

**RULES AND REGULATIONS
OF THE STARLITE POINTE OWNERS ASSOCIATION, INC.**

Updated _____, 2022

The following rules and regulations are adopted by the STARLITE POINTE OWNERS ASSOCIATION, INC., (“Association”) pursuant to Article VI, Section 4 of the Declaration of Unit Ownership and of Easements, Restrictions, Covenants and Conditions for Starlite Pointe Condominium, (as amended, the “Declaration”), and the Association’s Bylaws, Article V, Section 2, for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

**ARTICLE I
GENERAL**

1.01. Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02. Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration.

1.03. Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04. Winter Heating. Whether occupied or vacant, all Units must have the Unit temperature (heat) set high enough to prevent frozen pipes, or water must be turned off with pipes winterized.

**ARTICLE II
APPEARANCE**

2.01. Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Association. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days in advance of the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

2.02. Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03. Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04. Antennae and Satellite Dishes. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

(a) Owners must notify the Board in advance of installing a satellite dish or antenna.

(b) No satellite dishes or antennas may be placed in the common area.

(c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

(d) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

(e) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

2.05. Laundry. No laundry is to be hung on the balcony or in windows for any reason; however, swimwear and beach towels are permitted to be hung on the balcony to dry.

2.06. Limited Common Elements. All decks and patios which are open to public view shall be kept in a neat and orderly condition.

ARTICLE III USE RESTRICTIONS

3.01. Animals. The Association is committed to providing a safe and comfortable residence for all Unit Owners and their animals. These rules apply equally to the animals of guests, families and invitees of Unit Owners.

(a) The Association requires animal owners to register their animal(s) with the Association or an animal may not be harbored at the condominium at any time. (See Animal Registration form). Animal Registration forms must be completed and sent to the management office within 7 days of unit occupancy or the acquisition of a new animal. The registration form is available at the office of the Manager and the completed form must be accompanied by a photo of your animal.

(b) Unit Owners will be fully responsible for personal injuries, property damages caused by their animal(s) or the animal(s) of their guests or any problems and noise complaints. Unit Owners will be responsible for indemnifying defending the Association, its Board of Directors, the Manager and other Unit Owners against loss, claim or liability of any kind or character arising from or growing out of any act of such animal(s).

(c) Livestock, poultry, or other animals kept, bred or used for any commercial purposes shall not be allowed or kept in any part of a building. Common household animals (such as caged birds, reptiles, rabbits, and the like) are allowed, but no Unit Owner is allowed to harbor more than 3 animals in his Unit at a given time. Visiting animals may be allowed in a Unit, but only up to 4 total animals in the Unit (visiting and/or residing) at any given time, and only with advance written permission of the Board.

(d) Fostering animals is permitted as long as all other animal rules and regulations set forth herein are followed.

(e) Dog and cat owners must comply with all municipal ordinance requirements, which includes having current rabies vaccinations and a city license.

(f) In Common areas, animals must always be on a leash and under the appropriate control of an owner or guardian. Animals may not be kept on a balcony when the Unit Owner is not at the Unit. With respect to leashing, the following is also required:

(i) Maximum leash/lead length of 25 feet.

(ii) Leash must be hand held

(iii) Animals may be tied to a common element (such as the pier) but only when the area is unoccupied. When another person enters the same space where the animal is tied, Owner must untie the animal and keep it under hand-held leash control once again.

(iv) Animals may be tied to the Unit or Limited Common Element (leash/lead length max applies)

(v) Animals on an open deck must be on a leash/lead (again, the leash/lead length max applies)

(g) Unit Owners must immediately remove and properly dispose of all animal waste. Animal waste may not accumulate in any area of the condominium.

(h) Aggressive or dangerous animals are not welcome at Starlite Pointe Condominiums. Animals shall not be permitted to cause a nuisance or disturbance. Unit Owners who have an animal that has been declared to be “dangerous” by any Municipality shall immediately lose all authorization to keep that animal within the Condominium and shall immediately remove the animal from the Condominium. Such Unit Owner may not keep other animals within such Unit or within the Condominium premises without the prior written, express consent of the Board of Directors.

(i) **Enforcement.** If an animal causes a nuisance or disturbance to other Unit Owners or if the animal Owner violates any of the Rules in this Section, the Board of Directors or the Manager may give warning of violation by delivery of such written warning to the Unit where the animal resides. If violations continue after the warning, any member of the Board or any resident of the Condominium may contact municipal authorities to prosecute ordinance violations. After warning, the Unit Owner will be required, upon notice from the Board, to remove the animal from the Condominium, unless the problem is corrected within the time set by the Board. Violations arising from personal injury to persons shall immediately be reported to municipal Animal Control and to the Management Company.

(j) Unit Owners who violate this covenant shall be subject to fines and all legal remedies available to the Association, its Board of Directors and all other Unit Owners, as provided in the Declaration, in the Bylaws of the Association, and by Wisconsin law.

(k) No animals are permitted which would violate the “banned breeds” provision of the Insurance policy for the Association. A list of the banned breeds is available by calling the Manager and it is the burden of Unit Owners to research this list of banned breeds before selecting an animal.

3.02. Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03. Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. The Owners shall be given a reasonable period of time to remedy any cited problem, after which interval of time the Board will undertake such maintenance and a special assessment shall be levied against the Unit.

3.04. Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05. Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06. Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.07. Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Common Element without the prior written approval of the Association.

ARTICLE IV VEHICLE RESTRICTIONS

4.01. Driveway Use. The driveway (extending from the parking lot) may be used for temporary loading/unloading and for authorized Association maintenance vehicle parking only.

4.02. Parking. Unit Owners shall be permitted to park no more than four (4) vehicles at any given time. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. No disabled or inoperable vehicles are permitted at any time. No mechanical work can be performed on-site. Only properly registered vehicles are permitted on-site. From Memorial Day to Labor Day, boats, jet skis and their respective trailers, may not be parked for more than twenty-four (24) hours, and never on a Saturday. Owners and renters must launch their vehicles immediately and make off-site arrangements, at their own expense, for their trailers to be stored during this time inasmuch as the parking areas cannot accommodate such storage during the peak season. Open parking for such property is permitted for ten (10) day intervals during the remainder of the year, excluding Memorial Day through Labor Day. No boat jet ski or trailer "storage" shall ever be permitted. Any trailer located on the Condominium property for more than ten (10) days in the off-season shall be considered to be in violation.

4.03. Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit or Limited Common Areas. Kayaks and canoes can be stored in the Common Elements for up to 48 hours.

ARTICLE V DOCK RULES

5.01. SPOA adopts the definition of a "slip" from the Village of Lake Delton's municipal ordinances: Slip means a space at a pier, wharf, boat hoist, or mooring for one watercraft on or directly over the water. "Slip" does not mean the temporary placement of watercraft partially in the water and partially on the shore, or the temporary placement of a watercraft on top of a pier or wharf so that no portion of the watercraft is in the water or on a boat hoist. "Slip" does not mean the location of docking facilities in a boathouse.

5.02. All management of piers and the administration (including fee collection) is handled by the Property Management Company or the Board designee.

5.03. Members of Starlite Pointe Owners Association and dwelling renters within the complex may contract for the boat facilities.

5.04. All new applicants must provide a description of their watercraft and watercraft lift prior to installation to ensure compliance with SPOA Dock Rules.

5.05. It is to the board's discretion to grant temporary permission of a preexisting violation of the dock rules to a lessee. The board must vote to determine the duration of to which the lessee has to remediate the outstanding violation as well as appropriate fees charged to the lessee. If the violation is not corrected during the agreed upon to time period than the acting board will vote to determine a new agreement.

5.06. Owners/Members application will always take precedent over any dwelling renter's application on a yearly basis. A dwelling renter can only hold seniority over other dwelling renters.

5.07. Dwelling renters do not have the automatic re-leasing option that members have. Dwelling renters will always be bumped by a member's application.

5.08. Members/Dwelling Renters are allowed to only occupy 1 slip per season. However, if a watercraft slip is available throughout the year then a member's application will be granted to occupy an additional slip on a seasonal basis.

5.09. If a waiting list develops throughout the year then a lessee's 2nd watercraft application/lease will be bumped for the following season.

5.10. Lease seniority for a 2nd watercraft would only rule in the event that multiple members are applying for a 2nd watercraft.

5.11. The swim area/platform will always be forfeited to a member's application if a waiting list exists.

5.12. Special pier configurations and amenities are possible. Each will be reviewed and approved by the Board. A separate fee may be charged to the member for this item.

5.13. At least one slip will be designated at the beginning of the boating season to be available weekly and daily rentals.

5.14. Weekly and daily rental requests are to be submitted to the SPOA Property Manager and will be made with priority given to weekly rentals first, then daily. Within these categories it will be first come first serve.

5.15. It is the responsibility of each individual to comply with Wisconsin Boating regulations.

5.16. All boats and personal watercraft must be legally registered, insured, kept clean and in working order.

5.17. Lessee must complete, sign and return yearly Hold Harmless and Indemnity Agreement form.

5.18. Boat model length may be no longer than 25 feet in length.

5.19. Boat lifts may be no wider than 11 inches in width

5.20. Shore stations are mandatory for slips with annual leases. Weekly and daily rental slips do not require a shore station.

5.21. A boat lift canopy may not extend over any part of the pier or dock unless that member has the right of first refusal to that specific section of dock.

5.22. All spaces will be numbered and assigned by number. Keep your boat in the assigned space. If a boat is not in the assigned space, it will be towed away at the owner's expense.

5.23. Lessee may not rent, sublet or loan their space to anyone else at any time without written approval of the SPOA Board.

5.24. All boats are to be in their proper location by June 15. If during the season the boat is not in its proper space for more than 14 days, the SPOA Property Manager must be notified. Failure to notify the SPOA Secretary Property Manager of extensive non-use of a space will cause the space to be re-assigned to a member on the waiting list.

5.25. No boat or personal watercraft may be left unattended for more than one month unless the owner has arranged to have another person responsible for the boat in his or her absence. Such name is to be given to the Board of Directors.

5.26. The Board reserves the right to refund prorated boat/personal watercraft rent to anyone who violates SPOA Rules for Docks.

5.27. Member lessees with Annual leases will have the first opportunity to renew their primary watercraft's lease for the next year. Members/Dwelling renters requesting a 2nd watercraft will need to re-apply each subsequent year, with regards to the member waiting list. SPOA will attempt to keep the same slip assignments, but will not guarantee the assignment.

5.28. If a lessee sells his unit during the lease option period to a buyer other than a spouse or a child, the lease is terminated on the closing date with no refund for unused time. The slip is then available to Members/Dwelling Renters on the waiting list. The prospective buyer can join the waiting list the day of unit closing.

5.29. Docks may not be defaced with signs or decorations or used for storage of equipment.

5.30. Watercraft may not be used as living or sleeping quarters.

5.31. All boats must be properly moored with lines and fenders adequate in size and strength to protect the dock and other boats from damage.

5.32. No other installations or alterations to the dock of any kind are permitted without approval of the Board of Directors.

5.33. The dock area shall be kept free of debris, equipment and hazards.

5.34. Any damage to the dock will be the responsibility of the offender to repair.

5.35. No major repairs or alternations to boats will be permitted on the premises without the approval of the Board of Directors.

5.36. No boat owner shall use SPOA property or docks to conduct any commercial activity.

ARTICLE VI ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY

6.01. The Association is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is 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. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

6.02. This AD-AH Policy is intended to apply to every 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/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

6.03. The Policy of the Association

(a) *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.

(b) *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.

(c) For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

(i) "Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

(ii) "Hostile environment" harassment 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 only applies 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.

6.04. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or 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 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.

(a) *It is the Policy of the Association* that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

6.05. Application of This AD-AH Policy

(a) It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

(b) It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

(c) It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.

(d) This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.

(e) An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.

(f) An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

6.06. Procedures

(a) Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

(b) The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

(c) To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

ARTICLE VII AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.

ARTICLE VIII COLLECTION POLICY

8.01. The regular monthly assessments are due on the first day of each month.

8.02. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

8.03. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

8.04. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

8.05. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

8.06. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

8.07. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to **paragraph 6.11** below.

8.08. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

8.09. The basic collection system of the Board shall be as follows:

- (a) At 15 days past due, a board member or the property manager may call the delinquent owner;
- (b) At 30 days past due, a past due notice may be sent;
- (c) At 45 days past due, a second past due notice may be sent; and
- (d) At 60 days past due, the matter may be referred to the attorney for collection.

8.10. An administrative fee of \$100.00 shall be assessed against a Unit Owner 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 by the Association in connection with collecting the Unit Owner’s past due balance.

8.11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association’s attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association’s property manager, and their online access to their account balance will be suspended until their account is brought current.

ARTICLE IX

ENFORCEMENT POLICY AND GRIEVANCE PROCEDURE

9.01. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively “Condominium Documents”):

(a) **A WRITTEN WARNING for a Unit Owner or resident’s first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

(b) **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.

(c) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

(d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

(i) The violation is in direct defiance of a previous mandate from the Board of Directors.

(ii) The violation was malicious in its intent.

(iii) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

(iv) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

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

9.02. Attorney Fees.

(a) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

(b) 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.

9.03. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

9.04. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

(a) The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

(b) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.

(c) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

(d) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

(e) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

(i) A letter shall be sent by certified mail, return receipt requested, informing all parties:

(ii) Of the time, place and date of a hearing before the Grievance Committee.

(iii) Of the right to counsel.

(iv) That evidence shall be received and a record made whether or not the party complained against attends.

(f) The hearing shall be divided into two (2) sections:

(i) The hearing.

(ii) The determination and decision.

(g) The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

(h) The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

(i) If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

(j) If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

(k) The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

(l) The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

(i) The award was procured by corruption, fraud or undue means;

(ii) There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

(iii) The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

(iv) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.