

Branford Townhouses Cooperative

Rules and Regulations

Except where otherwise noted the following rules and regulations were developed by the Branford Townhouses Cooperative Board of Directors over a period of years and compiled for publication in the new Membership Handbook in December 2004. All recent changes made have been underlined. You may notice the wording in some areas to be different however the actual policy was not changed.

The member of record is the recognized responsible party for the actions of all occupants, visitors, and guests in or at the members unit. You will be required to acknowledge receipt of a copy of these Rules and Regulations, which will be appended to your Occupancy Agreement and made a permanent part of your Branford Townhouses Cooperative documents.

These documents are required to be surrendered upon your leaving the Cooperative so that they may be passed on to the new member. The Cooperative will assess a fee of \$100 in the event the documents are not surrendered.

Pursuant to Article V of the By-Laws, the board of directors of Branford Townhouses Cooperative has resolved to adopt these Rules and Regulations, and they are fully binding upon all members, occupants and guests. Failure to observe and obey any one or more of the Rules and Regulations may result in a default of your occupancy agreement and loss of membership rights, including the right to occupy a unit, as well as any other remedy available at law or equity.

Please be mindful that these Rules and Regulations have been adopted to serve the best interests of the entire membership. These are not merely suggestions; they are the governing Rules and Regulations adopted for the benefit of our community, and are legally enforceable in a court of competent jurisdiction.

1 IMPROVEMENT & ALTERATION OF UNITS

1.1 Allowable Improvement and Alteration of Units:

Improvements and alterations to the unit are prohibited without the prior written approval of management. In some cases local building ordinances will apply. It is the member's responsibility to research and ensure compliance with any such codes. An approved installation/alteration permit is required prior to starting work. Any outside contractor must be licensed and show proof of insurance to the cooperative prior to starting work.

The Cooperative is not responsible for repair or replacement of any improvement or alteration made by the member or any improvements or alterations the member may accept prior to moving in. The Cooperative may require a member to remove an improvement or alteration that becomes a liability or nuisance. The cooperative will not reimburse the member for any damages to any improvements or alterations due to leaks, back-ups, etc. Upon vacating the Cooperative may require the member, at the option of the Cooperative and/or incoming member, to remove an improvement or alteration. This becomes the financial responsibility of the outgoing member and such costs to return the unit to its original state will be deducted from the membership equity.

The Cooperative will NOT be party to any transactions between the outgoing and incoming members for improvements or alterations upon move out. No obstruction or interference that would prevent or prohibit the ordinary maintenance of Cooperative property will be allowed.

1.2 Air Conditioners:

Installation of window air conditioners is not permitted. The cooperative now supplies central air conditioning units and provides maintenance for same. Members are not permitted to remove a Branford owned central air unit for any purpose. Any repairs should be called into the office as a work order.

1.3 Draperies:

When attaching drapery hardware, you should attempt to locate a wall-stud and use at least one and one quarter inch "wood" screws. If you attach drapery hardware between studs, you should use toggle bolts, expansion shields or a similar device. Members are required to hang drapes, blinds or curtains of a neutral or light covered backing within 30 days of move in.

1.4 Electrical Wiring:

All provided circuits are 110 volts. If a special circuit is needed for any reason, written permission must be obtained from the Board of Directors before installation. Circuit Breaker boxes have now been installed in all units.

1.5 Painting:

All exterior painting is the responsibility of the cooperative. The member is responsible for all interior painting and decorating. Woodwork, such as floors, doors, and kitchen cabinets may not be painted, stained or altered in anyway.

1.6 Exterior Alterations and Additions:

No member may alter, add to, or change the exterior of any building, or attachment thereto. Nothing that would penetrate the brick exterior or siding is allowed. Members are prohibited from installing video or other exterior antennas, including, for example, satellite dishes, TV antennas, ham radio antennas, and wireless cable antennas except as described in Section 6.12 of this handbook.

- a. **Patios** may be constructed flat to the ground at the back of units and can be constructed of any size patio block. Wood or plastic construction is not permitted. Sand and plastic must be placed down first to prevent weed growth. Patios must be a minimum of 6 X 8 feet and cannot exceed 12 X 12 feet. Members having a side door may install the patio on the side of the unit or in the back of the unit if a back yard area is available. Some units having the door on the side of the unit do not have the space on the side of the unit to install a patio. Members living in these units must install the patio in the backyard area. If there is any questions call the office and maintenance will come and mark the area for you. Nothing including flowers, shrubs, borders, etc. may be planted beyond the patio unless the patio is constructed within a privacy fence. Flowerpots or boxes sitting on the patio is permitted and recommended. Patios cannot be used for storage or accumulated clutter. When a member moves out and chooses to take the patio blocks with them, the area must be restored with grass back to the original condition. A new member moving in and accepting the patio from the outgoing member, either by purchasing it or by the outgoing member leaving it, accepts complete and full responsibility for the patio. Any infringement of regulations concerning patios will result in the infringement being removed and charged to the member.
- b. **Floating decks** may be installed using 2 x 6 stringers allowing one inch clearance from the ground and cannot exceed 8 inches in height. Such decks must NOT be attached to the building, steps, porch etc in any way. The deck must be at least 6 x8 feet and cannot exceed 12 x 12 feet. The deck posts must be placed in/on solid pavers that have been leveled by removing necessary dirt/grass. All grass must be removed from under the deck and a proper weed barrier securely laid for weed growth prevention. Treated lumber suitable for decking must be used and maintained by the member. When a member moves out and the deck is not accepted or offered as an authorized improvement, the area must be restored with grass back to the original condition. A new member moving in and accepting the deck from the outgoing member, either by purchasing it or by the outgoing member leaving it, accepts complete and full responsibility for the deck. Any infringement of regulations concerning decks will result in the infringement being removed and charged to the member. After completion and inspection the deck can sit for a short period. After curing the member is financially responsible to have the deck stained or painted with a color designated by Branford.
- c. **Patio furniture** items such as gliders, tables, umbrellas, etc are permitted so long as they are placed on a patio or deck meeting Branford specifications and are only permitted in the back or side yard. Only items manufactured for outdoor use will be permitted. Items that are easily moved such as lawn chairs may be placed in the front yards for temporary use so long as no damage is done to the lawns. Members are encouraged to store lawn furniture indoors during the winter months.
- d. **Privacy fences** must be constructed of wood. Members may retain their own contractor or do the work themselves. Members wanting to have a privacy fence must complete an installation/alteration permit prior to installation. Privacy fence size/shape will be pre-determined by the Board of Directors based on unit style and available space not to exceed 16 feet from the building. Members without or without patios may chose to have TWO 8-foot panel fence sections installed (equaling 16 feet from the building) instead of a fully enclosed privacy fence. Member's wishing to install such a partition that would divide a shared back porch must also extend panels to equal 16 feet... Fences and fence panels shall be constructed of shadow box style, not to exceed nor be shorter then 6'4" in height. A gate will be installed on all fences allowing access for meter readings and staff inspections. Please note that maintenance and/or staff reserve the right to enter your unit to access the patio area when encountering a locked gate. After completion and inspection the fence can sit for a short period. After curing the member is financially responsible to have the fence stained or painted with a color designated by Branford.

The member must maintain all patios and patio fences. Such improvements are not to be used as storage areas or dog pens. If the fence and or patio area is not properly maintained, you will have to remove it or the Cooperative will remove it at your expense and assess your carrying charge account. Members will be assessed the cost of removing their fence and or patio if left upon move out. Members are required to perform all necessary lawn work inside the privacy fence. Please note: The Cooperative, as are all property owners, are required to grant easements to utilities. The utility lines are underground; therefore, in the event repairs are required you may be required to move your deck or patio at your cost. The Cooperative has no liability for any damage or cost incurred by you.

1.7 Walls and Interiors:

Interior walls are made of one half-inch gypsum drywall. Wooden framing studs are approximately sixteen inches on center. When hanging objects on walls or ceilings, a hanger should be driven or screwed into a stud, if possible. Between studs, toggle bolts, expansion shields, or other fasteners recommended for plaster board construction should be used. Half-inch plasterboard will not support heavy objects such as large mirrors, pictures, or fixtures. Arrangements must be made to take the strain off the plasterboard itself. When painting or upon vacating, all holes in walls and ceilings must be properly patched. There are many commercial preparations on the market made for this purpose. Drywall is fastened to the studs with large head nails. Expansion, contraction, and building movement may cause these nail heads to pop (become visible). This is normal for drywall and is no cause for alarm. Resetting the nails and patching is the usual remedy and is a normal part of the painter's job.

1.8 Restrictions on Alterations:

The Cooperative agrees to provide reasonable accommodation to an otherwise eligible resident's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common area. The Cooperative is not required to provide accommodations that constitute a fundamental alteration to the Cooperative's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Cooperative must then allow the resident to make and pay for the modification in accordance with the Fair Housing Act.

2. WORK ORDERS AND MAINTENANCE

2.1 Maintenance:

Maintenance service requests must be directed to the Cooperative Management office. Service requested verbally to the Manager or maintenance personnel on the grounds are too easily forgotten. Therefore, to insure prompt attention you must call the office. Normal working hours for maintenance personnel are 8:30am to 12:00pm and 12:30pm to 5:00pm Monday through Friday. In the event an emergency arises at any other time please refer to the entry under Section 2.3, Emergencies. The Cooperative has a twenty-four-hour answering service and you are strongly encouraged to call in all maintenance requests as they arise.

Maintenance personnel should not be requested to perform tasks for a Member's personal benefit during working hours. Servicing Member's personal equipment, replacing light bulbs within a Member's unit, and other acts purely for the personal benefit of the Member are not part of maintenance's duties.

2.2 Procedure for Work Orders:

When requesting a work order you must provide your unit number and a detailed description of the problem. Upon request you can receive a work order number for tracking purposes. If your request has not been completed within a reasonable time period, please contact the Manager and provide your work order number for follow up. Maintenance problems created by your negligence or abuse are chargeable to the member such as screen repair, glass breakage, drywall work, etc as determined by Management. Maintenance and Management have the right to enter your unit without prior notice to complete work orders that are called in and in the event of an emergency. Notices must be left in members units in the event staff was in the unit.

2.3 Emergencies:

An emergency is a condition that endangers human life or poses a serious danger to property. In the event of an emergency during office hours please call the office at 313-292-0810 and 911 if the situation warrants. Management has someone on duty twenty-four hours a day, seven days a week to respond to emergencies after hours. They can be reached by calling 313-292-4624.

When requesting an emergency work order during office hours and/or after hours the following information is necessary: your name, unit number, address, phone number where you can be reached and a clear description of the repair required or problem you are encountering. Pet owners MUST inform either the office or if after hours the person coming to complete the work that they have a pet. Pets must be in cages or under the constant control of the member until the work order is completed. Maintenance has the option whether or not to complete the call if the pet is not caged or the owner cannot control the animal.

Maintenance are required to respond to the following situations:

- Smoke and/or carbon monoxide detectors beeping/inoperable,
- Sewer back up,
- Refrigerator not working
- Toilet back up (if only one toilet in unit),
- Lock outs-includes interior doors (\$25 fee). Any damage to screens, locks, windows, doors, etc that are found in an effort to gain entry will be repaired and charged to the member.
- No heat in winter months
- Plumbing leaks that may cause damage to walls, cabinets or other structures if not immediately repaired,
- Call DTE energy as well as maintenance if you smell gas.
- Broken door locks or windows or anything not allowing you to secure your unit.
- In the event you have no power (other then community outage), we ask that you check your circuit breaker and reset any tripped breaker before calling maintenance. A charge of \$25 will be assessed to your account if maintenance does respond and finds the cause to be a tripped breaker.

After hour services that will be charged at \$25 per hour per man to the member*:

- Kitchen sink back up/garbage disposal
- No hot water
- Stove/oven not working

* Any member who has a medical condition or medical emergency verified by a Doctor's letter and such condition was adversely effected by the maintenance item will not be charged a fee.

2.4 Plumbing:

The maintenance staff will perform minor plumbing repairs and preventive maintenance. The member should have a plunger for clearing minor stoppages. Major stoppages can be expensive and must be charged to the member if due to the member's negligence, including placing inappropriate items down the sinks or toilets. It is the member's responsibility to promptly report leaks, major stoppages, improperly functioning toilets, and other plumbing problems to the management office.

2.5 Who Pays?

Services performed by the maintenance staff and outside contractors are not "free". You pay for them in your monthly carrying charge rate. Members are urged to make minor repairs and adjustments themselves, help keep the grounds clean, reduce costs, and eliminate waste whenever possible to keep our operating costs low. High operating costs require a higher budget, which means higher carrying charges. We all have the same common interest. There is no "us" and "them" in a Cooperative.

2.6 Outside Maintenance:

Each Member shall maintain the outside of their unit, front and back, free of litter and debris. If the maintenance personnel have to remove litter or debris, the member will be charged on a time and material basis, with a minimum charge of one-hour labor time. If you notice a beehive, wasp nest, or similar hazard, please notify the office promptly.

2.7 Key and Security Systems:

Door locks to individual town homes are keyed to a master system. This is necessary to ensure access in case of an emergency. Therefore, if a member desires to have a deadbolt installed or their locks changed, they must call in a work order and have our maintenance staff perform the installation. There will be a charge assessed to your account for this service. Deadbolts will be installed when new locks are requested. A charge of \$15 will be added to your account in the event of a lock out during office hours. After hours the fee is raised to \$25.

In the event you wish to install a security system, you must obtain prior approval from the Cooperative, use a licensed contractor and provide the Cooperative office with a key fob as the Cooperative must have access in case of an emergency. Upon move out the unit must be restored to its original condition.

2.8 Damage to Cooperative Property:

Members are financially responsible for all damage to Cooperative grounds, landscaping equipment and town homes that is directly attributable to their negligence, neglect, or malice, or that of their family, friends and guests. This also includes any costs incurred by the Cooperative in removing any debris or litter directly attributable to the Member's household. Examples include, but are not limited to, water damage caused by overflow of basins, tubs, toilets, or planters, damage to a counter top from cutting and damage to wood floors caused by animal waste.

2.9 Reporting Water Damage or Leaks:

Members are required to immediately report, to management, any water leaks or overflows including broken or leaking pipes, garbage disposals, water heaters, toilets, bath tubs, and sinks. Also leaking windows, doors, roofs, and basements must be reported. Members are required to use shower curtains and to dry bathroom floors after a bath or shower. Failure to do so may cause water damage in the Townhome and it shall be considered abuse by the Member causing a potential health hazard, and does provide the Cooperative with good cause to terminate the Member's tenancy.

3 TRANSFER OF MEMBERSHIP AND MOVING PROCEDURE

3.1 Voluntary Transfer Policy for Non-mandatory Transfers:

Occasionally, usually due to changes in family size, a member may wish to transfer from one unit in the cooperative to another. The minimum family size to transfer must be one person per bedroom and cannot exceed two persons per bedroom. All requests must be made in writing and must state the reason for the requested transfer. No lateral (same-size unit) transfers are allowed. Such transfers are reviewed pursuant to the Cooperative's Transfer policy and pursuant to the requirement of State and Federal law. The Member must schedule an inspection of their current unit to be conducted by the Cooperative maintenance department. In the event the maintenance department discovers that the member's current unit is in a condition that requires substantial repairs beyond normal wear and tear, the Cooperative Board of Directors reserves the right to deny the transfer. The transferring member shall be required to pay a \$2000 deposit and the difference between the two membership fees. The transferring member must complete a withdrawal notice promising to vacate the current unit. Members are responsible for the carrying charges of the unit being transferred from for a period of 60 days so long as they vacate the unit 3 weeks prior to the 60th day. The first refusal of a unit will result in the members' name being placed at the bottom of the waiting list including applicants. Members refusing 2 units will be removed from the waiting list and must reapply after 1 year from date of initial transfer application.

The membership fee will be applied to the unit being transferred too. Any reconditioning costs, damages, carrying charges etc, will be deducted from the transfer deposit. Any amount owed over and above the transfer deposit must be paid in full with the carrying charge immediately following notification. Any amount due to the member will be refunded as a credit to their account.

3.2 Moving Procedures:

Notice of Intent to Move. Any member wishing to withdraw membership, vacate the unit, must first complete a withdrawal notice and return it to the office signed and dated. This notice states that you will be held financially responsible for the unit for 60 days from the date the notice is received by the office. The only stipulation is that you vacate the unit (returning keys constitutes vacating) 3 weeks prior to the 60th day. Failure to do so will result in your account being charged carrying charges until the unit is occupied. You must also return the move in handbook and membership certificate initially assigned upon move in. Failure to return these items will result in a fee of an amount to be determined by the Board of Directors. The withdrawal notice will not be considered effective until the date it is signed by a Branford representative. Each member that vacates a unit is responsible for that unit and any damages to that unit. Upon move-out the keys to the unit must be returned to the Cooperative office. The electricity should not be turned off or disconnected. Please call DTE and request the account be taken out of your name and returned to the Branford Townhouses Cooperative account name. This should be done effective as of your move-out date.

Vacating. Upon permanently vacating, your unit must be left in good broom clean condition. Any repairs/damages and reconditioning costs will be itemized on your move out paperwork and will be deducted from your equity/membership reimbursement. All items left in the unit after the member turns over possession (receipt of keys constitutes possession) will be considered property of Branford and any expense incurred to remove items will be deducted from the membership equity. Upon move out the unit must be painted using Branford approved paint. An incoming member has the option of accepting the current paint color on a per room basis. If the incoming member chooses not to accept the paint color, the outgoing member has two options.

First option is to paint the unit themselves using the following guidelines. All wallpaper and border must be removed. Loose paint from sills, window pockets, etc must be scraped. Replace any broken molding and install doorstops to wall. Patch and pole sand all walls and clean any grease on kitchen walls, drops and ceilings. Prime patches were any repairs where made. Tape off hinges, cabinets and protect carpet from paint splatter. Remove all switch plate covers, wall plug covers and drop overhead light fixtures and smoke detectors. Use Pittsburgh Speed hide (latex) off white #516-1 Eggshell. All base moldings and door casings top and bottom must be caulked. Do not paint the window or the window trim. Drywall damage from roof leaks or plumbing that was not the fault of the member will be repaired by the Cooperative **prior** to the member painting. Upon completion please call the office to schedule a move out inspection. Move out inspections will only be done when the unit is completely empty. If the unit does not pass inspection the member will be able to make the necessary repairs. Once the keys are turned into the office, our contractor will repaint the unit and such cost deducted from the membership equity.

The second option is to have the Cooperative contractor paint the unit and the cost deducted from the membership equity. The unit must pass inspection. The unit must be cleaned to Branford specifications. The first four feet in the front and back of the unit must be free of weeds and meet all other house and ground policies. Members will be charged all necessary costs to bring this area into compliance. Detailed information regarding withdrawing membership can be found in the withdrawal notice packet. If you have any questions you may contact the office. The final decision as to the condition of the unit will be that of the Cooperative, and any expense incurred for restoration will be borne by the vacating member.

A vacating member may attempt to sell or leave certain personal items such as drapes, furniture etc; however the incoming member is under no obligation to buy any such items. If the incoming member is interested, the price and terms will be strictly between the parties involved. The Cooperative will not become a party to or participate in any such agreement. If the outgoing member wishes to sell changes/items that require an installation/ alteration permit, it will be the incoming member's option to accept such improvement. If so, the incoming member agrees to accept responsibility for such items and agrees upon their move out, if such items are refused by the then incoming member, it is their responsibility to restore the unit to its original condition. This includes a different paint color or wallpaper in the unit. If the incoming member chooses not to accept alterations, it will be the responsibility of the outgoing member to restore the unit to its original condition. Sale of an improvement is between the incoming and outgoing member, but not to exceed the actual cost/true value of work stated on the alteration permit. If an installation/alteration permit was not obtained, the improvement cannot be sold.

3.3 Charges and Return of Membership and Equity.

Charges assessed upon move-out are of the following nature:

- Any money that you owe to Branford Townehouses Cooperative including carrying charges, late charges, legal fees, court costs, fines, and billed notice of charge on work orders.
- Charges for repairs necessitated by a Member's negligence or abuse and charges for redecorating. (Routine maintenance items are not chargeable.)
- A \$75.00 resale fee chargeable to all Members upon moving out.
- A mandated city inspection fee.
- A \$100.00 assessment or other amount determined by the Board of Directors for failure to return the Membership Certificate and Membership Handbook.

An outgoing Member's Membership and Equity will be held in escrow until management decides that all proper and legal charges assessed against the outgoing member have been paid. The Membership and Equity account may be used to satisfy such debts. Any expense incurred by the Cooperative due to an outgoing member's failure to vacate as agreed is the responsibility of the outgoing member, including carrying charges. The Membership and Equity refund is usually paid within thirty days after the membership is sold to a new Member.

3.4 Release for Domestic Violence

A member who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601B.

4 HOW THE COOPERATIVE OPERATES

4.1 Annual Meeting:

An Annual Meeting of the Members shall be held each year in March at a location designated by the Board of Directors. At the meeting, members of the Board of Directors shall be elected in accordance with the By-Laws. The Members may also transact other business of the Corporation as shall properly come before them.

4.2 Board of Directors:

The Board of Directors' primary functions are to choose and evaluate a Managing Agent, promulgate rules and regulations as the Board of Directors deems necessary and advisable, and establish carrying charge rates necessary to generate sufficient funds for the efficient operation of the Cooperative. The Board of Directors shall not infringe on the day-to-day operations of Management. Requests for new rules and regulations should go to the Managing Agent for presentation to the Board of Directors. Please see attached addendum for more information on the rules and regulations for open meetings.

4.3 Corporate Documents:

You have received a Cooperative Document Binder that contains important corporate documents. The binder and its contents must be returned to the Manager along with your membership certificate when you move out. There is a \$100.00 charge if the binder is not returned. For a comprehensive guide to Cooperative governance, read your Cooperative By-Laws.

4.4 Carrying Charges:

The Board of Directors establishes the carrying charge rates, based on the funds necessary to cover the operational costs of the Cooperative. Carrying Charge rates are approved by HUD prior to implementation. All payment including carrying charges work order fees, late fees, etc are due on or before the first of each month. No cash, partial payments or post dated checks will be accepted. A late charge is assessed on all payments

received after close of business on the tenth of each month. If the tenth of the month falls on a Saturday or Sunday the payment must be in the drop box by open of business Monday the 11th or 12th respectively. Make your check or money order payable to Branford Townehouses Cooperative. To ensure proper credit please list your unit number on your check or money order.

A \$50 late fee will be charged for the first late payment made in a twelve month period, A second late payment would result in a \$50 late fee and a \$25 fine, third late payment will result in a \$50 late fee and a \$50 fine. Fourth late payment within a twelve-month period would result in a \$50 late fee, \$50 fine and your account is sent to the Cooperative attorney for eviction proceedings. Any payment made for a missed month's carrying charge after the end of the month must include the following month's carrying charge or it will be returned. Non-sufficient funds (NSF) checks or checks returned from the bank for any other reason will be assessed a \$35 fee and late fees if applicable. Returned checks must be replaced with a money order, certified check or cashiers check within 7 days of notification to avoid legal fees. No personal checks will be accepted for a period of one year after one returned check.

In the event no payment is received by the 10th of the month, a 7-day Notice to Quit is sent out. If no reply is received by the seventh day, the account is turned over to the Cooperative attorney for court action. ALL LEGAL COSTS ARE ADDED TO MEMBERS ACCOUNTS. Once the account has been sent to the attorney only payment in full, including late charges, legal fees, etc by certified check or money order will be accepted. In case of eviction or move out any monies due to the cooperative, over and above the equity/membership value will be collected from the former member.

It shall be considered a material violation of the Occupancy Agreement for any member to be delinquent four times in their carrying charge payments during any 12-month period or have a non-payment of rent case initiated against them more than once during any 12-month period. Any such violation shall be sufficient grounds to terminate membership and occupancy.

4.5 Tax Benefits:

While tax laws are always being changed, the present posture of the taxing authority is as follows. Because a Cooperative Member is classified as a homeowner, a Member may vote in many elections restricted to property owners and may receive income tax benefits the same as those afforded real property owners. Your proportional share of the real estate tax and mortgage interest paid by the Cooperative on its blanket mortgage may be listed as expense items on the itemized deduction sheet of your Federal tax form. Your state tax may also be affected. Shortly after the end of each year, the Cooperative's CPA will furnish you with a statement showing the percentage of your carrying charge that went for taxes and mortgage interest.

4.6 Insurance Information:

The Cooperative has an insurance policy that protects the Cooperative Corporation against losses to the building structures and losses resulting from bodily injury or property damage on the "common areas" of the Cooperative. (Recreation areas, common walkways, driveways, etc. are considered "common areas".) The policy is written in a blanket amount. "Blanket" coverage simply means that instead of providing a separate amount for insurance on each individual unit, the policy has one total limit. In the event a unit is damaged or destroyed, the insurance company would pay whatever amount was necessary to repair or replace that unit.

In reference to property losses, please note that "building" means the actual structure itself, inside and out, including anything that was a permanent part of the building (including cabinets, light fixtures, etc.) when the unit was built. It ***does not*** include any improvements or additions you might make in your unit. Besides the property coverage, the Cooperative's policy also provides a limit of insurance "per person" for bodily injury and property damage liability.

Although the Cooperative maintains a broad range of insurance protection, there are certain important areas that are ***not*** covered by this insurance. The Cooperative's fire insurance does not protect your personal belongings or furniture. Nor does it cover the cost of temporarily living elsewhere if your unit is extensively

damaged. The Cooperative's liability policy does *not* cover claims arising from accidents inside your unit or claims due to your negligence. To cover such items, you should obtain a Cooperative Homeowners Policy. Members will be held responsible and shall reimburse the Cooperative for any loss suffered by the Cooperative, including insurance deductibles, for a loss caused by intentional or negligent acts of the Member, his/her family or guests. The member shall receive notice of the amount of the loss, which must be paid in 30 days. Any amount unpaid after 30 days shall be added to the members account. This policy would also cover your personal property and improvements made in your unit, and also provide liability coverage for the "living" area of your unit.

4.7 Management:

The Board of Directors selects a qualified Managing Agent to manage the day-to-day affairs of our Cooperative. The responsibilities of the Managing Agent are set forth in a detailed management contract. Briefly, these responsibilities consist of handling all the Cooperative financial affairs, such as collection and disbursement of funds, record keeping and correspondence, providing and supervising employees, outside suppliers and contractors, providing expert advice and guidance to the Board of Directors, and enforcing the lawful rules and regulations embodied in our By-Laws or enacted by the Board of Directors.

5 COOPERATIVE GROUNDS

5.1 Cooperative Grounds:

The Managing Agent arranges for grounds maintenance. Services include grass cutting, shrub pruning, parking lot sweeping, snow removal, and general cleaning. A respect of property is expected from all members and is the member's responsibility to inform their children, and guests of the rules and regulations. Any damage done to trees, bushes, lawns, etc by a member, their family or guests will be the financial responsibility of the member. The member is also responsible for the removal of debris in their immediate yard area and is urged to help keep the shared areas clean and attractive.

5.2 Parking:

Each unit has been assigned one numbered space identified by unit number. This space is for use by members of that specified unit only. Some curb-side parking has been marked as RESIDENT spaces. These spaces can be used by any member having a Cooperative parking permit on their vehicle and are used on a first come first serve basis. Members with one vehicle must use their numbered space. Members with more than one vehicle must use their numbered space prior to parking in RESIDENT spaces. All member vehicles must have a cooperative parking permit permanently affixed on the back window on the passenger side. If the permit is not applied as instructed, your vehicle(s) may be towed at your expense. Members with more than 1 vehicle will NOT be permitted to park in curbside VISITOR parking but may park in visitor spaces in the center of parking lots. Any changes in Member's vehicles must be reported to the office immediately. If another vehicle is obtained, the member needs to supply the office with a copy of the new registration showing their Branford address and the old permit. A new permit will be issued. Vehicles must be registered to the member of record or the member must submit a letter signed by the registered owner of the vehicle acknowledging the member of record as a driver of their vehicle. Members that do not own a vehicle or those having need of visitors parking in resident or numbered spaces may request a temporary parking permit. Management may review such requests and if found warranted may issue the temporary permit that is valid for three month periods. These permits can be renewed in the office.

All visitors must park in the areas designated "visitor", not in a numbered or resident space. Members are responsible for advising their visitors of these rules and regulations. Vehicle washing is for member's vehicles only. Members are responsible for promptly remedying oil leaks or stains in the parking areas. The Cooperative will charge the member for the time and material used to clean the area if not done by the member in a reasonable amount of time.

The Michigan Vehicle Code MCL 257.252 permits the owner of private property to define an abandoned vehicle as:

257.252a.(2)(c)“ A vehicle that has remained on the private property without the consent of the owner”.

257.252(9) “If a vehicle has remained on private property may have the vehicle taken into custody as an abandoned vehicle by containing a local towing agency”.

257.252(10) “Before removing the vehicle from private property the towing agency shall notify a police agency having jurisdiction over the vehicle being removed. The police agency shall determine if the vehicle has been reported stolen and have the vehicle entered into the law enforcement information network as an abandoned vehicle”.

Abandoned vehicle is hereby defined as:

- a) A vehicle with or without a Branford Townhouses Cooperative parking permit that is inoperable, vandalized, having flat tire(s), expired plates, leaking fluid are subject to immediate removal.
- b) A vehicle which appears to be in working order, however, does not have a Branford Townhouses Cooperative parking permit indicating it is an authorized vehicle even if that vehicle is registered with the office and the member failed to apply the permit as instructed. Such vehicles shall be tagged by the Cooperative staff. The tag will indicate the vehicle is unauthorized, and therefore abandoned, the date and time it was placed on said vehicle and the time and date when the vehicle will be towed.
- c) A vehicle parked in a prohibited area* and/or fire lanes with or without a Branford Townhouses Cooperative parking permit. (please see below for further information).
- d) The Cooperative retains a copy of the sticker and shall maintain a log as evidence of proof of the posting on the vehicle of notice of the violations.

The Cooperative does not permit the storing of vehicles and such vehicles shall be considered an unauthorized vehicle and subject to removal. It is the member’s responsibility to apply the parking permit to the rear window of the vehicle. The number of vehicles that may be registered per town home is limited to the number of licensed drivers who have been approved for occupancy of the town home.

The owner of vehicles removed from the Cooperative shall be liable for all towing and storage fees. The Cooperative reserves the right to fine members pursuant to the Rules and Regulations for violating the Parking Rules. *Prohibited areas in the cooperative: Parking in prohibited areas and fire lane is expressly prohibited and constitutes a health and safety violation. If you or your visitors park in the fire lane and if it can be determined that the vehicle is registered to your unit or the visitor is at your townhome, then you will be fined \$50.00 on the first occasion. The Cooperative also reserves the right to have your vehicle or your visitors considered an unauthorized vehicle and towed from the prohibited or fire lane parking immediately upon discovery. Repeated violations will constitute a material breach of your Occupancy Agreement and provide the Cooperative with good cause to terminate your tenancy as a Member. There is NO PARKING allowed in any entrance, by the dumpster, within 30 feet of stop signs, fire hydrants, intersections, fire lanes (curbs painted yellow.) No vehicle may block another vehicle. Security officers are authorized to have vehicles towed that are parked in fire lanes. Vehicles will be tagged giving the vehicle owner time to move the vehicle and if not moved the vehicle will be towed at the vehicle owners’ expense. Members may also be fined for parking in fire lanes.

The Cooperative shall comply with the requirements of 257.252(k) entitled “Towing or removing vehicle without the owner’s consent; notice; requirement” by an owner or lesser of private property shall post a notice that meets all of the following requirements before authorizing the towing or removal of a vehicle from the real property without the consent of the owner or other person who is legally entitled to possess the vehicle:

- a) The notice shall be prominently displayed at a point of entry for vehicular access to the real property. If the real property lacks curbs or access barriers, not less than 1 notice shall be posted for each 100 feet of road frontage.
- b) The notice clearly indicates in letters not less than 2 inches high on a contrasting background that unauthorized vehicles will be towed away at the owner’s expense.
- c) The notice provides the name and telephone number of the towing agency responsible for towing or removing vehicles from that property.
- d) The notice is permanently installed with the bottom of the notice located not less than 4 feet from the ground and is continuously maintained on the property for not less than 24 hours before a vehicle is towed or removed.

5.3 Automobile Repair:

Servicing of vehicles on the Cooperative grounds is prohibited. This would include maintenance such as oil changes, lubrication of chassis, and system flushing or engine repair of any kind. The only permitted repair or maintenance includes flat tires, replacement of wipers or bulbs, jumping or replacement of batteries, refilling of washer fluid, and minor emergency repairs. Items such as jacks, tools, etc cannot be stored in the yards. Storage of volatile liquid such as gasoline inside or outside of the unit is strictly prohibited.

5.4 Motorcycles, Recreational Equipment & Vehicle Storage:

Member's motorcycles must be parked in the member's numbered space, parallel to the curb. They are never allowed on sidewalks or on the lawn. Operation and storage of mini-bikes, electric and gas scooters, go-carts, and snowmobiles are forbidden on Cooperative property. Vehicles may not be stored on Cooperative property. Trailers, boats, campers, recreational vehicles and commercial vehicles over $\frac{3}{4}$ ton are not allowed on Cooperative grounds. Commercial vehicles or vehicles with company markings or advertisements weighing under $\frac{3}{4}$ ton are permitted to be parked in the center of parking lots not at the curb in resident, numbered or visitor spaces.

5.5 Flowers & Shrubs:

Members are responsible to maintain the first four feet in the front and back of units and keep these areas free of weeds and debris. In order to beautify the Cooperative members are permitted and encouraged to plant suitable flowers, install wood chips, decorative rocks and patio blocks out to the first step of the porch in the front and within 4 feet of the back of the unit immediately next to your units' porch. Members living in units with side doors may plant flowers within 4 feet of the side of the building as well as members living in end units with no side door. Vegetables are permitted however must be planted in the back yards only. Some units have no borders/plants/flowers in front and grass grows to the building. This is permitted however members must remove all items from this area (other than Branford property such as bushes) as to not interfere with the lawn service. Members will be responsible to plant/water grass seed and/or sod in the four-foot area to maintain an attractive area. The lawn service will cut the grass in these areas so long as there is no border or flowers installed. Failure to properly maintain this area will result in staff performing the work needed and charging a reasonable labor charge to the member. Anything planted beyond these areas will be removed by cooperative staff and then charged to the members account unless prior permission has been given to that member (ex. Members placing a border and planting flowers around trees help beautify the cooperative and this doesn't interfere with lawn cutting). Items such as decorative lighting, blocks, flowerpots etc cannot be placed beyond the four foot allowance. Members will not be reimbursed for damage done to any items planted or placed beyond their four foot area. Cinder blocks, twigs, string, rope, etc cannot be used on or around flowers. Nothing such as vines may grow up the sides or corners of the buildings. Hanging baskets must be freestanding not attached to the siding or drain spouts in any way.

Members wanting to install patio blocks in this area must submit an installation/alteration permit to the office prior to installation. Upon approval sand and a tarp must be installed to prevent weed growth. Upon move out any improvement requiring an installation/alteration permit must be accepted by the incoming member. In the event the incoming member refuses this improvement, the outgoing member must return the area to its original condition including the removal of the sand and installing dirt and grass seed or sod. Staff will perform the work in the absence of the member and such costs will be deducted from the membership and equity.

Members are not allowed to plant any tree or shrub without prior written approval from the Board of Directors. Any approved bush planted in a member's 4-foot area must be maintained by the member. The bush cannot exceed 4 foot in height. No garden hoses, mats, rugs, etc. may be placed on top of the shrubs. Members are not permitted to remove any tree or bush planted by the Cooperative however members may submit a written request to the office to have trees or bushes inspected for possible removal. Cooperative members are allowed to install a trellis. The trellis must be no greater than two feet wide and six feet high. The trellis may be placed in the front or back of the Cooperative unit, parallel to the town home, up against but not attached to the brick of the Cooperative unit. The trellis must be made of vinyl or a wood material that is suitable for outdoor use. The member is responsible for the up keep and maintenance of the trellis.

5.6 Rubbish:

Disposal of all rubbish and/or garbage must be in accordance with the City of Taylor and these rules. Trash must be placed in tied plastic bags and placed in dumpsters. Trash may not be left on the ground, on top of the dumpster lids or on member's porches. Garbage bags and/or other items intended for the dumpster must be left inside the unit until the member is able to take them to the dumpster. If your dumpster is full it is the responsibility of the member to use a different dumpster. Garbage bags found on the ground after dumping will be collected and fines issued to members found not to comply with these policies. Trash is picked up weekly.

Items such as boxes mattress, furniture, etc must be placed in the bulk dumpster located at the end of Baker Street. This dumpster has a locking enclosure and can only be used between 8:30am-4:30pm Monday through Friday and 9am-9pm on Saturday. DO NOT place large items next to or inside the regular dumpsters or leave sitting next to the dumpster enclosure. Items found to be thrown over the fence will also result in fines. Violators will be subject to severe fine and possible eviction.

5.7 Swimming Pools and Summer Equipment:

Children's swimming pools may be placed in backyards only. They must be positioned far enough away from the unit so that water is not left standing by the unit when the pool is emptied. Pools may not be more than 6 feet in diameter or more than 15 inches in height. Pools must be supervised whenever in use. Do not leave pools unattended. Pools must be emptied daily and placed in the unit or against the building. Pools must be placed in different spots each day to prevent damage to the lawn. NO SLIP AND SLIDES are allowed.

Except for barbecue grills and patio furniture, all summer equipment must be removed from patios by November 15th each year. Items such as lumber, building equipment, etc cannot be stored in or around the unit. Camping tents are not allowed on Coop property except for the purpose of airing them out. They cannot be up for more than 24 hours. Rakes hoes shovels or any other gardening equipment must be kept in the back of the unit during the summer months. During the winter, these items must be stored inside the unit. Hoses must be kept within the member's allotted 4-foot area in the front and/or back of the unit. It is strongly recommended that they be kept off the ground to prevent damage from lawn cutting. Hose keepers must be freestanding; they cannot be attached to the building.

5.8 Animal feeders:

The use of bird feeders, bird bathes and/or birdhouses of any kind is hereby prohibited, Also disbursement of bird or animal food, or disbursement of food scraps for birds, squirrels or other animals is hereby prohibited. Such activity causes the gathering of large amounts of birds and other wild animals resulting in damage to vehicles and other Cooperative or fellow members' property.

5.9 Snow Removal:

When 2 inches or snow is forecast maintenance will be out to clear the main roads and entrances to parking areas. When 4 or more inches of snow are forecast, ALL MEMBERS and MEMBERS VISITORS MUST MOVE THEIR VEHICLES after they have plowed the main roads and parking areas. Members must move your vehicle(s) to the center parking areas. **Maintenance staff will blow the truck horn when they are able to plow your area** as we must remove the snow and then lay salt to avoid possible slip and fall hazards. When they have completed your area be prepared to move your vehicle back to curb parking. Members are responsible to remove ice and snow from their porch and walkway leading to the sidewalk.

Violation stickers will be placed on vehicles that do not move. A \$25 fine will be added to the account of members failing to comply with the snow removal procedures. If the vehicle is not moved within 24 hours, it will be towed at the owner's expense. Vehicles found to be inoperable, without current plates or in violation of Branford policy, will be towed away with no further warnings. If you will be out of town when there is a possibility of snow, it is suggested that you move your vehicle to the center of a nearby parking lot in visitor parking.

Please understand that any vehicle found to interfere with the efforts of Branford staff to maintain the Cooperative in a safe manner will be removed. We wish to thank all those members that do comply with these requests.

6. RESTRICTIONS OF GROUP LIVING

6.1 Group Living:

Group living requires constant vigilance on your part so that you do not violate the rights of your neighbors. In a Cooperative community we should be as concerned about the rights of our fellow members and neighbors as we are about our own rights.

6.2 Smoke Detectors:

The Cooperative is required by Federal Law and Local City Ordinance to install and maintain smoke detectors on each floor and in each bedroom of every unit. We have also installed a carbon monoxide detector in the upstairs hallway of each unit. Smoke detectors and carbon monoxide detectors are hardwired however still require a battery to be installed for back up purposes. These items will be inspected, tested and certified at least once a year by the Cooperative.

Both Federal and Local Ordinances expressly prohibit you from tampering with the smoke detectors in your unit. If you tamper with the smoke detectors in your unit, you are in violation of the Rules and Regulations of the Cooperative and are subject to legal action to immediately terminate your membership and occupancy and a \$250 fine. Tampering includes removal of batteries from the smoke detectors to render the detectors inoperable. In the event you discover an inoperable or damaged smoke detector, you are obligated to call and report this immediately to the Manager or if after hours you must call for an emergency work order.

6.3 Clothes Dryer Exhaust Systems:

Michigan Residential Code, Chapter 15, Section M1501 requires dryer exhaust systems shall be independent of all other systems, shall convey the moisture to the outdoors and shall terminate on the outside of the building. Exhaust duct termination shall be in accordance with the dryer manufacturer's installation instructions. Screens shall not be installed at the duct termination.

Exhaust ducts shall not be connected with sheet-metal screws or fastening means which extend into the duct. Exhaust ducts shall be equipped with a back-draft damper. Exhaust ducts shall be constructed of minimum 0.016-inch thick (0.406 mm) rigid metal ducts, having smooth interior surfaces with joints running in the direction of air flow. Flexible transition ducts used to connect the dryer to the exhaust duct system shall be limited to single lengths, not to exceed 8 feet in length and shall be listed and labeled in accordance with UL215A. Transition ducts shall not be concealed within construction.

6.4 Energy Conservation:

During the winter months, members who are observed leaving windows open or doors open for periods exceeding one half hour are subject to a fine.

6.5 Storage:

Members are permitted to have ONE outside storage container no wider than 4 feet and no taller than 3 feet in height. The container must be manufactured for such use and made of durable plastic. The container cannot be wood or metal. It must be placed in the backs of units. Members with privacy fences may install a container 6 feet in height or as tall as their privacy fence however the container cannot be more than four feet wide. The Cooperative grounds may not be used for storage of any kind. Summer equipment, including bicycles, may only be stored on the rear patio. Naturally, the use of summer equipment may extend beyond the patio while in use, but this equipment must be returned to the patio when not in use. All summer equipment, with the exception of barbecue grills and patio furniture must be removed from patios by November 15th each year.

6.6 Noise:

Members must refrain from creating unnecessary, objectionable noises. An overly loud radio or television set, running the disposal or washer and dryer at night, excessively loud talk, dropping objects on bare floors in the middle of the night, bouncing a ball at inappropriate times and other objectionable noises can be very annoying to your neighbors. Because our walls are not sound proof, it behooves each of us to consider our neighbors. Such activity can constitute a violation of the Rules and Regulations and may constitute a breach of City Ordinances. The first offense will result in a written warning with a 2nd offense resulting in a \$25 fine.

It is a violating of the Rules and Regulations to engage in conduct that violates the residential noise ordinance for the City of Taylor. No person is to make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise, or any noise, that either annoys, disturbs, injures or endangers the comfort, repose health, peace, or safety of others. Rules violations include, but are not limited to the following:

1. The sounding of horns. Any unreasonably loud or harsh sound and the sounding of any device for any unreasonable and unnecessary period of time.
2. Radio, phonograph, and musical instruments. The playing of any radio, phonograph, television set, musical instrument (whether or not amplified), loudspeaker, tape recorder or player, or any other electronic sound producing devices, in such a manner or with such a volume at any time or place so as to annoy or disturb the quiet, comfort or repose of persons residing in the Cooperative.
3. Shouting and whistling. Yelling, shouting, hooting, whistling, singing, or the making of any other loud noise on the grounds of the Cooperative, or the making of such noise at any time or place so as to annoy or disturb the quiet, comfort or repose of persons at the Cooperative.
4. Engine exhaust. The discharge into the open air of the exhaust of any internal combustion engine, except through a muffler or other device, which effectively prevents loud or explosive noise there from.
5. Powered equipment and hand tools. Powered equipment and hand tools cannot be used prior to the hours of 8:00 a.m. and after 8:00 p.m. in accordance with the City of Taylor ordinances.

6.7 Deliveries:

The Manager is not responsible for accepting delivery of merchandise or parcels. If you cannot be home when delivery is to be made, you might try to contact a neighbor to receive delivery. If merchants or service people are calling on you, it is your responsibility to make sure they park their vehicle in the appropriate parking area. (See Parking Section 5.2)

6.8 Signs:

Except when permission has been granted in writing, signs may not be exhibited at the Cooperative. This prohibition includes, but is not limited to, garage sale advertisements, political advertisements, and commercial advertisements.

6.9 Barbecue Grills:

Barbecue grills may only be used on rear patios. Barbecue grills are not allowed in front of Cooperative town homes. Barbecue fires must be attended to at all times by an adult or totally extinguished. No lighting fluids are to be left outside the Cooperative unit at any time. All outside burning on Cooperative grounds is hereby forbidden with the exception of the use of a barbecue grill, which uses charcoal as a means of fire or a propane gas barbecue grill. All other devices, containers, receptacles are hereby forbidden.

6.10 Christmas Decorations:

All outside decorations must be removed by the 15th of January. The City Fire Code prohibits the presence of live Christmas trees in your Cooperative unit. Violations will result in the termination of your Membership at the Cooperative.

In addition, the following is part of the City of Taylor's Fire Prevention Code on Decorative Materials that the Members of the Cooperative are required to abide by:

1. Trees shall not be permitted in a means of exit or where it can block an exit.
2. Trees must be substantially supported so they cannot be easily tipped or knocked over.
3. Trees shall be located in a remote area of a room or lobby, and kept away from all paths of exit.
4. Flammable materials such as cotton batting, straw, dry vines, leaves, trees, artificial flowers, or shrubbery and foam plastic materials shall not be used for decorative purposes in show or other parts of buildings in such a quantity as to constitute a fire hazard, unless such material is flameproof in an approved manner.
5. Electric light bulbs shall not be decorated with paper or other combustible materials unless such materials have been rendered flameproof.
6. Electrically operated or lighted tree stands must be labeled and listed by a nationally recognized testing laboratory.
7. Electric lights used shall be those bearing the label of a nationally recognized testing laboratory and must be checked for defects prior to use.
8. When electrical lights are used, they shall be lighted only when under the supervision of a responsible person.

6.11 Cable Installation:

No holes are allowed in the brick or exterior siding. Cable wire for second floor use must be run on the interior of town homes only. Cable may only be run through cold air ducts, interior walls or closets.

6.12 Direct Satellite Dishes:

Branford Townhouses Cooperative hereby prohibits the installation of low power C-band satellites which require larger dishes in order for the subscriber to receive their signals and also the installation, maintenance or use of antenna to receive distant TVBS signals. A permit from the office must be obtained prior to installing a satellite dish. It must be no more than 4 feet from the front or back of the unit and stand no taller than 50 inches from the ground to the top of the satellite dish and must be permanently mounted using a wood or metal pole. Circular satellite dishes cannot exceed 26" in diameter. Oval Hi-Definition satellite dishes cannot exceed 24 x 31. It cannot be attached to the siding. Members having a privacy fence may attach the dish to their fence however the dish must meet the same size specifications and cannot extend taller than 3 feet from the top of the fence. After installation is complete the member must contact the office to have the dish inspected. Only one satellite dish is allowed per unit.

6.13 Fireworks/Decorative Patio Torches:

The use of fireworks of any kind is expressly prohibited. The use of patio torches, outdoor fire pits or similar devices is also expressly forbidden.

6.14 Ball playing, In-line Skating, Skateboarding, Bicycle Riding, and Motorized Scooters:

Ball playing, which includes, but is not limited to, basketball, baseball, golf, and street hockey, is not allowed in any courtyard, around any of the buildings or in the streets or parking lots. Portable basketball units are similarly prohibited. Ball playing is permitted in the playground area located at the end of Baker St. so long as there is ample distance from the building/members property. The cost to repair damages from ball playing is the responsibility of the member.

In-line skating, skateboarding, bicycle riding and similar activities are expressly prohibited in the parking lots of the Cooperative. In addition, the Cooperative prohibits all electric/gas powered scooters, mini bikes, and mopeds. The Cooperative bears no responsibility or liability to those members, their children, or guests failing to abide by this policy. The Cooperative retains the right to prohibit an individual from engaging in these activities anywhere on Cooperative property if there are verified complaints that the individual has acted in a dangerous manner so as to create a potential harm to other Members, their children, or guests.

6.15 Firearms and Weapons:

Use of firearms, bows and arrows, knives, BB guns, rifles, fireworks, and similarly dangerous weapons or explosives is expressly prohibited on or near the Cooperative grounds. Any such weapon or explosive is subject to immediate confiscation. Any use of a weapon or explosive on or near Cooperative grounds will be reported to the Taylor Police.

6.16 Curfew:

The curfew on Branford property for children up to the age of 15 years is 10:00 p.m. and from the age of 16 to 17 years is midnight unless accompanied by a parent or legal guardian. The first curfew violation will result in a written warning. A 2nd violation will result in a \$25 fine. Repeated violations may result in fines and or legal action.

6.17 Flammable Liquids and Gas Powered Machines:

Flammable items, with the exception of barbecue lighter fluid, may not be stored in a Cooperative unit. Gas powered machines of any kind, including but not limited to snow blowers, lawnmowers, weed trimmers, motorcycles, and mini-bikes may not be stored in a Cooperative unit. Members having a privacy fence must purchase and use electric powered lawn equipment.

6.18 Sleeping Quarters/Below Grade or Basements:

Bedrooms are not allowed in the basements. Below grade sleeping quarters violate the City of Taylor Fire Code. The Fire Code requires that any basement with a bedroom have direct access to an exit out of the building, which our town homes do not have. Every sleeping room must have at least one operable, unobstructed window or exterior door for emergency exit or rescue.

6.19 Conducting Business:

Members are not allowed to use their Cooperative town home for any business purpose that creates a disturbance, which might detract from another Member's peaceful occupancy of their Cooperative unit, including parking area.

6.20 Criminal Activity:

Responsibilities of membership and continued occupancy include a member's responsibility to maintain a certain standard of moral conduct on and off the premises, so as not to impair the good name and credibility of the Cooperative to the community.

It is also a moral duty of the Cooperative to protect its other members against association with any person who might be participating in any criminal activities. Therefore, the following rules and regulations are now effective:

- A. Neither a member nor any of the member's family occupying the premises at the Cooperative shall engage in, or permit unlawful activities in the member's unit, in the common areas, or on or off the Cooperative grounds.
- B. It shall be a violation of the Rules and Regulations and shall subject a member to eviction and loss of membership, if the member engages personally in any unlawful activity in the dwelling unit, in the common areas, on or off the Cooperative premises. Such prohibited activities include, but are not limited to, those items hereinafter listed:
 1. A member, member of the household, or guest invited on the premises engaging in any drug related criminal activity on the premises. This is meant to include any person under the members control;

2. If a determination is made by the Cooperative that a household member is illegally using a drug;
 3. If a determination is made by the Cooperative that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 4. Any criminal activity by a resident, any member of the resident's household, a guest, or another person under the resident's control that:
 - a Threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and staff or
 - b Threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
 5. If the member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the law s of the place from which the individual flees or that in the case of the State of New Jersey, is a high misdemeanor;
 6. If the resident is violating a condition of probation or parole under Federal or State law;
 7. If a determination is made by the Cooperative that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 8. If the Cooperative determines that the resident, any member of the resident's household, a guest or another person under the resident's control has engaged in the criminal activity, regardless of whether the resident, any member of the resident's household, a guest or another person under the resident's control has been arrested or convicted for such activity.
- C. The Cooperative pursuant to the terms of MCLA 600.5714(1)(b) may when a Member holds both the premises for 24-hour filing service of a written demand for possession for termination of tenancy, pursuant to this provision of the Occupancy Agreement providing for termination because a member of the Member's household or other person under the Member's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Cooperative premises. This section shall apply only if a formal police report has been filed alleging a person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Cooperative premises.
- D. The Cooperative pursuant to 600.5714(1)(e) may when a person holds over premises for 7 days following service of a written notice to quit for termination of the lease after the tenant, a member of the tenant's household, or a person under the tenant's control, on real property owned or operated by the tenant's landlord, has caused or threatened physical injury to an individual. This subdivision applies only if the police department with jurisdiction has been notified that the person, on real property owned or operated by the tenant's landlord, caused or threatened physical injury to an individual. This subdivision does not apply in either of the following cases: (i) *The individual who was physically injured or threated is the tenant or a member of the member's household;* (ii) *Application would result in a violation of federal housing regulations.*
- E. A member or occupant subsequent to move in engage in criminal conduct which would have made them ineligible for membership at the time of application in accordance with the member selection plan. That such activity shall constitute a material breach of the Occupancy Agreement and subjects the member to termination of tenancy.

6.21 Members Right to Peaceful Possession:

It will be considered a material breach of your occupancy agreement and subject you to possible termination of tenancy if your actions are responsible for the denial of other Cooperative Member's peaceful enjoyment of their town home. Note that the Cooperative has a duty under the terms of the Occupancy Agreements to provide each and every member of the Cooperative peaceful enjoyment of

their own particular town home. If a Member is causing other Members to be denied such peaceful enjoyment, it is the duty of the Cooperative to take action against that Member. By way of example, the following activities by Members, their family members or guests may subject a Member to termination of tenancy:

1. Repeated excessive noise, such as late night parties and excessively loud stereos or conversation.
2. Violation of any City, County, State, or Federal criminal, health, or safety law or regulation.

6.22 Use and Rental of Community Building:

The Community Building is for the exclusive use of the Members of the Cooperative and their guests for the purpose of celebrating family events and holidays. No commercial events, including events for private clubs and organizations, are permitted. Guests must be accompanied by a Member at all times. **Smoking and alcoholic beverages are NOT allowed.** Excessive noise levels will not be tolerated and any complaints may result in fines charged in accordance with the Rules and Regulations. No outside signs are allowed on the Cooperative premises. Members shall advise their guests as to the location of the community room by a map provided by the Cooperative available upon request. Members using the Community Building agree to be bound by the Community Building rental contract and agree to the following rules:

1. The community room is available for rental on weekends excluding holidays on a first come first serve basis. Rental of the clubhouse is a privilege. Those members that fail to abide by these policies may be denied future rental privileges. The maximum number of guests is limited to 94 persons by order of the Fire Department for the City of Taylor.
2. Reservations must be made at the Cooperative office. To secure a rental date a **Member** must complete a clubhouse rental agreement and pay a \$175.00 non refundable* rental fee by money order to Branford Townhouses Cooperative. At the time the reservation is made the Member **MUST** indicate the time he/she will meet a Branford representative at the clubhouse on the reserved event date.
3. The day of the event a staff member will meet with the **Member** at the appointment time noted on the clubhouse agreement form. A walk through inspection will be performed with the member. All problems should be noted on the form by the MEMBER and the form signed by both parties with the original being retained by staff. The alarm for the community room will be turned off however the alarms for other parts of the clubhouse will remain active. DO NOT attempt to enter areas other than those shown during your initial walk through inspection. The police department will respond in the event the alarm is tripped resulting in a \$25 fee. The Member will be given a key to the front door. This key must be returned immediately following the event either in person to personnel or placed in the drop box. A \$25 fine will be added to the members account for failing to comply. The member will be responsible for the building from the time it is opened until it is closed as described in the closing procedures.
4. Upon completion of the event, the building and its contents must be returned to its prior condition and cleaned as instructed. Members renting the hall must store the tables and chairs as they were found: 12 Round Tables, (11) 8ft rectangular tables, (1) 6ft rectangular tables, (2) 4ft rectangular table, 91 grey cloth chairs. **You MUST have the clubhouse cleaned and returned to its pre-event condition by 1am in order to comply with City Ordinance.** Failure to comply may result in a citation, or fine imposed by the city of Taylor or by Branford. Cleaning consists of the following:
 - Sweeping the floor –bathrooms, main room, kitchen area, and foyer. If necessary please move the rugs located in the bathroom areas and in the main clubhouse areas prior to mopping.
 - Rugs vacuumed or swept free of debris.
 - The bathroom floors and the main clubhouse area tiled floor should be mopped. Please spot mop the wooden floor area if needed.

- Wipe down kitchen area including the counters, microwave, stove, refrigerator and oven. You must thoroughly clean any spills/messes you have made.
- Bathrooms must be cleaned-(toilets wiped down, counters, sinks) You must thoroughly clean any spills/messes you have made.
- Tables and chairs should be wiped down prior to be stacked back in the storage room.
- **ALL TAPE MUST BE REMOVED FROM WALLS, WINDOWS, CEILING, LIGHT FIXTURES, ETC**

Cleaning products are not supplied and any cleaning not performed by the Member will be completed by staff and charged to the Member at the rate of \$25 per hour of cleaning time.

5. The member agrees to exit the clubhouse at the time given on the rental agreement. The member must contact the staff member when leaving either by calling 313 447 7250 or by calling _____. DO NOT attempt to gain entry once you have left the building. The alarm may be active and if tripped will alert the Taylor Police Department resulting in a \$25 fine. All lights must be turned off and exterior doors locked when leaving. Personnel will meet the member at the time noted on the rental agreement for a walkthrough **ONLY** in the event the member chose YES and noted a time prior to 10pm for closing. The building must be cleaned and empty by the time noted on the agreement in order for staff to inspect. The Member will have the option to correct any issues found. Members that chose NO on the rental agreement form or those with parties ending after 10pm will **not** have a walk through. Members will be notified by mail of any charges added to their account.
6. No deposit is required as the Member is financially responsible for any and all costs due to the Cooperative. Such costs will be charged to the Members account under their Occupancy Agreement to be paid with the following months' carrying charge payment. Partial payment will NOT be accepted and may result in additional fines/fees .The Member renting the community room is equally responsible for the conduct and behavior of their guests. All damages to Cooperative property whether inside or outside of the Community Room is the financial responsibility of the member as are fines imposed for violations of the Cooperative Rules and Regulations. Members will also be charged for violations of the Community Room Rules, damages not noted on the inspection form as well as fees charged for failing to properly clean after the event. Such amounts are determined solely by Branford and/or its representative(s).

*A full refund is given in the event there is a power outage or if the member has cancelled the reservation more than 7 days prior to the reserved event date. Otherwise the rental fee of \$175.00 will be kept by the Cooperative.

6.23 Complaint Procedures:

There are two main classes of complaints. The first class is complaints about malfunctioning appliances, doors, windows, plumbing, etc. These complaints should be directed to the Manager. The Manager will take the necessary steps to correct the situation. (See Work Orders and Maintenance.) The Manager is not a police officer and should not be asked to settle differences between Members or outsiders.

The second and more serious class of complaints should be directed to the Managing Agent. Included in this class are complaints regarding the Manager or other Cooperative employee, services expected but not received, complaints about our Cooperative (hopefully constructive), and complaints about other Members. If complaints to the Managing Agent are futile, the Board of Directors may be petitioned as a last resort. Complaints to the Managing Agent or the Board of Directors must be in writing and signed. The Board of Directors will act upon no request or complaint unless submitted in writing and placed in a sealed envelope addressed to the Board of Directors. Members name are kept confidential unless it becomes necessary to proceed with litigation.

6.24 Pet Policy:

This policy must be followed by all members and pertains to all pets including those pets previously registered. Effective January 1 2015 dogs and cats will be permitted as pets. The term "pet" refers to domesticated dogs weighing 25 pounds or less, full grown, no exceptions and cats. Registration fee for a pet is \$200. Fees are subject to change with proper notice. There may be only one pet registered per unit, provided that if the pet is lost or dies, it may not be replaced without going through the registration process. Failure to abide by the rules and regulations may result in fines, revocation of pet permit requiring immediate removal of pet as well as loss of membership and occupancy. The pet permit allows only for the pet described on the form. It does not permit pet visiting/sitting of any kind other than assistance animals needed by visitors with disabilities. Exceptions are made regarding the accommodation for the disabled.

Other than fish, caged birds, and customarily home-caged animals such as hamsters, no animals are allowed within the Cooperative without having the animal registered. All pets must be approved by the Board of Directors prior to obtaining the animal. The Board of Directors reserves unto itself the right to accept or register a pet subject to registration. Permission will be based on various factors such as size of the animal, prior compliance, and quantity of animals at the Cooperative. Owner's of a dog or cat must submit a recent photo of the animal for the office file.

Unauthorized animals include those deemed "Aggressive or Potentially Aggressive" banned by state or federal law and/or city ordinance as well as wild, exotic or undomesticated animals including but not limited to raccoons, pigs, skunks, squirrels, wolves, wild carnivorous and/or poisonous reptiles/snakes. The Board reserves the right to exclude breeds of pets. For the purpose of this policy "Aggressive or Potentially Aggressive" is defined as: Pit Bull breeds of dogs (American pit bull terrier, Staffordshire bull terrier, American Staffordshire bull terriers, etc), Chows, Doberman Pinchers, Rottweiler's, any Mastiff breeds, Cane Corsos, Presa Canarios and any wolf hybrids. Any dog which is a percentage of up to half-breed dogs of these types is also prohibited.

1. **Registration:** Members must complete the proper registration forms for Board review and pay the registration fee prior to obtaining the pet. Thereafter, pets must be registered at the Cooperative office between January 1st and January 31st annually by presenting certification of immunization and a current license from the City of Taylor. This applies to both cats and dogs. Members not registering their pet during this registration period will be subject to a \$100.00 assessment fee. Failure to pay the charge within 30 days and continued failure to register the pet may result in revocation of pet permit requiring the immediate removal of the pet as well as loss of membership and occupancy. Breeding of animals is not permitted.

2. **Control of Pets:** Cats are not permitted outside the unit for any purpose other than to transport from place to place. For no reason whatsoever are they permitted to roam the property not even within a members' privacy fence. When transporting they must be secured inside a pet carrier. Dogs are permitted outside the unit for pet purposes such as exercise, play, etc however must be on a leash or chain not to exceed 10 feet in length and must be under the control of the pet owner at all times, or another person capable of controlling the animal. They must never be left unattended as this poses a hazard to both the dog and fellow members. Leashes/chains must not be attached to trees, shrubs, meter boxes, utility poles, etc. It is the members' responsibility to ensure they are following all city ordinances.

Animal bites must be reported to the office immediately. Members may be required to permanently remove any animal displaying vicious behavior such as lunging at people, continuous growling, fighting etc. Members **MUST** permanently remove a pet that has bitten a person or animal within 24 hours. Violations of a non-violent/aggressive nature will result in the following: 1st violation-\$50 fine, 2nd violation \$75 fine, 3rd violation \$100 fine and removal of the animal from cooperative grounds.

3. **Responsibility:** Members are responsible for the behavior of their pets and must assure their pets do not become a nuisance or menace to other pets, persons, or property. Pets are not permitted to make loud or unreasonable noises that may be disturbing to fellow members of the Cooperative. Members are financially responsible for any and all damages and/or injuries caused by their pet. By registering, they agree to indemnify and hold the Cooperative harmless from any liability. Members agree to reimburse the Cooperative for damages, judgments, costs and/or attorney fees incurred by the

Cooperative as a result of damages/injuries. Pets found to have injured anyone must be removed from the property within 24 hours of incident. Pet owners promise to reimburse fellow members for any costs due to damages caused by their pet.

Members must immediately clean up messes caused by their pet. The term "messes" is defined to include defecation, garbage, and the like. Dog droppings must be disposed of by being placed in a plastic sack, secured and then placed in a garbage receptacle. Cat owners must supply a sealed litter box for waste that must be kept inside the unit. Cat litter must be disposed of using 2 ply plastic garbage bags. This must be securely closed before placing inside trash receptacles. Failure to comply will result in the following 1st offense-\$50 fine, 2nd offense-\$100 fine and 3rd offense \$100 fine and possible eviction.

Members shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit prevent health hazards and shall maintain the unit in a sanitary condition at all times.

To report pet neglect, abuse, biting, nuisance and destruction of property please provide written notification to the office. Branford reserves the right to require removal of any animal when such reporting results in confirmation of neglect, abuse, nuisance, and/or destruction of property.

It is the responsibility of the member to ensure their pet is contained whether or not they are home as staff or contractors may need to enter. This includes times such as those when the unit may be treated for infestations. Branford will not be held liable for the ill health or death of a pet due to treatments.

4. Members are prohibited from harboring or feeding stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Board of Directors.

5. Upon the death of a pet, the member must inform the office and dispose of the remains in a proper fashion. Remains are not permitted to be buried on Cooperative property or placed inside trash receptacles.

There may be only one pet registered per unit. Pet owners residing at Branford prior to July 21, 2004, that have complied with the policy exceptions approved by the Board of Directors on November 16, 2005 are permitted no more than 2 pets, provided that if one pet is lost or dies, it may not be replaced. At such time the current pet policy must be followed. Failure to abide by the rules and regulations may result in fines, revocation of pet permit requiring immediate removal of pet as well as loss of membership and occupancy.

6.25 Changes in Family or Household Composition:

Subsequent to the Members intimal occupancy any changes in family composition must be reported to the Cooperative office immediately. Any adult over 18 that wishes to be a resident must pay a \$13 fee for a criminal background check. Failure to meet the criteria as stated in the Member Selection plan is grounds for denial of occupancy. The member of record must be the guardian or have legal custody of minor children wanting to be added as occupants. Failure to notify the cooperative of any such changes in a timely manner constitutes a material breach of the Occupancy Agreement. The member may not add additional residents so as to over utilize the townhome; limit of 2 person's per bedroom. Any individual guest who stays continuously for a period exceeding two (2) weeks or any guest that spends three (3) or more nights on a continual basis is considered an unauthorized occupant and constitutes a material breach of this Occupancy Agreement.

6.26 Premises to be used for Residential Purposes Only

The member shall occupy the dwelling unit covered by this agreement as a private residence for himself and other occupants as hereby listed in your Occupancy Agreement, and for no other persons or purpose, and may enjoy the use in common with other members of the Corporation of all community property and facilities of the entire cooperative community so long as he continues to own a membership certificate of the Corporation, occupies his dwelling unit as his primary residence, and abides by the terms of this agreement. Absence of the member and/or the authorized occupants exceeding 60 days is a presumption to the Cooperative that the townhome is no longer your primary residence: and the member shall be in default of this agreement. Subletting is strictly forbidden.

The Member shall not permit any business enterprise to be conducted in their townhome. The Member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to the said premises. If by reason of the occupancy or use of said premises by the Member the rate of insurance on the building shall be increased, the Member shall be personally liable for the additional insurance premiums.

6.27 Yard Sales:

There will be dates selected each year by the Board of Directors for the purpose of yard sales and the membership will be informed of these dates in a timely manner. Members are NOT permitted to have a yard sale at any other time.

7 FINES AND PROCEDURAL MATTERS

7.1 Fines for Violations of the Rules and Regulations:

At the discretion of the Board of Directors, fines may be assessed in the amount of up to \$100 for each violation and /or written warning; and/or the Cooperative may institute legal action for termination of Membership and occupancy. A \$250 fine will be assessed to a members account in the event smoke detectors have been tampered with. Tampering includes removing batteries, leaving smoke detector hanging from ceiling or complete removal.

Members are responsible for their family members, other household members, and guests, and are subject to fine, written warning, and/or termination of Membership and occupancy based on violations by those persons.

7.2 Procedure for Imposition of Fines:

The Board of Directors is the authority for decisions regarding the imposition of fines. There are three methods by which the Board will investigate and, if necessary, impose fines. Those methods are first, verification of a complaint by a Member concerning a violation of the Rules and regulations; second, observations of the \management or maintenance staff concerning violations by members; and third, observations by the Board of Directors regarding such violations.

The Board of Directors will instruct management to issue written notification that a fine or warning is being imposed and specify which Rule and Regulation was violated. The fine is added to your account and is payable with the following months carrying charge. Partial payment will not be accepted and failing to pay a fine may result in additional late fees and or fines. In the event that you protest the violation and fine imposed, you must submit in writing an explanation concerning why you do not believe you are guilty of the violation. After the Board has reviewed your written explanation, you will receive written notification of the Boards' decision. You will be notified of their decision in a timely manner. If your explanation has been deemed sufficient you will be advised that the fine has been cancelled and a credit will be applied to your account if applicable.

Repeated violation of the Rules and Regulations shall provide sufficient grounds for termination of Membership and occupancy. Note: Your Occupancy Agreement also requires you to abide by the Rules and Regulations of the Cooperative. A material violation of that agreement may alone warrant the issuance of a termination notice and subject you to termination of Membership and occupancy.

7.3 Future Modification:

Future modification of Rules & Regulations may be made from time to time. Any such change will be in writing and sent to each Member of the Cooperative, effective thirty days after the date of notice. Any such change should be incorporated into these Rules and Regulations and made a part thereof.

7.4 Revocation of All Prior Rules and Regulations:

Upon publication of these Rules and Regulations, the Board of Directors expressly revokes all prior Rules and Regulations and, from now on, the Rules and Regulations set forth in this document shall be the governing Rules and Regulations of Branford Townhouses Cooperative.

7.5 Incorporation of the Rules and Regulations to the Occupancy Agreement:

Your rights and responsibilities as a Member of the Cooperative are governed by the By-Laws of the Corporation, your Occupancy Agreement, and these Rules and Regulations.

8 ANNUAL MEETING & ELECTION INFORMATION

In order to insure a fair, orderly election, where Members are provided an opportunity to know the candidates for election prior to the balloting, the following rules have been adopted:

8.1 Voting Eligibility:

Only Members in good standing may vote. Good standing means a member is not in arrears more than thirty days in carrying charges and/or has no legal action pending against them.

8.2 Attendees:

Non-Members are allowed to attend the Annual Meeting by invitation of the Board of Directors.

8.3 Proxies:

Proxies are issued to Members (1 per unit) where there is only one adult member of the household and that Member is unable, for good cause, to attend the meeting. No Member may take more than two (2) proxy ballot in addition to his/her own ballot. Any Member requesting to vote by proxy must be in good standing at both the time of the request and the balloting. Proxy request forms may be obtained from the Cooperative office.

8.4 Candidate Declaration:

Branford accepts resumes for publication prior to the election, ensuring all members a fair chance to learn about the candidates. Members who wish to run for the Board of Directors MUST obtain a resume form from the office. These must be filled out, by the candidate who must also obtain the signatures of two Members to nominate and second the nomination of the candidate. Any Member who nominates or seconds the nomination of a candidate must him/herself be a Member in good standing. The resume forms must be returned to the Cooperative office by the date stamped thereon for publication. This practice will ensure that all members have a chance to examine the candidate's credentials.

8.5 Nominations from the Floor:

No nominations will be accepted from the floor during the Annual Meeting. The Cooperative newsletter published in March will carry the candidates' resumes and the Agenda for the Annual Meeting.

8.6 Early Voting:

Branford's Legal Counsel has determined legal basis for members who wish to vote early, and the Board of Directors adopted the following as of March 4, 1983: Any member who wishes to vote early, who for good cause cannot attend the actual Annual Meeting may cast a ballot prior to the meeting; however, their ballot will only be counted if a quorum is present at the meeting. Early ballots will not be counted for purposes of establishing a quorum, and the member casting an early ballot will not be counted as in attendance at the meeting. Members wishing to exercise their option to vote early must be in good standing.