

Branford Towne Houses Cooperative

Rules and Regulations

Except where otherwise noted the following rules and regulations were developed by the Branford Towne Houses Cooperative Board of Directors over a period of years and compiled for publication in the new Membership Handbook in September 2019. You may notice the wording in some areas to be different however the actual policy was not changed.

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

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

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

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

1. IMPROVEMENT & ALTERATION OF UNITS

1.1 Allowable Improvement and Alteration of Units:

Improvements and alterations to the unit are prohibited without the prior written approval of management. In some cases, local building ordinances will apply. It is the member's responsibility to research and ensure compliance with any such codes and provide a copy of any permit from the city that is required. An approved installation/alteration permit is also required prior to starting work.

The Cooperative is not responsible for repair or replacement of any improvement or alteration made by the member or any improvements or alterations the member may accept prior to moving in. The Cooperative may require a member to remove an improvement or alteration that becomes a liability or nuisance. The cooperative will not reimburse the member for any damages to any improvements or alterations due to leaks, back-ups, etc.

1.2 Air Conditioners:

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

1.3 Draperies:

When attaching drapery hardware, you should attempt to locate a wall-stud and use at least one and one quarter inch "wood" screws. If you attach drapery hardware between studs, you should use toggle bolts, expansion shields or a similar device. Members are required to hang drapes, blinds or curtains of a neutral or light covered backing within 30 days of closing. Window treatments must be kept in good condition and repaired/replaced if necessary.

1.4 Electrical Wiring:

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

1.5 Painting:

All exterior painting is the responsibility of the cooperative. The member is responsible for all interior painting and decorating.

1.6 Exterior Alterations and Additions:

No member may alter, add to, or change the exterior of any building, or attachment thereto. Nothing that would penetrate the brick exterior or siding is allowed. Members wanting to install a patio, floating deck or privacy fence must complete an installation/alteration permit prior to installation with a detailed layout of the proposed dimensions for approval. Upon completion, a final inspection with the office must be schedule by the member. Members are prohibited from installing video or other exterior antennas, including satellite dishes, TV antennas, ham radio antennas, and wireless cable antennas except as described in Section 6.12 of this handbook.

- a. Patios** may be constructed flat to the ground at the back of units and can be constructed of any size patio block. Wood or plastic construction is not permitted. Sand and plastic must be placed down first to prevent weed growth. Patios must be a minimum of 6 X 8 feet and cannot exceed 12 X 12 feet. Members having a side door may install the patio on the side of the unit or in the back of the unit if a back-yard area is available. Some two-bedroom ranch units do not have the space on the side of the unit to install a patio. Members living in these units must install the patio in the backyard area. Maintenance will come and mark the area for you if you have questions. Nothing such as flowers, shrubs, borders may be planted beyond the patio unless the patio is constructed within a privacy fence. Flowerpots or boxes sitting on the patio is permitted. Patios cannot be used for storage or accumulated clutter. When a member moves out and chooses to take the patio blocks with them, the area must be restored with grass back to the original condition. Any infringement of regulations concerning patios will result in the infringement being removed and charged to the member.

- b. **Floating decks** may be installed using 2 x 6 stringers allowing one-inch clearance from the ground and cannot exceed 8 inches in height. Such decks must NOT be attached to the building, steps, porch etc. in any way. The deck must be at least 6 x 8 feet and cannot exceed 12 x 12 feet. The deck posts must be placed in/on solid pavers that have been leveled by removing necessary dirt/grass. All grass must be removed from under the deck and a proper weed barrier securely laid for weed growth prevention. Treated lumber suitable for decking must be used and maintained by the member. Any infringement of regulations concerning decks will result in the infringement being removed and charged to the member. After completion and inspection, the deck can sit for a short period. After curing the member is financially responsible to have the deck stained or painted with a color designated by Branford.
- c. **Patio furniture** items such as gliders, tables, umbrellas, etc. are permitted so long as they are placed on a patio or deck meeting Branford specifications and are only permitted in the back or side yard. Only items manufactured for outdoor use will be permitted. Items that are easily moved such as lawn chairs may be placed in the front yards for temporary use so long as no damage is done to the lawns. Members are encouraged to store lawn furniture indoors during the winter months.
- d. **Privacy fences** must be constructed of wood. Members must use our contractor to install a privacy fence. Members are required to call Miss Dig to have underground wires, pipes, etc marked prior to work being done. Privacy fence size/shape will be pre-determined by the Board of Directors based on unit style and available space not to exceed 16 feet from the building. Staff will inspect the area to ensure compliance prior to approval. Members with or without patios may choose to have TWO 8-foot panel fence sections installed (equaling 16 feet from the building) instead of a fully enclosed privacy fence. Member's wishing to install such a partition that would divide a shared back porch must also extend panels to equal 16 feet. Fences and fence panels shall be constructed of shadow box style, not to exceed nor be shorter than 6'4" in height. A gate will be installed on all fences allowing access for meter readings and staff inspections. All support poles must be buried in the ground using pea gravel. Please note that maintenance and/or staff reserve the right to enter your unit to access the patio area when encountering a locked gate. After curing the member is financially responsible for having the fence stained or painted with a color designated by Branford.

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

1.7 Walls and Interiors:

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

1.8 Restrictions on Alterations:

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

2. WORK ORDERS AND MAINTENANCE

2.1 Maintenance:

Maintenance service requests must be directed to the Cooperative Management office. Service requested verbally to the Manager or maintenance personnel on the grounds are too easily forgotten. Therefore, to ensure prompt attention you must call the office or send a request via the website www.liveatbranford.com. Normal working hours for maintenance personnel are 9:00am to 5:00pm Monday through Friday. In the event an emergency arises at any other time please refer to the entry under Section 2.3, Emergencies. The Cooperative has a twenty-four-hour answering service, and you are strongly encouraged to call in all maintenance requests as they arise.

Maintenance personnel should not be requested to perform tasks for a member's personal benefit during working hours. Servicing Member's personal equipment, replacing light bulbs within a member's unit, and other acts purely for the personal benefit of the Member are not part of maintenance's duties. Members agree to keep the Townhome in a clean and orderly condition, and not do anything that might be considered dangerous, might be considered a health hazard or might violate any health or police regulations. Members agree they will not engage in any activity or do any act which might cause the Townhome to diminish in value, and that they will not misuse or neglect the Townhome or any of the Owner's property or appliance in the unit.

Members understand and agree they have been trusted with valuable property and appliances and as previously stated will not misuse or mistreat the Townhome or property in the townhome, nor will they permit others to misuse or mistreat the townhome or property. They will treat the townhome and the property therein with the respect and care that is due and owing by a person who has been entrusted with the property of another. Members promise to promptly report all malfunctions or damage to the owner. The members agree to repair and maintain the town home as follows: A) Any repairs or maintenance necessitated by their negligence or misuse, B) any redecoration of the townhome including painting and flooring and C) any repairs, maintenance or replacements except as set forth in the last sentence provided that the Members promptly notify the owner of any condition in the townhome which is in need of repair. In case the members fail to effect the repairs, maintenance or replacements required of the members in a manner satisfactory to the Owner or if repairs are made necessary or become more costly because of the acts misuse or neglect of the Member, the other occupants of the townhome or guests or visitors to the townhome, or because the failure to notify the owner of any condition in need of repair, then the Members agree to pay the owner for the cost of the making the repairs.

2.2 Procedure for Work Orders:

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

2.3 Emergencies:

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

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

Maintenance is required to respond to the following situations:

- Smoke and/or carbon monoxide detectors beeping/inoperable,
- Sewer back up,
- Refrigerator not working
- Toilet back up (if only one toilet in unit),
- Lock outs-includes interior doors (\$25 fee). Any damage to screens, locks, windows, doors, etc. that are found to gain entry will be repaired and charged to the member.
- No heat in winter months
- No A/C if outside temperature exceeds 85 degrees, maintenance will respond and try to fix the issue.
- Plumbing leaks that may cause damage to walls, cabinets or other structures if not immediately repaired,
- Call DTE energy as well as maintenance if you smell gas.
- Broken door locks or windows or anything not allowing you to secure your unit.
- In the event you have no power (other than community outage), we ask that you check your circuit breaker and reset any tripped breaker before calling maintenance. A charge of \$25 will be assessed to your account if maintenance does respond and finds the cause to be a tripped breaker.

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

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

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

2.4 Plumbing:

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

2.5 Who Pays?

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

2.6 Outside Maintenance:

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

2.7 Key and Security Systems:

Door locks to individual town homes are keyed to a master system. This is necessary to ensure access in case of an emergency. Therefore, if a member would like their locks changed, they must call in a work order and have our maintenance staff perform the installation. There will be a charge assessed to your account for this service. Members are permitted to install a keypad w/key smart lock but must complete an installation/alteration permit and provide written notification of a passcode allowing entry. A charge of \$15 will be added to your account in the event of a lockout during office hours. After hours the fee is raised to \$25.

In the event you wish to install a security system, other than a wireless system, you must obtain prior approval from the Cooperative, use a licensed contractor, and provide the Cooperative office with a code as the Cooperative must have access in case of an emergency. Wireless systems do not require an installation alteration permit however the member must supply the office with a security code for access.

2.8 Damage to Cooperative Property:

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

2.9 Reporting Water Damage or Leaks:

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

3.0 Mold/Moisture Disclosure Statement

There are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Mold and/ or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. Housekeeping and living habits are an integral part of the ability of mold to grow. For mold to grow, water and/or moisture must be present.

MEMBER AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, **MEMBER AGREES TO PERFORM THE FOLLOWING:**

- To keep the Premises free from dirt and debris that can harbor mold.
- To inspect the Premises regularly for indications and sources of indoor moisture.
- To immediately report to management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips, or flooding.
- To not air-dry wet clothes indoors.
- To always utilize stove hood vents when cooking items that may cause steam.
- When showering/bathing, to always utilize the bathroom fan and to notify management of any nonworking fan.
- To water plants outdoors.
- To notify management in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets.
- **TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE.**
- To clean *upon first appearance*, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one-part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag. If you are allergic to bleach, there are other products available that can perform the same function that doesn't contain bleach.
- **TO REPORT TO MANAGEMENT IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surfaces inside the Premises.**
- To allow management *immediate entry* to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present.
- To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit.
- To clean and dry any visible condensation/moisture on windows and window tracks, walls, and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your

windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home.

- To notify management of any problems with air-conditioning or heating systems that are discovered by Member.
- To maximize the circulation of air by keeping furniture away from walls, off air vents and out of corners.
- *In addition to the above, Member further agrees to perform all responsibilities set forth in the MOLD/MOISTURE DISCLOSURE STATEMENT.*

The MEMBER FURTHER AGREES to indemnify and hold harmless Owner and Owner's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Member's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Member or any other person living in, occupying, or using the Premises.

3. MOVING PROCEDURE

3.1 Moving Procedures:

Notice of Intent to Move. Any member wishing to withdraw membership, vacate the unit, must first complete a withdrawal notice and return it to the office signed and dated. The withdrawal notice offers three options to members wishing to vacate. Option 1- Sell the membership back to the Cooperative at the Limited Equity Value as stated in the withdrawal notice. Members choosing this option would be responsible to pay the carrying charges until the day the keys are received by the office. A pre-inspection will be conducted prior to move out to determine if the condition of the unit is satisfactory. Members may be responsible for some costs depending on the condition of the unit however they would not be charged for normal wear and tear or reconditioning costs. Option 2-Sell the Membership themselves (or hire their own real estate agent) on an as is basis to a qualified buyer. The Purchaser must be approved by the Cooperative for membership, forms such as an offer to purchase, Cooperative addendum to offer to purchase, seller disclosure statement, addendum to seller disclosure and lead based paint affidavit must be signed by both the buyer and seller. The seller is responsible for the cost of the city inspection and re inspections that are necessary, the cost to correct any violations the city finds, closing costs and a resale fee. Carrying charges will be the responsibility of the selling member up to and including the day prior to the closing date. Carrying charges must be paid monthly. The Cooperative will not be responsible for any reconditioning costs. Option 3- Have the Cooperative assist them in reconditioning and the sale of the membership. The unit must be vacant before any marketing of the membership sale begins. The selling member is responsible for all costs associated with the sale including but not limited to: reconditioning costs, brokerage fees, real estate commissions and fees, city inspection fees, and all other related costs that will be offset from the closing proceeds. The selling member will also be responsible for the carrying charges until the closing date. Carrying charges must be paid monthly. No matter which of the above options is chosen, the seller must also return the move in handbook and membership certificate initially assigned upon move in. Failure to return these items will result in a fee of an amount to be determined by the Board of Directors. The withdrawal notice will not be considered effective until the date it is signed by a Branford representative. Upon move-out the keys to the unit must be returned to the Cooperative office. The electricity should not be turned off or disconnected. Please call DTE and request the account be taken out of your name and returned to the Branford Towne Houses Cooperative account name. This should be done effective as of your closing date if you have chosen either Option 2 or 3. Members that have chosen option 1 are responsible until the move out date for their electric bill.

Vacating. Any repairs/damages and reconditioning costs will be itemized on your move out paperwork and will be deducted from your equity/membership reimbursement in accordance with the chosen option on the withdrawal notice at closing. All items left in the unit after the member turns over possession (receipt of keys constitutes possession) will be considered property of Branford and any expense incurred to remove items will be deducted from the membership equity. Members choosing option 3 of the withdrawal notice understand upon move out the unit must be painted using Branford approved paint. Branford has the option to approve other paint colors at its sole discretion. Branford uses Pittsburgh Speed hide (latex) off white #516-1 Eggshell When members chose option 3 of the withdrawal notice. The final decision as to the condition of the unit will be that of the Cooperative, and any expense incurred for restoration will be borne by the vacating member.

Improvements may be required to be removed at the Cooperatives discretion especially those that require a city permit that was not properly obtained and/or improvements that do not have an approved installation/alteration permit from the office.

3.3 Charges and Return of Membership and Equity.

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

- Any money that you owe to Branford Towne Houses Cooperative including carrying charges, late charges, actual legal fees, court costs, fines, billed notice of charge on work orders, real estate commissions and fees
- Charges for repairs necessitated by a Member's negligence or abuse and charges for redecorating. (Routine maintenance items are not chargeable.)
- A \$100.00 resale fee chargeable to all Members upon moving out.
- A mandated city inspection fee.
- A \$100.00 assessment or other amount determined by the Board of Directors for failure to return the Membership Certificate and Membership Handbook.
- Closing costs in the amount of \$250.00 for Branford Towne Houses Cooperative.

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

3.4 Release for Domestic Violence

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

4. HOW THE COOPERATIVE OPERATES

4.1 Annual Meeting:

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

4.2 Board of Directors:

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

4.3 Corporate Documents:

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

4.4 Carrying Charges:

The Board of Directors establishes the carrying charge rates, based on the funds necessary to cover the operational costs of the Cooperative. All payments including carrying charges, work order fees, late fees, etc. are due on or before the first of each month. No cash, partial payments or post-dated checks will be accepted.

A late charge is assessed on all payments received after close of business on the tenth of each month including payments made online. Late payments must be in the form of a certified check or money order. If the tenth of the month falls on a Saturday or Sunday, the payment must be in the drop box by open of business Monday the 11th or 12th respectively. Make your check or money order payable to Branford Towne Houses Cooperative. To ensure proper credit please list your unit number on your check or money order.

A \$75 late fee will be charged for the first late payment made in a twelve-month period, A second late payment would result in a \$75 late fee and a \$25 fine, and a third late payment will result in a \$75 late fee and a \$50 fine. Fourth late payment within a twelve-month period would result in a \$75 late fee, \$50 fine and your account are sent to the Cooperative attorney for eviction proceedings. Any payment made after the 10th must be in the form of a cashiers' check or a money order. Any payment made for a missed month's carrying charge after the end of the month must include the following month's carrying charge or it will be returned, such payments must be paid by cashiers' check or money order. Non-sufficient funds (NSF) checks or checks/payments returned from the bank for any other reason will be assessed a \$35 fee and late fees if applicable. Returned payments must be replaced with a money order or cashiers' check within 7 days of notification to avoid legal fees. Members must pay with a money order/certified check for a period of one year after one returned payment.

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

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

4.5 Tax Benefits:

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

4.6 Insurance Information:

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

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

Although the Cooperative maintains a broad range of insurance protection, there are certain important areas that are **not** covered by this insurance. The Cooperative's fire insurance does not protect your personal belongings or furniture. Nor does it cover the cost of temporarily living elsewhere if your unit is extensively damaged. The Cooperative's liability policy does **not** cover claims arising from accidents inside your unit or claims due to your negligence. To cover such items, you should obtain a HO-6 condo policy.

Members will be held responsible and shall reimburse the Cooperative for any loss suffered by the Cooperative, including insurance deductibles, for a loss caused by intentional or negligent acts of the Member, his/her family or guests. The member shall receive notice of the amount of the loss, which must be paid in 30 days. Any amount unpaid after 30 days shall be added to the member's account.

4.7 Management:

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

5. COOPERATIVE GROUNDS

5.1 Cooperative Grounds:

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

5.2 Parking:

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

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

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

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

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

257.252(10) "Before removing the vehicle from private property the towing agency shall notify a police

agency having jurisdiction over the vehicle being removed. The police agency shall determine if the vehicle has been reported stolen and have the vehicle entered into the law enforcement information network as an abandoned vehicle”.

Abandoned vehicle is hereby defined as:

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

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

The owner of vehicles removed from the Cooperative shall be liable for all towing and storage fees. The Cooperative reserves the right to fine members pursuant to the Rules and Regulations for violating the Parking Rules. *Prohibited areas in the cooperative: Parking in prohibited areas and fire lane is expressly prohibited and constitutes a health and safety violation. If you or your visitors park in the fire lane and if it can be determined that the vehicle is registered to your unit or the visitor is at your townhome, then you will be fined \$50.00 on the first occasion. The Cooperative also reserves the right to have your vehicle, or your visitors considered an unauthorized vehicle and towed from the prohibited or fire lane parking immediately upon discovery. Repeated violations will constitute a material breach of your Occupancy Agreement and provide the Cooperative with good cause to terminate your tenancy as a member. There is NO PARKING allowed in any entrance, by the dumpster, within 30 feet of stop signs, fire hydrants, intersections, fire lanes (curbs painted yellow.) No vehicle may block another vehicle. Security officers are authorized to have vehicles towed that are parked in fire lanes.

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

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

5.3 Automobile Repair:

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

5.4 Motorcycles, Recreational Equipment & Vehicle Storage:

Member's motorcycles must be parked in the member's numbered space, parallel to the curb. They are never allowed on sidewalks or on the lawn. Operation and storage of mini-bikes, high powered electric and gas scooters, go-carts, and snowmobiles are forbidden on Cooperative property. Vehicles may not be stored on Cooperative property. Trailers, boats, campers, recreational vehicles, and commercial vehicles over ¾ ton are not allowed on Cooperative grounds. Commercial vehicles or vehicles with company markings or advertisements weighing under ¾ ton are permitted to be parked in the center of parking lots not at the curb in resident, numbered or visitor spaces.

5.5 Flowers & Shrubs:

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

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

5.6 Rubbish:

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

Items such as boxes mattress, furniture, etc. must be placed in the bulk dumpster located at the end of Baker Street. This dumpster has a locking enclosure and can only be used between 9:00am-4:30pm Monday through Friday and 9am-9pm on Saturday. DO NOT place large items next to or inside the regular dumpsters or leave sitting next to the dumpster enclosure. Items found to be thrown over the fence will also result in fines. Violators will be subject to severe fine and possible eviction.

5.7 Spas/Swimming Pools and Summer Equipment:

Children's swimming pools may be placed in backyards only. They must be positioned far enough away from the unit so that water is not left standing by the unit when the pool is emptied. Pools may not be more than 6 feet in diameter or more than 15 inches in height. Pools must be supervised whenever in use. Do not leave pools unattended. Pools must be emptied daily and placed in the unit or against the building. Pools must be placed in different spots each day to prevent damage to the lawn. NO SLIP AND SLIDES are allowed. Inflatable hot tubs under 250 gallons are permitted outside only, for members with privacy fences from April to November. Only 4 empties and refills permitted each year.

Except for barbecue grills, propane fire pits and patio furniture, all summer equipment must be removed from patios by November 15th each year. Items such as lumber, building equipment, etc. cannot be stored in or around the unit. Camping tents are not allowed on Coop property except for the purpose of airing them out. They cannot be up for more than 24 hours. Rakes hoes shovels or any other gardening equipment must be kept in the back of the unit during the summer months. During the winter, these items must be stored inside the unit.

Hoses must be kept within the member's allotted 4-foot area in the front and/or back of the unit. It is strongly recommended that they be kept off the ground to prevent damage from lawn cutting. Hose keepers must be freestanding; they cannot be attached to the building.

5.8 Animal feeders:

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

5.9 Snow Removal:

When less than 4 inches of snow is forecast, maintenance staff will be out to clear the main roads and entrances to parking lots. In the event 4 or more inches of snow are expected staff will plow parking spaces as well. They will first completely clear the main roads and parking lot entrances before plowing parking spaces. Members are responsible to have their vehicles moved to allow staff access to plow these areas. This includes vehicles belonging to other household members and guests.

Staff will blow the truck horn when they can plow your area as we must remove the snow then lay salt to avoid possible slip and fall hazards. DO NOT MOVE your vehicle until you hear the horns. Members must move their vehicles in a timely fashion (within 10 min) after hearing the horn. Members may park in any RESIDENT space that would not interfere with the areas currently being plowed. The center area of the large parking lots would also be permissible. Be sure to move your vehicle back to your space as soon as the area has been cleared to allow space for fellow members. DO NOT PARK IN FIRE LANES or other areas designated as no parking.

PLEASE KEEP YOUR BUMPER AT LEAST ONE FOOT AWAY FROM THE CURB WHEN PARKING!

This will allow ample room for the tractor that is used to plow the sidewalks. We will make every effort to avoid damaging a vehicle however members must also make such efforts to ensure damages do not occur.

A \$25 fine will be added to the account of members failing to comply with the snow removal procedures. Vehicles that have not moved will have a violation sticker placed on the window. Those vehicles that remain after 24 hours have passed will be towed at the vehicle owners' expense. Vehicles found to be inoperable, without current plates or insurance, or those in violation of Branford policy may be towed with no warning.

Members planning an out-of-town trip during the winter months should plan regarding vehicles that will be remaining on property. It is suggested to store the vehicle of site at a relatives' home or have a trusted neighbor hold the keys for you just in case. Our priority must be safety and therefore vehicles found to interfere with the efforts to maintain the property in a safe manner will be removed.

Members are responsible to remove ice and snow from their porch and walkway leading to the sidewalk. We will continue to provide snow shoveling services at no cost for our elderly and disabled members that have no other person(s) residing in the unit that can perform the task.

Due to insurance reasons, staff members are not permitted to move a members' vehicle. We do understand it can be physically challenging to navigate after it snows especially for the elderly and physically challenged. For those members, we suggest moving their vehicles before the snow is predicted to arrive.

6. RESTRICTIONS OF GROUP LIVING

6.1 Group Living:

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

6.2 Smoke Detectors:

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

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

6.3 Clothes Dryer Exhaust Systems:

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

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

6.4 Energy Conservation:

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

6.5 Storage:

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

6.6 Noise:

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

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

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

6.7 Deliveries:

The Manager is not responsible for accepting delivery of merchandise or parcels. If you cannot be home when delivery is to be made, you might try to contact a neighbor to receive delivery. Members are permitted to install a secure package container designated by Branford-please contact the office for more information. The box must be installed within the front 4 foot area and must not obstruct the lawn service or be an eyesore. If merchants or service people are calling on you, it is your responsibility to make sure they park their vehicle in the appropriate parking area. (See Parking Section 5.2)

6.8 Signs:

Except when permission has been granted in writing, signs may not be exhibited at the Cooperative. This prohibition includes, but is not limited to, garage sale advertisements, political advertisements, and commercial advertisements. When selling a membership, outgoing members are NOT permitted to put signs in yards or windows.

6.9 Barbecue Grills:

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

6.10 Christmas Decorations:

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

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

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

6.11 Cable Installation:

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

6.12 Direct Satellite Dishes:

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

6.13 Fireworks/Decorative Patio Torches:

The use of fireworks of any kind is expressly prohibited. The use of patio torches, wood burning outdoor fire pits or similar devices is also expressly forbidden. Fire pits using propane gas are permitted.

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

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

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

6.15 Firearms and Weapons:

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

6.16 Curfew:

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

6.17 Flammable Liquids and Gas-Powered Machines:

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

6.18 Sleeping Quarters/Below Grade or Basements:

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

6.19 Conducting Business:

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

6.20 Criminal Activity:

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

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

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

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

6.21 Members Right to Peaceful Possession:

It will be considered a material breach of your occupancy agreement and subject you to possible termination of tenancy if your actions are responsible for the denial of other Cooperative Member's peaceful enjoyment of their town home. Note that the Cooperative has a duty under the terms of the Occupancy Agreements to provide every member of the Cooperative peaceful enjoyment of their own town home. If a member is causing other Members to be denied such peaceful enjoyment, it is the duty of the Cooperative to act against that Member. By way of example, the following activities by Members, their family members or guests may subject a member to termination of tenancy:

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

6.22 Use and Rental of Community Building:

The Community Building is for the exclusive use of the Members of the Cooperative and their guests for the purpose of celebrating family events and holidays. No commercial events, including events for private clubs and organizations, are permitted. **The Member of record noted on the rental agreement must be present onsite for the entire event.** Said member is responsible for the conduct and behavior of their guests. All damages to Cooperative property both inside and outside the Community Room is the monetary responsibility of the member, as are fines imposed due to violating the Community Room Rules, damages not noted on the inspection form as well as fees charged for failing to thoroughly clean after the event. Such amounts are determined solely by Branford and/or its representative(s). You are renting the indoor space of the hall, not the outside space. Bouncy houses, petting farms, RV arcades, etc. NOT PERMITTED WITHOUT prior authorization and insurance riders adding Branford as an interested party. **Alcoholic beverages are NOT allowed.** Smoking is only permitted outdoors. Members choosing to hire a DJ understand the clubhouse doors must remain closed when DJ is active. The deck area can be used for general purposes but should NOT be considered as a main venue. Do not sit on the deck railings. Excessive noise levels will not be tolerated, and noise complaints will result in a \$100 fine being charged in accordance with the Rules and Regulations. No outside signs are allowed on the Cooperative premises. Members shall advise their guests as to the locations of the community room. Members using the Community Building agree to be bound by the Community Building rental contract and agree to the following rules:

1. The community room is available for rental on weekends excluding holidays on a first come first served basis. Rental of the clubhouse is a privilege. Those members that fail to abide by these policies may be denied future rental privileges. The maximum number of guests is limited to 94 people by order of the Taylor Fire Department.
2. Reservations must be made at the Cooperative Office. To secure a rental date, the Member must complete a clubhouse rental agreement and pay a \$175.00 non-refundable rental fee by money order to Branford Towne Houses Cooperative. A self-check-in policy has been adopted by the Cooperative. The front door lock is digital. The members will enter a 4-digit code to gain entry to the clubhouse. The digital code will include one or two zeros to be followed by the members unit number. (ex. Unit number is 54br, the digital code to gain entry will be 0054, unit number is 176br, digital code is 0176.) The digital code will be activated for the date of rental listed on the rental form beginning at 9am and ending at 11:59pm. They will not have access before or after these times.
3. Members must perform their own walk-through inspection. Inspection sheets for Saturday and Sunday rentals will be placed on the cork board next to the office doors. Please be sure to take only the inspection form for your rental. 2 large trash bags and 2 small trash bags will be supplied for each rental. Saturday rentals are reminded to install supplied trash bags in garbage cans for the following day rental. Known issues will already be noted and initialed on the inspection sheet. Any additional issues found by the member should be noted on the form and the member **MUST** contact after hours maintenance (313 292 4624) to report these issues. Claims of damaged items, unclean area, etc. must be verified by an on-call maintenance person. Failure of verification may result in the member being held financially accountable for said damages. The security alarm for the community room will not be active, however the system will be armed for other areas of the building. DO NOT attempt to open doors other than the bathrooms and the storage room holding the tables and chairs. In the event an alarm alerts and the police department responds a \$50 fee will be charged to your account.
4. **DO NOT MOVE THE FURNITURE. The furniture must remain in its current location otherwise a \$100 fine will be incurred. Do not sit on the couch-arms or tables. Do not move, tamper with, attach anything too security lights, security cameras, Wi-Fi booster in ceiling or light fixtures.**
5. Upon completion of the event, the building and its contents must be returned to its prior condition and cleaned as instructed. Members renting the hall must store the tables and chairs as they were found. 12 Round Tables, 11 8ft rectangular tables, 80 grey cloth chairs. DO NOT BLOCK EITHER DOOR IN THE STORAGE ROOM. Both doors must be able to open fully. You must have the clubhouse cleaned and returned to its pre-event condition by 12am to comply with Cooperative Policy. Failure to comply may result in a citation, or fine imposed by Branford.

Cleaning consists of the following:

- A. Vacuum Rugs. (we **do not** supply the vacuum)
- B. Mop tile floors in main hall, bathroom, kitchen, and entry way. (Mop and bucket are supplied)
- C. Wipe down the counter tops.
- D. Clean appliances.
- E. Clean restrooms
- F. Wipe down all tables and chairs.
- G. Wipe excessive handprints on windows/doors.
- H. **ALL TAPE MUST BE REMOVED FROM WALLS, WINDOWS, CEILING, ETC.**
- I. **Remove all trash from trash cans including bathrooms.**

6. Cleaning products are not supplied. Any cleaning not performed by the Member will be charged to the Member at the rate of \$50 per hour of cleaning time. The Cooperative has adopted a self-checkout policy. The member agrees to exit the clubhouse at the time given on the rental agreement. The building must be cleaned and vacant by 12am to avoid a \$100 fine. The members must ensure all doors and windows are locked and lights turned off. Failure to properly secure the clubhouse will result in a \$100 fine. Members will NOT have the option to repair damage or clean after the day of rental. Members will be notified by mail of any charges added to their account.

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

6.23 Complaint Procedures:

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

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

6.24 Pet Policy:

This policy must be followed by all members and pertains to all pets including those pets previously registered. Effective January 1, 2015, dogs and cats will be permitted as pets. The term "pet" refers to domesticated dogs weighing 25 pounds or less, full grown, no exceptions and cats. Effective September 4, 2019 the registration fee for a pet is \$200 plus an additional \$100 fee if a second pet is added while the first pet is still registered as living in the unit. Fees are subject to change with proper notice. Members are permitted to have no more than 2 cats at one time or may have 1 cat and 1 dog, 2 dogs are NOT permitted. Pets may not be replaced without going through the registration process again. Failure to abide by the rules and regulations may result in fines, revocation of pet permit requiring immediate removal of pet as well as loss of membership and occupancy. The pet permit allows only for the pet(s) described on the form. It does not permit pet visiting/sitting of any kind other than assistance animals needed by visitors with disabilities. Exceptions are made regarding the accommodation for the disabled.

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

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

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

2. **Control of Pets:** Cats are permitted outside but must always be on a leash. For no reason whatsoever are they permitted to roam the property not even within a members’ privacy fence. When transporting they must be secured inside a pet carrier. Dogs are permitted outside the unit for pet purposes such as exercise, play, etc. However, they must be on a leash not to exceed 6 feet in length and must be accompanied by and under the control of the pet owner always, or another person capable of controlling the animal. They must never be left unattended as this poses a hazard to both the dog and fellow members. Leashes must not be attached to trees, shrubs, meter boxes, utility poles, etc. It is the members’ responsibility to ensure they are following all city ordinances.

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

3. **Responsibility:** Members are responsible for the behavior of their pets and must assure their pets do not become a nuisance or menace to other pets, persons, or property. Pets are not permitted to make loud or unreasonable noises that may be disturbing to fellow members of the Cooperative. Members are financially responsible for all damages and/or injuries caused by their pet. By registering, they agree to indemnify and hold the Cooperative harmless from any liability. Members agree to reimburse the Cooperative for damages, judgments, costs and/or attorney fees incurred by the Cooperative because of damages/injuries. Pets found to have injured anyone must be removed from the property within 24 hours of incident. Pet owners promise to reimburse fellow members for any costs due to damages caused by their pet.

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

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

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

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

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

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

There may be no more than two pets registered per unit-two cats or one cat and one dog under 25 lbs. Failure to abide by the rules and regulations may result in fines, revocation of pet permit requiring immediate removal of pet as well as loss of membership and occupancy.

6.25 Changes in Family or Household Composition:

After the Members initial occupancy any changes in family composition must be reported to the Cooperative office immediately. Members are required to update the office in the event someone moves into or out of the home. Members failing purposely to update their family composition to have additional vehicles or for other improper purposes, may result in fines, improperly parked vehicles being towed, legal action. Verification of tenancy may be requested in such circumstances. Any adult over 18 that wishes to be a resident must pay a fee to be determined by the Board of Directors for a criminal background check. Failure to meet the criteria as stated in the Member Selection plan is grounds for denial of occupancy. Failure to notify the cooperative of any such changes in a timely manner constitutes a material breach of the Occupancy Agreement. The member may not add additional residents to over utilize the townhome; limit of 2 people per bedroom plus one additional person. Any individual guest who stays continuously for a period exceeding two (2) weeks or any guest that spends three (3) or more nights on a continual basis is considered an unauthorized occupant and constitutes a material breach of this Occupancy Agreement.

6.26 Premises to be used for Residential Purposes Only

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

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

6.27 Yard Sales:

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

6.28 Harassment Policy

It is the policy of Branford Towne Houses Cooperative that harassment or intimidation of a tenant, staff person or guest because of that person's race, color, national origin, religion, sex, disability, familial status, or sexual orientation, will not be tolerated and could be grounds for termination of tenancy.

Discriminatory harassment and intimidation are violations of the fair housing laws and are specifically prohibited. Harassment and intimidation include abusive, foul or threatening language or behavior. Tenants who experience or witness such conduct are strongly encouraged to report it to the Cooperative Office. Staff who witness or learn of possible discriminatory harassment or intimidation or receive a complaint from a tenant must take it seriously and respond promptly according to the procedures outlined in this policy.

Retaliation: We will not tolerate retaliation by staff or tenants against

- (1) any tenant who complains of discriminatory harassment or intimidation or
- (2) any witness who supports a claim of discriminatory harassment or intimidation.

TENANT PROCEDURES

If you experience or witness what may be discriminatory harassment or intimidation, you are strongly encouraged to address or report any incident according to the following procedures: In cases of emergency, such as immediate threat of bodily harm, call 911. If you are the victim of a hate crime such as vandalized property or a threat of harm to yourself or your property, contact your local police department's hate crime unit. If you feel safe doing so, ask the person doing the harassing to stop the behavior. Report the problem to Joy Greene, Property Manager, 9775 Pine, Taylor, Michigan (313)292-0810, or Dino De Mare (248)644-4650. Staff will take your complaint seriously and get back to you after looking into the matter. If you believe staff is failing to take appropriate action regarding your complaints of discriminatory harassment or intimidation, contact Professional Property Services, 30300 Telegraph Road, Suite 205, Bingham Farms, Michigan 48025 (248)664-4650, or a fair housing agency in your area. If you believe that the tenant you complained about or any other tenant or guest is treating you badly because you complained about discriminatory harassment or intimidation, report that behavior to staff immediately. If you believe staff is treating you unfairly after reporting discriminatory harassment or intimidation, contact Professional Property Services, 30300 Telegraph Road, Suite 205, Bingham Farms, Michigan 48025 (248)664-4650, or a fair housing agency in your area. If you have any questions regarding your rights and responsibilities under the fair housing laws, contact a fair housing agency in your area.

6.29 Prohibition to the Use and Cultivation Of Marijuana or Medical Marijuana

Members, their family members, and/or guests are prohibited from smoking, cultivation, distribution, processing, sale or display of marijuana or marijuana accessories. Such violations are considered a material violation of the Occupancy Agreement. This provision is pursuant to Michigan Statute MCL 333.26427(C)(3) and section 4 of the Proposal 1 initiative passed by Michigan voters on November 6, 2018.

7 FINES AND PROCEDURAL MATTERS

7.1 Fines for Violations of the Rules and Regulations:

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

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

7.2 Procedure for Imposition of Fines:

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

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

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

7.3 Future Modification:

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

7.4 Revocation of All Prior Rules and Regulations:

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

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

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

7.6 Assessment of Legal Fees and Costs:

The Cooperative is a non-profit, and as such the membership should not bear the cost of attorney fees and other costs incurred by the Cooperative due to the actions of individual members. Therefore, the Board of Directors has the discretion to determine when the actual cost of attorney fees and other costs shall be assessed to the account of the offending member(s).

8 ANNUAL MEETING & ELECTION INFORMATION

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

8.1 Voting Eligibility:

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

8.2 Attendees:

Non-Members can attend the Annual Meeting by invitation of the Board of Directors.

8.3 Candidate Declaration:

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

8.4 Nominations from the Floor:

No nominations will be accepted from the floor during the Annual Meeting.

The Cooperative newsletter published in March will carry the candidates' resumes and the Agenda for the Annual Meeting.

8.5 Early Voting:

Absentee Ballots. A member may vote by a recorded absentee ballot if he or she is unable to attend the Annual Meeting for any reason. A member may request an absentee ballot and may have the ballot made available to him or her by either (1) picking it up from the main office; or (2) indicate in writing if it is preferred the ballot mailed to the member's address of record. Upon receipt of the absentee ballot, the member may then cast his or her vote by marking it appropriately and forwarding the completed ballot by either mailing it in the envelope provided to the main office or by delivering the completed ballot to the designated depository by the deadline provided. No absentee ballots shall be opened until the commencement of the Annual Meeting.