Tenant(s) together with such other information and criteria as the Board may, in its reasonable discretion from time to time establish, all of which may be considered by the Board of Directors in determining whether to grant approval of a proposed Tenant(s). The Board shall, within seventy-two (72) hours after receiving all of the foregoing information, provide the Unit Owner with a written acceptance or rejection of the proposed Lease, including a detailed statement of the reasons for any rejection.
- 2. The Lease must include a Lease Agreement Amendment. The Lease Agreement Amendment will be given to the Owner upon Board approval of Tenant(s) occupancy. The agreement includes the following.
- a. Agreement of Compliance: Entering into a condominium rental agreement constitutes an agreement by the Tenant(s), as a condition of the condominium rental agreement, to comply with the Rules and Regulations and the Bylaws of the Eastridge Condominiums Homeowners' Association and the provisions of the Declaration.
- b. A provision for immediate termination of the Lease by the Owner in the event of the habitual violation of these Rules and Regulations, the Bylaws and Declaration.
- c. A provision allowing the Board to obtain injunctive relief and declaratory order form a court of competent jurisdiction, ordering the Unit Owner to terminate the lease in the event of habitual violation of the Rules and Regulation, Bylaws and Declaration of the Eastridge Association.
- d. Owner will not permit Tenant(s) to sublease the Unit to another Tenant(s) without first meeting the requirements of the forementioned requirements listed in paragraph one (1) of Policy 11.
- 3. Owner's must provide current contact information to the Board to include a phone number, email and current mailing address. Failure to provide such information shall constitute an appointment by said Owner of the Board as the Unit Owner's "attorney -in-fact" for purposes of dealing with any and all urgent or emergency matters relating to the Unit, the Condominium, including any Tenant(s) occupying said Unit.
  - 4. Upon approval of lease the Owner must provide their contact information of the Tenant(s) to include phone number, valid email address and an emergency contact for all Tenant(s)s occupying said unit.
- 5. A copy of the signed lease or renewal of lease and any amendments to the lease required by the Association will be given to the Board five (5) days prior to Tenant(s) occupancy or continued occupancy.
- 6. Owner will provide a copy of these Rules and Regulations, the Bylaws and Declaration of the Association to the Tenant(s).
- 7. Unit Owner shall be responsible for any and all damage, destruction, theft, cleaning and/or other extraordinary costs or expenses to the Common and Limited Common Elements and

Areas or the Association caused by the Tenant(s) and/or the Tenant(s)'s guest(s). Unit Owners will promptly pay the Association any sums that so become due. Any such amount that remains unpaid for more than 15 days after invoice is issued by the Association such amounts shall become a Special Assessment to the Unit and subject to the Collection Schedule of Assessments, Fines, Dues, Fees and Etc. Policy 31 of these Rules and Regulations.

- 8. Failure to provide the Board with these requirements will result in a fine and will be subject to Policy 5 and 31 of these Rules and Regulations.
- 9. Any violation of the Rules and Regulations by the Tenant(s) or their guest(s) will result in the owner being fined and will be subject to Policy 5 and Policy 31 of these Rules and Regulations.

<u>Policy 12. Moving.</u> Unit Owners and Tenant(s)s shall give notice to the Board not less than five (5) days prior notice of moving in or out.

- 1. A scheduled inspection of the Common Areas, such as hallways, fire doors and stairwell walls and doors will be conducted along the moving route of said Unit Owner or Tenant(s). All existing imperfections shall be noted. Any damage that may result in these areas from moving in or out by the Owner, Tenant(s) or any third-party shall be repaired at the expense of the Owner or Tenant(s). If an Owner or Tenant(s) fails to notify the Board of moving in or out all noted damages in the areas stated above that are in the route of the Owner's or Tenant(s)'s move in or out shall be the responsibility of the Owner or Tenant(s).
- 2. All moving in or out of furniture and other household items shall be done only between the hours of 8:00 a.m. and 9:00 p.m. unless special authorization is granted by the Board.
- 3. Professional moving services are strongly recommended for large, heavy and cumbersome furniture and household items. The elevator should be utilized whenever possible.
- <u>Policy 13. Parking.</u> Unit Owners shall be responsible for parking by themselves, and their Tenant(s), guests and invitees.
- 1. Owners and their Tenant(s), guests, and invitees shall park only in the assigned parking stall(s). There shall be no overnight parking except in the assigned parking stalls. If any Owner, Tenant(s), guest(s) or invitee(s) parks in such a place or in such a manner as to unreasonably interfere with the access, ingress and egress of any other Owner, Tenant(s), guest(s) or invitee(s) or to interfere with snow plowing or snow removal, or to otherwise create a nuisance, in violation of these Rules and Regulations, the Bylaws and Declaration the Board may have any such violator ticketed, and or towed and the Unit Owner shall be responsible for any and all cost and expenses associated therewith.
- 2. Guest Parking Spaces shall be designated as such and shall be available for use by Unit Owners and Tenant(s), and their respective guest(s) and invitee(s) on a "first come, first serve" basis in accordance with these Rules and Regulations; provided, however, that no such Guest Parking Space maybe occupied by any Owner, Tenant(s) or guest or invitee for more than 48 consecutive hours. For Owners and Tenant(s), and their respective guest(s) and invitee(s) that are requiring parking for greater that 48 consecutive hours they must sign-up for a guest space by signing in on the Guest Parking Space

roster located on the garage level at the elevator entrance with parking being limited to no more than seven (7) consecutive days.

- 3. No campers, recreational vehicles, trailers, boats, snowmobiles, or all-terrain vehicles may be parked in any Unit owned or Guest Parking Spaces. Motorized Scooters and Motorcycles are allowed to be parked in Owner owned and Guest Parking Spaces
- 4. No automobile, truck, boat, camper, recreational vehicle, all-terrain vehicle, motorcycle or vehicle of any kind shall be repaired upon Condominium premises; provided that this shall not prohibit routine Owner maintenance such as filling of windshield washer fluid, checking of various fluid levels, replacement of wiper blades and similar activities so long as the vehicle is not rendered inoperable by virtue of such activity.
- 5. A limited number of Guest Parking Spaces will available for long-term leasing from the Association on a "first come first served" basis. A leasing contract will be issued and signed by the renter and the Association, rent is payable to the Association as the rate set forth by the Association and will be due the first of the month and a one-time, refundable deposit fee for a garage door opener will be applied with the first month rent of the space. The deposit amount will be annotated on the lease at the time of signing. No space will be rented to any non-resident without exceptions.
- 6. Each Owner will be issued one (1) or two (2) garage door openers in accordance with the number of parking spots that are deeded to the Unit.
- 7. Surface parking lot parking should be limited to no more than two (2) hours for Owners. No overnight parking is allowed for owners or guest(s). No trailers are allowed to be parked in the lot by owners or guest(s). Exceptions to trailer parking will be allowed for moving or delivery purposes. This excludes vendors, contractors and delivery personnel conducting work related to the Association or the Unit Owners.
- <u>Policy 14. Building Security</u>. The Board shall be responsible for enforcing all building security measures, including but not limited to the following:
- 1. Each Unit Owner and Tenant(s) shall be responsible for, and take reasonable precautions to assure, the security of their respective Unit(s), the Common and/or Limited Common Elements, other residents of the Condominium and the personal property belonging to any of the foregoing.
- 2. Each Owner shall receive one (1) or two (2) keys to the entrance doors to the building. No Unit Owner, Tenant(s), guest(s) or invitee(s) shall duplicate said keys or give out pass keys to any third party except on a temporary basis for the convenience of the Unit Owner or Tenant(s). Said Unit Owner shall be responsible for the said keys and shall promptly notify the Board if any key is lost or stolen. If the Board believes in its reasonable discretion that the security of the building or its Common and/or Limited Common Elements have been compromised by any Unit Owner or Tenant(s), or their respective guest(s) or invitee(s), then the Board may have the building or any parts thereof, including each Unit, if appropriate, re-keyed, and may charge the cost thereof back to the responsible Owner.
- 3. No door shall be propped open, no exterior doors left unlocked, nor any security or locking system temporarily or permanently disabled, except during move-in or move-out by Unit Owner or

Tenant(s), and then only when done in accordance with the provision of Policy 23 Moving, and only for such a period of time as reasonably necessary to grant ingress and egress for such purpose.

- 4. In order to assure building security, each Unit Owner and the respective guest(s) and invitee(s) shall normally obtain ingress and egress only through the designated ingress and egress doors in the Common Areas and through the garage. Use of the balcony or patio doors for the ingress and egress is discouraged. Windows and emergency exits shall be used only for emergency ingress and egress.
- 5. No Unit Owner, Tenant(s), guest(s) or invitee(s) shall grant access to the building to any party who is not properly identified, in other words, no blind intercom ring and door opening is allowed. Identify the person who is requesting entrance at all times.
- 6. Security cameras installed by the Association, are located throughout the building at the entrances and in the parking garage. Activity recorded on all the cameras are kept for thirty (30) days. Security monitors and recordings are kept behind a locked door with limited access. The Association Board members are the only individuals with access to the live camera feeds and the recorded activities. Unit Owners can request in writing to view stamp times of video from specific dates if warranted and approval is at the discretion of the Association Board.
- <u>Policy 15. Passageways.</u> The streets, sidewalks, entry ways, hallways, stairs, and other Common Elements shall not be obstructed in any manner, and shall remain open at all times, and shall be used only for the purpose of ingress and egress.
- <u>Policy 16. Storage of Certain Items</u>. Nothing shall be stored, permanently or temporarily in, on or about the Common and/or Limited Common Elements, including the hallways, entry ways, stairways, and the like.
- 1. Bicycles shall be stored in the racks located in the garage area, inside Units or designated Unit storage areas.
- 2. The follow are **not** permitted on the Limited Common Elements listed as balconies and patios. Charcoal and gas grills, water hoses, clotheslines, furniture not intended for outdoor usage and other items that will otherwise present an unsightly appearance or are in violation of fire codes.
- 3. No hazardous, combustible or offensive goods, products or materials shall be stored or kept in any Unit or the Common and/or Limited Common Elements.
- 4. Assigned Unit storage areas, must have a minimum of twelve (12) inches of clearance from the top of stored objects and the ceiling of storage area. This is in compliance with city fire codes.
  - 5. Assigned storage areas should not have garbage or food items stored.
- **Policy 17. Signs.** No signs shall be displayed from any Common and/or Limited Common Elements unless approved by the Board. Signs are permitted within the Unit Owners' Unit only.
- <u>Policy 18. Antennae and Satellite Dishes.</u> No television antennae, satellite dishes or other equipment shall be installed on the Common Elements or property of the Condominium premises. If an Owner wishes to install an antennae or satellite dish to the Limited Common Elements directly associated with the Owner's Unit such as a patio or balcony the Owner must first notify the Board in writing of said

intent. Any and all damage caused by the placement and/or removal of said items will be the responsibility of the Unit Owner.

<u>Policy 19. Pest Control.</u> No Owner shall permit the infestation of their Unit or any Limited Common Element appurtenant to the Owner's Unit by pest, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Board as soon as the Owner or Tenant(s) is aware of same, will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.

<u>Policy 20. Common and Limited Common Elements.</u> Each Unit Owner or Tenant(s) shall maintain the Limited Common Elements appurtenant to the Owner's Unit (patios and balconies) in a neat, clean and sanitary condition.

- 1. No objects or structures, including door decorations such as wreaths, door knockers, or other décor or materials shall be placed or affixed to Unit doors, no door mats, throw rugs, carpets, planters or décor shall be placed in the hallways.
- 2. In Common Areas such as hallways, stairwells, lobby, entrance ways and the like, there shall be no placement of decorations, holiday or others in any Common Areas without the permission of the Board.

Policy 21. Trash and Refuse Disposal. All Unit Owners and Tenant(s) shall keep their respective Units and all Common and Limited Common Elements free from trash and debris. All household garbage, trash, and refuse shall be deposited in the receptacles provided for such purpose. No "large items" such as furniture, appliances, and the like, or hazardous items or materials, such as chemicals, computers and electronics, and the like, shall be disposed of in said receptacles. Recycling shall be observed in accordance with the applicable waste management provider and city and county regulations. No plastic bags, containers with residual food particles are allowed in the recycle bins. All cardboard boxes should be broken down prior to placing them in the recycling bin.

<u>Policy 22. Pets.</u> Please see the separate Pet Policy.

**<u>Policy 23. Smoking.</u>** Eastridge is a fully smoke free campus.

- 1. Smoking is prohibited everywhere on the property at Eastridge including, but not limited to, the individual Units, Common and Limited Common Areas, parking lot and parking garage, grounds, decks and dock.
  - 2. No Owner shall smoke or permit smoking by any Owner, Tenant(s), guest(s) or invitee(s).
- 3. Smoking in violation of this policy shall constituent a nuisance, pursuant to the governing documents of the Association.
- 4. The Board shall have the authority and power to enforce this policy including but not limited to the schedule of fines outlined in Policy 5 in these Rules and Regulations.
- <u>Policy 24. Maintenance and Repair of Units.</u> Each Unit Owner shall properly perform or cause to be performed all maintenance and repair of their Unit which, if omitted, causes any portion of the Unit, adjacent Units, Common and/or Limited Common Elements damage. The Owner of such Unit shall be

liable to both the Association and other Unit Owners for any damages caused by their failure to maintain said Unit.

## Policy 25. Access to Units for Maintenance of a Unit other Units and Common Elements.

- 1. Upon reasonable notice, each Unit Owner or Tenant(s) shall grant the Maintenance Manager or any person authorized by the Board of Directors access to their Unit for the purposes of maintenance and repair to said Unit, or an adjacent Unit, the Common and/or Limited Common Elements; provided, however that no notice shall be required in the event of emergency. The Maintenance Manager or designee shall use his or her best efforts to assure that such access is at reasonable times.
- 2. In the case of a unit being neglected or has been vacant for more than six (6) consecutive months, where no Owner activity or normal monthly maintenance is known to be performed by the said Unit Owner or their designee, the Maintenance Manager will have authorization or a person or person(s) designated by the Maintenance Manager or the Board of Directors to enter the Unit for the purpose to perform maintenance. These monthly maintenance duties will consist of, but are not limited to, flushing of toilet(s), running water in all sinks, and checking all sources that may cause any water leaks, inspection for any type of pest infestations, such as mice, bats, insects, etc. The monthly maintenance and pest inspection will be billed to the Unit Owner. All notifications of entrance will be sent via email or through the USPS and will be sent 12 to 24 hours prior to maintenance and inspection.

<u>Policy 26. Increase of Insurance Rates.</u> Nothing shall be done or kept in, on or about any Unit or the Common and/or Limited Common Elements that would increase the premium for or cause the cancellation or unenforceability of, the Association's insurance on the Common and/or Limited Common Elements, or any Owner's insurance on any other Unit in the Condominium or the Limited Common Elements.

# Policy 27. Nuisances; Compliance with the Law.

- 1. No Unit Owner, Tenant(s), guest(s) or invitee(s) shall make or permit anything to be done in, on or about any Unit, the Common and/or Limited Common Elements that would constitute a nuisance or otherwise tend to interfere with the quiet enjoyment of the Condominium by other Unit Owners, Tenant(s)s, guest(s) or invitee(s), including without limitation, loud or offensive noises of any sort, smoke, odors, and excessive vehicular and foot traffic.
- 2. No Unit Owner, Tenant(s), guest(s) or invitee(s) shall do anything, fail to do anything, or allow anything to be done or omitted in, on or about any Unit, the Common and/or Limited Common Elements the result of these would be a violation of any applicable statute, law, ordinance, Eastridge Declaration, Bylaws, or these Rules and Regulations.
- 3. Neighbors are encouraged to settle grievances amongst themselves. It is recommended that you personally contact your neighbor and make them aware of the offending activity before contacting the Board. If the offending activity continues you may request that the Board assist in resolving the issue. If the offending activity is an emergency, please contact law enforcement.
- <u>Policy 28. Observing Laws, Rules and Regulations.</u> Each Unit Owner and Tenant(s) shall cause themselves and their respective guest(s) and invitee(s) to observe and adhere to any and all applicable federal, state, and local, laws, statutes, ordinances, codes, and regulations applicable to the occupancy

and use of the Condominium, as well as these Rules and Regulations. All of these may from time to time be amended.

<u>Policy 29. No Liability for Personal Property.</u> Neither the Association nor the Board of Directors shall have any responsibility for or liability for any loss of or damage to any personal property of any Unit Owner, Tenant(s), or their respective guest(s) or invitee(s), kept or stored on or about the Condominium premises in areas specifically but not limited to; in any Unit, Common Element, Limited Common Element, storage room, or parking garage or surface lot.

<u>Policy 30. Reserves.</u> The Board of Directors may, from time to time in its reasonable discretion, establish reserves for repairs, replacements, improvements and the like, specifically including but not necessarily limited to roof repairs and replacements, repairs and replacements of sidewalks, drives and parking areas, maintenance, repairs and replacements of Common and/or Limited Common Elements and the like. All such reserves shall be segregated in one or more escrow accounts and held solely for the specific use(s) and purpose(s) for which such assessment(s) was/were levied.

<u>Policy 31. Collection Schedule of Assessments, Fines, Dues, Fees and Etc</u>. It is important for the efficient operation of the Condominium that Association fees and other amounts be paid on a timely manner.

- 1. Yearly Assessments. Each Unit Owner shall pay to the Association such Owner's prorate share of the annual association assessment as fixed by the Board of Directors. Such annual assessments can be paid monthly due the 1st of each month, paid quarterly due on the 1st of the month each quarter or yearly due January 1st, without need for notice. Late fees of 10% or \$25, whichever is greater will be applied after 5 days, after 60 days the account will be referred to collections and accounts with 120 days delinquency will be referred to legal counsel for a lien against the property. Late fees of 10% or \$25, whichever is greater, will accumulate every 30 days until the balance is paid in full. All legal fees will be the responsibility of the delinquent Owner.
- 2. Special Assessments. Each Unit Owner shall pay to the Association such Owner's prorate share of any special assessment as fixed by the Board of Directors. Such special assessment shall be paid on or before the date affixed to the notice of special assessment. Late fees will be levied after 5 days or 10% or \$25, which ever is greater, after 60 days the account will be referred to collections and if delinquent at 120 days or more the account will be referred to legal counsel for a lien to be placed on the property. Late fees of 10% or \$25, whichever is greater, will accumulate every 30 days until the balance is paid in full. All legal fees will be the responsibility of the delinquent Owner.
- 3. Fines, Dues, Fees, and Etc. All fines and fees will be due on the stated date within the notice and/or invoice. A late fee of \$25.00 will be applied for any account 5 days past due, accounts 60 days past due will have a referral for collection, accounts 120 days or greater will have a referral for a lien on the property. Late fees of \$25.00 will accumulate every 30 days until the balance is paid in full.

## Policy 32. Board Meetings and Annual Meetings.

1. The Board Members can hold meetings virtually for the purpose of conducting the operational business of the Homeowners' Association. The Board will have the sole responsibility and decision authority of making meetings virtual or in person.

2. Annual Owners/Members Meetings, the Board can, in emergency circumstances, in the best interest of or for the purpose to conduct the business of Eastridge hold Annual and Special Owners/Members meetings virtually. Members can attend the meeting virtually or by a directed proxy. A directed poxy will be used to have a quorum and allow for Members/Owners to dictate and record how their vote should be cast on all line items going to vote.

<u>Policy 33 Voting.</u> For elections of directors and for matters requiring at least 65% of ownership votes, the association shall provide general notice of all of the following at least 30 days before the ballots are distributed:

- 1. The date and time by which, and the physical address where, ballots are to be returned by mail.
- 2. The date, time, and location of the meeting at which the ballots will be counted by the inspectors of the election.
  - 3. The list of all candidates' names that will appear on the ballot.
- 4. Ballots and a preaddressed stamped envelope with instructions on how to return ballots shall be mailed by first-class mail or delivered by the association to every member not less than 30 days prior to the deadline for voting.
- 5. A quorum shall be required as stated in Eastridge Condominiums Homeowners' Association, Inc. Bylaws, Article III paragraph K Quorum. Each ballot received by the inspectors of the elections shall be treated as a member present at the meeting for purposes of establishing a quorum.
- 6. In an election to approve an amendment of the governing documents, the text of the proposed amendment shall be delivered to the members with the ballot.
- <u>Policy 34. Owner Complaints and Concerns.</u> All Owner complaints shall be presented to the Board for review in writing by email or through the postal service addressed to Eastridge Condominium Homeowners' Association Board Members. All written complaints will be managed by the Board in a timely manner and response will issued in writing to the individual(s) making such complaint or communicating a concern.
- 1. A request to meet with the Board for further resolve of complaints can be made in writing by email or through the postal service. A meeting time will be made at a time convenient for all parties.
- 2. All verbal complaints, unless considered an emergency, will not be addressed formally by the Board.