

Welcome new Townhouse Plaza Member!

The residents of Townhouse Plaza welcome you to our Cooperative Community. We are a community of caring people. You are now a resident owner! Townhouse Plaza is a 217 unit Cooperative. Ownership entitles you too many benefits and privileges and it also places certain obligations on the member. The key ingredient to enjoyable living here is cooperation. Proximity to your neighbors requires respect for their rights. They, in turn respect your rights. Cooperatives function through the Rules and Regulations enacted by the Board of Directors. The Board is elected by the Members and is aided by Committees. Serving on the Board of Directors or on a Committee is vital to the efficient operation of the Cooperative. This Handbook is intended to help you become familiar with the benefits, privileges, and obligations of living in a Cooperative. This 2010 Edition of the Handbook supersedes all that came before it. Please review it and if you have any question, contact the Office Manager.

Sincerely,

Townhouse Plaza Cooperative

SECTION I

TOWNHOUSE PLAZA COOPERATIVE POLICY AND RULES HANDBOOK

MEMBERS NOTICE: The policies, rules and regulations of the Cooperative are detailed in the handbook. Also included, are samples of permit forms, **Please do not remove these sample forms, but request forms from the Townhouse office for your use.**

APPEAL: If you should receive a billing, fine, or both from the Property Manager or the Board of Directors that you feel is unjustified, you may appeal the decision to the Board of Directors by arranging to appear, in person, at a Board Meeting and or presenting a written statement to the Board detailing in a clear, accurate, concise and honest manner, the circumstances and facts that you believe to be relevant.

PERMITS: The Board of Directors from time to time has, and will prescribe rules, regulations and policies for the good of the cooperative corporation. Some of these rules may require permits to be filed by the members. Any such rules are already included in the Handbook. See the individual policies for those which require permits.

EXCEPTIONS: Exceptions to any of the provisions of this Handbook, its categories, rules, sections, and/or penalties may be granted by the Board of Directors upon written appeal to the Board of Directors by the resident member. The Board of Directors shall require good and sufficient evidence to grant exceptions, including adjusting the penalties imposed, if, at their discretion, it is deemed to be appropriate.

VIOLATIONS: Persistent violation of the policies, rules and regulations in this Handbook by member, shall be considered to be a *violation* of the terms and conditions of the Occupancy Agreement signed by the Member and the Cooperative and shall be considered to be a *default* of that agreement by the Board of Directors of the 2 Cooperative, which could lead to termination of membership in the Cooperative.

WHAT IS A COOPERATIVE?

"Cooperative" as it is applied to housing, means: Cooperative (joint operation) of a housing development by those who live in it. All of the property of a cooperative housing development is owned by a corporation. The corporations "Articles of Incorporation" and "By Laws" are especially designed so the corporation can be owned and operated by its' members. A member of a cooperative does not directly own his dwelling Unit. Rather, he owns a membership certificate which carries with it the exclusive right to occupy a dwelling unit and to participate in the operation of the corporation directly as an elected Member of the Board of Directors or indirectly as a voter. The Law gives a corporation virtually the same rights and imposes the same responsibilities on it as a human being. **THE LAW PERMITS ONLY THE ELECTED BOARD TO OFFICIALLY ACT FOR THE CORPORATION.**

A Cooperative is a unique form of home ownership in that:

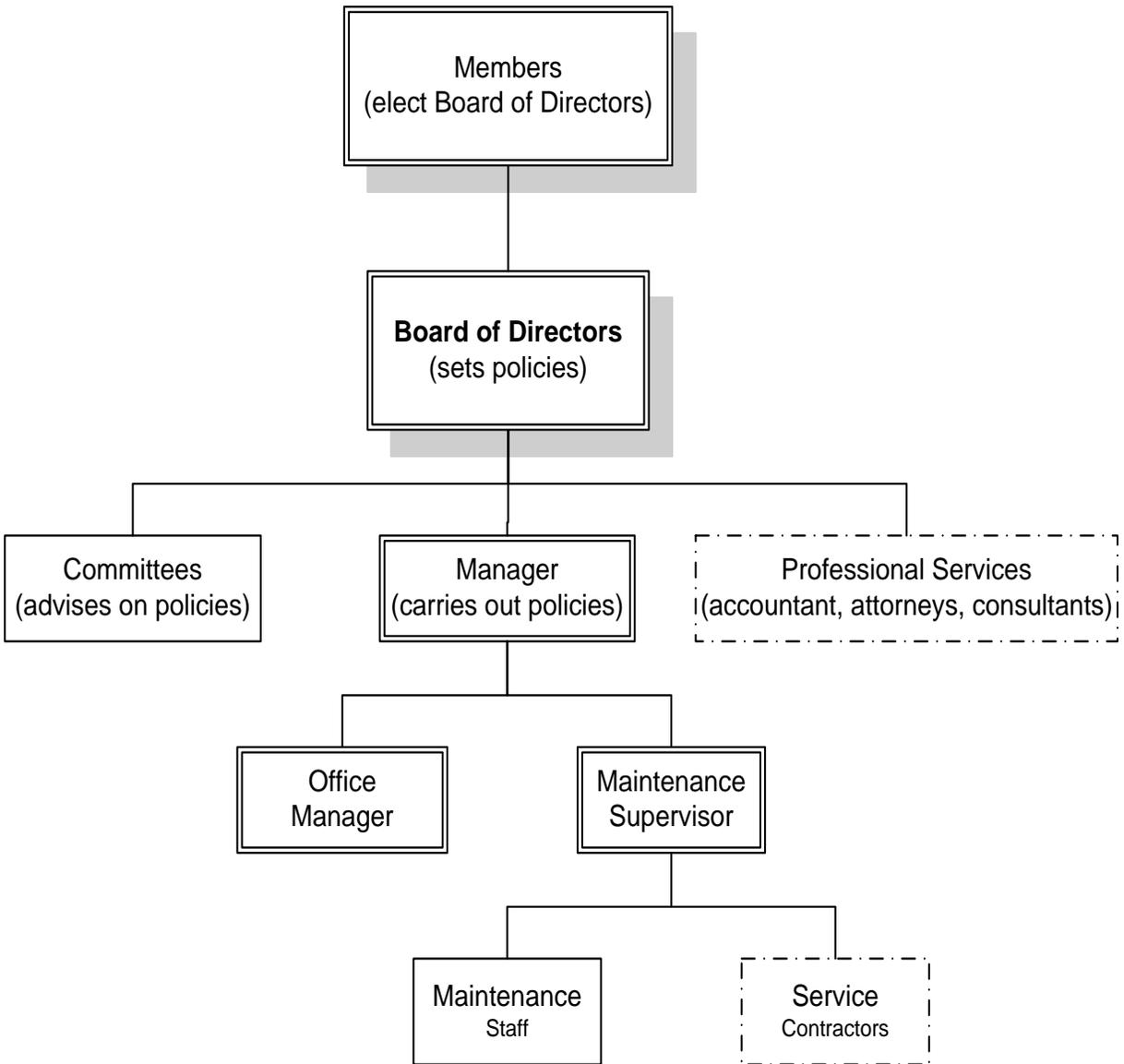
1. The Cooperative holds title to the dwelling units and directly assumes the mortgage, if any, taxes and other obligations necessary to finance and operate the development, thereby relieving the individual Member from any direct liability for those items.
2. Each member signs an Occupancy Agreement with the Cooperative, which renews itself annually as long as the member is not in violation of the rules adopted by the Board or has not been given notice to leave.
3. Members support the Cooperative through their Occupancy Agreements and their continued participation in the Cooperative activities and affairs.
4. Each member is entitled to a proportionate share of mortgage interest, if any, and or real estate taxes paid by the corporation for use as a **DEDUCTION ON YOUR PERSONAL INCOME TAX RETURNS**. If all of the assets of the Cooperative are sold, the Members are entitled to their proportionate share of the amount remaining after all obligations have been paid.
5. If a Member decides to leave the Cooperative his membership may be sold in accordance with the procedure for sale of membership as outlined in the By-Laws. The Board of Directors employs many professionals to assist them in conducting the business of the Cooperative, including legal counsel, accountant, maintenance personnel and management personnel. The Management personnel handle the day to day business affairs of the Cooperative as directed by the Board of Directors, or as specified in a carefully considered contract. In other words, all the above named professionals work for the Cooperative and for the Board of Directors and continue to be employed at the pleasure of the Board of Directors. We, members, are “owners of the corporation,” and we pay monthly housing charges or carrying charges. These monthly housing charges are determined by the Board of Directors as each Member’s proportionate share of the actual operating costs to run the development. **THERE IS NO PROVISION FOR PROFIT IN THE BUDGET**. This is the most efficient use of each housing dollar. Each Member owns a membership and therefore a right to vote during the Annual Membership Meeting or any ‘special membership meetings’ on policy matters concerning the Cooperative, as well as for the election of the Board of Directors. All of the Board of Directors are required by the by laws (page 5 of by-laws) to be members of the Cooperative. The vote and voice of each resident/Member in the Cooperative actually does count, which means that member’s participation is not only desired but ***required*** for the most successful operation of the corporation. This type of self-reliance and the resulting self-respect cannot be found in any other type of multi-family housing.

GENERAL INFORMATION

A SUBSCRIPTION FOR MEMBERSHIP IN A HOUSING COOPERATIVE IS MORE THAN JUST AN APPLICATION FOR A PLACE TO LIVE. It leads to your participation in the Cooperative ownership and operation of a housing development. There has been a sharp increase in Cooperative ownership of housing in the United States during the past several years. The reasons for this increase in popularity of cooperatives for housing are many as exemplified:

1. The cooperative approach to housing instills a pride of ownership similar to pride of ownership in a house which results in most cases in a deeper interest in maintaining the property and participating in the civic affairs.
2. A cooperative is operated on a democratic basis.
3. Since the cooperative is not a profit motivated business, members benefit the optimum quality of housing for the minimum amount of investment and monthly cost.
4. All residents share equally in the obligations of the cooperative with no benefit going to any "outsider" such as an absentee landlord or investor.
5. Cooperative residents occupy their dwelling units, on an average, longer than residents who rent a residence. In residing in a cooperative longer, members become acquainted with their neighbors and fellow members and learn to work together for the over-all betterment of the development and the community.
6. Maintenance costs, in a well operated cooperative, are minimized. Experience has shown members take better care of their property when maintenance is efficient. The unit's decoration is the member's choice and is done by the member, unless plumbing and heating and electrical is changed; at which time a licensed contractor is required with an approved alteration permit from the cooperative management for the protection of all members.
7. Working together as members of a cooperative there is a greater opportunity to achieve better understanding between families of all walks of life.

ORGANIZATION CHART



WHAT IS TOWNHOUSE PLAZA?

The corporation is organized for the benefit of its resident-members. The Articles of Incorporation provide that the Corporation's primary function is to provide housing on a cooperative non-profit basis for the benefit of its members.

The By-Laws of the corporation form the constitution for the membership group of owner/residents. They define how the Corporation shall function, they guarantee democratic control and they define the structure of the Corporation and the rights and obligations of the Membership. In these By-laws you will find provisions for eligibility for membership and the manner in which membership may be terminated; provisions for regular meetings; the method for selecting the Board of Directors and the extent of their powers and duties; as well as the technical requirements for the fiscal management of the cooperative corporation.

THE MEMBER AND HIS RELATIONSHIP TO THE COOP

The most important part of the cooperative is the individual member. The cooperative has been created for the benefit of the member in conjunction with that of his fellow members.

When the dwelling unit is available for occupancy, the new members enter into an OCCUPANCY AGREEMENT with the cooperative. This agreement specifically defines the member's right to occupancy in his or her dwelling unit. The Occupancy Agreement provides certain protections to a member as to the rights in the use of the dwelling unit. It also establishes certain limitations required for the benefit of the entire community as required by law.

MONTHLY HOUSING CHARGES (CARRYING CHARGES)

The monthly carrying charges paid by the individual member together with those of his neighbors, provide the funds necessary to meet the budget for the cooperative. These monthly housing charges are used to pay the mortgage charges, if any, real estate taxes and other taxes, the cost of administration, operation and maintenance of Townhouse Plaza Cooperative. Just as in any other business corporation the costs and expenses may change from time to time. You will note, therefore, that the Occupancy Agreement provides for a periodic review, at least annually, of the monthly carrying charges which may change as conditions require.

Monthly carrying charges are **ALWAYS DUE ON OR BEFORE THE FIRST (1ST) OF EVERY MONTH**. Members must pay by check or money order, **NEVER CASH**. Members may mail or deliver the carrying charge payment to the office. Payments received after the tenth (10th) of each month will be assessed a late charge. You may

also leave your payment in the mail box slot located next to the door of the Community Building/Business Office.

THREE OR MORE TIMES LATE RULE

If a member of the cooperative is late in paying their required carrying charges and or maintains a delinquent account with the Cooperative three (3) or more times in any twelve (12) month period, the cooperative has the option to terminate said delinquent member's occupancy agreement/membership with the cooperative. In addition a late fee charge is assessed for each month a payment is late and if a check is returned for insufficient funds a charge of \$30.00 is attached to the members account.

A five person Board of Directors, elected by the membership, sets the policies of the Cooperative, and has all the powers and duties necessary for the administration of the affairs of Townhouse Plaza Cooperative. For a more specific listing of the powers and responsibilities, see the By-Laws.

The Board of Directors serves without compensation and are members of the Cooperative. They elect the corporate officers consisting of; a President, two Vice-Presidents, Secretary and Treasurer. Board meetings are held regularly and are held in the Community/Office building.

MANAGEMENT

THE PROPERTY MANAGER TAKES ASSIGNMENTS AND DIRECTIONS FROM THE BOARD OF DIRECTORS, not from individual members of the Board or from individual members of the cooperative. IN ADDITION, THE OFFICE MANAGER CANNOT CHANGE POLICY OR ACT ON AN APPEAL; HE/SHE CAN ONLY FORWARD SUCH APPEALS TO THE PROPERTY MANAGER OR BOARD OF DIRECTORS. Any member of the cooperative, as well as management may point out previous actions of the Board or various sections of cooperative policies. Only the Board of Directors, in a meeting duly called and constituted, may make exceptions or changes to existing policies or interpret various regulations.

The business affairs of Townhouse Plaza are conducted by the Property Manager. The Manager will assist you in getting the service to which you are entitled as a member of the cooperative. However, the manager cannot do things that are contrary to the policies of the cooperative, without *specific* Board action.

MAINTENANCE

The cooperative maintains the buildings and the original equipment within them. Extra equipment added by the member, such as air conditioning units, humidifiers, dryers,

washing machines, dishwashers, etc. must be maintained by the member at his responsibility and cost. All decorating, interior painting, carpeting, window blinds and drapes and curtains, carpets, and other personal items are also the responsibility of the member. If service is needed for the cooperative-maintained equipment such as the furnace, garbage disposal, electrical wiring, plumbing, windows, roof, walls, etc.; the member is to call the business office at 586-791-0370 and explain the work needed. The member's request will be recorded and service dispatched as soon as possible.

If a member has an emergency after business hours or on the weekend, which *threatens the health or safety* of the household or threatens to damage the property unless corrective action is taken immediately, call the maintenance number at 586-791-0370. Your request will be recorded and dispatched for serviced as soon as possible. In the event there should be a fire call 911 first. **AFTER HOUR CALLS THAT ARE NOT AN EMERGENCY WILL NOT RECEIVE SERVICE AFTER HOURS.**

Any repairs made necessary due to member neglect or carelessness (or the similar actions of member's guests) will be charged to the responsible member and must be paid no later than the first of the month following billing. After this period, they are deducted from your next payment of monthly housing charges and the resulting delinquency is subject to late charges. Negligent damage includes wearing of sod at the front and rear of all units', all glass breakage, screen damage as well as improper care of hardwood floors and linoleum and drywall damage, stove and refrigerator neglect, furnace filter neglect, etc.

COMPLAINTS

To complain with regard to maintenance service, management practices, bookkeeping errors, etc., always call the on-site office and attempt to have the difficulty resolved. Often the office will request a **signed, written complaint**, as any further action that may be required usually cannot be taken without this type of verified complaint. If you are not happy with the suggestions or resolution of your problem, you are encouraged to arrange to appear before a meeting of the Board of Directors. When encountering disputes concerning other residents you may submit a written complaint to the Board of Directors, (see fine policy), these member appeals of the action or decision of the manager, maintenance or any committee may be made to the entire Board of Directors **if submitted in writing well in advance of a board meeting** (usually a week's notice).

EVICCTIONS

Although every effort is made in the cooperative to create a homeowner atmosphere, ***there are a number of conditions which can lead to eviction. These include delinquency in monthly housing charges or other payment, the creation of continuing hazards or nuisance, continued violation of any of the terms and***

conditions of the Occupancy Agreement, Including rules and regulations established by the Board of Directors.

CONFIDENTIAL INFORMATION

No private or personal information regarding any cooperative member is ever divulged by any cooperative staff or officers without express consent of the member in question, other than that information given to the Board of Directors or committees of the Board officially authorized for the proper conduct of cooperative business. This also includes the fact that neither your address nor phone number will be given to “friends” or “relatives” who may drop into the office requesting this information. If you have friends coming by, let them know your address before they arrive.

RENTING AND SUBLETTING

Renting and or subletting a unit ***is not*** permitted by any member. Any member found to be renting is in violation of the Occupancy Agreement and will be evicted.

EVENT OF DEATH BENEFIT

Townhouse Plaza Cooperative provides to the member of record, a three month “free” carrying charge benefit, in the event of death, to the surviving estate.

MEMBERSHIP CERTIFICATE

When a unit is sold and a new member joins Townhouse Plaza Cooperative, a membership certificate is issued in the new members name as evidence they are the member of the cooperative. This certificate is comparable in many ways to a stock certificate given to stockholders of other corporations, since it certifies your ownership rights in the cooperative. When you move out you must return this certificate to the office with your signature endorsement on the back. At the time of sign up to become a member with Townhouse Plaza a one-time membership fee is paid in the amount of one hundred dollars.

INSURANCE

The cooperative insures all property ***owned by the cooperative***. However, there are important areas which are not covered by the cooperative’s insurance.

The cooperative’s insurance does not protect with insurance coverage any member’s personal belongings, i.e. jewelry, carpets, furniture, clothing, etc. nor does it offer you liability insurance for accidents that might happen in your unit or damage to cooperative

property through your negligence, i.e. fire, etc. All current members are urged to obtain a form of cooperative/renters insurance policy to cover these personal items.

POLICE POWERS

The jurisdiction of the Clinton Township Police Department extends onto Townhouse Plaza property and they should be called when needed. Persistent violation of the Polices of Townhouse Plaza Cooperative, by any member shall be considered to be a violation of the terms and conditions of an Occupancy Agreement signed between a member and the Cooperative, and shall be considered to be a default of that agreement by the Board of Directors of the Cooperative.

PARKING

The Cooperative has provided one parking space for each townhouse, plus a few extra spaces marked "V" for guests. Because of the limited space, the cooperative has instituted a rigidly enforced parking policy (see text in this handbook under parking rules/regulations). ***All Members are responsible for the way they park their vehicles as well as the way the guests of the member park their vehicles in "V" locations in Townhouse Plaza Cooperative.***

EXTERMINATION OF PESTS

If a member should require the services of an extermination of insects or rodents they must call the office to report this and an exterminator will be dispatched on his regular maintenance schedule of twice a month visits to the complex. There will be no charge for this service unless the problem was caused by the member's negligence. If roaches or other insects are discovered in the complex the cooperative may have to treat every unit in that building as a cure as well as a preventative for transferring to other units. Therefore, the possibility may arise where you may find the exterminator at your door even when you have not called for a service yourself. In most cases, an advanced notice, however, will be issued so the areas can be prepped for the treatment of a problem. The member's full cooperation in this area, as always, is appreciated and will aid in keeping your home protected from any pest.

GROUNDS

The cooperative provides normal grounds maintenance such as grass cutting, watering of some areas, grounds care, snow removal and general pickup of the complex grounds all done on a routine basis and seasonally the grounds are treated for fertilizing and weed control.

All members are expected to cooperate in helping keep the grounds maintained at all times and especially by ***not***.

- Littering the grounds with paper or other types of litter such as bottles, cans or other.
- Leaving toys, picnic equipment, chairs, bicycles or other items where they may interfere with the proper lawn and grounds care by the maintenance staff or lawn service. Note: The cooperative is not responsible for any personal property or equipment that may disappear or become damaged.
- Dumping barbeque grills on the ground or loosely dumped in dumpsters. All such materials should be **completely extinguished** and only then they should be bagged and disposed of in the dumpster safely.
- Wading pools and such are allowed on the lawns when actually in use by the children of Townhouse Plaza.
- Do not wear a path or install a new walkway on the lawn unless first approved by the Board of Directors in writing.
- Should the sod, grass, trees, shrubs or parking lots be damaged by member's and or children or guests actions, it will be replaced at the **member's expense**.

GARDENS

All members are responsible for keeping garden areas against the buildings weed free also any member who plants their own gardens are responsible for keeping them weed free and maintained. However, if a member is unable to maintain the garden area due to illness or injury they **must notify** the business office and request assistance.

NO VEGETABLE/FRUIT GARDENS ARE ALLOWED TO BE PLANTED IN TOWNHOUSE PLAZA COOPERATIVE

Vegetable/Fruit growing is prohibited effective January 1, 2010.

LANDSCAPING

The cooperative continually tries to improve the appearance of the complex by regular maintenance to the lawns, shrubs and trees. Members are requested to do their part by preventing damage to these things and in educating their children in the importance of not destroying any landscaping. Any landscaping or lawn areas that are damaged by a member or a member's family or due to neglect will be charged to the member at fault. The cooperative encourages the planting of flowers around the townhouses in the area

next to the buildings to enhance the appearance of Townhouse Plaza. Each member resident is expected to keep this area free from weeds and any type of rubbish. Member's contribution in this matter will make the development a more pleasant place to live. Planting or removal of trees or shrubs requires **written permission from the Board of Directors.**

WATER HOSE

Do not leave hoses on the outside faucets during winter weather. Damage to faucets or pipes due to freezing will be assessed to the member at fault. All outside faucets must be turned off in the basement, and open outside faucet to drain any water in line. This is mandatory to prevent any damage from freezing or flooding. Should any damage occur, the member at fault will be assessed for the damage costs.

FIREARMS AND FIREWORKS

Townhouse Plaza will conform to all Federal, State and Local laws and ordinances regarding firearms and regulations that apply to sling shots, bows and arrows, and B.B. Guns. Local and State of Michigan approved fireworks are allowed at Townhouse Plaza Cooperative.

NUISANCES

Any cooperative resident who causes continuing annoyance in any fashion to any of his neighbors or to the cooperative can be evicted under the terms of the Occupancy Agreement.

ANNUAL UNIT INSPECTIONS

In addition to maintenance service whenever you request it, the cooperative also makes unit inspections to take care of a multitude of routine maintenance services. Also a member's unit is checked to be certain no hazardous conditions have developed since the last inspection of the unit and that all Township codes are being observed. You will be notified in advance of any schedule inspection.

ENTRY INTO A MEMBERS UNIT

While the maintenance staff may have a master key, for your convenience, the only time a member's unit will be entered is when the member requests service and gives permission to enter, or when there is an emergency or when general maintenance is required.

PERMITS

Permits are required for installation of some types of appliances, use of the Community Building, altering a unit, installing/moving electrical, plumbing, heating or structure, installing satellite dish, cable TV, decks and patios, etc.

COMMUNITY BUILDING RENTAL

The Clubhouse is available to members for various functions. Please contact the business office manager during regular business hours for approved uses, rental rules, rental rates and reservations. The clubhouse/community building is the member's property and designed for their benefit. It consists of an office room, board room and two large rooms for meetings or social gatherings. The building has no rental charge for any official, social or committee function sponsored by Townhouse Plaza Cooperative. The following rental charges and rules do apply, however, to anyone renting the building for private parties and get-togethers.

RULES AND REGULATIONS FOR RENTAL OF TOWNHOUSE PLAZA COMMUNITY BUILDING

The Community Building/Clubhouse can be rented only for baby showers, bridal showers, sales demonstrations, small family gatherings and small parties. It will NOT be rented for stag parties, rock parties and any large get-togethers where the capacity of the Fire Marshal's Office is exceeded. There will be NO live bands permitted in the building at ANY TIME.

The use of sound equipment such as radios, C.D.'s, and tapes is acceptable providing the volume is kept to such a degree as to not disturb any members and their families of the surrounding area. Excessive noise of ANY sort will NOT BE TOLERATED. The penalty for excessive noise will be a forfeiture of the deposit and immediate closing of the building.

The Board of Directors of Townhouse Plaza Cooperative will NOT TOLERATE damages of any kind to the Community building/clubhouse. All damages will be deducted from the security deposit.

The member renting the building WILL NOT, UNDER ANY CIRCUMSTANCE, give the key for the building to ANYONE else. As a member, the building is rented in member's name and in doing so; the member is responsible for the building for the entire time and responsible for the adhering to all rules that apply to renting. Unless there is a true emergency, the member's renting the building MUST be present in the building at all time.

The member renting the building may NOT, UNDER ANY CIRCUMSTANCE charge a fee of any kind to persons entering the building unless pre-approved by the Board of Directors of Townhouse Plaza Cooperative.

When renting the community building/clubhouse your guests must be instructed NOT to park in any numbered spaces. This means that they cannot park in any numbered space in Townhouse Plaza and or Townhouse Green. ALL violators will have their vehicles TOWED AWAY – AT THEIR EXPENSE. There are parking spaces available at the Clubhouse as well as a number of VISITORS spaces in the surrounding courts.

The building will be INSPECTED before you will receive a refund of your deposit. ANY cleaning that has to be performed by the Townhouse Plaza personnel will be DEDUCTED from the member's deposit. ALL clean-up is the member's responsibility. The cooperative expects the building to be left in the same condition as when the member rented it.

The members who rent the building MUST RETURN the key to the Townhouse Plaza business office on the first working day following the rental date. FAILURE OF A MEMBER TO RETURN THE KEY will result in the forfeiture of the security deposit. The member renting the clubhouse must be out of the building by 12:30 AM unless otherwise approved by the Board of Directors. The building is to be left in a cleaned and organized condition with garbage removed to the dumpster.

The member renting the clubhouse must bring their own supplies. The cooperative does not supply paper towels, garbage bags, etc. These are the member's responsibility.

The clubhouse fireplace is an artificial fireplace and must not be used for any type of fire.

There will be no alcoholic beverages served in the Community Building.

Signs, balloons or anything pertaining to rental of the Community Building must be removed immediately after the event.

DRUG FREE HOUSING

The following is an addendum to the Occupancy Agreement that is required to be signed by the member upon move in or anytime the Occupancy Agreement is renewed. It is provided here so that it can be reviewed easily as needed.

Any member or resident member of the household of Townhouse Plaza Cooperative or a guest or other person under the member’s control or approved presence of the member shall not engage in criminal activity, ***including drug related criminal activity***, on or near Townhouse Plaza Cooperative.

“Drug related criminal activity” means the *illegal manufacture, illegal sale or illegal use of a controlled substance*.

Member or resident members or guest or other person under the member’s control *shall not engage in acts of violence or threats of violence*, including but not limited to the unlawful discharge of firearms on or near the complex premises.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE OCCUPANCY AGREEMENT AND CONSIDERED GOOD CAUSE FOR TERMINATION OF TENANCY IN TOWNHOUSE PLAZA COOPERATIVE.

A *single violation* of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the Occupancy Agreement (lease). It is understood and agreed that a single violation shall be good cause for termination of the Occupancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. In case of conflict between the provisions of this addendum and any other provisions of the Occupancy Agreement, the provisions of the addendum shall govern.

This addendum is incorporated into the Occupancy Agreement executed or renewed this day between Townhouse Plaza Cooperative and the Member.

Date: _____

Member: _____

Member: _____

SECTION II **YOU'R DWELLING UNIT**

ATTIC SPACE: Some townhouses have access to the attic space through ceiling scuttle holes. These are for maintenance use only. The attic is not designed to be used for storage, nor for a children's play area.

AWNINGS: Awnings are allowed on front and back doors only. You must also obtain a permit before work commences. Contact the office at 586-791-0370 to obtain the necessary regulations that may pertain.

BASEMENT: If you see moisture on the walls inside the basement, it is probably caused by condensation. Condensation usually occurs on warm, humid days when moist air comes in contact with cold surfaces such as water pipes, toilet tanks or cold walls or floors.

Because of settlement and shrinkage, your basement wall may crack from time to time. This should not affect the water-tight seal on the exterior of the walls. If the wall cracks enough to allow water to come in, note the location by marking it with a china pencil or grease pencil and report it to the cooperative office as soon as possible. Most basement cracks can be taken care of by patching the interior, but some may require more extensive work which may be delayed until summer months.

Because the basement is below grade and the lowest level in the unit, floods can be a possibility. The Cooperative will take steps to alleviate the flooding possibility. Members are responsible for clean up after if a flood occurs. It is a safe policy not to store valuables on the basement floor to avoid moisture damage. The cooperative is not responsible for personal belongings damaged by moisture.

CARPETING: When installing wall to wall carpeting in a unit, have the carpet installers adjust the unit doors if they rub on the carpeting. The maintenance department is not responsible for this type of work.

Additionally, it is strongly suggested that carpeting not be glued down to the hardwood, but rather use "tack strips" type installation. When the carpeting must be removed, the tack strips leave only a few holes around the edge of the room to be filled. Carpeting that has been glued down often requires stripping and refinishing of the hardwood floor underneath, which is the member's responsibility. Carpeting is not recommended for basements. If it is installed, please keep the floor drains accessible.

DOOR-CLOSETS: Sliding closet doors are hung from overhead tracks and are kept in line by guides at the top and or bottom. If a door jams or jumps out of the track, the maintenance staff will repair it for the member.

DOOR LOCKS-BATHROOM: Bathroom doors are equipped with a simple lock operated from the inside. In an emergency, you may use a small screwdriver to open a locked door from the outside.

DRAPERY HARDWARE AND WALL DECORATIONS: Damage to the walls must be repaired by the resident or the repair will be charged to the member if repaired by the cooperatives maintenance department.

ELECTRICAL DISTRIBUTION PANEL: The electrical panel is conveniently located in the basement of most units, except the one bedroom units where it is located in the utility room. All circuits are 110 volts. If a 220 volt line is needed for an electrical appliance, it must be installed by a licensed electrician. If you have an electrical failure, check to see that all circuit breakers are in the “on” position. If this action does not correct the problem, call the maintenance department.

FIXTURES: Any change in fixtures such as electrical lights, light globes, shower heads, or other electrical or plumbing changes made by the member, must be pre-approved by the Manager. The cooperative is not responsible for repairs to any of your improvements. Repairs made to an improvement will be charged to the member.

FLOORS: Normal tile replacement is provided by the Cooperative; however, premature replacement caused by neglect or abuse or lack of proper care is the member’s responsibility. Bathroom floors are not waterproof. If you use your shower without a shower curtain, or if you leave the curtain on the outside of the tub, you may cause extensive damage to the tile and sub flooring, as well as the downstairs ceilings. Other floor areas have hardwood oak floors. On hardwood floors, use a wax especially formulated for these types of floors. If you are going to install any other type of floor covering over an existing floor, (i.e. laminate, etc.) be certain to use an installation method that will not damage the floor underneath if it becomes necessary to remove your floor covering.

FURNACE: Your unit is heated by a gas fired forced air furnace. The heat registers are located near the baseboard in all rooms. You control the total amount of heat supplied by adjusting the thermostat. The thermostat should be kept at a constant temperature setting since frequent changes in the setting increase the operating costs. You can additionally adjust the individual room temperatures by opening or closing the registers in each room. All care and maintenance of the furnace is provided by the cooperative maintenance department. Filters for the furnaces are supplied by the cooperative. DO NOT store anything in the furnace area of at least three (3) feet around the furnace. This area MUST be kept clean and clear for service and as a protection from fire hazards.

GARBAGE DISPOSALS: The garbage disposal unit that is built into the kitchen sink can be used for most types of *food waste*. It is controlled by a wall switch. The proper way to operate the disposal is to turn on the cold water then turn the disposer on and then feed the waste/food material into the disposer, allowing the disposer to run for

several seconds prior to turning it off. Items such as bones, bottle caps, corn cobs, glass, silverware, coins, plastic or children's toys or similar items cannot, of course, be put into the disposal as it will jam the unit and clog the appliance rendering the sink unusable until disposal is freed or repaired. **TIME AND MATERIAL CHARGES MAY BE IMPOSED IF IT IS DETERMINED THE DAMAGE IS DUE TO A MEMBERS NEGLIGENCE.**

The following is the process to clear a jammed unit:

KITCHEN FIXTURES: Kitchen counter tops are Formica and the sink is stainless steel. Do not place hot articles on the counter tops since this will burn or blister the Formica. Cutting boards are to be used when chopping or cutting on the counter tops.

LIGHTING FIXTURES: All members of the cooperative are expected to supply and change their own light bulbs when necessary and to leave all fixtures with light bulbs when they leave the development. If member wants to change out a light fixture for a different one of their choice, it is the member's exclusive responsibility to maintain that fixture. If member changes electrical fixture they must be certain that all wiring is done by a qualified electrician. It is also recommended that a member use electric light bulbs with wattage of 60 or less. Using a higher wattage bulb could result in damage to the globes and other fixture coverings.

LOCKOUTS: There is no charge for lockouts during normal office hours. There will be a charge for lockouts after 5 PM, Monday through Friday and on weekends and holidays.

PAINTING: All exterior painting is the cooperatives responsibility as well as the painting of the community facilities. The members however, are responsible for all interior decorating and repainting. If a member decides to paint, they must first remove hardware and electrical cover plates from the surfaces to be painted. Take care to avoid the plug outlets and switches when painting. These areas can be protected with painter's tape that is removed when painting is finished. Cover any holes and or cracks in the drywall plaster with spackling and when dry sand area smooth before painting. Protect floors at all time with drop cloths or newspapers. If paint falls on the floor it must be removed at once without damaging the floor.

PLUMBING: The maintenance staff will take care of plumbing repairs and related problems. Since stoppages can be expensive, the member will be charged if the problem was caused by his neglect or if the problem can easily be solved with the use of a plunger. Report all leaks from the plumbing system, (for example, improperly functioning toilets or leaking faucets) immediately to the maintenance department as soon as it is noticed. Water leaking is very expensive and wasteful to the cooperatives costs of operation. NOTE: Toilets are not equipped to handle disposable diapers, tampons, sanitary napkins, children's toys and other items.

REFRIGERATORS: Each townhouse unit is equipped with a self-defrosting refrigerator which belongs to the cooperative. The cooperative is responsible for repair and replacement of the refrigerator except when it has been abused, misused and or neglected. A member may choose to use their own refrigerator however the cooperative is NOT responsible for maintenance, repair or replacement of refrigerators owned by the member. Also, the cooperative's refrigerator must be stored in the member's unit.

SMOKE DETECTORS: The cooperative supplies a battery powered smoke detector for each level of the unit. The battery should be checked regularly by pushing the button on the detector. An alarm sound will indicate a working battery. If a battery is needed, contact the maintenance staff. Carbon monoxide/gas detector is recommended.

STORMS AND SCREENS: Storm and screen inserts are provided for all sliding windows. The insert for the windows are self-storing; however, if you remove them they should be handled with care. Do not throw out the frames from damaged screens or windows. Return them to the maintenance department. Failure to return these items could result in higher replacement costs. All cases of storm door damage are chargeable to the resident/member. The only exceptions are when some part of parts of the door begins to malfunction due to age or wear, such as hinges, closers, handles, striker plates, etc. Therefore, each member should be certain that the storm door closes securely behind them each time. Damage to storm doors caused by malfunctions known to the member, unreported to maintenance for repair, will be a chargeable item to the member.

ELECTRIC STOVE: Each Townhouse unit is provided and equipped with an electric stove. The Cooperative is responsible for repairs and replacement, except when it has been abused, misused or neglected by member. A member may choose to use an electric stove that they own. The cooperative is NOT responsible for maintenance, repair or replacement of stoves owned by members. Should a member choose to use their own stove, the cooperative's stove must be stored in the member's unit.

TUBS-BATH AND LAUNDRY: The bathtub is made of a porcelain material. The laundry tub is made of fiberglass. Do not use an abrasive cleaner that will scratch these surfaces. Members are to call the maintenance department if caulking is needed around the bathtub, tile or sinks.

WALLS-INTERIOR: Interior walls are drywall construction. Frame studs are located approximately sixteen (16) inches apart. Nails or screws put into a wall will hold only if they go into a stud. A magnetic stud finder, available at hardware stores will help you locate studs. Between studs, use a toggle bolt, a molly bolt or a similar fastening device. These devices must be removed and covered with spackling, sanded and painted when no longer in use.

WASHERS AND DRYERS: You need a permit: to install a 220 volt line for an electric dryer by a licensed electrician, also to install a gas service for gas dryer. All installations must meet applicable Township codes.

WINDOWS:

To open windows, unlock the locks located on the side rails. Flick the lever all the way up to unlock the window. Both right and left panels should be free to slide. Living room window panels slide plus center panel will slide to either side with one or both living room panels removed.

To remove the panel, in order to clean the glass from inside your home, slide the right panel to the center, then grab the panel on each side at the bottom, and by lifting up and bringing the bottom into the home, you will be able to remove the sash. The left panel is removed in the same way. To replace panels in the frame, reverse the above procedure, making sure to replace the left panel first.

If for any reason you should ever want to remove the screen (it is not necessary to do this in the winter, as the material is made of weather resistant fiberglass), remove it in the same way you remove the panels. The screen is most easily removed from inside the home and should be done with both sash panels removed first.

In order to close and lock window, slide each sash panel shut into the frame side jambs so that the lock halves line up with each other in the center of the window. Then, simply lock levers in the “down” position. This will bring the sash panels tightly together and lock them for you.

How to clean windows, the vinyl sash and frame can be cleaned with any non-abrasive mild soap or detergent.

When the window sash has been removed, the vinyl track that the window rollers sit on may be removed for cleaning out any accumulated dirt that may have settled in the bottom of the frame. To remove the track, simply pry it out with a thin object inserted anywhere along the thicker side of the rack. It is not necessary to use much force to remove the tracks because they pop out very easily. To replace these tracks, simply pop them back in place with your fingers, making sure the sloping edge of the track faces toward the outside of the window.

GLASS BREAKAGE: Normally any glass breakage that is due to the member’s carelessness and or neglect and as such is the financial responsibility of the resident occupying the unit where the breakage occurs. An exception to this rule is when the maintenance staff might break a window while mowing the lawns by throwing a foreign object from the mower deck through a window or from any storm damage unrelated to the member of the unit.

WINDOW DRESSING COVERAGE RULE: Only curtains and drapes and drape and curtain liners or blinds (vertical and horizontal) are to be used on windows where visible. Window dressings or coverings including but not limited to sheets, blankets and paper are **not** allowed on the windows. This rule applies to all windows visible from the outside of the unit including but not limited to all exterior windows, basement windows and door windows.

WATER BEDS: Due to the *nature of water beds* and the possibility of damages resulting from the use of water beds they are not allowed in the units at Townhouse Plaza Cooperative.

TRASH POLICY: All members must use plastic garbage bags when disposing of any and all garbage.

All large items, such as washer, dryer, couch, etc., should be brought behind the community building by the maintenance garage door for 'special pickup'. Seniors or handicapped members can call maintenance should they need help moving a large trash item. Any member, who places or is responsible for the placement of trash, litter, or garbage in any place other than the appropriate dumpsters for this purpose, is considered to be violating the policy of Townhouse Plaza Cooperative. This includes trash placed or stacked outside of units, which is prohibited. If this is noticed, the maintenance staff will remove the trash and the member will be charged a fee.

Trash must be taken directly to the dumpsters and placed directly inside; therefore, a child who cannot reach the dumpster cover should not take out the trash. **TRASH IS NOT TO BE LEFT IN BAGS OR OTHER, OUTSIDE OF ANY UNIT, AT ANY TIME.**

RECYCLING: No motor oil containers can be accepted. Household batteries must be placed in a small plastic.

The Public Works maintenance garage accepts the following items:

- Used motor oil – must be in plastic containers with lids. No other car or household fluids or paint will be acceptable. Clinton Township residents only.
- Car batteries – Clinton Township residents only.

TOWNHOUSE PLAZA COOPERATIVE

ALTERATION/MODIFICATION REQUEST

Date: _____ Unit #: _____

Member Name: _____

Member Address: _____

Home Phone: _____ Business Phone: _____

REQUESTED MODIFICATION

- Exterior Appearance Structural parts of Unit
 Landscaping Other: _____

EXPLANATION OF MODIFICATION

Please note that you must submit a drawing for any modification which requires landscaping modification, etc. Please list sizes and materials to be used.

This work will be performed by: _____

Contractor Address: _____

Contractor Phone #: _____

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

1. All applicable codes and regulations will be followed and all necessary permits will be obtained at my/our expense.
2. I/we have read all applicable sections of the Bylaws, Occupancy Agreement and Rules and Regulations and I/we understand same.
3. All maintenance of this Alteration/Modification will be performed at my/our expense.
4. I/we understand that, should any legal, regulatory agency require, at any time in the future, modification to this variance, they will be done at my/our expense.
5. Any maintenance costs incurred by the Cooperative, as a result of this variance, will be at my/our expense.
6. This alteration/modification is subject to all requirements of the Bylaws, Occupancy Agreement and other applicable regulations at the Board of Directors' discretion.
7. I/we understand that it is my/our responsibility to advise future assigns and/or owners of the unit of the modification and of their responsibility for same.
8. All of the above information is truthful and accurate.

**NO WORK SHALL COMMENCE
UNTIL WRITTEN APPROVAL IS RECEIVED**

Date

Signature of Member

RETURN COMPLETED FORM TO:

**TOWNHOUSE PLAZA COOPERATIVE
19000 HIGHTLITE DRIVE SOUTH
CLINTON TOWNSHIP MI 48035**

Approved By: _____

Date: _____

Denied By: _____

Date: _____

Reason for denial: _____

SECTION III **PARKING RULES AND REGULATIONS**

PARKING: The Cooperative has provided one parking space for each townhouse, plus a few extra spaces marked “V” for guests. Because of the limited space, the cooperative has instituted a rigidly enforced parking policy (see text in this handbook under parking rules/regulations). ***All Members are responsible for the way they park their vehicles as well as the way the guests of the member park their vehicles in “V” locations in Townhouse Plaza Cooperative.***

DEFINITIONS:

Vehicle: Any state licensed motorized device used for transportation of people and or materials. (Examples may include but are not limited to passenger cars, pickup trucks, motorcycles, motorbikes).

Recreational Vehicle: A state licensed vehicle used primarily for the purposes of recreation. (Examples may include but are not limited to house and camper trailers, motor homes, snowmobiles, all terrain vehicles, and cargo trailers utilized to haul vehicles or boats).

Resident: Any member or non-member occupying a unit of the cooperative.

Minor Repairs: Minor repairs are those repairs which do not take longer than (2) hours to complete.

Major Repairs: All repairs ***not*** falling within the defined category of minor repairs.

PARKING AND PERMITS OF RESIDENTS AND OR GUEST VEHICLES:

- A. Each townhouse dwelling unit will be assigned one parking space, with the exception of courts #3 and #7. These spaces are numbered to correspond with the unit address number. This numbered space shall be reserved for the sole use of the residents of that unit and is not to be used by anyone else without prior permission.
- B. All non-numbered parking spaces will be available for parking on a first come, first serve basis. No resident will consider a non-numbered space as being for their use only.
 1. Resident members who own motorcycles may park parallel to the parking lot curb in their assigned numbered parking space closest to the sidewalk.
 2. Guests with two-wheeled motorized vehicles should park vertically in the middle of a non-numbered parking space, one vehicle per space.

3. A wood or metal plate must be placed under the kick stand of a parked two-wheeled motorized vehicle at all times to prevent damage to the parking lot surface.
 4. Vehicles shall not be permitted to park in the parking lots anywhere other than in the lined parking spaces. This includes illegal parking in front of fire hydrants.
- C. Recreation vehicles are allowed in numbered spots ***only***, and must not use more than one parking space. Parking time must not exceed 48 hours in any 7 day period. Recreational vehicles may not be used as housing, at any time.
- D. At all times of the year, vehicles shall be parked back from the parking lot curb far enough so that the vehicle bumper, (front or rear) **does not overhang the curb at all**. See penalties.
- E. Under no circumstances will vehicles be permitted to be parked or driven on any grassy areas, sidewalks or patios. No vehicles will be permitted in any dwelling unit, disassembled or whole.
- F. **The SPEED LIMIT on Highlite Drive South is 15 M.P.H. and 5 M.P.H. in the parking lots.** For safety of all members and families and guests these limits are enforced.
- G. There is **NO PARKING** allowed on the main Highlite Drive, South.

REPAIR OF VEHICLES:

- A. No **major** repairs will be permitted in any cooperative parking lot.
- B. Minor repairs may be done in a **resident's numbered parking space only**, provided the following conditions are met:
1. The vehicle must be resident-owned.
 2. The vehicle must be firmly supported at all times while making repairs.
 3. A responsible adult must be in attendance **at all times** while making repairs.
 4. No vehicle, including a two-wheeled motorized vehicle, will be placed partially or completely on a curb, sidewalk or lawn at any time.

5. All dirt, oil, grease, unused parts, tools, etc. must be removed immediately after completion of any repair work, leaving no unsightly mess.
6. Care must be taken not to spill gasoline or solvents on the parking lot surface.
7. Damage to cooperative property caused by a member, family and or their guest will be the liability of that member.

UNDESIRABLE VEHICLES ARE DEFINED AS:

- A. Those vehicles that are not displaying current license plates.
- B. Those vehicles which in any way obstruct traffic or the proper parking of another vehicle or are improperly parked in the driveway, behind another vehicle, or parked straddling across marked parking space lines.
- C. Those vehicles that are incapable of moving under their own power, except as authorized by the Board, a Board appointed Committee, and or cooperative staff personnel.
- D. Those vehicles which are parked in a numbered space without the permission of the resident to whom the space is assigned.
- E. Those vehicles undergoing major repairs.
- F. Vehicles occupying a **non-numbered** space for 3 days.
- G. Snowmobiles, mini-bikes and other recreational vehicles of this type are prohibited from being driven or parked at Townhouse Plaza Cooperative.

NOTICE: It shall be the duty of each member of the Cooperative to inform their family, relatives, friends, guests and other visitors of this Policy and its' provisions and each member shall be held responsible for the actions of any visitor who violates this Policy. Any penalties imposed under this Policy shall be imposed against a member in all cases, as though they were the proper owner of an offending vehicle.

PENALTIES FOR PARKING ONLY:

- A. Penalties authorized by the Board of Directors for violation of any and all sections of the Policy shall accrue over a twelve month period.
1. Members of the Cooperative who are found to violate a provision of the Policy, (including action by friends, relatives, guests and or other visitors of members) shall be issued a warning letter after the first violation.
 2. Further or continued violation by a member who has been previously notified of a violation, shall result in a charge of twenty five dollars (\$25.00) to be added to the following month's carrying charge and is to be paid at that time or sooner.
 3. Failure of a member to correct a repeated violation shall result in a charge of fifty dollars (\$50.00) and or the offending vehicle shall be towed from the cooperative property at the vehicle owner's expense.
 4. Persistent violation of the policies in this book by a member shall be considered to be a violation of the terms and conditions of an Occupancy Agreement signed between a member and the cooperative, and shall be considered to be a default of that agreement by the Board of Directors of the Cooperative.

EXCEPTIONS: Exceptions to any of the provisions of this policy, its categories, rules, sections and or penalties may be granted by the Board of Directors upon written notice to the Board of Directors by the resident member. The Board of Directors shall require good and sufficient evidence to grant any exceptions. In addition to this, the Board of Directors may adjust the penalties imposed, if at its discretion they deem it to be necessary.

SECTION IV **MOVING INSTRUCTIONS**

HOW TO LEAVE YOUR TOWNHOUSE UNIT

The information in this section has been prepared to assist members who are moving out of Townhouse Plaza Cooperative, in cleaning and repairing their townhouse in preparing for sale.

All members moving out must request a pre-move out inspection or courtesy inspection. This is conducted with the member and management who will point out any defects the seller may be responsible for repairing or will be charged for at closing. However, it is emphasized when the household furnishings are in place it is possible for damages to

be hidden; for example, damage to walls and floors covered by furniture or boxes. That is why this is simply an advisory inspection and cannot be construed as an official move out inspection. It is to simply advise the out-going member that if defects are seen they must be repaired or the member will be charged for them at closing. The chargeable items are things that are caused by neglect and or abuse and not normal wear and tear. Townhouse Plaza is anxious to see the unit left in good condition and the following items will help alleviate any charges to the out-going member, upon selling.

The following is a suggested check list to follow:

1. Floors
 - a. All floors must be clean and wood floors clean and free of marks, scratches, stains, burns, holes, paint etc.
 - b. Carpet residue must be removed from the floor if carpet is laid loose or glued.
2. Walls
 - a. Walls must be clean and free of smudges, holes, scratches and cobwebs.
 - b. Large holes or excessive nail holes are to be patched with suitable filler and sanded and painted.
 - c. Curtain rod and blinds on windows, may be left only if they have been properly installed and are clean and free of any debris.
3. Baths
 - a. Tubs and shower heads and faucets, sinks and faucets, toilets on outside and inside toilet bowls must be cleaned and sanitized.
 - b. Floors are to be clean and in good repair, with all moldings in place.
 - c. Medicine cabinets, mirrors and towel bars should be left clean and sanitized.
4. Basement and/or Laundry room
 - a. Laundry tub must be clean and reasonably free of stain, and any marks.
 - b. Floor must be swept clean and washed down.
 - c. Dryer vent must be left intact if one has been installed and vent pipe clean and free of debris.
 - d. All cobwebs, if any, must be removed for the entire area.
 - e. Basement windows must be clean and free of debris.
5. Closets
 - a. Closets should be left clean.
 - b. All closet shelves must be intact and clean and empty.
 - c. Closet rods in place and in good repair.
6. All Doors
 - a. Badly scratched and or gouged doors must be repaired and if required must be replaced at the out-going members cost.
 - b. All door hardware must be in good condition and in working order.
7. Kitchen
 - a. Stove and refrigerator are to be cleaned inside and outside. **(Do not turn the refrigerator off!)**
 - b. Stove burners, wells and drip pan's are to be cleaned.

- c. Both the stove and refrigerator are to be pulled out from place and the floor beneath them cleaned. The range hood is to be free of grease and dirt.
 - d. Any scratches and or chips in the stove, refrigerator and hood may be repaired at the out-going member's expense.
 - e. All cupboards, base cabinets, counter tops, backsplash are to be in clean condition on move out.
 - f. Any damage to kitchen counters and cabinets may word change be repaired at your expense.
8. Windows
- a. All windows and screens must be clean and in good repair and complete in number.
 - b. All window tracks must be cleaned.
 - c. Damaged or missing windows and screens will be repaired or replaced at out-going member's expense.

YARDS AND COMMON GROUNDS: (Very Important)

Under no circumstances should the member allow their moving truck to be driven onto any lawns in the entire complex. Do not permit any type of damage to occur to grounds anywhere in complex. Should the member cause this type of damage moving in, the cost will be charged to the new member.

GENERAL:

1. Any of the above mentioned cleaning/repairing items **not completed before final inspection, will be charged to the out-going member.**
2. Any improvements made to your unit that are not in the compliance with the Township Building Code will be corrected at outgoing member's expense.
3. Cost for removing trash from your unit, or any large items left by you at the dumpster will be billed to the out-going member. ***(All discarded large items must be placed at the maintenance dumpster in Court #3).***
4. Please notify the Cooperative, **in writing**, of any 'special arrangement' you have made with your purchaser/member involving items being left behind in the unit. **This important step** will prevent any accidental removing of negotiated items you have left behind for the purchaser. *At no time is Townhouse Plaza Cooperative responsible for disposing of any remaining items left in the unit.*

MANDATORY FINAL INSPECTION: (Very Important)

*Prior to turning over keys at closing to the purchaser, the out-going member must have a final inspection with the management of Townhouse Plaza Cooperative after the unit has been completely vacated and prior to closing. There will be only one final inspection so it is **mandatory** that all items pointed out to out-going member at*

the courtesy inspection are completed and unit is in good condition. Inspections will only be done during normal working hours of the cooperative management and a prior appointment set for this inspection. Move out inspections are never done on holidays or weekend. Out-going member *is required* to be present at this final inspection and must sign a move out agreement with management at that time. To make arrangements prior to closing the out-going member can call the office at 586-791-0370 to set this inspection time and date.

PROCEDURE FOR FILING A COMPLAINT

If you register a complaint with the Board of Directors of Townhouse Plaza Cooperative, you are asked to follow the procedure that is outlined below:

1. Prior to submitting a written complaint to the Board of Directors, you are asked to try to work out the problem with the person(s) involved.
2. The Board of Directors will make every effort to help you with any problems that you might be having with a neighbor that involves the violation of the cooperative rules and regulations. However, keep in mind that the Board cannot become involved in personal matters between two parties.
3. If, after trying to resolve the situation, you have come to the conclusion that you will need intervention, stop in the office and pick up a complaint form. The Board cannot become involved unless a **written and signed** complaint form has been filled out with the office. All unsigned complaints will be disregarded.
4. You may be requested to meet with the Board of Directors and the accused to discuss the problem and possibly attend a Board meeting if the Board feels it is warranted.
5. If the problem is of a serious nature and the other party involved is uncooperative, you may be called upon to appear in court.

The Board asks that you follow this procedure and keep in mind that results take time. Every effort is made by the Board to make your stay at Townhouse Plaza a peaceful and pleasant one.

TOWNHOUSE PLAZA COOPERATIVE
COMPLAINT FORM

Complainant Name _____

Complainant Signature _____

Address: _____ Unit #: _____

Incident Occurred On: _____ Time: _____

Complaint Against: _____

Address: _____

Type of Complaint (Please select one and describe)								
<table style="width: 100%;"><tr><td style="width: 50%;"><input type="checkbox"/> Pets</td><td style="width: 50%;"><input type="checkbox"/> Traffic</td></tr><tr><td><input type="checkbox"/> Parking</td><td><input type="checkbox"/> House</td></tr><tr><td><input type="checkbox"/> Grounds</td><td><input type="checkbox"/> Garbage</td></tr><tr><td colspan="2"><input type="checkbox"/> Other: _____</td></tr></table>	<input type="checkbox"/> Pets	<input type="checkbox"/> Traffic	<input type="checkbox"/> Parking	<input type="checkbox"/> House	<input type="checkbox"/> Grounds	<input type="checkbox"/> Garbage	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Pets	<input type="checkbox"/> Traffic							
<input type="checkbox"/> Parking	<input type="checkbox"/> House							
<input type="checkbox"/> Grounds	<input type="checkbox"/> Garbage							
<input type="checkbox"/> Other: _____								
Nature of complaint:								
I HAVE DISCUSSED THIS MATTER WITH THE PERSON OR FAMILY ABOUT WHOM I AM COMPLAINING. <input type="checkbox"/> Yes <input type="checkbox"/> No								
DATE REFERRED TO THE BOARD OF DIRECTORS:								
DISPOSITION:								

IT IS UNDERSTOOD THAT THE ABOVE INFORMATION IS TO BE HELD IN THE STRICTEST CONFIDENCE.

FINE POLICY:

SECTION 1 – GENERAL:

The violation by any member occupant or guest of any provisions of the cooperative rules shall be grounds for assessment by the cooperative, acting through its duly constituted Board of Directors, of monetary fines against the involved member. Such member shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such member to the Cooperative premises.

SECTION 2 – PROCEDURES:

Upon any such violation being alleged by the Board or Management the following procedures will be followed:

- A. **NOTICE:** Notice of violation, including the rule violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the member on notice as to the violation, and shall be sent by first class mail, postage prepaid or personally delivered to the representative of said member.
- B. **OPPORTUNITY TO DEFEND:** The offending member shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting.
- C. **DEFAULT:** Failure to respond to the notice of violation constitutes a default.
- D. **HEARING AND DECISION:** Upon appearance by the member before the Board of presentation of evidence of defense, or in the event of the member default, the Board shall by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

SECTION 3 – AMOUNTS:

Upon violation of any of the provisions of the rules and after default of the offending member or upon the decision of the Board as recited above, the following fines shall be levied:

- A. **FIRST VIOLATION** – No fine shall be levied, warning letter.
- B. **SECOND VIOLATION** – Twenty-five dollar (\$25.00) fine.
- C. **THIRD VIOLATION** – Fifty dollar (\$50.00) fine.
- D. **FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS** – One hundred dollar (\$100.00) fine with possible legal action.

SECTION 4 – COLLECTION:

The fines levied pursuant to Section 3 above shall be assessed against the member and shall be due and payable together with the regular monthly carrying charges on the first of the next following month. Failure to pay the fine will subject the member to all liabilities set forth in the Occupancy Agreement.

SNOW REMOVAL

The following is a list of items that are the responsibility of the Member with respect to the removal of snow and ice:

1. The member is responsible for the removal of snow and ice from the unit porches, steps, and the walkways to the main sidewalk. If you are a senior citizen (65 years or older) or handicapped (Doctors authorization must be provided to the cooperative). Maintenance will provide snow and ice removal of these areas. These individuals units will be designated with a “snowflake” sticker on their back doors. Snowflake stickers are available with the above mentioned documentation at the cooperative office.
2. The member, unless designated by a snowflake, will be responsible to apply ice melting compounds such as salt to any icy areas such as porches, steps and walkways. Salt will be available at the rear of the Maintenance Garage in the large blue bin. Please remember to bring along a container of some kind.
3. Members responsible to **‘park away from the sidewalk at least one foot (1 ft)’**. **If your vehicle overhangs the sidewalk, your walkway may not be plowed and cleared of snow and ice and also the cooperative will not be responsible for any damage to your vehicle should the snow be cleared.** All vehicles **must** be parked away from curbs to avoid damage and to allow maintenance enough room to adequately clear the sidewalk of ice and snow readily.
4. Maintenance will plow main Highlite Drive and the centers of each court **first**, and then they will return to plow out parking spaces. As the plow truck arrives at the member’s court, it is the **sole responsibility of the member** to move their car for the plowing process. Should the member be unable to move their vehicle for reasons of illness, injury etc. they **must** make arrangements for a neighbor or family member or friend to move the vehicle for them. **Otherwise** the member **must leave a key with the maintenance department** to be used for the moving process by the service men of Townhouse Plaza Cooperative. **MEMBERS WHO DO NOT MOVE THEIR CARS WHEN THERE IS 4 INCHES OF SNOW OR MORE ACCUMULATED, WILL BE FINED \$25.00. THERE WILL BE NO EXCEPTIONS. MEMBERS ARE RESPONSIBLE FOR GUESTS AND OTHERS OF THEIR UNIT.**

5. Please **do not** shovel snow into the center of any of the courts. Doing this only makes additional work for the snow removal staff. Patience is required during this period as it takes much time for moving cars and clearing courts of snow and ice and laying down salt. Once the court you are parking in is cleared it is mandatory you return your car to your numbered space. At no time are cars to be left in the Highlite Drive fire route from the main entrance, after the snow is removed.
6. Senior and handicapped walks will be shoveled when the main sidewalks are completed. All these units must display a 'snowflake' sticker on the front and back door. As this is at the second half of the process, patience is required until completion.
7. All cars parked in the courts must be at the minimum of 1 ft. back from the curb, to allow the snow plow to travel unrestricted down the sidewalks. Any cars parked over the curbs can be fined.

In order to make the snow removal process a smooth and efficient one each time it is needed, full cooperation is the key! Members are asked to be courteous to neighbors and to do their part in helping in this important task. Young people can contribute greatly in helping neighbors clean their cars and keeping snow off the community side.

TOWNHOUSE PLAZA: UNITS-E **AIR CONDITIONER LOCATION**

As adopted by unanimous vote of Townhouse Plaza Cooperative's Board of Directors at the August 26, 2009 meeting, a new rule/policy pertaining to the location of air conditioner condensing units.

This rule/policy pertains to the "E" style, corner units with the side entry. The exterior location of the condensing unit for "E" style units must be in the unit's corner back yard next to the side entrance porch.

The condensing unit can't be installed in the backyard of another member, which would be the parking lot side of the unit.

All condensing units currently installed on the parking lot side will be grandfathered until such time that the air conditioning requires replacement. Upon any replacement of the old air conditioning unit said member shall comply with this rule/policy on where to install.

AIR CONDITIONERS

CENTRAL AIR CONDITIONERS:

Air Conditioners may be installed subject to policy. Central air conditioning can only be installed in a unit by a qualified tradesman. A unit operating on 220 volts will require additional wiring by a licensed electrician. Maintenance of air conditioners is the member's responsibility.

- Central air conditioning will be allowed only with an authorized alteration permit from the cooperative.
- The installation must be done by a licensed heating and cooling contractor.
- Location of condensing unit must be approved by the Cooperative.
- A permit from the City of Clinton Township will be required.

WINDOW AIR CONDITIONERS:

Air conditioners may be installed subject to the following instructions:

- A permit is required before installation.
- An air conditioner MAY NOT be installed in any second floor window that is directly or partially over the front door.
- Clear Plexiglas, only, must be installed in the window area above the unit. Any other material is NOT permitted.
- Under no circumstances may any type of attachment or holes be made on the exterior of the building.
- The unit must be installed so that the condensation will drain to the exterior of the building.
- For comfort and reduced heating costs, air conditioners cannot be installed prior to May 15th and must be removed not later than October 15th, each year. Always remove window air conditioners in October for the winter months heating season, no exceptions due to the heating costs.
- The unit must be installed so that the condensation will drain to the exterior of the building and not over any doorway.

SUMMER RULES

POOLS:

This appears to be some of the biggest water usage we have.

When putting up your pool, fill it only one time a day. Filling a pool more than once a day is prohibited. Only one pool permitted per household. When the member drains the pool each day, use this water for flowers, garden, house plants and lawns. Conserving water this way cuts down on water used and consequently water usage charges.

Members **must not** leave any pool unattended – this is a **DANGER TO SMALL**

CHILDREN. Pools must be emptied each night or when no longer being used for the day.

WATERING OF LAWNS:

If your lawn needs watering, do it only during the schedule hours of water usage announced by the Township of Clinton each year. When watering use a nozzle or lawn sprinklers. Do not use a hose without one of these attached.

USAGE OF HOSES:

When using the hose you **must have a nozzle** on the end of it. Do not allow the hose to run without one installed. This allows the hose to be shut off temporarily if needed.

SLIP AND SLIDES:

Slip and slides are prohibited from Townhouse Plaza Cooperative due to the wasting of water and damage to the common ground lawn.

CAR WASHING:

Only registered members may wash their personal vehicle in their assigned spot and never to leave the hose running. Use the nozzle to close the water while not rinsing with water. Member is **not to wash any other car than their own personal one** and never allow friends or relatives to wash their cars at Townhouse Plaza or bring another car to Townhouse Plaza for member to wash.

RUNNING TAPS AND TOILETS:

If a member has leaking or dripping from the plumbing fixtures, it is the members' responsibility to call in a work order as soon as possible during the next regular business hours unless the leak is of a more serious nature and would cause immediate harm to the building or person. Should a member not call in a work order as soon as discovered they could be deemed in violation of these rules and regulations and possibly in default of the occupancy agreement. The cooperative looks at leaking or running plumbing as a serious occurrence where costly damage can occur to the unit as well as higher more costly water/sewage charges from the water department. Consequently, it is imperative that all members help maintain the unit by efficiently calling in work orders for plumbing problems.

**NO PLAYING OF ANY KIND IN PARKING COURTS AND
RESIDENTIAL COURTS**

“Be it resolved that the Board of Directors of Townhouse Plaza has adopted a rule revised 10-25-01 which shall prohibit the playing of any type in the parking court areas of Townhouse Plaza. This rule applies to all members, their guests and all occupants of the household.”

In the event any member is cited for violation of this rule, the member will be subject to fining as follows:

- First instance – fifty dollar (\$50.00) fine
- Second instance – seventy-five dollar (\$75.00) fine
- Third instance – one hundred dollar (\$100.00) fine

Should more than three citations occur, the member can be deemed in violation of the occupancy agreement and may be subject to other remedies available to the cooperative pursuant to the Occupancy Agreement up to and including termination of membership. All members will be held responsible for the acts of their children, guests and other occupants of their household.

Playing is defined as, but not necessarily limited to the following acts:

Roller skating, hockey, skate boarding, football, baseball, soccer, catch, tag, jump rope, riding bicycles and big wheels. In addition there is no batting or kicking or throwing of any type of ball in the parking courts.

Parking courts are to be considered streets where there is vehicular traffic on a constant regular basis up and down courts and consequently, it can be dangerous for playing of any kind and the Cooperative bans it from these streets for safety and welfare of all its' members and their children and families. Damage to parked vehicles can also occur when playing is allowed in the parking courts.

The cooperative has provided safe areas for children to play. The following is allowed in the common ground areas of the complex, however not near or facing someone else's unit, please be considerate.

- Roller skating
- Bike riding on the sidewalks
- Jumping rope
- Hop scotch
- Tag

Common ground area is the middle grass area in the front of members unit.

Townhouse Plaza provides a playground (tot lot) for young (10 years and younger) children to play safely. In conjunction with Townhouse Green an area in the rear of the two complexes exists large enough to accommodate any sport without disturbing neighbors or destroying trees, flower beds and any landscaping.

RULES FOR CHILDREN'S PLAYGROUND AREA

Playground area is provided for children 10 years of age and younger

The following rules are to be carefully followed by all members and guests.

- Playground closed at dusk
- Do not use playground equipment when wet
- Do not use playground equipment improperly.
- No pushing, shoving or any aggressive behavior is allowed.
- Proper footwear must be worn (bare feet not allowed).
- Roller skates are not allowed in play area.
- **NO ball playing of any kind is permitted in playground area.**
- Children cannot use equipment without adult supervision.
- Do not use equipment or grounds unless designated for your age group.

RULES FOR SLIDE USE:

- One person at a time on the slide ladder.
- Do not climb UP the slide (use the ladder only).
- Do not hang over the top, or edges of slide.
- One person at a time on the slide.

PATIO CONSTRUCTION

All permits to construct patios must be approved by the Board of Directors/Manager, prior to being constructed and must comply with Clinton Township regulations and codes.

No overhead roof is permitted with backyard patios.

A patio may be constructed of commercial patio blocks, paver's bricks, or solid concrete with Board approval. Overall dimensions must not exceed the sizes as follows:

- Not to extend sideways beyond either unit wall or a maximum of ten (10') feet out from the building.
- No more than four (4) inches in height at the base of the building. However, not to exceed the base of the windowsill.

Patios must not infringe upon the property line of neighbors.

Patios become the responsibility of the individual member for all maintenance and repair and not of the cooperative.

Existing cooperative step must be returned to on top of the new cement patio surface after completion, if necessary.

Upkeep of a patio or deck and the area immediately surround it must be the sole responsibility of the member of the unit and not of Townhouse Plaza Cooperative.

SPECIFICATIONS FOR DECKS AND PATIOS

All decks require a permit obtained at the business office. All permits for decks must be approved by the Board of Directors. The Clinton Township Building Department requires plans and permits for decks.

Size: Decks and or patios may not exceed ten (10) feet by ten (10) feet. Any exceptions must be approved by the Board of Directors.

Materials for decks shall be redwood, cedar, hemlock, pine, spruce or approved synthetic materials. Corner posts shall be treated 4' x 4' or 4' x 6' and placed in the ground at least 42" minimum.

The deck must be free standing. No portion of the constructed deck may be connected to the building.

Before a deck is constructed, the sod must be removed and a layer of six mil plastic (black or dark green in color) must be placed on the ground under the deck area. This will keep weeds and other plant growth from growing up through the deck or under the deck.

The joist for the deck must be a minimum of four inches above existing grade.

Finished decks must be stained using a redwood or wood stain, if necessary.

During construction and upon completion, the deck will be inspected by the manager or maintenance supervisor to see that compliance is maintained. If the deck is in non-compliance with the terms or specifications, the member will be instructed to remove it or repair same area within the deck and that the member agrees to continue maintenance of the deck proper as required in the future so that it remains as asset to the unit and the community and not an eyesore. Should the member neglect to maintain the deck it will be removed at the member's expense.

Materials used in deck construction shall be limited to wooden or synthetic structures. Corner posts shall be of treated wood or synthetic and buried in the ground a minimum of 42" so they will not be affected by frost. If a deck has to be removed or is removed for any reason, the member will be required to refurbish the area and re-sod the area where the deck stood. The financial responsibility for refurbishing the area will be the member's responsibility.

No screen fences or privacy fences of any type may be used around deck on the interior courts.

FENCE RULE

All fences require a written permit with a detailed drawing of the work to be performed, and written approval by the Board of Directors prior to any fence installation.

Fence sections must be identical looking on **both** sides and natural wood color or white and not painted any other color only white. No other fences will be allowed.

Fence sections shall be no more than 6 feet in height as measured from the bottom of the fence panel. Fences shall extend no further than ten feet out from the building. The overall height of the fence shall not exceed 6.5 ft.

Fences must be free standing and not attached to the building in any way.

Fences may be built in rear yards or side doors only. Upon completion of the fence, the Board of Directors or its assigns will inspect it. If it is determined that it is in non-compliance, the member will be instructed to remove or repair the fence, immediately. The member shall take full responsibility for the maintenance of the fence and agree to perform whatever maintenance is necessary as determined by the Board of Directors and or its' assigns, solely at the member's expense.

Any exceptions to these guidelines must be approved in writing by the Property Manager.

Proper, maintenance of enclosed areas, including lawn care, flower beds, etc. will be the responsibility of the member. Failure to do so will result in implementation of the fine policy.

PORCH RAILINGS

Porch railings are required by code at porches over 30" in height and or which have three immediate steps to the porch. The cooperative provides a porch railing in these instances. Other than as stated above, all porch railings require written approval by the Board of Directors prior to any work being performed.

If a member provides a written request, the cooperative will install a porch railing on the rear porch. Under this plan the cooperative will install a porch railing on the rear porch. Under this plan the cooperative will install only **one porch railing** at the cooperative's expense.

Should a member need additional porch railings, this may be done at the member's **sole** expense.

When a member chooses to add railings at their expense it must be installed under the following guidelines:

- Written approval must be obtained prior to any work being performed.
- The railings must be constructed of iron and painted black.
- The member agrees that the porch railing is their sole responsibility to maintain, repair or replace. The member agrees to do so whenever necessary or at the direction of the Board of Directors and or its' assigns.

STORAGE SHEDS

Before placing an outside storage shed/bldg. at unit, a member must obtain an installation/alteration permit filled out describing the size and material of the building the member wants to install.

The storage shed must not be any taller than 78" and must be made of the grey and green Rubbermaid* type of material. **The Property Manager must first approve all anticipated storage sheds and where they will be located at the unit site. The approval is mandatory and must be in writing before the shed can be installed. Fines will be imposed on anyone who installs a storage shed without prior and final approval.**

When the shed is installed at the unit's approved location, the member must call the office for a final inspection of this building by the property manager, which is then approved in writing.

At no time will the Cooperative be responsible for the storage shed if it is damaged or otherwise. (Including that caused by the lawn maintenance company).

OUTDOOR FIREPLACES AND SIMILAR PRODUCTS RULE

All outdoor fireplaces and similar products, i.e. fire pits are prohibited for use at Townhouse Plaza Cooperative.

As the Clinton Township Ordinance states, any U.L. listed fireplaces and similar products must be located not less than twenty (20) feet from the members residence and not less than fifty (50) from any adjoining residence.

Distance for placement of these fireplaces judges them **unacceptable** to Townhouse Plaza Cooperative, because regulations of the Township clearly depict the location of any fireplace at the Cooperative would be outside the boundaries of any unit as described by the ordinance of the Township.

Any violation of this rule can be construed as a breach of the Occupancy Agreement as it exists.

INFORMATION TO CABLE LINE INSTALLING COMPANIES

Any cable must be installed during working hours of the Cooperative and the location must be first approved by the Cooperative.

Please do not run any cable lines of any type on the outside of the buildings anywhere but at the utility cluster area on the walls where utilities electric meter are located. **In this general limited area only!**

Cable line are not allowed to be run on the outside of the walls in any other area and **not** up to second floor on the outside

SATELLITE DISH INSTALLATIONS RULE

Satellite Dish installation is at the front or back of unit only and can be installed only on the ground and **not** attached to the building or roof, in any way.

THIS INSTALLATION REQUIRES A PERMIT TO FIRST BE APPROVED IN WRITING, BY THE COOPERATIVE MANAGEMENT. THE COOPERATIVE WILL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OR DAMAGE THAT MAY OCCUR.

Maintenance of Satellite Dishes is the full responsibility of the member and not the cooperative. Should any type of damage occur it will be the responsibility solely of the member.

SIGN RULES

CLUBHOUSE RENTALS:

Any signs, balloons or anything pertaining to rental of the Community Building **must be removed immediately after the event.**

FOR SALE SIGNS:

When a member markets their unit 'for sale' a single sign, no larger than 18" x 24" is allowed to be displayed in a first floor window of the unit. No other 'for sale' signs or other 'unit for sale' advertising devices will be allowed.

Any sign or other unit sign other than the 18 inch x 24 inch window sign ***must be taken down, with no compensation to the owner of such a sign.***

OPEN HOUSE SIGN POLICY:

In order to facilitate an effective method of advertising units for sale, while continuing to adhere to the By Laws of the Cooperative the following resolution is passed by the Board of Directors.

1. No "Open House" or "For Sale" signs are allowed on the Cooperative grounds or yards of any unit, except as follows:
 - i. Seller and Realtors can place an "Open House" sign only at the unit that is for sale and at entrance of complex during open house time.
 - ii. The for sale signs may be displayed on Saturdays and Sundays from 12:00 PM to 5 PM **only** unless, from time to time periods as approved by the Board of Directors of Townhouse Plaza Cooperative.
 - iii. Any signs found not to be in compliance with this policy, will be removed immediately and disposed of at the Member's expense.

PET AGREEMENT AND RULES

As of January 27, 2004 Townhouse Plaza Cooperative again allowed pet ownership in the Cooperative. You may **only** have one pet with documentation of any required inoculations or vaccinations from a veterinarian, a county license and a yearly registration fee.

All members of Townhouse Plaza Cooperative being residents of Clinton Township will obey the ordinance of the Township as they pertain to ownership of pets.

A pet is defined as a dog or cat, friendly to humans in that sense. All other animals more commonly known as wildlife or exotic pets are not defined in these rules, are **not** allowed within the confines of the property.

The pet agreement and rules have been adopted by the Board of Directors and shall be binding and become a part of the Occupancy Agreement of said member. A breach of these rules and regulations governing pets shall be a breach of the Occupancy Agreement and shall be enforceable by the Cooperative under the defaults and remedies listed therein. A Pet permit must be renewed annually and fee paid. For Units (1-109) the deadline each year is July 1st and for Units (110-217) the deadline for annual pet registration is December 1st of each year. Failure to renew a pet permit will result in revocation of the permit and removal of the pet with possible revocation of the Occupancy Agreement.

The requirements for obtaining a pet permit from the property manager shall be proof of a license from the city or county and a statement from a veterinarian that the animal has had all required inoculations/vaccinations and the fecal inspection for worms and verification that the animal is free of worms and diseases and is healthy, along with payment of the annual pet registration fee.

Pet waste must be confined to member's yard and removed immediately. **When walking a pet, waste must be picked up immediately, where and when it occurs.** Member's yards and units must be maintained and free of waste to permit proper maintenance and not be offensive to neighbors, people of all ages, maintenance department, contractors, and mail and delivery persons. It must not be left in yard overnight. Immediate pick up of waste is mandatory by member.

Members shall not permit their pets to cause serious annoyance by reason of loud, frequent or habitual whining, barking, yelping, howling or any other noise deemed as annoying.

Pets must be leashed/chained at all times while outside the unit and must be attended by a person at all times; however not chained or leashed to the building structure in any way. The leashing/chaining must be done with sufficient strength to prevent any possibility of the pet breaking it. The leash/chain must not allow the pet to access any walks or neighbors yards. The leash/chain must not interfere with maintenance of lawns and shrubs or walkway access.

Cats may not be allowed outside unleashed and may not roam freely. If a cat is put outside they must be on a leash and attended by a person at all times. Any cat left to roam will be considered a stray and picked up by Animal Control. No pet may be left outside the unit unattended. Cat litter boxes *must* be cleaned and deodorized on a regular basis as to not cause any health hazard or odor. Cat litter boxes when emptied *must be bagged and tied, not loose, before disposing in the dumpster.*

Any damage to Cooperative property caused by a pet will be repaired at the member's expense. This includes any damage to the interior or exterior of you unit.

Absolutely no breeding of pets or animals of any kind, is allowed within Townhouse Plaza Cooperative.

Members with pets must be aware of their personal financial liability from situations resulting in harm and or damage caused by their pet. Townhouse Plaza assumes no responsibility or liability *whatsoever* in such instances.

Pets that may run loose can be caught and held by anyone and the Animal Control officer will be called to pick up any loose running pets or stray animals.

The Board of Directors will enforce the pet rules and any violations will be pursued through legal means including fines, termination of pet permit, and/or occupancy agreement if deemed necessary.

The Board of Directors reserve the right to make changes, additions or deletions in the rules at anytime as they deem circumstances may dictate.

FINE FOR FAILURE TO REGISTER PET

All pets must be registered annually. ***This is mandatory for all residents.***
You must declare whether you do or do not have a legal pet residing in your unit.

If a member does not disclose that they do or do not have a legal pet, a fine will be issued and will be due and payable immediately and a disclosure statement on the status of member's ownership is to be included with the fine remittance.

A failure to disclose is considered a rule violation and breach of the Occupancy Agreement and shall be enforceable by the Cooperative.

Only one pet per housing unit is allowed and a permit from the cooperative is required to acquire a pet.

OCCUPANCY AGREEMENT

THIS AGREEMENT, is made and entered into this _____, by and between Townhouse Plaza Cooperative, a Michigan non-profit corporation (hereinafter referred to as the Corporation), and

(hereinafter referred to as Member).

WHEREAS, the Corporation has been formed for the purpose of acquiring, owning and operating a cooperative housing project with the intent that its members shall have the right to occupy the dwelling units thereof under the terms and conditions hereinafter set forth; and

WHEREAS, the Member is the owner and holder of a certificate of membership of the Corporation and has a bona fide intention to reside in the project.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to each of the parties paid by the other party, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein the Corporation hereby lets to the Member, and the Member hereby hires and takes from the Corporation, dwelling

Unit #: _____ Located at: _____
Clinton Township, Michigan 48035.

TO HAVE AND TO HOLD, said dwelling unit unto the Member, his executors, administrators and authorized assignee, on the terms and conditions set forth herein and in the corporate Charter and By-Laws of the Corporation and any rules and regulations of the Corporation now or hereafter adopted pursuant thereto, from the day of this agreement, for a term of (3) years renewable thereafter for successive three (3) year periods under the conditions provided for herein. In addition, the Corporation reserves the right to terminate the Members rights under this agreement, provided the Member is notified four (4) months prior to the expiration of said Occupancy Agreement.

ARTICLE 1
MONTHLY OCCUPANCY CHARGES AND DOWN PAYMENTS

On or before the date of execution of this Occupancy Agreement the Member has paid to the Corporation a payment in the amount of One Hundred Dollars and No Cents (\$100.00) as consideration paid to the Corporation for membership.

Commencing at the time indicated in ARTICLE 2 hereof, the Member agrees to pay to the Corporation a month sum referred to herein as Occupancy Charges, equal to one-twelfth of the Members proportionate share of the sum required by the Corporation, as estimated by its Board of Directors to meet its annual expenses, pertaining to the project and to the community or other facilities which the Member is entitled to utilize including, but not limited to the following items:

- a) The cost of all operating expenses of the project and services furnished.
- b) The cost of necessary management and administration.
- c) The amount of all taxes, and assessments levied against the project or Corporation or which is required to pay, and ground rent, if any.
- d) The cost of fire and extended coverage insurance on the project and such other insurance as the Corporation may affect or as may be required by any mortgage on the premises.
- e) The cost of furnishing all utilities, if such utilities are furnished by the Corporation. (See ARTICLE 10 for a listing of those utilities, which are to be furnished by the Corporation)
- f) The cost of maintaining a reserve account for such purposes as determined by the Board of Directors.
- g) The estimated cost of repairs, maintenance and replacements of the project property to be made by the Corporation.
- h) The amount of principal, interest and other required payments for any indebtedness owing by the Corporation.
- i) Any other expenses of the Corporation approved by the Board of Directors including operating deficiencies.

The Board of Directors shall determine the amount of the Occupancy Charges annually, but may do so at more frequent intervals should circumstances so require. No Member shall be charged more than his proportionate share thereof as determined by the Board of Directors. Until further notice from the Corporation, the Monthly Occupancy Charges for the above mentioned-dwelling unit shall be \$_____ .

ARTICLE 2
WHEN PAYMENT OF OCCUPANCY CHARGES COMMENCE

After notice by the Corporation to the effect that a dwelling unit is available for occupancy, the Member shall make a payment for Occupancy Charges covering the unexpired balance of the month. Thereafter, the Member shall pay the Occupancy Charges in advance on the first day of each month.

ARTICLE 3
MEMBERS OPTION TO RENEW

It is covenanted and agreed that the term herein granted shall be extended and renewed from time to time by and against the parties hereto for further periods of one year from the expiration of the term herein granted, upon the same covenants and agreements herein contained unless:

(1) notice of the Members election not to renew shall have been given to the Corporation in writing at least four months prior to the expiration of the then current term, and (2) the Member shall have on or before the expiration of said term (a) endorsed his membership certificate for transfer in blank and deposited same with the Corporation, and (b) met all his obligations and paid all amounts due under this agreement up to the time of said expiration, and (c) vacated the premises, leaving same in good state of repair.

Upon compliance with provisions (1) and (2) of this Article, the Member shall have no further liability under this agreement and shall be entitled to no payment from the Corporation. If the Member is qualified and desires to continue occupancy for a successive term, he will execute the then current Occupancy Agreement.

ARTICLE 4
PREMISES TO BE USED FOR RESIDENTIAL PURPOSES ONLY

The Member shall occupy the dwelling unit covered by this agreement as a private dwelling unit for himself and the below listed individuals, and for not other 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, and abides by and is not in default of the terms of this agreement.

The following individuals are approved to reside in the dwelling unit:

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, odors, or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any illegal act to be committed in the unit or upon the premises of the Cooperative. The Member shall comply with all 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 shall be increased, the Member shall become personally liable for the additional insurance premiums.

ARTICLE 5
MEMBERS RIGHT TO PEACEABLE POSSESSION

In return for the Members continued fulfillment of the terms and conditions of this agreement, the Corporation covenants that the Member may at all times while this agreement remains in effect, have and enjoy for his sole use and benefit, the dwelling unit herein above described, after obtaining occupancy, and may enjoy in common with all other members of the Corporation the use of all community property and facilities of the entire cooperative community.

ARTICLE 6
NO SUBLETTING

The Member hereby agrees neither to assign this agreement nor to sublet his dwelling unit. Any subleasing shall be a default by the Member and result in the termination and forfeiture of the Members rights under this Occupancy Agreement. If a Member ceases to reside in the premises, his/her Membership will be in default and all remedies hereunder are available to the Corporation.

ARTICLE 7
NOTICE OF INTENT TO TRANSFER, RESALE FEE AND TRANSFER OF MEMBERSHIP

The Member agrees that he shall provide sixty (60) days written notice of his intention to terminate occupancy of the unit heretofore described to the Corporation. Failure to provide such written notice within the first seven days of the month will cause the notice to be deemed given from the first day of the month thereafter following.

The Member understands and agrees any attempt by the Corporation to compel the Member to fulfill his obligations to pay his Occupancy Charges or perform his covenants shall not alter his obligation to give sixty (60) days written notice of his intention to terminate his occupancy of the unit. The Member is responsible for a resale fee as set by the Board of Directors.

Neither this agreement nor the Members right of occupancy shall be transferable or assignable except in the same manner as may now or hereafter be provided for the transfer of memberships in the By-Laws and the Rules and Regulations of the Corporation.

The disposition of a Member's interest at the Member's death is governed by the By-Laws of the Corporation. All incoming individuals must meet the qualifications for membership.

ARTICLE 8
DAMAGES UPON DEFAULT

It is agreed and stipulated by the parties hereto that if the Member vacates the unit after the Corporation causes a notice to quit or any type to be served upon him/her and or files an action for summary proceedings in tenancy against him/her, that it will require a period of no less than two (2) months, or such additional time as may be necessary, to accomplish the resale of the Member's unit. It is further agreed that in the event the tenant quits, abandons or forfeits the premises in any manner without providing the Corporation with the sixty (60) days written notice of intention to terminate occupancy, as required under Article 7 of this agreement, it will require a period of two months to

accomplish the resale of the Member's unit. It is agreed and stipulated by the Member that the Corporation shall suffer damages in the amount of such occupancy charges as shall continue to fall due until the resale of the unit. Therefore, the Member agrees and stipulates that he/she shall pay to the Corporation as damages a sum equal to occupancy charges. Nothing in this article shall relieve the outgoing Member of any charges against the outgoing Member's account for charges made by the Corporation in regard to transfer of membership. Such transfer charges shall include, but not be limited to, charges to the Member for damages to the dwelling unit.

ARTICLE 9 **MANAGEMENT, TAXES AND INSURANCE**

The Corporation shall provide necessary management, operation and administration of the premises; pay or provide for the payment of all taxes or assessments levied against the premises; procure and pay or provide for the payment of fire insurance and extended coverage, and or other insurance as required by any mortgage on property in the premises, and such other insurance as the Corporation may deem advisable on the property in the premises. The Corporation will not however, provide insurance on the Members interest in the dwelling unit or his personal property.

ARTICLE 10 **UTILITIES**

The Corporation shall provide water, gas and sewage in amounts which it deems reasonable. The Member shall pay directly to the supplier for electricity. The Member shall be responsible for any utilities incurred on his unit by the Corporation during the time he is responsible for the Occupancy Charges on the unit. The Member will cooperate and participate in any energy-saving for utility conservation program adopted by the Corporation. The Members failure to comply with any such program is grounds for default and eviction.

ARTICLE 11 **REPAIRS**

- a) **By Member:** The Member agrees to repair and maintain his/her dwelling unit at his/her own expense as follows:
1. It shall be the Members responsibility to paint and perform general cleaning so as to place the unit in a similar condition as when originally built.
 2. Any replacement, repairs, or maintenance including cleaning and floor refinishing necessitated by his/her own negligence (including his/her family, other residents of his/her unit and or his/her guest) and misuse and discovery

of damage or missing fixtures, including smoke detectors and safety items, by the Corporation as well as the need for rehabilitation shall be presumed to be a result of the Member's abuse and misuse of the premises unless the Corporation has knowledge to the contrary.

3. Removal of any materials on the walls of the units including but not limited to wallpaper, contact paper, burlap, cork board, paneling, stucco as well as the cost to restore plaster and repaint and the repainting if deemed necessary upon inspection due to the color being other than white or light pastels, repaint when needed and or to correct any unsightly appearance.
 4. Any redecoration of his own dwelling unit.
 5. Any repairs, maintenance or replacements required on items not furnished by the Corporation; and
 6. Any violation of ARTICLE 4
- b) **By Corporation:** The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article. The officers and employees of the Corporation shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, inspection and replacements and to authorize entrance for such purposes by employees and any contractor, utility company, municipal agency or others at a reasonable hour of the day and in the event of emergency at any time.
- c) **Right of Corporation to Make Repairs at Members Expense:** In case the Member shall fail to effect the repairs, maintenance or replacements specified in clause (a) of this Article within sixty (60) days after request for same in a manner satisfactory to the Corporation and pay for same; the Corporation may either deem member in default within the meaning of Article 13 or at its sole option do so and add the cost thereof to the Member's next month occupancy charges.
- d) **Dwelling Inspection Report:** The Corporation shall provide a dwelling inspection report to new occupants so they may inspect and make note on same dwelling inspection report as to the general condition of the assigned unit. Said dwelling report must be returned to the Corporation within seven days (7) days from the date unit was released to new Member occupant and failure to do so will conclusively presume that the assigned unit was in excellent condition free of any defect or damage.

ARTICLE 12
ALTERATIONS AND ADDITIONS

The Member shall not, without the written consent of the Corporation, make any structural alterations of the premises or in the water, gas electrical, plumbing or other fixtures connected therewith, or remove additions, improvement or fixtures from the premises or remove or alter smoke detectors or items installed pursuant to safety programs.

The Member shall not, without the written consent of the Corporation, make any alterations to the common areas of the premises, including but not limited to building exteriors, patio areas, fences, sidewalks, parking areas and landscape areas.

The Member shall not, without written consent of the Corporation, install or use in his dwelling unit any air conditioning equipment, washing machine, clothes dryer, electric heater, power tools, humidifiers and air filtering units, antennas and kerosene heaters. The Member agrees that the Corporation may require the prompt removal of any such equipment and or alterations at any time, and that his failure to remove such equipment and or alteration upon request shall constitute a default within the meaning of Article 13 of this agreement.

ARTICLE 13
DEFINITION OF DEFAULT BY MEMBER AND EFFECT THEREOF

It is hereby mutually agreed as follows: If at any time after the happening of any of the events specified in clauses (a) through (s) of the Article, the Corporation shall give to the Member written notice that this agreement will expire at a date not less than thirty (30) days thereafter, this agreement and all of the Members rights under this agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property there from, either by summary proceedings in tenancy or by suitable action or proceedings at law or inequity, or by any other proceedings, which may apply to the eviction of tenants or by force or otherwise and to reposes the dwelling unit in its former state.

- a) In case at any time during the term of this agreement the Member shall cease to be the owner and legal holder of a membership of the Corporation.
- b) In case the Member attempts to transfer or assign this agreement in a manner inconsistent with provisions of the By-Laws.
- c) In case at any time during the continuance of this agreement of Member shall be declared a bankrupt under the laws of the United States of America.

- d) In case at any time during the continuance of this agreement a receiver of the Member's property shall be appointed under any of the laws of the United States or of any State.
- e) In case at any time during the continuance of this agreement the Member shall make a general assignment for the benefit of creditors.
- f) In case at any time during the continuance of this agreement the membership rights of a Member in the Corporation shall be duly levied upon and sold under the process of any court.
- g) In case the Member fails to effect and or pay for repairs and maintenance as provided for in Article 11 hereof.
- h) In case the member shall fail to pay any sum due pursuant to the provisions of ARTICLE 1, ARTICLE 2 hereof or any late charges, costs, attorney fees or other costs which are assessed against a Member.
- i) In case the Member shall fail to pay any charge which if not paid could become a lien against the Premises.
- j) In case at any time during the term of this agreement the limitations for occupancy which may be established from time to time by the Board are exceeded.
- k) If a Member, an individual of Members household, guest of the Member or person under the Member's control has manufactured, delivered, possessed or possessed with intent to deliver, a controlled substance on the Cooperative premises or within a Member's unit.
- l) If a Member, a member of a Member's household or other person under the Member's control is required to register with a designated registering agency pursuant to the Michigan Sex Offenders Registration Act, MCL 28.721, et seq
- m) A Member ceases to reside in the member's unit.
- n) A Member permits someone other than the individuals listed in Article 4 herein to reside the premises without Board approval.
- o) A Member has provided false information in the application for membership or occupancy.
- p) A Member violates the Pet Policy described in the Rules and Regulations of the Cooperative
- q) A Member refuses to permit an emergency or bi-annual inspection of unit.
- r) A Member violates the Late Payment Policy described in the Rules and Regulations of the Cooperative.
- s) In case the Member, guest or occupant shall fail to perform any of the obligations under this Agreement, or fails to abide by any Rules and Regulations of the Cooperative, or violate fire, safety or Criminal Laws regardless of whether arrest or conviction occurs.

The Member hereby expressly waives any and all right of redemption in case he shall be dispossessed by judgment or warrant of any court or Judge; the words enter, re-enter and re-entry as used in the Agreement are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the covenants or provisions hereof, the Corporation shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary

proceedings, and other remedies were not herein provide for. The Member expressly acknowledges that the Corporation has relied on the assertions of the Member in his application for membership and credit application, and any false statement contained therein, whenever discovered, shall constitute a default in this Agreement.

The Member expressly agrees that there exists under this occupancy agreement a landlord-tenant relationship and that in the event of a breach or threatened breach by the Member of any covenant or provision of this agreement, there shall be available to the Corporation such legal remedy or remedies as are available to a landlord for the breach or threatened breach under the law by a tenant of any provision of a lease or rental agreement.

The failure on the part of the Corporation to avail itself of any of the remedies given under this agreement shall not waive nor destroy the right of the Corporation to avail itself of such remedies for similar or other breaches on the part of the Member.

ARTICLE 14 **MEMBER TO COMPLY WITH ALL CORPORATE REGULATIONS**

The Member covenants that he will preserve and promote the cooperative ownership principles on which the Corporation has been founded, abide by the Charter, By-Laws, Rules and Regulations of the Corporation and any amendments thereto, and by his acts of cooperation with its other members bring about for himself and his co-members a high standard in home and community conditions. The member acknowledges receipt copy of current rules and regulations and are in effect commencing with this agreement. The corporation agrees to provide a copy of any newly enacted rules and regulations by first class mail. The Member hereby ratifies all agreements executed by the Cooperative Corporation on or before the date hereof and does agree to abide by such further Rules and Regulations which are adopted subsequent to this date.

ARTICLE 15 **EFFECT OF FIRE LOSS ON INTEREST OF MEMBERS**

In the event of loss or damage by fire or other casualty to the above mentioned dwelling unit without the fault or negligence of the Member, the Corporation shall determine whether to restore the damaged premises and shall further determine, in the event such premises shall not be restored, the amount which shall be paid to the Member to redeem the membership of the Member and to reimburse him for such loss as he may have sustained.

If, under such circumstances, the Corporation determines to restore the premises, occupancy charges shall abate wholly or partially as determined by the Corporation until the premises have been restored. If, on the other hand, the Corporation determines not

to restore the premises, the occupancy charges shall cease from the date of such loss or damage.

ARTICLE 16
INSPECTION OF DWELLING UNIT

The Member agrees that the representatives of any mortgagee holding a mortgage on the property of the Corporation the officers and employees of the Corporation, and with the approval of the Corporation the employees of any contractor, utility company, municipal agency or others, shall have the right to enter the dwelling unit of the Member and make inspections thereof at any reasonable hour of the day and at any time in the event of an emergency. The Member also agrees that the Unit may be inspected by the Cooperative on a bi-annual basis. Failure of any Member to provide for reasonable access for said inspection and or emergency is grounds for default and eviction and the charge of any damage to the property of the Cooperative resulting from failure to provide said access.

ARTICLE 17
**LATE CHARGES, ADMINISTRATIVE FEES AND OTHER COSTS IN CASE OF
DEFAULT**

The Member Covenants and agrees that, in addition to the other sums that have become or will become due pursuant to the terms of this Agreement, the Member shall pay to the Corporation on the 1st of each month a late charge and or administrative fee in an amount to be determined from time to time by the Board of Directors for each payment of Occupancy Charges, or part thereof, ten (10) days or more in arrears which is currently thirty five dollars (\$35.00) per month. All such sums received shall first be applied to outstanding late charges, oldest other charges and lastly carrying charges.

If a Member defaults in making a payment of Occupancy Charges or in the performance or observance of any provision of this agreement, and the Corporation has obtained the services of any attorney with respect to the defaults involved, the Member covenants and agrees to pay to the Corporation any costs or fees involved, including actual attorneys fees, whether or not a suit is instituted. In case a suit is instituted, the Member shall also pay the actual costs of the suit and any bailiff's charges for enforcement of any writ, in addition to the aforesaid costs and fees.

ARTICLE 18
NOTICES

Whenever the provisions of law or the By-Laws of the Corporation or this Agreement require notice to be given to either party hereto, any notice by the Corporation to the Member shall be deemed to have been duly given, and any demand by the Corporation

upon the Member shall be deemed to have been duly made if the same is delivered to the Member at his or her unit address or such different address as directed by the member in writing; and any notice or demand by the Member to the Corporation shall be deemed to have been duly given if delivered to an officer of the Corporation. Such notice may also be given by depositing same in the United States mail addressed to the Member as shown in the books of the Corporation, or to the President of the Cooperative, as the case may be, and the time of mailing shall be deemed to be the time of giving of such notice.

ARTICLE 19
ORAL REPRESENTATION NOT BINDING

No representations other than those contained in this agreement, the Articles of Incorporation and the By-Laws of the Corporation shall be binding upon the Corporation.

ARTICLE 20
SUBSCRIPTION AND MEMBERSHIP REFUND

In the event the Corporation sells the Members Unit, the Corporation will refund Membership equities in accordance with the provisions of the By-Laws; less resale expenses, unit rehabilitation costs, occupancy charges due and any other monies due the Corporation, provided Member has complied with ARTICLE 7 of this agreement, a Notice of Intent to Transfer, Resale on and Transfer of Membership.

ARTICLE 21
REMEDIES

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, or any other such rights or remedies for the same or different failures of the Member to perform or observe any provision of this agreement.

**ARTICLE 22
SEVERABILITY CLAUSE**

If any provision of this agreement shall be invalid under Federal Laws or under State Laws where the cooperative is located, such invalidity shall not invalidate the whole agreement but the agreement shall be construed as if not containing the particular provision or provisions held to be invalid and rights and obligations of the parties shall be construed and enforced accordingly.

554.634. "NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person."

**Also notices can be sent to Townhouse Plaza Cooperative;
19000 S. Highlite Drive; Clinton Township, MI 48035**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND SEALED THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

BY: TOWNHOUSE PLAZA COOPERATIVE
19000 S. Highlite Drive
Clinton Township, MI 48035

Its: _____

Date: _____

MEMBER:

Date: _____

TOWNHOUSE PLAZA COOPERATIVE

19000 Highlite Drive, S.
Clinton Township, MI 48035

OFFICIAL ADOPTION OF RULE

Adopted this 17th day of June, 2009 by the Townhouse Plaza Cooperative Board of Director unanimous vote, by and through the powers of the Cooperative by laws, the Board of Directors hereby adopt the following rule pertaining to the collection of late or delinquent monthly Carrying Charges.

DELINQUENT CARRYING CHARGE ACCOUNT

If a Member of the Cooperative is late in paying their required carrying charges and or maintains a delinquent account with the Cooperative, three (3) or more times in any twelve month (12) period the Cooperative has the option to terminate said delinquent Members Occupancy Agreement/Membership with the Cooperative.