

**LEXINGTON TOWNHOUSES COOPERATIVE  
RULES AND REGULATIONS  
REVISED AS OF JANUARY 2021**

**AIR CONDITIONERS**

1. All air conditioners must have written approval of the Board of Directors Prior to installation.
2. An air conditioner may NOT be installed in any second floor window that is directly or partially over the door
3. You must install clear Plexiglass only in the window area above the unit.
4. Attachments or holes of any type cannot be made to the exterior of the building.
5. The air conditioning unit must be installed so that the condensation will drain to the exterior of the building.
6. Air conditioners cannot be installed prior to May 15<sup>th</sup> and must be removed no later than October 15<sup>th</sup>.
7. No through-wall installations are permitted. No lines can extend through basement windows.
8. Central air conditioners must be installed by a licensed and insured heating and cooling contractor. A permit from the City of Warren is required.
9. Condensers must be a minimum of two feet from the back of any unit.

**ALTERATIONS TO UNITS**

As stated in the Occupancy Agreement, the member shall not, without the written consent of the Corporation, make any structural alteration in the premises or in the water, gas, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.

If the member for any reason shall cease to be an occupant of the premises he shall surrender to the Corporation possession thereof, including any alterations, additions, fixtures and improvements.

The following is required to make home improvements:

1. An alteration form from Lexington Townhouses Cooperative must be completed.
2. Receipt of the signed alteration form by Management and/or Board of Directors gives the applicant the opportunity to start the construction.
3. All electrical/plumbing /heating & cooling work must pass City inspection. A copy of the inspection report must be submitted to the Management Office.
4. The following alterations are allowed but not limited to:

- A. Basement ceiling tile and light fixtures
- B. Basement floor tiles
- C. Backyard patios
- D. Brick pavers – patio area only
- E. Kitchen cabinets
- F. Microwave
- G. Kitchen flooring – laminate or ceramic tile
- H. Bathroom flooring – laminate or ceramic tile
- I. Paneling/drywall – basement only
- J. Fences – See “Fences”
- K. Shower doors and ceramic tile
- L. Bathroom vanity
- M. Upgraded kitchen and bathroom faucets
- N. Upgraded sinks and/or countertops for the bathrooms and kitchen
- O. Central air conditioning and/or new compressor
- P. Air cleaner on the furnace
- Q. Humidifier on the furnace
- R. Exhaust fan in the bathroom (cannot vent through the roof)
- S. Bedroom ceiling fans or additional lighting
- T. Retractable awnings
- U. Interior light fixtures
- V. Manufactured mirror doors
- W. Upgraded medicine cabinets
- X. Thermopain window atrium – REAR only
- Y. Upgraded “3” base and case molding
- Z. New interior doors

### **ANIMAL FEEDING**

Members are not allowed to place food outside of their units, example: bird seed, bread, nuts or any other type of food. This attracts rodents. Bird and squirrel feeders are not allowed. No exterior shelter should be provided for stray animals. Should there be a stray animal in the area, please contact the Warren Animal Control.

### **APPLIANCES**

The Cooperative is responsible for repair and replacement of the stove and refrigerator. Member will be charged when abused, misused or neglected. The Cooperative is not responsible to maintain appliances that were purchased by a member or past member.

### **AWNINGS**

Permission for the installation of an exterior awning, in the back of a unit only, will only be granted with prior approval from the board. Guidelines are available at the office.

## **BASEMENTS**

Moisture on the walls inside the basement is most likely caused by condensation. Condensation usually occurs on warm, humid days when humid air comes in contact with cold surfaces such as water pipes, toilet tanks, or cold walls or floors. Settling and shrinkage may cause your basement walls to crack. This should not affect the water-tight seal on the exterior of the walls. If the wall cracks enough to allow water to come in, note the location by marking it with a pencil and report it to the Office as soon as possible. Most basement cracks can be repaired by patching the interior, but some may require more extensive work by a contractor. Never store valuables in the basement. Lexington Townhouses is not responsible for any items stored in your basement.

## **BALL PLAYING**

1. Plastic bats, ball, Nerf and waffle balls **ONLY** will be allowed within the confines of Lexington Townhouses
2. NO softball, hard ball or tennis balls are allowed. Soccer or football in Nerf form only is allowed.
3. Balls are NOT to be bounced off of buildings
4. No organized sport playing is allowed, including street hockey, baseball, football and basketball. No nets or ramps are to be setup in the streets of parking areas.

## **CABLE TELEVISION**

Cable television is available from Comcast/Xfinity and Wide Open West. Cable lines are not permitted to be on the exterior of the building. Wires can not be installed through the brick or siding. All cable bills and installation are the responsibility of the member.

## **CIRCUIT BREAKER PANEL**

The electrical panel is located in the living room of the one-bedroom units and in the basement of all other units. To reset an electrical breaker push the switch all the way to “off” position, then pull the switch back to the “on” position. If an additional circuit is required for the installation of an electrical appliance, it must be installed by a licensed electrician and the contractor must obtain a permit from the City of Warren. You must also submit an Alteration Permit to our office. You must keep a three-foot clearance around the circuit breaker panel at all times, as required by the City Code. The panel must be accessible at all times.

## **DOORS**

The Cooperative is not responsible for the replacement of interior doors.

## **ENVELOPES**

Pre-addressed envelopes will be provided for mailing carrying charges. It is advisable to put check or money order in an envelope even when hand carrying the payment to the office.

## **ENTRY INTO YOUR TOWNHOUSE**

All dwelling units within the Cooperative are keyed to a master system. The member is strongly advised not to replace or add any locks that are keyed differently. A permit must be obtained prior to changing any lock and you **MUST** provide a key to the office and the member will accept liability for the damage caused to your door in case of an emergency.

## **EXTERIOR MAINTENANCE**

The Cooperative is responsible for the exterior maintenance of the unit. Members will be responsible for any damage to the exterior of the unit should any items be attached and/or removed on the outside of the building.

Members are **NOT** permitted to paint their front and back doors any other color than white. Doors, shutters, gutters, mailboxes and porch lights must not be altered in any form.

## **EXTERMINATOR**

If a member needs an exterminator, please contact the office. There is no charge for this service. However, the member will be charged if the problem is caused by member negligence. In addition, the member will be charged for services to remove bed bugs, fleas, cockroaches, etc.

## **FENCES**

If the proposed fence conforms to all of the following regulations, the member will be granted an authorization permit.

1. Construction must be Shadow Box design only. (Drawing is included in this handbook).
2. Dimensions: The top of the fence must not exceed five (5), six (6) inches from the lowest point of the ground at any location. The length of the fence must be sixteen (16) feet from the rear of the dwelling and cannot exceed this length.

3. Fence material must be cedar or wolmanized lumber. Fence posts must be 4 x 4 wood posts or galvanized steel with cedar or wolmanized lumber. The fences must be stained, not painted. The members are responsible for staining their own fences and may be directed to do so by the Property Manager or Board of Directors. Members must contact the office to obtain the approved color of stain. The stain can be purchased from the maintenance department.
4. Fences must not be attached to dwelling, but must be immediately adjacent to the building.
5. The proper maintenance of enclosure areas including lawn care, flower beds, etc., and the fence in its entirety will be the responsibility of the unit member.
6. If necessitated by unkept lawn or shabby appearance, the Property Manager/Board of Directors can direct the maintenance department to take necessary measures to correct this problem. Should corrective measures be necessary, this defaulted member will be notified in writing as to the nature of the repairs ten (10) days prior to the maintenance department making the repairs and if the member does not correct the stated defect, he/she will be charged for material and labor and be billed on his next month's carrying charges.
7. The first member to erect a fence approaches neighbors on both sides and asks whether or not they would like to share the cost of the fence. It is understood that either neighbor can at anytime share the common fence between the yards with obligation to pay, if they enclose any additional part of their yard.

### **FINES**

Fines will be assessed but NOT limited to the following items:

1. Abandoned vehicles (must not be on the property for more than 24 hours).
2. Ball playing/Basketball Playing/Football Playing
3. Rollerblading/Skateboarding
4. Bumper hitching
5. Continued disturbances (loud noise, unruly children, barking dogs, etc.)
6. Destruction of Townhouse property
7. Improper disposal of garbage
8. Pet violations
9. Snowball throwing
10. Removal or destruction of landscaping
11. Failure to remove decorations within 30 days of the holiday
12. Violating swimming pool rules
13. Improper parking
14. Speeding
15. Failure to comply with any of the rules and regulations

A written notice will be issued and the member is asked to comply. Failure to comply will result in a second violation notice with a \$50.00 fine. If a third violation notice is necessary, a \$100.00 fine will be assessed. The fourth written warning will include a \$150.00 fine and subsequent eviction proceedings.

All fines levied against a member are due and payable with the next regular monthly carrying charge unless the member submits a written appeal to the Board of Directors.

### **FIXTURES**

Any change in electrical or plumbing fixtures must be approved in advance by obtaining an Alteration Permit from the Office. The licensed contractor must obtain a permit from the City of Warren. The Cooperative is not responsible for repairs to a member's improvements. Should a repair be made, the service will be charged to the member.

### **FLAMMABLE ARTICLES**

It is dangerous and illegal to store any type of flammable substance in your townhouse. Gasoline, paint thinner, chemical cleaners, or any other substance of this nature could cause a fire if stored or used in your townhouse.

### **FURNACE**

All units are heated by a gas forced air furnace. All care and maintenance of the furnaces is provided by the Cooperative with the exception of the following improvements: improvement thermostat, humidifier, air cleaner or air conditioning. These are the member's responsibility to maintain and repair.

Disposable furnace filters should be changed every six months and are provided by the cooperative. A three-foot clearance must be maintained around the furnace, as a protection from fire hazards. Remember that your furnace and water heater both have open flames and the fumes from flammable substances can be ignited by the pilot lights. Storing motorcycles or any other gasoline engine in your townhouse is forbidden by law.

### **GARBAGE DISPOSALS**

Be sure to have the cold water running while the disposal is in operation. Avoid placing onion peels and celery into the disposal.

## **HANDRAILS**

Members will be allowed to install front porch black wrought iron rails as long as a signed Authorization Permit is received and the rails are installed no less than 36 inches apart at the base and no less than 36 inches at the top of the steps. The maintenance Department will inspect the installation prior to final approval of the modification.

## **HOUSEKEEPING**

All units are to be cleaned on a regular basis. All doorways and staircases must be clear of items. At no time, will a rodent and/or insect infestation be tolerated. Hoarding or unsanitary living conditions will be addressed immediately and could be subject to eviction.

## **INSURANCE**

All members must provide proof of insurance at the time of initial occupancy and verify at the time of renewal. The required amount for personal liability must be at a minimum of \$200,000.00 and personal contents coverage at a reasonable rate.

## **LANDSCAPING**

Any member found destroying or damaging any landscaping will be fined as well as be made to pay for any replacement that should be needed. We ask all members to help keep the grounds attractive by watering the area around their unit. Permits are required for the planting of additional trees and evergreens. Vegetables plants must be in planters and kept in the backyard only. No compost piles are allowed.

Those residents that live in an end unit may continue their flowerbed around the side of the building. However, it can not extend past the brick of the building. The flowerbed must not exceed 36" from the building. Plantings must not exceed the distance of the front porch.

All flowerbeds must be kept in a weed free condition. Should a member wish to have a shrub removed or replace, they must obtain permission from the Board of Directors. At no time should a member's landscaping encroach into the common grounds. Members are not allowed to store items on the common grounds. No lawn ornaments are allowed without Board of Director approval.

## **LATE CHARGES:**

Carrying charges are due on the first (1<sup>st</sup>) of each month and are late after the tenth (10<sup>th</sup>) at which time a \$50.00 charge will be assessed. This late charge is to be paid with the next month's carrying charge or the carrying charge will not be accepted.

1. First time delinquencies will be assessed a \$50.00 late charge.
2. Second delinquency will receive a \$75.00 late charge and a warning letter.
3. Anyone delinquent a third time will be assessed a \$100.00 charge. The late charge will continue to increase at \$25.00 increments (up to \$150.00) per occasion.
4. NSF and/or stop payment checks will be assessed a \$35.00 fee.

These policies will run concurrent with the fiscal year, which is from January 1, through December 31.

### **LOCK OUT CHARGES**

There will be no charge for lockouts with the following exceptions:

1. During normal working hours – the maintenance staff will perform this service free of charge unless it becomes a frequent occurrence.
2. After office hours – there will be a service charge of \$50.00 after 5:00 p.m. on weekdays, weekends and holidays.

This fee must be included with the next month's carrying charges.

### **MEMBER COMPLAINTS**

Members wishing to make a complaint against another member for a Rule and Regulations violation are required to **submit a written complaint to the Board of Directors**. We ask that each member approach the other member on all problems before coming to the Board with the problem. The Board will then look into each complaint, only if it is in writing and take the appropriate action.

### **MOTORIZED BIKES**

1. All forms of motorcycles are to be parked on paved streets, NOT on lawns or sidewalks. Members are to park their bike crossways of the parking space in front of their car and are NOT to allow motor bikes to occupy a visitor spot or their parking spot by itself.
2. All motorized bikes (e.g. motorcycles, mopeds, etc.) may also be parked in rear fenced in areas, provided that they are not to be started or operated on other than city streets.
3. Motorcycles may not be washed on grassy areas.



## NOISE ABATEMENT

No work or excessive noise will be tolerated before 8:00 a.m. or after 10:00 p.m. Monday through Sunday. This includes excessive noise from car stereos.

## OCCUPANCY

Your unit at Lexington Townhouses must be your primary residence. If you are considering having a relative or friend stay in your unit, please keep the following in mind:

1. A visitor is considered a person who stays for no more than 24 hours.
2. If you wish to have anyone stay with you for more than 7 days, you must have written permission from the Board of Directors.
3. No person with a criminal background will be allowed to stay in your unit.

## OUTDOOR FURNITURE AND SWIMMING POOLS

1. Each evening, lawn furniture, hoses, bikes, toys, barbecue grills and all other outdoor equipment must be stored in the rear of the dwelling unit.
2. Water in all swimming pools must be emptied daily and the pool stored in the rear of the dwelling unit and must be stored inside the unit after October 31<sup>st</sup>. Pools must not be larger than 3 foot in height and 6 foot in diameter.
3. Excessive water use can be charged to unit.
4. Hot tubs are not allowed at Lexington Townhouses.

## PARKING

1. All parking on the Cooperative's property is to be done within the painted lines where provided. There shall be only one "Reserved" parking space per unit which is marked with your address. Due to the limited amount of parking space available, there are enough spaces for only one vehicle per unit
2. Members who own two (2) vehicles are permitted to use a visitors spot for one of these vehicles on a first-come, first-sere basis for not more than **24 hours**.
3. Parking is available on the following municipal streets: Busko, Evelyn, Farnum and Marcia
4. No inoperable vehicles of any type may be brought or stored upon the Cooperative premises either temporarily or permanently. **Commercial vehicles and recreational** vehicles may be parked **NO MORE THAN 24 HOURS for loading and unloading. This includes boats, trailers, campers, motor homes, etc.** Use of motorized vehicles anywhere on the Cooperative premises, other than passenger cars, authorized maintenance

vehicles and commercial vehicles as provided in this section if absolutely prohibited.

5. Any vehicles not displaying a current license plate/or abandoned will be ticketed and/or removed from the Cooperative at the owner's expense.
6. Motor vehicles are not to be washed on sidewalks or lawns. Cars may be washed in your respective parking lot or in the streets only.
7. There will be no oil changes, grease jobs or other major motor or body repairs to vehicles within the confines of Lexington Townhouses.
8. Parking or driving on sidewalks or grassy areas is strictly prohibited and will result in an assessment of \$100.00, plus damages. This includes vehicles used for move-in and move-out.
9. Anyone parked illegally in front of a garbage bin on pick-up day, thus requiring a special pick-up for which the Cooperative is charges, will be charged for this special pick-up on their next month's carrying charges.  
**Members are responsible for their visitors vehicles at all times.**
10. It is illegal to park cars in entrances or to double park.

### **PATIOS**

1. All patios must be individually approved by the Property Manager/Board of Directors and must comply with the city regulations and codes.
2. Poured concrete patios must be thirty (30) inches from the building, with a 12" rat wall, to allow work to be conducted if necessary.
3. Patios are considered structural changes; therefore, an installation alteration form must be secured.
4. In the event your backyard and/or building needs work, please be advised that your patio, and/or pavers patio blocks may need to be removed at your expense.
5. Patio blocks are allowed.
6. No patio can extend beyond the 16 x 20 perimeter of the backyard.

### **PEACEABLE POSSESSION**

As stated in the Occupancy Agreement, In return for the Member's continued fulfillment of the terms and conditions of the agreement, the Corporation covenants that the Member may at all times while the agreement remains in effect, have and enjoy for his sole use and benefit the property, may enjoy in common with all other members of the Corporation the use of all community property and facilities of Lexington Townhouses.

### **PETS**

All members of the Cooperative, being residents of the City of Warren, will obey the ordinances of the city which pertain to the ownership of pets. These ordinances will also be superseded by additional Townhouse rules and regulations. The complete regulations are as follows:

1. **Only one (1) cat or dog per housing unit will be ALLOWED.**
2. Attack dogs or other animals considered dangerous. At no time will any animal be trained to attack people.
3. Approval from the Lexington Townhouses cooperative Board of Directors must be obtained prior to acquiring a pet. At that time, the type or breed of the animal will be stated and permission to have the animal in the Townhouses may be given. This permit to acquire an animal will be valid for 90 days and must be followed up with proper registration as stipulated by the City of Warren and Lexington Townhouses.
4. All appropriate pets must be licensed with proper vaccinations and registered with the City of Warren. This proof must be submitted on an annual basis. (Animals not required to be licensed will still have to be registered with the Cooperative.) Members already owning pets with city licenses must register those pets with the Lexington Townhouses Cooperative. Member owning pets that are not licensed must license the pet and register it. The cooperative registration is \$50.00.
5. All animals must be on a leash and remain in the control of the responsible member or a responsible person so designated by the member. At no time will any animal be allowed to run loose.
6. Animals causing annoyances or disturbances to members by frequently and habitually barking, howling, yelping, or making other loud noises will not be tolerated
7. All animals must be indoor pets. Doghouses or other outside living quarters for animals are not allowed.
8. Members owning pets will make themselves familiar with city ordinances governing the animals biting or otherwise injuring citizens and fully comply with these ordinances. A copy of the ordinances may be obtained from Warren City Hall.
9. Members will be required to see that animal waste at no time creates health problems or nuisance to other members. Pet waste must be cleaned from the backyard on a daily basis. Wastes deposited on Cooperative property must be disposed of by the owner of the pet immediately. The waste must be placed in the garbage bags that the cooperative provides.
10. Pets must be maintained in a fenced in backyard only. **If the pet is not in the rear of the unit, it must be kept on a leash and accompanied by a responsible member.**
11. Should a pet bite incident occur, the animal must be removed from the cooperative.

Having a pet is a privilege in this type of housing. The rules set forth in these pet regulations are to protect both the pet owners and their neighbors. Compliance is mandatory. The Board of Directors reserves the right to order removal of any animal due to any of the pet violations.

## **PLAY AREAS**

1. Playgrounds are open for summer months from 9:00 a.m. until 9:00 p.m. and during winter months from 9:00 a.m. until 5:00 p.m.
2. Should a member of a member's family or **guests** damage any Cooperative property, the member will assume the cost of the necessary repair including labor.
3. All playground areas will be limited to children under the age of twelve. There is to be **NO** gathering of groups.
4. No permanent play structures will be allowed without approval from the Board.

## **PLUMBING**

The maintenance staff will maintain the plumbing in your unit. Since repairs can be expensive, the member will be charged if the problem was caused by neglect. Report all leaks, toilet obstruction and other plumbing problems to the maintenance department as soon as possible. If extensive work is needed, keep in mind that the cooperative will not remove or replace any improvements in the unit. Such as; finished basements, or patios.

Do **NOT** throw items such as napkins, disposable diapers, cigarette butts, feminine products, etc. into the sewer system. These do not break down in the sanitary lines. If a sewer back up is caused by improper use and can be attributed to a specific member, that member will be held financially responsible for all damages and plumbing repairs.

## **RECYCLING**

The City of Warren provided each resident with a plastic recycle bin for recycling. All plastic, glass and tin cans should be clean and placed in the bucket. The buckets should be placed near the garbage bin in your area on Monday evening. The buckets will be picked up by the City of Warren Sanitation Department on Tuesday mornings. Members must remove the bins from the grounds by Tuesday evening.

## **REPAIR OF VEHICLES**

No major repairs, over two hours to complete, will be permitted in any Cooperative parking lot. If a minor repair is needed, less than two hours, the following must be noted:

1. The vehicle must be in the residents assigned parking space.
2. The vehicle must be firmly supported at all times while making the repair
3. A responsible adult must be in attendance at all times while a vehicle is elevated to keep children out of danger.
4. No vehicle, including a two-wheeled motorized vehicle, will be placed partially or completely on a curb, sidewalk or lawn at any time.
5. All dirt, oil, grease, unused parts, tools, etc. must be removed immediately after completion of any repair.

6. Care must be taken not to spill gasoline or solvents on the parking lot surface.
7. Damage to Cooperative property caused by a member and/or their guest will be the liability of that member.

### **REFUSE COLLECTION**

All members are to use the garbage bags that the cooperative provides.

1. All rubbish must be placed in garbage bins areas in plastic bags that are securely tied.
2. Garbage bins are to only be used when they are unlocked.
3. Items too large for plastic bags must be placed in the dumpsters by the maintenance building.
4. Discarded furniture and appliances should be placed to the side of the dumpster in front of the maintenance building. The maintenance department should be notified of such items. Elderly or disabled members may contact the maintenance department for assistance.
5. NO trash is to be left in bags outside of the unit.
6. All residents are assigned a recycling bin from the City of Warren. Recyclable items must be placed in the proper container and proper locations adjacent to the dumpster bin located in your court area. After pick up, the recyclable bin must be removed by dusk on the evening of pick up day.

### **RESIDENTIAL PURPOSES ONLY**

As stated in the Occupancy Agreement: The member shall occupy the dwelling unit covered by the Agreement as a private dwelling for himself/herself and his immediate family, and for no other purpose, and may enjoy the use, in common with the property and facilities of Lexington Townhouses Cooperative.

### **SATELLITE DISHES**

An Alteration Permit is required prior to installation. Satellite dishes are only permitted in the front flowerbed or in the backyard area. Satellite dishes cannot be attached to any part of the building structure or attached to backyard fences. Satellite dishes must be mounted on a post, no higher than 5 foot. Dishes must not exceed 39.37 inches in diameter. Members are responsible for the maintenance and upkeep of their own satellite dish and are responsible for all damage from installation and usage.

### **SECURITY CAMERAS**

Exterior security cameras are not allowed. You cannot drill or have attach anything to the exterior of the buildings. Video doorbells are allowed. They can only be installed where the doorbell is currently located on the front of the unit. An alteration permit must be submitted prior to installing a video doorbell or interior security cameras.

## **SHEDS**

1. Approved permits are required for all sheds **PRIOR** to their installation.
2. **NO** combustibles are to be stored in your basements. They are to be in sheds only.
3. Sheds must be on a cement slab at least four (4) inches in thickness with a 24” rat wall, and 30 inches from the building.
4. Maximum height must not exceed 6 feet from the ground level.
5. All sheds must be constructed of wood or a suitable plastic
6. Wood sheds must be stained in the approved fence color to keep within the aesthetics of Lexington Townhouses Cooperative.
7. All sheds must be properly maintained.
8. The Board of Directors reserves the right to order removal of sheds if stipulations are not followed.

## **SIGNS**

Political signs can be displayed 30 days prior to election and must be removed the day after the election. Political signs are not to be placed on the common grounds. For sale signs are not allowed. Signs for an open house will be permitted with Board of Director approval. The sign will be allowed from Friday 5:00 p.m.until close of business on Sunday.

## **STORAGE UNITS**

Portable storage units are only allowed to be stored in the members parking space for no longer than 72 hours for loading and/or unloading. Members are to notify the office prior to obtaining a portable storage unit.

## **SMOKE DETECTORS**

All smoke detectors must be in working order. Test your smoke detectors on a regular basis and when you replace the batteries. You will be charged a \$25 service charge for any smoke detector that is found to have missing batteries, not functioning, or disconnected.

## **SNOW REMOVAL**

All residents will be responsible for the removal of snow and ice from their front porch, steps and the walkway leading to the sidewalk. Should we have a snow accumulation of 2” or more, the Maintenance Staff will clear the sidewalks. All vehicles must be moved from the parking lot areas when we experience snow accumulation of 4” or more so that the Maintenance staff can plow the snow from the parking area. **All vehicles not moved will be subject to a fine.**

## **SUBLEASING**

As stated in the Occupancy Agreement, NO subleasing will be allowed. Violation of this provision shall result in termination and forfeiture of the Member's rights under the agreement.

## **SUMP PUMPS**

Sump pumps have been installed in a few of the units. Several of the units also have back-up sump pumps installed in case of a power failure. Please be sure to monitor the pump and notify the Office **immediately** if there is a malfunction.

## **TELEPHONE NUMBERS**

- |    |                                  |                |
|----|----------------------------------|----------------|
| 1. | Lexington Townhouses Office      | (586) 754-2240 |
| 2. | Lexington Townhouses Fax Line    | (586) 754-9844 |
| 3. | Lexington Townhouses Maintenance | (586) 755-7420 |
| 4. | Lexington Emergency Service      | (586) 298-7357 |

## **VACATING UNITS**

1. Members are asked to give a written minimum thirty (30) days "Notice to Vacate" advising the Cooperative of their intention to move. There must be a non-binding preliminary inspection which will give you guidelines to bring the unit to Cooperative standards for resale.
2. Members are responsible for any recondition expenses at a first-come, first-serve basis. Members are responsible for the monthly carrying charges and utilities until the new member takes possession of the unit.
3. Members are charged a resale fee in the amount of \$400.00 for processing all paperwork connected with their move-out.
4. Members must obtain a copy of the rules and regulations from the sales office regarding moving.
5. It is not the responsibility of the cooperative to sell your membership.

## **WALLS**

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

Wallpaper may be applied provided that “sizing” is applied prior to application. Wallpaper has a tendency to damage part of the drywall when it is removed. **Wall repair is the responsibility of the member.**

### **WASHERS AND DRYERS**

Most units have a gas line for their dryer. Some units have electrical plugs installed to operate a dryer. If a new line for an electric dryer is required, an Alteration Permit must be obtained from our Office. Installations must meet applicable City Codes. The cooperative is not responsible for washers and dryers.

### **WATER SPIGOT**

Members are to remove hoses from outside faucets during the cold weather. The water must be shut off inside the unit to prevent freezing. Damage to faucets or pipes due to freezing will be charged to the member.

### **WINDOWS AND SCREENS**

All glass, screen and storm door damage are chargeable to the resident member. Do not throw out the frames from damaged screens or windows. Return them to the maintenance department. Failure to return the frame could result in higher replacement costs. All windows are to be kept close during the winter months.

### **WINTERIZING**

If a member vacates the unit for an extended period of time during the winter season, they must contact the maintenance department so the unit can be winterized.



