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Revised 08/17, 03/20

ACCESS TO TOWNHOUSE

Members shall allow access to maintenance and management, contractors and/or inspectors for repairs and inspections in their respective townhouse. Management will give written notice to members when possible before entering. Members refusing access or not being ready for scheduled work may be assessed a fine (refer to Fines in this Member Handbook). In the event Member refuses access or is not prepared for scheduled work for a total of **THREE** (3) times, he/she may be asked to come before the Board of Directors to show cause.

ALTERATIONS AND ADDITIONS (INTERIOR)

Members may not, without the written consent of the Cooperative, make any structural alterations, remove any additions, improvements, or fixtures from the premises, nor can they alter the water, gas, electrical conduits, plumbing or other fixtures without written consent of the Cooperative.

The member shall obtain written permission by submitting an Installation/Alteration permit to the Cooperative office before installing any items listed below (but not limited to):

- Clothes dryer hookup (gas or electric)
- Electric heater
- Power tools requiring special power hookup or usage.
- Satellite dish – Refer to Satellite Dish Policy in this Member Handbook
- Patio - Refer to Patio Policy in this Member Handbook
- Deck - Refer to Deck Policy in this Member Handbook
- Installation or removal of any cabinets - Refer to Cabinetry in this Member Handbook
- Replacement of range hood, etc.
- Installation of over the range microwave
- Any other items that alter the original elements of the townhouse

All contractors hired by Members must be licensed. Work must be completed in accordance with applicable building codes. If a permit is required by local authorities for the project it is the Member's responsibility to obtain the permit. Any cost associated with permit(s) is the Member's responsibility.

The installation or alteration must be inspected by Management for final approval. If any of the conditions of the permit are not met, the Member may be required to immediately restore the townhouse to its original condition at the Member's expense, regardless of the cost of the alteration or restoration.

The member understands that the Cooperative may require the prompt removal of any such alteration at any time, and that a member's failure to do so shall constitute a violation of the Occupancy Agreement.

In the event the Member fails to cure/correct the violation to the satisfaction of the Cooperative within seven (7) days, it will result in the Cooperative correcting the violation and all costs and expenses shall be assessed and due for payment with the Member's next month's carrying charges.

No increase in transfer value will be given from the Cooperative for alteration of any kind. Members may, however, attempt to sell any changes/additions directly to the next Member(s) of the townhouse. If the installation or alteration is removed when a Member withdraws from the Cooperative, the townhouse must be restored to its original condition.

If, at a later date, the Cooperative undertakes an improvement project which covers items a Member has already completed, no reimbursement will be made by the Cooperative to the Member.

ALTERATIONS AND ADDITIONS (EXTERIOR)

Refer to Outdoor Policy included in this Member Handbook.

AIR CONDITIONERS

Colonial Townhouses has installed central air conditioning to each townhouse and will be responsible for the maintenance of each central air unit. Members are to use their central air units to cool their townhouses in the spring/summer months by turning their thermostats to “cool” and then setting the temperature to a comfortable level.

Under no circumstances are the Members to cover the compressor units with any type of covering or items of any nature. This includes stacking items next to or around the compressor unit. The central air unit is **NOT TO BE USED AS A TABLE OR TO BE PLAYED ON**. All items, including vegetation, must be kept at least 6” from air conditioning unit.

Any damage that is caused to the central air unit by the negligence of the Member, Member’s guests, or anyone in the Member’s control will be the responsibility of the Member and any cost to repair or replace will be the responsibility of the Member. Central air conditioners will be turned off by maintenance staff from the outside around mid-October of each year and turned back on around mid-April. This is to assure that they are not used during the winter months which can cause compressor failure.

Under no circumstances should a window air conditioner be installed.

ANNUAL MEETING OF THE COOPERATIVE

Colonial Townhouses holds its Annual Meeting in October at our Community Building. Refer to Bylaws for meeting date and time. Each household has one vote. Members must be present to vote or represented by Proxy as outlined in the Cooperative Bylaws.

ANTENNAS

No antenna of any kind - TV, FM, short wave, etc. may be installed or extend outside your townhouse.

APPLIANCES, SINKS, TOILETS

Appliances, sinks, toilets, and other equipment shall be used only for the purposes for which they were intended. Do not flush diapers, sanitary napkins, "flushable" wipes, kitty litter or other objects in the toilets.

Grease, bones, or other hard objects shall be disposed of with garbage in dumpsters.

Should damage be caused by the Member, family member, or guests, the cost of repair will be assessed to the Member's account.

ATTICS

Each townhouse has a ceiling opening leading to the attic space above it which is sealed. Members are not to tamper with the seal. These spaces have been heavily filled with blown insulation and must not be entered and Members may not store any items in the attic space.

BASEMENTS

The basement in the townhouse is like any other basement or area built below ground. These areas are susceptible to drain, sewer backups and wall leaks. Items in the basement should be stored off the floor. The Cooperative cannot guarantee that basements will not suffer water leaks, drain or sewer back-ups. Please report any basement water problems to maintenance immediately. Colonial Townhouses will not be held liable for any damage caused to furniture, finished basements, carpeting, drywall or any other items stored in the basement due to water leakage or back-ups.

Under City of Lansing Fire Codes, the basement cannot be used as a bedroom. Any Member found to have any furniture designed for sleeping purposes set up in the basement will be subject to two (2) unannounced inspections within the next six (6) months following the violation. Further violations will result in a Notice to Quit, Termination of Tenancy notice being issued.

BATHTUBS

The bathtubs and tub walls are Cooperative property. The bathtubs and the walls surrounding the bathtub are fiberglass material. Regular cleaning is necessary to keep them in good condition. Avoid harsh cleansers that might scratch their surface such as Ajax, Comet, etc. Instead you should use soft scrub or any non-abrasive cleanser.

Shower doors may NOT be installed on the bathtubs as they require drilling holes into the tub or the tub wall surround. Any damage to the bathtub or tub walls are the Member's responsibility and the Member will be charged for repair and/or replacement.

Colonial Townhouses has a comprehensive plan of action to follow when we encounter bed bugs in our community. Bed bugs are now a pandemic, not just here in the United States, but around the world. Following a systematic plan will ensure that issues are mitigated quickly and will protect other members, family members, and guests in the community. Because self-treatment poses extreme dangers to members and family, we require that a licensed pest management professional be engaged to help respond and treat infested townhouses. Without full cooperation of the member, this treatment program will not be successful. Because involving a pest management professional in the eradication plan is very difficult and costly, we require members to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Integrated pest management requires that the member, management and pest management professional work together.

As of the date of signing of Member Rules and Regulations:

- Management has inspected the unit and is aware of no bedbug infestation.
- Member(s) asserts that all furnishings and personal property to be moved into the premises are free of bed bugs.

Member(s) agrees to prevent and control possible infestation by complying with the following requirements throughout the duration of occupancy:

1. **Inspection.** Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your townhouse. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation. Member shall not bring items taken from dumpsters into the unit. Items Member purchases from second-hand stores, yard sales, etc. shall be free of bed bugs prior to bringing said items on to the property.

2. **Duty to Report.** Member shall report any bed bugs immediately to management office. Even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units. Manager or its representative shall be provided access for inspection within 24 hours of such notice.

3. **Mandatory Cooperation.** Member shall cooperate with all pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem.

4. **Bed Bug Treatment.** In the event of bed bugs, Member agrees to follow the bed bug preparation instructions as presented by the property's pest control company. In addition, Member must comply with recommendations and requests from the pest control specialist prior to professional treatment as well as sign any required "Bed Bug Treatment Agreement". Colonial Townhouses shall pay for the first treatment for bed bugs. Member shall pay for any repeat treatments within a 24-month period. Member shall also pay any charges made by an extermination company due to Member cancellation or for Member not having unit prepared for treatment.

Infested items shall be destroyed by cutting the fabric or applying paint to the fabric or by breaking the items into pieces before disposal.

Member shall place all infested items in the large dumpster by the maintenance garage and not a dumpster in a Member parking lot. If infested items are placed in dumpsters near the townhouses and not the maintenance garage, the Member shall be fined for the moving of the infested items.

5. Indemnification. Member agrees to indemnify and hold Management harmless from any and all actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Management incurs as a result of the Member's negligence or failure to comply with this Policy.

6. Property Insurance. It is acknowledged that the Management shall not be liable for any loss of personal property to the Member as a result of an infestation of bed bugs. Member agrees to obtain personal property insurance to cover such losses.

7. Default. Any Default of this Policy or of the Occupancy Agreement by Member shall be deemed material noncompliance, permitting Management to terminate the Member's right to possession of the premises. The following will be considered "material non-compliance" for the purposes of this Policy and the Occupancy Agreement:

- a. Any misrepresentation by the Member hereunder.
- b. Refusal to execute the Bed Bug Treatment Agreement.
- c. Failure to promptly notify Management of the presence of bed bugs.
- d. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
- e. Refusal to permit Management or its agent's access to the premises for the purpose of inspection and treatment.
- f. Any action that interferes or prevents treatment of the Unit exacerbates or increases the presence of bed bugs.

8. Conflicts. To the extent that the terms of this Policy are inconsistent with the terms of the Occupancy Agreement, the terms of this Policy shall control.

BIKES

Bikes are not to be ridden in the parking lots. They must be stored in back of the townhouse or inside when not in use.

BOARD MEETINGS

Regular Board of Directors' meetings are normally held monthly (unless notified) at the Community Building. All Members are encouraged to attend. A portion of each meeting is set aside to allow individual Members to voice their opinions on anything affecting the Cooperative as a whole. Meeting dates are posted at the Cooperative office and on the monthly calendar in the Crier, Colonial's monthly newsletter.

A Member may request a closed (session) meeting with the Board of Directors to discuss his/her private concerns. The Member must contact the Cooperative office to be placed on the next scheduled meeting agenda. Unless previously approved by the Board, only Members of the Cooperative are allowed to address the Board at Board Meetings.

An Annual Membership Meeting is held every October, according to the Bylaws, to elect Members to the Board of Directors and to conduct required business. For a detailed explanation, refer to the Bylaws.

BOARD OF DIRECTORS

The Cooperative's Bylaws call for a Board of Directors consisting of five people elected by the Membership at the Annual Meeting. Each Board Member is elected for a three-year term. To ensure business continuity, the terms of the Board are staggered so that no more than two Board positions are up for election at any one Annual Meeting. In the event that a Board position becomes open during its three-year term, the Bylaws allow for a replacement Member to be appointed by the Board. At the next Annual Meeting, a permanent Member will be elected by the Membership to serve the remaining term of the position. The Board of Directors is charged with the responsibility of operating the Cooperative. This includes, but is not limited to, setting policies, adopting procedures, approval of the annual operating budget, approval of capital expenditures and repair bids.

BUSINESSES

A Members' townhouse is to be used as a dwelling place only. The Member is prohibited from using the dwelling townhouse for the purposes of operating a business or conducting any activities therein for profit, including, but not limited to the following: child care, day care, auto maintenance or repair, professional services or for any purpose of trade, business or commercial entertainment which would result in any significant involvement in the presence of business invitees.

BUTCHERING

Members are not allowed to butcher or process livestock or game in their townhouse or anywhere on Colonial Townhouses Cooperative premises, alive or dead. This includes, but is not limited to: pigs, cattle, deer, etc. Members violating this rule may be assessed a fine and other penalties (refer to “Fines” in this Member Handbook).

CABLE SERVICES

Cable television may be installed in the townhouse if done by local cable company or any other licensed cable company at the expense of the Member. Cable wires cannot be run through windows and no holes may be made through the exterior of the building walls except as noted below. No cable can run across any floors or doorways, or on the exterior of the building.

The hole for the wiring to enter the building must be in the mortar, not the brick. It must go through the sill plate. The size of the hole can only be large enough to accommodate the wiring. The hole needs to be sealed with silicone caulk after the installation of the wiring to prevent water damage to the building

Maintenance of the cable system and its components is the responsibility of the Member and/or the cable company.

CABINETRY

Each townhouse is equipped with cabinetry in the kitchen and bathroom. The cabinetry is Cooperative property and cannot be painted or refinished for any reason.

Cupboards are to be kept clean of grease. The cupboards should be washed with a mild detergent such as Murphy's Oil Soap. They should be treated periodically with a wax such as Pledge or lemon oil. Do not use abrasive cleansers or tools. These will ruin the finish of the cabinetry.

You may use non-stick shelf liner on the interior of the cupboards. **DO NOT** use contact paper. **Under no circumstances are the cupboards to be altered in any way.**

If you wish to attach an appliance to the cupboards you must obtain an approved Installation/Alteration Permit PRIOR to installation. These includes, but is not limited to; over-the-range microwaves, space-saver coffee pots, radios, can openers, etc. Only portable dishwashers are allowed.

CARBON MONOXIDE DETECTORS

Each townhouse comes equipped with a carbon monoxide detector. The detector must be plugged into an electrical socket in one of the bedrooms. Please do not block the unit with furniture or draperies or it will not work properly. Members will be responsible for the detector in their home. Upon vacating the townhouse, the detector is to be left plugged into the bedroom socket. Members will be held responsible for replacement cost of missing detectors. Each Member will be given a flier upon move-in with instructions on care, use and testing of the carbon monoxide detector. Please make sure that you read these instructions very carefully.

CARRYING CHARGE PAYMENTS/LATE PAYMENTS/TERMINATIONS

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Carrying charges are due and payable on or before the first of every month. Payments shall be made by personal check, money order, certified check or electronic service. For financial security, cash payments will not be accepted. For the Member's convenience, payments may be placed in one of the Cooperative office's drop box designated for payments. Mailing of the carrying charge payment is not recommended due to possible mail delays.

Carrying charge payments received after the first of the month will be considered late. A legal notice will be sent to those members with a carrying charge balance on or about the sixth (6th) of the month. All payments are applied to the member's oldest balance first.

A late fee will be charged against all members whose payments have not been received by 5:00 PM on the fifth of the month. If the fifth falls on a weekend or holiday, payment will be considered late if not in the Cooperative office (or drop box) by 8:00 a.m. the next working day. Refer to the Fee Schedule in this Member Handbook for current late fee amount. The Board of Directors reserves the right to change the amount of the late fee with thirty (30) days' notice to the Members. Members are to be notified of any change to late charge amount.

If a balance is not paid in full and results in a small balance owing (less than \$100.00), the Member will be notified of the shortfall and will have sixty (60) days to pay from initial notice. If not paid within those sixty days a late fee will be assessed to the balance and a legal notice (Demand for Possession Nonpayment of Rent) will be issued.

The Board of Directors will resolve disputes between members and management staff regarding payments or late fees.

All accounts not paid in full which have been issued a legal notice will be forwarded to the Cooperative's attorney for filing with the courts on or about the sixteenth of the month. Once the account has been forwarded to the Cooperative's attorney the delinquent Member begins incurring legal expenses. Once the account has come this far, it can only be terminated upon payment in full by money order or certified check, including all late fees and legal fees assessed as a result of the delinquency. Failure to pay the account in full by the court date will result in the issuance of a Judgment for Possession by the Court.

Legal action can only be stopped by an affirmative vote of a majority of the Board of Directors or payment in full. The Member will still be liable for all late fees and legal costs (court costs, attorney fees and service fees). Management staff does not have the authority to make payment arrangements or halt legal action.

Any Member that receives a court judgment for non-payment will be called before the Board to show cause for his/her failure to make timely payment to the Cooperative. Failure to pay the account in full or vacate the unit by the date indicated on the Judgment will result in the issuance of a Writ for Eviction and the Member will be physically evicted by the District Court Officer. The cost of the writ and any additional costs incurred as a result of service of the writ shall be assessed to the member's account.

IF IT IS NECESSARY TO ORDER A WRIT OF EVICTION AS PERMITTED BY THE JUDGMENT, THE WRIT WILL NOT BE RETRACTED, AND MEMBER WILL BE EVICTED BY THE COURT OFFICER.

CARRYING CHARGE PAYMENTS/LATE PAYMENTS/TERMINATIONS

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Any Member that is turned over to the attorney for non-payment in a 12-month period will be called before the Board. Following the meeting with the Board, any late payment of carrying charges (made after the 5th day of the month) in the subsequent 12-month time period will result in issuance of a 30-Day Notice to Vacate.”

IF IT IS NECESSARY TO ISSUE A NOTICE TO QUIT FOR NONPAYMENT THREE (3) TIMES IN ANY TWELVE (12) MONTH PERIOD, THAT MEMBER’S OCCUPANCY AGREEMENT SHALL BE TERMINATED BY ISSUANCE OF A 30-DAY NOTICE OF TERMINATION.

CHILDREN

Children shall be supervised at all times and shall not play in the streets, parking lots, maintenance areas, in or around dumpsters or around power supply boxes. All household members and guests, including children, shall adhere to the City of Lansing curfew ordinance.

CLEANLINESS

The member shall maintain the premises and every part thereof in a clean and wholesome condition, and ensure that all health, safety, and police/local ordinance regulations shall be fully complied with at all times and in all respects.

In the event any Member causes a Notice to Quit for Health and Hazard to be issued two (2) times within any 12-month period, said Member's Membership and occupancy shall be subject to termination and eviction proceedings.

COMMITTEES

Committees are comprised of Cooperative Members who assist the Board of Directors on various projects. The committees are responsible solely to the Board of Directors and appointments are made by the Board President. Committee recommendations will be given full consideration; however, the final decision lies with the Board of Directors.

A request for the formation of a committee may be made by the Board of Directors or, if Members wish to form a specific committee, it shall be presented to the Board of Directors for consideration.

COMMUNITY BUILDING USE

Members wishing to use the community building shall contact the Cooperative office to reserve it. The Community Building Rental Form can be obtained from the Cooperative office or on-line at colonialtownhouses.com; click on Forms and Quick Links. The reservation fee must be paid in order to reserve a date and the deposit must be paid when keys are picked up. Rental of the community building is for Members only and the Member must be present at any function held.

COMPLAINT PROCEDURE

All complaints shall be in writing (paper or e-mail), signed by a Member of the Cooperative and submitted to the Cooperative office. The complaint shall state the problems that the Member is experiencing, the name (if available) and the address of the Member that the complaint is against. **All complaints must be signed and dated.** Complaints must be received within three (3) days of incident/violation. All written complaints are held in the strictest of confidence. Complaints that do not comply with these requirements will not be investigated.

If a person being complained against disputes the complaint, they must submit their denial in writing to the Cooperative office. It may be necessary to bring both parties to meet separately before the Board of Directors to each give their side of the story.

COOPERATIVE BUDGET

Colonial Townhouses prepares an operating budget for each new fiscal year (August 1 to July 31). The budget is prepared by the management staff and submitted to the Board of Directors for review and approval. The budget will be used to determine whether any carrying charge increases are needed.

Bylaws

The Cooperative's Bylaws govern how the Cooperative will operate. Each Member's household is provided a copy of the Cooperative's Bylaws.

Occupancy Agreement

Each Member's household is required to sign an Occupancy Agreement that sets out the basic conditions for living within the Cooperative.

Rules and Regulations

Each member is required to sign an acknowledgement that he/she has received, read and understands the household's obligations with respect to the Cooperative's Rules and Regulations included in the Member Handbook governing occupancy and use of the premises.

Board Policies

From time to time, the Board of Directors may implement policies regulating the operations, use and occupancy of the Cooperative. Board policies may become a part of the rules and regulations or they may be stand-alone policies.

Membership Certificate

When moving into the Cooperative, the new Member will receive a Membership Certificate as evidence that he/she is a Member of the Cooperative which certifies certain Membership rights.

When moving out of the Cooperative, the Member must return the Certificate to the Cooperative office with his/her endorsement on the back showing he/she is surrendering his/her rights as a Member. If the certificate is not returned, a signed, notarized waiver will be required. The form is available from the Cooperative office.

COOPERATIVE HOUSING

Colonial Townhouses is a non-profit cooperative housing Cooperative. Each household purchases a Membership into the Cooperative that is equivalent to purchasing one Membership Equity Interest in the non-profit Cooperative. Membership in Colonial entitles each household to occupy a townhouse in the Cooperative, one vote in the Cooperative's annual election of Board Members, certain tax benefits for mortgage interest (if applicable) and real estate taxes.

COUNTERTOPS and SINKS

All countertops shall be kept clean and free of scratches. Use a cutting board to protect the surface of the countertop. Do not put hot items, such as boiling pots, directly onto the countertop.

Only **non**-abrasives are to be used to clean your sink and the top of your counter. If you have a stubborn stain, you may use a small amount of soft scrub. **PLEASE REMEMBER THAT ABRASIVE CLEANSERS WILL SCRATCH THE SURFACE, AND YOU MAY BE ASSESSED A FEE TO REPLACE THE COUNTER AND SINK IF THIS HAPPENS!** Any damages beyond normal wear and tear are the Member's responsibility and will be repaired at the Member's expense.

CURFEW LAWS

Colonial Townhouses follows the city ordinance in reference to curfew laws.

CURTAINS/WINDOW COVERINGS

Curtains/window treatments are defined as material designed for the sole use of covering window openings. Items other than window treatments may NOT be used such as sheets, blankets, cardboard, etc.

Installation and removal of curtains, drapes, blinds, or other window treatments are the Member's responsibility. When the hardware is mounted on the wall, locate the studs which are approximately 16 inches apart. Use wood screws that are at least 1-1/4 inches long. If you cannot locate the studs, use toggle bolts or similar hardware designed for this purpose.

Curtains/window treatments must be kept in acceptable condition as visible from the outside. Management may require repair or replacement of the items.

Proper window coverings must be in place within five (5) days after move-in.

DAMAGE AND NEGLECT

Members are responsible for any damage and/or repairs necessitated by their acts or by their negligence, the acts or negligence of their household members, guests, or visitors and will be charged for any such repairs. The Member will not undertake, or permit household members, guests, or visitors to undertake, any action that will increase the premiums of the Cooperative's property and insurance coverage.

In the event that the Member, household members, guests, or visitors cause damage or repairs that are covered by the Cooperative's insurance, the Member will be responsible for any costs not covered by the policy. This will typically be up to the maximum amount of the insurance deductible. The Cooperative's insurance company reserves the right to seek reimbursement from the Member for any damage or repairs covered by the insurance policy.

DECEASED MEMBERS

In the event the sole adult (eighteen years or older) of a household is deceased, the following procedure will be followed (unless an OCCUPANCY AGREEMENT ADDENDUM IN EVENT OF DEATH OF MEMBER is on file):

1. The locks on the townhouse will be changed immediately.
2. Notice will be posted on the Member's door that the locks have been changed.
3. If minor children are listed on the Cooperative documents as members of the household, the Cooperative office will contact the police for appropriate actions to be taken.

Access to the townhouse by persons not listed on the Cooperative documents will require a properly executed document issued and certified by the local probate court. The document must designate the person(s) as having the right to act on behalf of the deceased Member's estate. Proper identification will also be required.

Temporary access will be provided to a family member for the purpose of obtaining clothing or other items for a funeral or memorial service. A member of the cooperative staff will be present during the visit and a receipt must be signed for any items removed from the townhouse.

A pet left behind by a deceased member, with no other person(s) residing in the townhouse legally, will be turned over to the Ingham County Animal Control Agency unless a person listed on the Pet Permit as a pet caregiver can be located.

If the Member has a signed "**Occupancy Agreement Addendum in Event of Death of Member**" form in their Colonial Member file, then the person named as "Transferee" will be given keys and allowed to apply to assume Membership (if qualified) or to sell the Membership on the decedents behalf according to the Addendum. This form can be obtained from the Cooperative office.

If a Member with a **Revocable Living Trust** has completed the payable upon death to trust form in their Colonial Member file, then the Successor Trustee will be given keys for purposes of removing personal property of the estate out of the deceased member's townhouse and the equity will be paid out to the Trust, as it is named, for distribution by the Successor Trustee.

Members can request approval to build outdoor decks behind their townhouse. Some Members may not be allowed to install a deck based on the required location of the deck.

Before installing a deck, the Member must understand and follow the deck policy detailed below:

1. Detailed plans of the entire proposed deck and an Installation/Alteration permit (guidelines and permit available at the Cooperative office) must first be submitted to the management for approval. It may take up to 5 days to get management approval to proceed. (Final approval of the deck will not be given until the deck is completely built and passes inspection.)
2. The width, length, height and location of the deck must be approved by management and/or the Board of Directors prior to construction. This will be determined by the amount of yard in the back of your townhouse and any possible encroachment to neighbors' privacy. Under no circumstances is the deck allowed to exceed the width of the townhouse. The length cannot exceed 12 feet, no matter how large your back area is.
3. Miss Dig (dial 811) must be called prior to any work beginning. This is the Member's responsibility. Any damage caused to underground wiring or plumbing will be repaired at the Member's expense.
4. Deck materials used must be pressure treated lumber or composite decking material. All materials used to build the deck must be listed on your plans.
5. The deck color must be left natural or may be stained a color approved by the Board of Directors and/or management. ***NOTE: You must have an approved Installation/Alteration Permit from the Board of Directors and/or management to stain the deck.***
6. The deck must be free standing. The deck cannot be attached to the building.
7. The deck footings must be cemented at least three feet into the ground or below the frost line. Dek-Blocks can be used in place of footings. Dek-Blocks can be purchased at most building supply stores.
8. Landscape fabric or Visqueen must be used to control the growth of weeds underneath the deck.
9. The bottom portion of the deck is to be completely enclosed by lattice or some other approved material. The Cooperative is not responsible for any damage to the deck and/or lattice from the lawn mower or weed whip. Colonial recommends checking with your insurance carrier to see if this type of damage may be covered by your policy.
10. Deck must be surrounded by a railing with a minimum height of 36 inches. The railing cannot exceed a maximum height of 42 inches. The railing can only be constructed from pressure treated lumber, composite material, cedar, or spindle type.
11. Partitions are not allowed. The top portion of the deck must not be enclosed.

12. The deck and/or railing must be constructed in such a way as to not interfere with access to outside faucets, utility meters, air conditioning units or other such equipment. Room for a person to service such items must be available.
13. The deck must have a three-foot wide exit/entrance onto the lawn area.
14. The floor of the deck cannot be higher than the threshold of the back door. The rear porch and steps cannot be removed.
15. Regular upkeep of the deck and its surrounding area is required and is the Member's responsibility. This includes repairing loose or broken wood, periodic resealing, trimming weeds and grass, etc. Unattractive, deteriorated, or otherwise unfit decks as determined by the Board of Directors and/or management will be cited and must be brought into compliance.
16. The deck must meet all building codes, contain quality materials, and be visually acceptable in every respect.
17. If the deck is installed before permission is granted, the member may be required to remove the deck or bring it into compliance with the Deck Policy. This will be at the Member's expense.
18. Reconstruction of a deck due to servicing or other damage is the Member's responsibility.

After completion of the work, a final inspection of the deck will be done by management. If it does not conform to the Deck Policy, the defects must be corrected or the deck removed at the Member's expense.

NOTE:

The Board of Directors has the right to reject or grant a variance to this policy if they determine it is in the best interest of the Cooperative.

If the City of Lansing requires a building permit, it is the Member's responsibility to obtain the permit.

The Board of Directors reserves the right to require a deck to be removed for any reason and the area restored to its original condition. If the Board of Directors should require removal of the deck and it is not removed, the Member will be charged for the removal and restoration.

The complete packet with drawings regarding installation of a deck is available at the Cooperative office.

DOORS

EXTERIOR - No Member shall alter any lock or install a new lock or a knocker on any door without written consent of management. Member shall provide a duplicate key to the Cooperative.

INTERIOR - The installation of any type of external locks, hasps, or keyed locks on bedroom doors is prohibited. In an emergency such as a fire any interior door that has been locked could mean tragedy.

DRYER HOOKUPS

Not all townhouses are equipped with a dryer hook-up and/or dryer vent. They are only there if a prior Member has had one installed. The Member is responsible for the installation and maintenance of a 220-volt electric outlet or a natural gas hook-up if one is desired. If a dryer is in use a dryer vent IS REQUIRED and the Member is responsible for installation, upkeep and repairs.

Prior to installation Members are required to obtain written permission from the Cooperative office by submitting an Installation/Alteration Permit to install a dryer hookup or dryer vent. Installation must be completed by a licensed contractor and in accordance with the City of Lansing Codes.

Members are responsible for venting the dryer to the outside and all costs involved (excluding one-bedroom townhouses). Members are also responsible for keeping vent free of lint.

Portable clothes drying racks or clothes lines are not allowed to be used outside. Ropes, lines or hangers cannot be hung on pipes running through basement ceiling.

DRYER VENT POLICY

Venting, wiring, and/or piping of dryers must follow all fire and building codes. An installation/Alteration permit must be submitted and approved before any new dryer hook ups are installed or altered. For all existing dryers/dryer vents, you will be required to convert your dryer venting material to comply with this new policy by October 31, 2020.

All dryers must be vented to the outside and venting material must be ridged metal. The venting material must be U.L. listed and approved for use as Dryer Transition Duct. Plastic, flexible aluminum or metallic venting materials will not be acceptable.

Compliance will be confirmed during an inspection of your townhouse. Failure to comply will result in a fine (refer to Fines in this Member Handbook).

DUMPSTERS/TRASH

The Cooperative contracts with a private company to have the rubbish removed. There are trash dumpsters located throughout the property. Be sure to seal all rubbish in a plastic bag. This will help keep odors to a minimum, as well as keep insects, rodents and other animals away from the Cooperative. Rubbish must be placed into the dumpster so that the lid can be closed. If it is not possible to place rubbish in the dumpster and close the lid, Members may have to seek a less full dumpster to place it in. Please be aware that the cooperative is charged additional fees for dumpsters considered to be overfilled so it is critical to comply with the policy of keeping lids closed and utilizing another dumpster if the one in your area is full.

For health and safety reasons, it is important to keep the dumpster lids closed. If you see one open, please take a moment to close it. It is also important not to leave trash on or around the dumpster. If you see trash on top of or next to the dumpster, please help by placing it into the dumpster. If children empty the trash, they should be instructed to follow the Cooperative rules and ensure they do not spill rubbish on the way to or around the dumpster. Items should not be removed from the dumpsters due to safety and health issues.

Large items such as furniture, appliances, etc. should not be put in or around the dumpster. They should be taken to the large dumpster by the maintenance shop for disposal. No oil or paint will be disposed of in dumpsters.

Do not dispose of yard waste in community dumpsters. Instead, seal all yard waste in a paper bag and place it by the maintenance garage. All materials will be properly disposed of by maintenance staff.

Cardboard boxes must be broken down and disposed in the dumpster located by the maintenance garage.

Any bags left outside of a Member's townhouse will be considered trash and will be picked up by the Colonial Staff without notice, and the Member will be charged for the pick-up and disposal of each bag (\$10.00 per bag).

Plastic jugs and containers, cans, newspaper and magazines should be set out for recycling (no glass). Please refer to the "Recycling" policy in this Member Handbook.

EMERGENCY MAINTENANCE SERVICE

Emergency (after hours) maintenance service is provided from 5:00 pm to 8:00 am Monday through Thursday. Weekend service is from 5:00 pm Friday to 8:00 am Monday and on holidays.

To obtain emergency maintenance service, call 517-202-7820. Do not call the regular maintenance number for after-hours EMERGENCY maintenance service.

Only defined emergency maintenance problems should be called into Emergency Maintenance Service. Non-emergency maintenance problems should be called into Colonial's regular maintenance number at 517-882-4176 during regular working hours or after hours and by leaving a voice mail. (see Maintenance Service Requests for further information on the Cooperative's maintenance services).

Emergency maintenance problems are limited to the following:

1. Furnace problems.
2. Broken water pipes.
3. Broken primary windows.
4. Plugged services.
5. Flooding.
6. Electrical malfunctions.
7. No water service.
8. Building damage.
9. Hot water heater problems.
10. Lock outs - a charge will be assessed. Refer to the Fee Schedule in this Member Handbook for current On Call Fee amount. Members are to be notified of any change in charge amount.
11. Gas leak - **EVACUATE THE TOWNHOUSE BEFORE MAKING ANY CALLS (Call Consumers Power at 1-800-477-5050 and the Cooperative office at 882-4176 or Emergency Maintenance On-call at 517-202-7820).**
12. Fire - **EVACUATE THE TOWNHOUSE BEFORE MAKING ANY CALLS (Call 911 immediately).**
13. Natural Disaster.
14. Air Conditioners due to a medical necessity * (Please note, air conditioner repairs cannot always be completed immediately.)

Any emergency maintenance service calls that are responded to and are not an emergency will be charged the On-Call Fee. Refer to the Fee Schedule in this Member Handbook for current On-Call fee amount.

*NOTE: In the event a Member is in need of a repair to his/her air conditioner due a medical necessity, the Member must provide written documentation of a medical condition prior to, or within ten (10) days following his/her service call.

ENERGY INFORMATION

Heating, water and sewer costs are included in the carrying charges; energy conservation can help contain those charges. Some of the basic ways to save costs are the following:

DOORS & WINDOWS: Keep all doors and windows closed in cold weather. See Heat Usage Policy in this Member Handbook.

The following are areas to watch: If air comes in underneath the door, weather stripping may solve the problem. Please call the Cooperative office to make a Service Request to have this corrected. Immediately close doors after exiting and entering the townhouse.

THERMOSTAT SETTING: For every degree setting, the fuel cost increases by 3%. Thermostat readings should be set between 65-68 degrees in cold weather. This setting may require a new dress style but it can save a lot of fuel. Turn down the thermostat at night or when sleeping or whenever you are away from the townhouse. Note: NEVER turn your heat OFF during the winter, especially if you are going to be gone for several days. This could result in broken water pipes which could damage your belongings as well as flood the townhouse and repairs would be at the Member's expense.

WATER HEATER: Because the water heater uses a gas fueled flame, energy can be saved here as well. If hot water faucets drip when fully turned off contact the Cooperative office immediately for a Service Request; the hot water should not run or drip needlessly, not even for a few seconds.

WATER: You can help conserve water and sewer charges by: not taking long showers, not leaving water to run needlessly, reporting dripping faucets or running toilets immediately to the Cooperative office.

EQUIPMENT AND APPLIANCES

Each townhouse is equipped with a gas stove. A two-door frost-free refrigerator is provided in one-bedroom townhouses only.

GENERAL-

- Appliances must be cleaned regularly.
- Never use your stove as a source of heat.
- If you smell gas, contact Consumers Energy and Maintenance immediately.
- One-bedroom townhouses only - If your freezer is not defrosting, contact the Cooperative office. Do not attempt to defrost it yourself. Damage caused to refrigerators by improper cleaning techniques will be charged to the Member.

Equipment or appliances may not be removed from their original location without written consent of management.

Members may replace the Cooperative's stove with their own. The Member shall obtain an approved Installation/Alteration Permit from the Cooperative office prior to replacing the Cooperative stove. The Member is required to use a qualified person to install their own stove (Consumers Energy representative or licensed contractor).

The Member will store the Cooperative's stove in their basement (the Cooperative will store stoves from one-bedroom townhouses as they do not have a basement). The Member will be responsible to keep the Cooperative's stove clean and free of damage.

The Member will be responsible for the maintenance of their own stove and will insure that the stove is kept in repair and maintained so as not to cause a safety hazard to the Cooperative.

Upon move-out the Member will reinstall the Cooperative's stove using a qualified person unless the stove is accepted by the new Member on the As-Is Agreement.

EXCESSIVE NOISE

Excessive noise or actions in or around the premises that may cause a disturbance to other Members will not be tolerated. Repeated interference with the rights, comforts, quiet enjoyment and/or convenience of the other Members will result in action up to and including eviction. Refer to Noise and Nuisance section in this Member Handbook.

EXTERMINATION

You must contact the Cooperative office immediately if any pests are discovered. Many of them, especially roaches, mice and bed bugs can easily infiltrate an entire building. There is no charge for this service unless the problem is caused by negligence.

A Member may be required to remove all items from cupboards, closet floors, etc. or make other preparations for extermination service; failure to comply may result in rescheduling the service at the Member's expense.

Bed bug infestations in multi-family housing can be particularly troublesome. An infestation in one townhouse, if not handled properly, can spread to adjacent townhouses or throughout a building and affect many people. Refer to Bedbug section in this Member Handbook.

Flea infestations are another troublesome occurrence with pet owners. Refer to Pet Policy section in this Member Handbook.

FINES

Any infraction of the Rules and Regulations, Policies and Procedures outlined in this Member Handbook within a twenty-four (24) month period will result in the following fines:

First notice – written warning

Second notice \$35.00

Third notice \$50.00**

Fourth notice \$65.00 and eviction proceedings may ensue***

SERIOUS AND/OR REPEATED RULE VIOLATIONS WILL RESULT IN TERMINATION OF THE MEMBER'S MEMBERSHIP AND OCCUPANCY WITH COLONIAL TOWNHOUSES COOPERATIVE.

- **Any member in receipt of a "Third Notice" and fine must appear before the Board for presentation of an explanation to show cause as to why he/she should not be terminated.
- ***Eviction proceedings may be initiated simultaneously with the issuance of a Fourth Notice. There will be no warnings given, so please adhere to the Colonial Townhouses rules and regulations carefully.

Procedure may be accelerated depending on the severity of the infraction.

FINES ARE CUMULATIVE. Members, you are responsible for your children, family members and your guests. Infractions of the rules will be acted upon. **FINES SHALL BE PAID WITHIN THIRTY (30) DAYS OF ASSESSMENT.**

FLAMMABLE OR EXPLOSIVE AGENTS

Members are not allowed to store flammable or explosive agents anywhere on Cooperative property or within the Member's townhouse. Flammable and explosive agents include, but are not limited to gasoline, kerosene and motors using gas or kerosene.

VINYL FLOORING-

The kitchen, dining room, bathroom and hallway vinyl flooring, when replaced by the Cooperative, are done using one-piece vinyl floor covering when possible. It is recommended that vinyl flooring be cleaned using a solution of either ammonia and water or vinegar and water. The use of products such as Mop and Shine, Futura, etc. is not recommended as these products tend to wax dirt debris into the surface of the floor causing it to fade or “yellow”.

These floors have a 15-year life expectancy under normal conditions with proper care. Replacement may be required should damage occur constituting a health hazard or having the potential to cause harm. Should damage occur during the first fifteen years of the flooring’s life, the Member will be charged a pro-rated amount for replacement.

Members may, at their own expense, replace the kitchen, dining room, hallway and bathroom flooring using suitable flooring material. Prior to replacing the floor, the Member must contact the Cooperative office to confirm the need for an Installation/Alteration permit.

Members can request replacement of vinyl flooring by the Cooperative under the following conditions:

The current flooring must be at least fifteen (15) years old (if it has not been replaced in the last 10 years). If fewer than 15 years old and there are no safety issues with the floor, the Cooperative will consider replacement as long as the Member agrees to pay for a pro-rated amount based on the 15-year life expectancy.

Example: If the flooring was 10 years old, the Member would pay for 33% of the replacement cost; Colonial would pay 67%.

The Member is responsible for moving all furniture and personal belongings from the area.

Replacement of vinyl floors may not be completed solely due to age; condition of the floor will also be a determining factor.

HARDWOOD FLOORING

It is recommended that these floors be dust mopped only. However, in the event you find it necessary to wash the hardwoods, it is recommended that you use and follow the directions for a product specifically made for use on hardwood floors. **DO NOT ALLOW WATER OR ANY OTHER LIQUID TO STAND ON THE HARDWOODS.** This will cause severe damage for which the Member could be assessed the cost for repairs.

The surface of a refinished hardwood floor has an eight (8) or twenty (20) year life expectancy (dependent on what finish was used) under normal conditions with proper care. Members may, at their expense, have the hardwoods refinished at any time. Prior to doing so, contact the Cooperative office to obtain permission and to complete an Installation/Alteration Permit.

If a Member moves into a townhouse that has carpet and wishes to have the carpet removed, based on the life expectancy of the hardwoods (see above), Colonial will pay for refinishing of the hardwoods if the Member so chooses. The Member will not be subjected to the “As-Is” agreement for the hardwood floors if there is carpet when they assume Membership of the townhouse. They are simply accepting the condition of the carpeting.

When the hardwood floors are refinished, the Member is responsible to move their own belongings from the area and to pull any carpet, staples and or/nails. It will also require the Member(s) not to stay at their townhouse for 48 hours as the polyurethane that is used for the refinishing must dry completely before walking on it.

If the Member wants the floors refinished and it is under the life expectancy, then the Member agrees to pay for a pro-rated amount based on the life expectancy. If the floors are beyond the life expectancy, then Colonial will pay for the refinishing of the hardwoods.

Example: If the hardwoods were refinished 6 years ago and the Member wishes to have them refinished, then the Member agrees to pay 20% of the refinishing cost; Colonial would pay for the remaining 80% (Note: example based on 8-year life expectancy).

Hardwood floors will be refinished for current Members on a request basis and priority will be given to Members with occupancy longevity. This means that a Member who has lived here 15 years and requests their hardwoods refinished will be given priority over a Member who has lived here 2 years. The only exception will be given to floors that have a safety issue or hazardous condition. **It will be management's discretion in determining the condition of the flooring for refinishing and determining the age of the floor when last refinished. Refinishing of hardwood floors may not be completed solely due to age; condition of the floor will also be a deciding factor.**

FURNACES

Townhouses are heated with gas forced air furnaces. Hot air registers are standard floor and wall types with adjustable dampers. The cold air returns, located on the living room lower wall (except one-bedroom townhouses) and upper wall of most other rooms, are standard grills with parallel blades. Hot air registers and cold air returns should not be blocked, or your townhouse will not heat properly. If your furnace has a humidifier installed, maintenance and repair of the humidifier is the Member's expense.

The amount of heat in each room can be controlled by adjusting the dampers on the registers. The total amount of heat to the townhouse can be controlled by adjusting the thermostat located on the living room wall. A video depicting how to program your thermostat is available on the Colonial website at www.colonialtownhouses.com; click on Forms and Quick Links and the video can be found under Video Links.

Do not store anything against or near the furnace or hot water heater. There must be a three (3') foot clearance area around the furnace and hot water heater.

If the furnace is not working properly call the Cooperative office during office hours at 517-882-4176 or Emergency Maintenance Service on nights, weekends and holidays at 517-202-7820.

GARBAGE DISPOSALS

If there are problems with the disposal, please call the Cooperative office at 517-882-4176 to submit a Service Request.

The following tips will ensure proper operation of your disposal.

- Be sure to grind food waste ONLY.
- Flush disposal with cold water while it is running and after grinding food or after draining the sink of dish water. Some cleaning agents are caustic; flushing will pass such materials into the drain line without damage to the disposal.
- Replace the disposal drain cover when unit is not in use. This will prevent objects from going into the disposal and damaging it.
- To help eliminate odors, grind a lemon, lime, or orange peel periodically through the disposal.
- Occasionally run ice cubes through disposal to sharpen blades.
- Do NOT put hand in to disposal under any circumstances!
- Large quantities of fibrous food waste (carrots, potato peels, corn husks, pea pods, artichoke leaves, etc.) should not be put into disposal. These do not grind well and can cause the disposal to plug.
- Be sure to turn off disposal motor or water until grinding is completed and only a motor and water sound is heard.
- Do not misuse your disposal. It is ruggedly built to give you trouble-free performance. It will dispose of MOST food waste but will NOT grind and dispose of non-food items (large bones, metal objects, glass, paper, string, cloth, etc.). These items should be disposed of in a trash can.
- Do not put LYE or other chemical cleaners into the disposal. Makers of some cleaners WARN that their product is harmful. Warranties are VOID when chemical damage is detected.

Repairs for damages to the disposal could be charged to the Member if it is not due to normal wear and tear.

GARDEN HOSES

Members may attach garden hoses to the outside faucets for watering flowers, grass, and shrubs. Members can request the installation of a hose hanger on the outside of their townhouse. Hoses cannot be hung on light fixtures, mailboxes or any part thereof.

During winter months, the garden hoses **SHALL** be disconnected and stored in the Member's townhouse. Hoses left connected to the faucets may cause the faucets to freeze during the winter and cause major damage to the water lines in the townhouse. In the event of non-compliance, the Member will be charged for all necessary repairs.

Note: Maintenance may use your hose in the warmer months if it is left outside. If you do not want them using your hose, you must store it inside.

Please see Outdoor Policy in this Member Handbook.

“GRANDFATHER” POLICY

Anytime an installation or alteration or other situation is approved by the Cooperative, it is approved based on the current policy. If, at a later date, there are any changes made to the existing structure, these changes must comply with the policy in place at the time of the change. An Installation/Alteration Permit must be submitted and approved before any change is made.

In addition, the “Grandfather” Policy only applies to the Member that made the change or was approved based on a rule in effect at that time. Once the Membership is transferred, the Grandfather Policy is no longer in effect.

HEALTH AND HAZARD/HOUSEKEEPING

In the event there is evidence of unacceptably unsanitary or hazardous housekeeping habits, which includes the creation of health or safety hazards through acts of neglect, or causing, or permitting to cause any damage to or misuse of the premises, including causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within the dwelling unit, or failing to maintain them in good and clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises, the Member shall receive a Notice to Quit for health and hazard from the attorney which will result in additional assessments including legal fees and costs.

IF IT IS NECESSARY TO ISSUE A NOTICE TO QUIT DUE TO HEALTH AND HAZARD THREE (3) TIMES IN ANY TWELVE (12) MONTH PERIOD, THAT MEMBER'S OCCUPANCY AGREEMENT SHALL BE TERMINATED BY ISSUANCE OF A 30-DAY NOTICE OF TERMINATION.

HEAT USAGE POLICY

Any Member who has windows or doors open when it is reported to be below 40 degrees outside will receive a warning letter advising them to not have windows/doors open. If the Member continues to leave windows and or doors open it will result in a fine (refer to Fines in this Member Handbook).

HUMIDIFIERS

Repair and maintenance of the humidifier system that is installed on some furnaces is the responsibility of the Member. This is equipment that was not furnished by the Cooperative and is not installed in all townhouses but purchased by a current or prior member.

ILLEGAL ACTIVITIES

Members shall not engage in or permit any unlawful activities in the townhouse, in the common areas or on the Cooperative grounds. The Member, any member of the Member's household, guest, invitee or other person under the Member's control, shall not engage in any act intended to facilitate criminal activities including drug-related criminal activity and acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or off Cooperative property. Violation of this rule shall be a material violation of the Occupancy Agreement and good cause for termination of Membership. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

INSPECTIONS

An inspection is done on every townhouse annually. The purpose of the inspection is to identify major maintenance/structural problems and health/safety issues. Members should not rely solely on this inspection for their maintenance needs. If repairs need to be made to the townhouse, Members should contact the Cooperative office at 882-4176 to submit a Maintenance Service Request.

Normally, Members are notified in advance of any inspection of the townhouse. Sometimes situations arise when the townhouse must be inspected immediately, and prior notification is not possible. Examples are; during emergencies, fires, health/safety issues, or directed by local or state authorities to permit entry to the townhouse.

Prohibiting inspectors from entering your townhouse for an inspection will result in a fine (refer to Fines in this Member Handbook). If a Member continues to not allow access for an inspection the Member will be in violation of the Occupancy Agreement and could result in eviction.

INSURANCE

If there is structural damage to your townhouse because of fire, water damage etc. and it is proven to be due to neglect on the part of the Member, said Member will be responsible for the deductible on the Cooperative's insurance.

The Cooperative will **not**, however, provide insurance on the Member's interest in the dwelling townhouse or on his/her personal property, personal liability and/or Member improvements to the townhouse. The Cooperative is not responsible to pay for housing in the event the townhouse is not able to be occupied.

Obtaining insurance covering the Member's personal property and personal liability (i.e., renter's insurance, cooperative or condominium policy) is the **sole responsibility of the Member**.

The Member shall not undertake or permit family Members or guests to undertake any hazardous acts or do anything that will increase the property's liability or insurance premiums. The Member is responsible for all repair costs not reimbursable by the Cooperative's insurance coverage if the townhouse or any portion of the Cooperative is damaged as a result of neglect, misuse or fault on the part of the Member, their family Member, or guests. The Cooperative's insurance company also reserves the right to seek reimbursement from the Member for repairs or damages covered by the Cooperative's insurance.

LIABILITY FOR COSTS ASSOCIATED WITH DEFAULT AND TERMINATION OF MEMBERSHIP

Any Member whose membership and occupancy are terminated by the Corporation and notwithstanding the fact that suit may not have been initiated, the terminated Member shall be liable for the following:

- 1) any amounts due to the Corporation from the Member under the Occupancy Agreement; and
- 2) the cost or estimated cost of all deferred maintenance, including painting, redecorating, floor finishing, and such repairs and replacement as are deemed necessary by the Corporation to place the dwelling unit in suitable condition for another qualified purchaser; and
- 3) actual legal and other expenses incurred by the Corporation in connection with the default of such Member.

The terminated Member is entitled to receive the amount of his/her equity so determined; less the deduction of the above amounts (the determination of such amounts by the Corporation to be conclusive).

LIGHT BULBS

Light bulbs within the townhouses are the Member's responsibility to change. Light bulbs are to be kept at 60 watts or lower to prevent overheating of the light fixtures and causing a possible fire risk. Light bulbs for porch lights will be provided and shall be changed by the maintenance staff. Replacement cost of broken outdoor light fixtures that are as a result of Members attempting to change their own light bulbs will be assessed to that Member.

Light bulbs located on the second story above stairway should not be changed by a Member. Please call the Cooperative office at 517-882-4176 for a Maintenance Service Request to have the bulb changed.

LOCKOUTS

Members locked out of their townhouse during normal office hours may contact the Cooperative office for assistance. If this becomes a continuous problem, for the same family, the Cooperative may begin charging for this service. Children will not be let into the townhouse without the consent of the Member.

After normal office hours, Members locked out should call the Emergency Maintenance Service phone number at 517-202-7820 (see Emergency Maintenance Service for further information). There will be a charge for lock outs after normal office hours. Refer to the Fee Schedule in this Member Handbook for current On-Call fee amount. Members are to be notified of any change in charge amount.

To obtain lock-out assistance, the person must be listed on the Cooperative's "Lockout Form" as a member of the Member's household and have a picture ID. Persons not fulfilling both of these requirements will not be allowed access to the townhouse. ***It is the Member's responsibility to come to the Cooperative office and add new household members to the Cooperative's documents or delete persons no longer members of the household.***

LOCKOUT FORM

The purpose of the Lockout Form is to ensure that the Colonial and Emergency staff gives only people, authorized by the primary Member, access to your townhouse. **Please be advised that we will not let anyone into your townhouse that is not on this form, regardless of the situation,**

You will be asked at your closing to list all people that are authorized to have access to your townhouse. This should include your children. It is your responsibility to inform the Cooperative office when you need the list updated. Employees refer to this form only prior to letting anyone into your townhouse.

MAINTENANCE ACCESS TO TOWNHOUSES

It is the Member's responsibility to ensure that maintenance and contractors have access to their townhouse for scheduled maintenance.

Whenever possible, management will provide the Member with advance notice of scheduled maintenance. Our goal is to provide at least five (5) days' notice, but that may not be possible in all cases.

Members should notify the Cooperative office at least three (3) working days in advance if maintenance or contractors will not be able to gain access to the townhouse. If the Member fails to provide this notification and maintenance or contractors cannot gain access to the townhouse, the Member will be charged a fine (refer to Fines in this Member Handbook).

MAINTENANCE SERVICE REQUEST

Members may call in maintenance service requests at 517-**882-4176** during office hours or leave a voice mail message after hours. Information needed is the Member name, address, a complete explanation of the nature of the request, and whether the maintenance staff has permission to enter the home if no one is there. Requests may also be made from Colonial Townhouses' website at www.colonialtownhouses.com. The staff will retrieve service requests and schedule the work to be done. If the Member has questions regarding the status of their service request, they should call the Cooperative office.

After hours' emergency service requests can be made to 517-**202-7820**. For further information regarding the definition of emergency requests please see the section on [Emergency Maintenance Service](#).

MANAGEMENT COMPANY

Colonial Townhouses employs the services of a management company which provides staff, enforces operating procedures, systems, training, financial and accounting services. This company maintains Colonial's Cooperative office and maintenance office on-site. Normal contact with management and maintenance should be made with the on-site Cooperative office at 517-882-4176.

MEDICAL MARIJUANA

The Member, an individual of Member's household, guest of the Member or person under Member's control shall not smoke or cultivate marijuana, including medical marijuana within the Member's townhouse or on the premises. Smoking or cultivating marijuana, including medical marijuana is strictly prohibited and is grounds for termination of occupancy.

MOLD/MILDEW

Mold/mildew consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores are not always readily visible, but when it is, can often be seen in the form of discoloration ranging from white to orange and from green to brown and black. If not cleaned promptly mold/mildew can cause damage to drywall and other surfaces. In order to help prevent mold/mildew from developing, Members must:

1. Keep appropriate climate control in your townhouse.
2. Keep townhouse clean and as dust free as possible.
3. Take any measures to retard and prevent mold or mildew.
4. Remove visible moisture from walls, windows, tub walls, shower curtains, floors, etc.
5. Use exhaust fans where available.
6. Use range hood vents when cooking, cleaning and washing dishes.
7. Not block or cover any heating, ventilation or air conditioning registers (diffusers) or ducts including the cold air returns.
8. Not over humidify the townhouse with a humidifier(s).
9. Immediately report to management any evidence of water leak(s) or excessive moisture.
10. Immediately report to management any evidence of mold/mildew growth that cannot be removed by applying common household cleaners.
11. Immediately report to management any malfunction in the heating, ventilation or air conditioning system.
12. Immediately report to management any inoperable doors and windows.

Member agrees to be responsible for damage to the townhouse and to Member's property as well as injury to Member, occupants or guests resulting from Member's failure to comply.

MOVE-OUT PROCEDURE

Members should contact the Cooperative office no less than thirty (30) days before wishing to sell their Membership, to complete a Withdrawal Notice. Management will conduct a pre-move-out inspection and inform the Member of any repairs that are needed before their Membership can be sold (note: not all required repairs or damages may be visible at the time of the pre-inspection due to furnishings, carpets, rugs, etc.). A final inspection will be completed by management after the Member has completely vacated the townhouse, all cleaning and repairs have been completed, and the keys are ready to be turned in to the Cooperative office. If items are found that were not visible during the pre-inspection the Member will be given the opportunity to repair/correct these issues if possible. Otherwise the Member may incur additional charges for necessary repairs.

The out-going Member will be responsible for the electricity and the carrying charges on the townhouse until the day the new Member takes over the obligation to the townhouse.

Move-out documents can be obtained from the Cooperative office or on Colonial's website at www.colonialtownhouses.com.

MOPEDS, MINI-BIKES, GAS OR ELECTRICAL OPERATED TOY VEHICLES

MOPEDS

Moped bikes are allowed as long as they are used as a second or additional vehicle. Mopeds will be treated as motorcycles and will be required to have a parking permit and follow all parking rules and regulations. Mopeds will need to park in the front part of the Member's assigned parking space. At no time can the moped take up an entire parking space anywhere on Colonial property. (**See Motorcycles, Under Parking Rules**)

MINI-BIKES OR GAS OPERATED TOY VEHICLES

Mini-bikes or gas operated toy vehicles are **prohibited** on Cooperative property. It is also prohibited to store or maintain mini-bikes or similar vehicles within the townhouse. This policy applies to Members, their families, guests or visitors.

BATTERY OPERATED TOY VEHICLES

Battery operated toy vehicles are allowed on Colonial property with **ADULT SUPERVISION ONLY AND THEY MUST NOT BE OPERATED IN THE PARKING LOTS.** The toy must be stored inside the townhouse when not in use.

The Member may be fined if found to be in violation of these rules (refer to Fines in this Member Handbook). The Member will be notified in writing of any fines being charged and the fine will be due and payable with the next months' carrying charge payment.

NON-SUFFICIENT FUNDS (NSF) and/or RETURNED FUNDS

Payments returned for non-sufficient funds (NSF) or funds returned for any other reason will ***not*** be re-deposited by the Cooperative. NSF checks or returned funds shall be replaced by a **MONEY ORDER OR CERTIFIED CHECK ONLY!**

All NSF checks or returned funds will result in a Returned Funds Fee which will be added to the Member's balance. The Board of Directors reserves the right to change the Returned Funds Fee. Members are to be notified of the change, in writing, thirty (30) days prior to the change. The Cooperative's Returned Funds Fee is in addition to any charges that may be applied by the Member's bank for the returned funds payment. Refer to the Fee Schedule in this Member Handbook for current Returned Funds Fee amount.

A late fee will be made to the Member's balance if the returned funds payment results in a delinquent balance after the fifth of the month (see Carrying Charge Payments in this Member Handbook for information regarding late fees for late payment). The late charge will be in addition to the Returned Funds Fee applied to the Member's balance.

A legal notice (Demand for Possession Nonpayment of Rent) will be sent by the Cooperative office notifying you of the returned funds and any additional charges. If the full amount is not paid within seven days, the account will be turned over to the attorney for legal action.

If a Member has three (3) or more NSF checks or returned funds during any 12-month period, they will be required to pay with money orders or certified checks ONLY. The Cooperative will no longer accept any personal checks from the Member or for any payments for that Member's account.

NOISE AND NUISANCE POLICY

To respect the rights of quiet enjoyment of other Members of the Cooperative, their family and guests are not allowed to:

1. Operate any radio, stereo, television set, or musical instrument in a manner that might disturb other Members. Be especially careful with bass levels that are easily heard through walls and ceilings.
2. To use any air guns or firearms in or about the Cooperative.
3. To use fireworks or explosive material in or about the Cooperative. The only exception to this is sparklers*.
4. Create excessive amounts of noise, lewd, obscene, and other disruptive behavior. This includes yelling, screaming or barking dogs.
5. Permit loud noises in parking lots because of groups of friends, loud cars, unattended car alarms, loud stereos, motorcycles or power tools.
6. Destroy neighbors' property (cars, grass, shrubs, lawn furniture, etc.).
7. Be publicly under the influence of alcohol and/or drugs.
8. Run loudly up and down the stairs.
9. Allow children to stay out past the city curfew as defined in City of Lansing Curfew Ordinance.

Members failing to follow this Policy will be assessed a fine for complaints received. Refer to Fines in this Member Handbook.

Depending on the severity of the violation management may use discretion to accelerate appearance before the Board of Directors.

Complaints regarding violations are to be addressed to the Cooperative office in written form (letter or email) and signed by the Member making the complaint (See Complaint Procedure in this Member Handbook).

* Sparklers are defined as the slow-burning, handheld fireworks that are simply a chemical mixture molded onto the end of a stiff wire. Once a sparkler is lit and the chemicals reach a high enough temperature, the reaction results in colored sparks that are emitted until the mold has progressively burnt out. While in theory, the chemical reaction created by lit sparklers is safe, their use is only safe for children who are properly instructed and supervised.

Revised 08/17

Members have the privilege of growing gardens and using individual expression with landscaping in both their front and back yards. Some restrictions do apply as noted in this Policy. Every spring the Cooperative holds “Flower Day”. This is the day when Members can select flowers, provided free of cost, to be planted at their townhouses. Each year the Cooperative has the Members gardens judged. Cash prizes and award ribbons are presented at the Annual Picnic to 1st, 2nd, 3rd place winners and 4 Honorable Mention awards.

The Cooperative strives to keep both the interior and exterior of the property aesthetically pleasing. Grounds maintenance provided by the Cooperative includes lawn, tree, and shrub upkeep, snow plowing as described in Snow Plowing section of this Member Handbook, and general litter pick-up. Members must help this effort by adhering to the items listed in this policy.

GENERAL

1. Do not litter. This includes cigarette butts.
 2. Storm doors cannot be propped open.
 3. The lawn area must be kept completely clear of everything including: grills, outdoor furniture, toys, etc. on days the lawn will be mowed. Maintenance or the mowers cannot move items for Members.
 4. Do not leave toys, sports equipment, mops, brooms, newspapers, etc. outside after use. This includes in parking lots, sidewalks, dumpster areas, general play area, and other Members' lawn areas.
 5. Bikes may be stored in the garden area in back of the townhouse in a neat and orderly fashion. They must NOT be stored within six (6”) inches of the central air conditioning unit.
 6. All items and/or vegetation must provide a minimum six (6”) inch clearance of the central air conditioning unit. No items may be laid on top of the central air conditioning unit.
 7. The lawn must be kept free of animal feces.
 8. Keep sod, bushes, and trees from being damaged by children, visitors, guests and/or pets.
 9. Do not drain oil or other motor vehicle fluids in the parking lots or lawn areas.
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OUTDOOR POLICY
(Page 2 of 4)

10. You are responsible to repair bare spots on your lawn area caused by family members, guests or pets. This is especially important in back yards where dogs do the most damage. Any damage done to the grounds area due to the negligence of Members, children, visitors, guests or pets will be repaired and charged to the Member.
 11. Remove bags of yard waste immediately. Members must place the yard refuse bags in the designated area by the maintenance shop parking lot.
 12. Seasonal items (ie: hoses, snow shovels, holiday decorations, etc.) must be removed and stored inside within four (4) weeks of the season/holiday, weather permitting.
 13. Lawn furniture (including benches) may be stored only in the backyard on a patio, deck or against the building.
 14. Trunk or bench style storage boxes designed for outside storage are allowed. The dimensions cannot exceed 53" long, 28" deep and 24" tall (limit 1).
 15. No outside structures (pet housing, sheds, etc.) are allowed.
 16. Screen houses, canopies and tents are for daily use only. They must not be left up over-night.
 17. Grills, or other outdoor cooking devices, must be stored in garden area or on an approved patio or deck **in back only**. Cooking devices with open flames must have a fire screen surrounding the flame area. This includes propane burners and chimneys. Outdoor fire pits are not allowed (including portable fire pits). Any cooking device must be on a fireproof surface and be used at least six (6) feet away from the building when in use and moved back close to building when cooled for storage so it does not infringe with lawn mowing.
 18. No cooking is allowed in the front yard area or on any porch (front or back).
 19. Do not empty coals until they have completely cooled. Do not empty grills on the lawn.
 20. If grills are covered it must be with a cover provided for that purpose. Tarps, plastic sheets, garbage bags, etc. are not allowed.
 21. No ponds, garden ponds or fountains of any kind (either above the ground or below) will be allowed.
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22. Swimming pools cannot be stored outside. The pool cannot be left unattended with water in it at any time and it must be emptied daily. Pools cannot measure more than six feet (6') in any direction and no taller than twenty-two inches (22").
23. Bouncy Houses or other large inflatable play equipment will not be allowed.
24. Trampolines will not be allowed.

SHRUBS AND BUSHES

1. Shrubs and bushes may be planted in front of the townhouse with permission from the Cooperative. The maintenance staff will trim the shrub/bush at no cost to the Member. Shrubs/Bushes height cannot exceed the bottom edge of any window of the townhouse.
2. Members who wish to have a shrub/bush belonging to the Cooperative removed from the front of their townhouse must have an approved Installation/Alteration Permit. Requests to have bushes removed by maintenance will be charged to the Member. The Installation/Alteration Permit may be approved only if the Member agrees to plant a new shrub/bush or plant a garden at the Member's expense. If a Member fails to plant a new shrub/bush or plant a garden in a timely manner, the Cooperative will plant one and charge the Member. As with all alterations, upon the sale of the Membership, this must be included in the "As-Is Agreement" or restored to its original condition.

GARDENS

1. Flowers may be planted in the front, side, or rear of the townhouse. Any vegetation height cannot exceed the bottom edge of any window of the townhouse. Members with flowerbeds must adhere to the following limitations:
 - a. Front Yard Flowerbeds: The flowerbed area may not extend past the end of the bottom step of the porch area, including border material. Flowerbeds are not to extend any further than the width of the Member's townhouse. No vegetables (including herbs) are allowed to be planted in these flowerbeds.
 - b. Back Yard Flowerbeds/gardens: If a Member does not have a deck or patio, the flower bed/garden may extend from the back of the building to the end of the bottom step of the porch area. Vegetables (including herbs) may only be planted in the back flowerbed.
 - c. Side Yard Flowerbeds: Members living in townhouses that have privacy fences surrounding their side yard may have flower beds that surround the outside of the
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fence. These flowerbeds may only extend a maximum of two (2) feet from the fence. No vegetables (including herbs) are allowed to be planted in these flowerbeds.

- d. Flower Beds around Decks/Patios: Townhouses with a deck or patio may have an additional two (2) feet from the edge of the deck or patio for flowers. Flowers may also be planted on the side if the plantings do not exceed the width of the Member's townhouse and are in a border.
 - e. Side of Building Flowerbeds: Members living in townhouses at the end of a building may have gardens on the end of the building. These flowerbeds may only extend a maximum of two (2) feet from the building. No vegetables (including herbs) are allowed to be planted in these flowerbeds.
2. Any additional garden planting must be approved (ie: planting in common areas or around trees) by submitting an Alteration Permit Request which can be obtained at the Cooperative office and may require permission by the Board of Directors.
 3. All flowerbeds must be in a border to assure the lawn contractor does not cause damage. Neither the Cooperative nor contractor is responsible for any damage to plants not enclosed by a border. The flowerbed area must be a clearly visible and defined flowerbed and suitable surround material designed for landscaping (i.e. plastic border, landscape timbers, bricks, or rocks, etc.) height not to exceed 12". Items such as untreated wood, particle board, shoe racks, appliance grates, etc. are not allowed to be used as gardening surrounds or trellises.
 4. Members who choose to have gardens are completely responsible for the maintenance of them, including weeding. If a garden falls into disrepair or becomes overrun by weeds the Member will be given notice to clean it up or the maintenance staff will do the needed maintenance to remove the garden. The responsible Member will be charged a fee per hour to offset these costs.
 5. Climbing vines or ground cover plants cannot be allowed to climb on the building or spread to the lawn area. If maintenance must remove the vegetation there will be a charge to the Member.

TREES

Any tree planting must be approved by submitting an Alteration Permit Request which can be obtained at the Cooperative office and may require permission by the Board of Directors.

Management or the Board of Directors reserves the right to request removal of items that do not contribute to the beauty of Colonial Townhouses.

Members failing to follow this Policy will be assessed a fine for violations received. Please see Fines in this Member Handbook.

PARKING RULES
(Page 1 of 3)

GENERAL INFORMATION - Each household is given one assigned numbered space in which to park their vehicle. Members must park within their assigned personal lined-off space. A second vehicle may be registered to a household when there is more than one licensed driver on the family composition form and the vehicle is registered to one of those household members. The second vehicle in a household must park in an un-numbered space or in one of the overflow lots (See Overflow Lots). No Member is allowed to park in another Member's assigned space. Only Members of Colonial with registered and tagged vehicles are allowed to park in the parking lots.

TOYS, BICYCLES AND PLAYING CHILDREN ARE NOT ALLOWED IN THE PARKING LOTS.

PARKING STICKER(S) - All vehicles belonging to members of a household must be registered with the Cooperative office in order to park in a lot. In order to register a vehicle and obtain a parking sticker the Member must complete a Vehicle Registration Form and provide a current Michigan Registration for the vehicle. Each household will be issued one primary parking sticker with the number of their assigned space recorded on it. One additional sticker may be provided to the household provided there is another licensed driver living in the household and listed on the Household Composition form.

This sticker is to be adhered to the bottom left front window of the vehicle. Members failing to display the parking sticker as described will be assessed a fine (see Fines in this Member Handbook). A new vehicle must be registered with three business days of acquisition or purchase. All old stickers must be returned to the Cooperative office for a new one to be issued. If a vehicle is sold or a windshield replaced the sticker should be removed and turned in to receive a new one.

Members will be required to re-register vehicles periodically and obtain a new parking sticker. Members failing to register a vehicle will be assessed a fine (see Fines in this Member Handbook).

ADDITIONAL PARKING STICKERS - Special permission must be obtained to have a third parking sticker issued for a household. A third sticker will only be issued if there are three licensed drivers in the household and there is no history of violations of the rules and regulations. At no time will a household be allowed more than three parking stickers. A request form must be completed and approved by the Board of Directors to obtain a third sticker. If the sticker request is approved the third car must park in an over-flow lot. At no time can three cars from one household be parked in the lot. Any violation of this rule can result in permanent revocation of a third permit.

A Support Person parking sticker can be issued to park in a Member's numbered spot if a household has no car and needs to provide a space for the person providing the Member with transportation and no cars from the household are left parked in the lot.

Special Parking Stickers will be approved as noted above until the total number of registered member vehicles exceeds 410. At that point, any requests for Special Parking Stickers will be put on a wait list

PARKING RULES
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and will be reviewed again for consideration based on the date the request was received when the quantity of registered vehicles drops below 410.

TEMPORARY PARKING PERMITS - If a “temporary” parking permit is issued to non-members; the vehicle **MUST** be parked in an overflow lot (see Overflow Lots) for the duration of the permit. These permits must be obtained at the Cooperative office and hung on the rear-view mirror of the vehicle. A Temporary Permit must be obtained for a rental car if a registered car is not currently parking in any lot. Moving vans parked overnight must have a Temporary Permit and must be parked in an over-flow lot (see Overflow Lots) or the street.

VISITOR PARKING - VISITORS ARE NOT ALLOWED TO PARK IN LOTS. UNREGISTERED VEHICLES WILL BE TOWED AT THE OWNER’S EXPENSE. MEMBERS ARE HELD RESPONSIBLE FOR THEIR VISITORS OBEYING THE PARKING RULES.

NO PARKING AREAS - Parking is not allowed in fire lanes, behind other vehicles, on the grass, or anywhere other than designated parking spaces. Vehicles in violation will be fined and/or towed at the owner’s expense.

UN-NUMBERED PARKING SPACES – Un-numbered spaces are available on a first come, first serve basis, for **REGISTERED VEHICLES ONLY**.

OVERFLOW LOTS – Spaces will be designated by labeling the space “Overflow Permit Only” in each overflow lot. Designated overflow spaces are located in lots 1, 2 & 13. Stickers designated for approved additional cars are marked accordingly. Only these vehicles and visitors with a Temporary Permit may use the designated overflow parking spaces.

INOPERABLE/ABANDONED VEHICLES - All abandoned vehicles and all inoperable vehicles (whether registered or not), which include but are not limited to; vehicles with flat tires, expired license plates, no license plates or not in running condition will be removed from the Cooperative property at the owner’s expense with 48-hour prior notice. Any vehicle parked on the premises without being moved for fifteen (15) days shall be deemed inoperable and towed at the owner’s expense.

VEHICLES DEEMED A HAZARD – Any vehicle that is deemed a possible hazard to people and/or property will be towed without notice (whether registered or not). Hazards include, but are not limited to: tires off, up on jacks, blocks, etc. leaking gas or oil.

STORAGE - Vehicles cannot be stored on Cooperative property with or without a Parking Permit. Vehicles must be fully insured and legal to drive on the streets. Also, storage of moving vehicles, utility trailers, dump trucks, buses, recreational vehicles, etc. cannot be parked on Cooperative property without approval from management and/or Board of Directors.

PARKING RULES
(Page 3 of 3)

MOTORCYCLES – Motorcycles must be registered and stickered the same as cars. With prior permission from management, a motorcycle may be parked in front of your car in your assigned numbered space, if it fits there and does not obstruct the parking lot. Otherwise motorcycles must park in an overflow lot (See Overflow Lots). All motorcycles must have a piece of wood placed under the kick stand to avoid damage to the parking lot. **MOTORCYCLES ARE REQUIRED TO FOLLOW ALL THE RULES AND REGULATIONS THAT PERTAIN TO OTHER VEHICLES.**

REPAIRS – Minor repairs such as changing a tire, windshield wipers, etc. are allowed. The work cannot exceed a two-hour time period. **MAJOR REPAIRS TO VEHICLES ARE NOT ALLOWED IN PARKING LOTS.** This includes but is not limited to; changing oil, replacing brakes or transmission, or other standard maintenance items. **ANY VEHICLE LEAKING FLUIDS MUST BE REMOVED FROM THE PARKING LOT IMMEDIATELY OR IT WILL BE TOWED AT OWNER’S EXPENSE.**

WASHING VEHICLES – Washing of vehicles is not allowed.

Members not adhering to this policy will be assessed a fine. Refer to the FINE section of this Member Handbook.

PARKING COMPLAINTS - COMPLAINTS REGARDING PARKING VIOLATIONS ARE TO BE ADDRESSED TO THE COOPERATIVE OFFICE IN WRITTEN FORM (LETTER OR EMAIL) AND SIGNED BY THE MEMBER MAKING THE COMPLAINT. ANY MEMBER WHO RECEIVES TWO PARKING VIOLATION NOTICES WITHIN A TWELVE-MONTH PERIOD WILL BE REQUIRED TO APPEAR AT A BOARD OF DIRECTORS MEETING.

ALL MEMBERS AND THEIR GUESTS OR INVITEES MUST COMPLY WITH THESE PARKING RULES. FAILURE TO COMPLY WILL BE DEEMED A VIOLATION OF THE OCCUPANCY AGREEMENT AND MAY RESULT IN FINES AND/OR EVICTION.

PATIO POLICY
(Page 1 of 2)

Members are allowed to build a patio behind their townhouse. They must adhere to the following policies:

1. An approved Installation/Alteration Permit is required, prior to installation along with the “Requirements and Rules For Installation Of A Patio” form. Both can be obtained from the Cooperative office.
 2. Miss Dig at 811 must be called prior to any work beginning. This is the Member’s responsibility.
 3. The Member must obtain any required permits from the City of Lansing, State of Michigan or any other authority if applicable. Any cost associated with the permit(s) is the Member’s responsibility.
 4. The patio must meet all building codes, contain quality material, and be visually acceptable. Patios must be paved with paving brick and bordered with an approved patio border and level with the ground.
 5. The patio must be free standing. It cannot be attached to the building in any manner.
 6. Member must install the patio according to Requirements and Rules For Installation Of A Patio form available at the Cooperative office.
 7. The width of the patio cannot exceed the width of your townhouse and the length cannot exceed twelve (12) feet from the rear of the townhouse. Note: in some areas, based on the location of the back yard, the size of the patio may not be able to be constructed at the maximum size listed. Management will inspect the proposed area for your patio and provide you with the maximum size that will be allowed.
 8. The patio must be constructed in such a way as to not interfere with access to outside faucets, utility meters or other such equipment. Room for a person to service such items must be available.
 9. The Member is totally responsible for the maintenance and upkeep of the patio and its surrounding area. This includes repairing loose or broken wood, stone, pavers, etc. periodic resealing, trimming weeds and grass, etc.
 10. Shrubs must not be removed unless approved by management.
 11. If the patio is installed before permission is granted, the Member may be required to remove the patio or bring it into compliance with this Patio Policy. This will be at the Member’s expense.
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12. Once constructed, the patio must be inspected by management for final approval. If the patio does not conform to this policy, corrections will be required, or the patio must be removed at the Member's expense.
13. The Cooperative will not be responsible for the maintenance or repair of a Member's patio.
14. If the patio is removed the area must be returned to its original condition.
15. The Board of Directors reserves the right to require a patio to be removed for any reason and the area restored to its original condition. If the Board of Directors should require the removal of the patio and it is not removed, the Member will be charged for the removal and restoration.

The Member must agree to remove patio and fill in the area with dirt and plant grass seed upon move-out from Colonial Townhouses if the patio does not pass inspection by the Cooperative Manager, or it is not accepted on the As-Is Agreement by the incoming Member.

PET POLICY, RULES AND REGULATIONS
(Page 1 of 7)

Members are allowed to keep pets in the Cooperative premises. It is the Members' responsibility to read and be familiar with the rules and policies pertaining to the type of pet(s) allowed and local ordinances pertaining to pet ownership. Members who keep pets on the Cooperative premises shall abide by the following enacted rules and regulations. Any Member found to have a pet which does not fall within an approved category will be assessed a fine in accordance with Colonial Townhouses Cooperative Fine Regulations set forth in this Member Handbook. Members who habitually violate this Pet Policy, Rules and Regulations, and the Colonial Townhouses Pet Occupancy Agreement Addendum (i.e., three (3) or more times) may be subject to termination of occupancy rights. The following categories of pets are regulated in the manner set forth below:

- a) Contained, non-dangerous pets: pets which could not cause damage to the health or safety of Colonial Townhouses Cooperative Members due to normal characteristics or habits of the species, and which are contained in a cage, tank, or other restricting container. This category includes birds, small rodents, fish, and rabbits. Rabbits shall not be housed outdoors and will be subject to the same regulations listed under this pet policy for dogs and cats.
 - b) Contained, exotic and/or potentially dangerous pets: pets defined as "exotic" in accordance with applicable local ordinances, and/or pets contained in a cage, tank or other restricting container which have normal physical characteristics or habits of animals defined as exotic, and/or that might pose a danger to the health or safety of Colonial Townhouses Cooperative Members if accidentally released. This category includes venomous snakes, insects, constrictors, piranhas, pot belly pigs. The examples given are illustrative but not restrictive.
 - c) Aggressive dogs or cats: An aggressive dog or cat is one who, while on or off Colonial Townhouses premises makes — or repeatedly attempts to make — negative physical contact with any person or any animal. "Negative physical contact" is that which is potentially harmful or dangerous to persons or pets. Some examples might be, but are not limited to, the following:
 - Snapping
 - Growling
 - Baring Teeth
 - Charging or Lunging
 - Raising Hackles
 - Biting
 - Scratching and/or clawing another person or animal
 - Any breed of dog or cat known to be aggressive toward another person and/or another animal in accordance with breed standards established by the American Kennel Club and/or the United Kennel Club.
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PET POLICY, RULES AND REGULATIONS

(Page 2 of 7)

Any Member who believes she or he experienced or witnessed an act of dog or cat aggression may fill out a written complaint, which must be signed, dated and presented to the Management Agent.

- d) Dangerous or potentially dangerous pets: attack-trained dogs, monkeys and cats other than domesticated housecats including, but not necessarily limited to the following prohibited breeds of dogs:
- (i) Rottweilers: Rottweiler shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club for Rottweilers.
 - (ii) Akitas: Akita shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club for Akitas.
 - (iii) Pit Bulls or Pit Bull Terriers: Pit Bull or Pit Bull Terrier shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or substantially conform to the breed standards established by the United Kennel Club for American Pit Bull Terriers.
 - (iv) Dobermans: Doberman shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club.
 - (v) The Perro de Presa Canarios (Canary Dog): Canary Dog shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the United Kennel Club for Perro de Presa Canarios and the American Kennel Club for Perro de Presa Canarios.
 - (vi) Shar-Peis: Shar-Pei shall refer to any canine (purebred or hybrid) which exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club.
 - (vii) Wolf and wolf hybrids: Wolf and wolf-hybrids "Wolf hybrid" means an animal which is the progeny or descendent of a domestic dog (*Canis familiaris*) and a wolf (*Canis lupus* or *Canis rufus*). "Wolf hybrid" also means any animal that is advertised, registered, licensed or otherwise described or represented as a wolf hybrid by its owner, or an animal which
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PET POLICY, RULES AND REGULATIONS
(Page 3 of 7)

exhibits primary physical and/or behavioral wolf characteristics as defined by the Michigan Department of Natural Resources.

GENERAL RULES:

1. All pets are subject to applicable City ordinances and the Colonial Townhouses Cooperative Pet Policy, Rules and Regulations. Pets must be expressly approved by the Colonial Townhouses Cooperative Board of Directors or its Agent via the granting of a Colonial Townhouses Cooperative Pet Permit.
 2. Pets in categories (b), (c), and (d) are not allowed.
 3. No attack dogs or other animals considered dangerous or aggressive as set forth above shall be permitted upon the premises. At no time will any animal be trained to attack people or other animals.
 4. Only two (2) pets are permitted per townhouse. (Example: one dog, one cat, two dogs; two cats).
 5. Approval from the Colonial Townhouses Cooperative Board of Directors or its Agent must be in writing stating that permission to have the animal in the Cooperative premises was approved. The permit to acquire an animal will be valid for ninety (90) days and must be followed up with proper registration where required by applicable local ordinances and Colonial Townhouses Cooperative Rules and Regulations.
 6. An approval for a Member's current pet does not mean automatic approval for a new or different pet. Pet permits are non-transferable. In the event the pet associated with your permit is no longer in your possession, it is your responsibility to notify the Cooperative that you no longer have your pet.
 7. Dog license numbers must be recorded on the pet registration form. Upon registration, proof of appropriate vaccinations must be supplied. (Cats - rabies, distemper, rhinovirus; dogs - rabies, distemper, Parvo, or any other inoculations for communicable diseases as recommended by the Colonial Townhouses Cooperative Management on the advice of local health authorities.).
 8. **ALL PETS, INCLUDING CATS**, will not be allowed out of the Member's townhouse except when on a leash and accompanied by a responsible person. A responsible person is an individual who can, physically and by voice, command and control the pet while on a leash. The leash shall not be allowed to exceed distances that permit the pet to run at or up to an oncoming pedestrian and allowing physical contact. Therefore, Members who have pets on an "extendable and retractable" leash should retract the leash when oncoming pedestrians are approaching in order to have better control of their pet.
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PET POLICY, RULES AND REGULATIONS
(Page 4 of 7)

9. All animals shall be indoor pets. Doghouses or other outside living quarters for animals are not allowed.
10. The member is responsible for providing Management with the following information and documents which are to be kept on file in the Member's folder:
 - (a) Clear, color photos (3 x 5) from the side and the front along with a written identifying description of the animal;
 - (b) Attending veterinarian's name, address and telephone number;
 - (c) All pets must be licensed with proper vaccinations and registered with the City. This proof must be submitted on an annual basis by submitting a completed Colonial Townhouses Cooperative Pet Registration Form on July 1st of each year. Animals not required to be licensed will still have to be registered with the Cooperative. Members already owning pets with local licenses must register those pets with Colonial Townhouses Cooperative. Members owning pets that are not licensed and are by local ordinance required to be licensed, must license the pet and register it.
 - (d) Dog and cat licensing certificates in accordance with local and state law;
 - (e) Emergency boarding accommodations;
 - (f) The name and number of at least one (1) emergency contact; and
 - (g) The Member is responsible for keeping Management informed of any change of information.

Failure to register your pet and or timely supply information will result in the assessment of fines and or termination of pet privileges, and/or termination of membership and occupancy.

11. When walking your pet around the Cooperative or in the common areas, all pet owners will immediately remove all deposits their pets make on the ground (this applies to cats also) and placed inside a trash container. Not abiding by this policy will result in an immediate fine (refer to Fines in this Member Handbook). No written warning will be given.

Litter boxes are to be emptied regularly and “double bagged” into the dumpster. Your home and yard should be odor free.

13. The Member will be responsible for any damages caused by his/her pet including but not limited to, sod, foliage, and structural (internal/external) damage.
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PET POLICY, RULES AND REGULATIONS

(Page 5 of 7)

13. Animals causing annoyances or disturbances to Members by frequently and habitually barking, howling, yelping, or making other loud noises will not be tolerated. The Member will not permit a pet to make excessive, continual or unreasonable noise that will disturb other Members.
 14. **The Member shall not allow his/her pet to run free in Colonial Townhouses Cooperative. The Member shall not chain or tether his/her pet.**
 15. **NO BREEDING OF ANY TYPE IS PERMITTED.** Absolutely no breeding of animals is permitted at any time. Pets shall not be kept, bred, or used for any commercial purposes. If a litter is born to a pet, the Member will be issued a written warning of violation and directed to reduce the total number of pets owned to two (2) within three (3) months. In the event a Member breeds his or her animals and has been previously issued a warning, said Member will be fined, and/or his or her pet privileges revoked, and/or his or her occupancy and membership may be terminated.
 16. All dogs and cats shall be spayed or neutered.
 17. All cats shall be litter-box trained.
 18. If a pet problem cannot be resolved by mutual understanding, the complaint procedure should be followed.
 19. Pets belonging to guests of Members are subject to this Pet Policy. Failure to abide by these rules regardless of whether the Member or his/her guest owns the pet will result in the assessment of a fine to the offending Member Townhouse.
 20. **New pet owners are subject to a six-month probation period**, during which time, any complaint letter is received by Colonial Townhouses Cooperative, the Member's pet privileges may be revoked, and/or the Member may be fined.
 21. Should there be any sign of fleas and or other pest infestations, the Member will immediately use an accredited pest control company to fumigate the townhouse at own expense. If an infestation spreads to other townhouses in the immediate vicinity of the Member's townhouse, the Member shall be responsible for the fumigation of each affected townhouse. Members are required to maintain his or her pets on flea/pest preventatives.
 22. Members shall provide a safe environment inside his or her dwelling townhouse by restraining, crating/caging or removing his or her pet(s) when agents/employees acting on behalf of Colonial Townhouses Cooperative enter the dwelling townhouse for purposes of inspections or regular maintenance issues.
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PET POLICY, RULES AND REGULATIONS

(Page 6 of 7)

23. Special Rules Applicable to Fish:
- (a) No more than two (2) fifty-five (55) gallon aquariums, or their equivalent, per townhouse will be allowed, with the provision that, if two such tanks are maintained, one of them must be kept in the basement of the townhouse. Any aquarium larger than 55 gallons in capacity will be considered a maximum pet quota for a townhouse, and must be kept in the basement, but it may not exceed one hundred (100) gallons in capacity. Aquariums smaller than 55 gallons in capacity may not cumulatively exceed the 55-gallon limit if kept above the basement (or ground level of one-bedroom townhouses).
 - (b) Aquarium installation must be presented to the Cooperative office for inspection and location of the tank must be pre-approved. Disposal of aquarium water shall be made into toilets only but shall first be filtered so as to avoid the flushing of any aquarium rocks or fillers into the septic system.
 - (c) Any damage caused to plumbing and plumbing fixtures will be the financial responsibility of the member.
 - (d) Goldfish and other small fish kept in a smaller bowl do not need to be approved by the Cooperative office.
24. To show compassion to both your pet and your neighbor, please do not leave your dog unattended in the townhouse for a period longer than twelve (12) hours.
25. Members should consider the need for space and exercise of a pet, particularly dogs, and restrict their choices to smaller, allowed breeds.
26. All pet owners will be responsible for any destruction created by their pets including sod, shrubbery, and structural damages, etc.
27. The Member is required to secure appropriate liability insurance which includes coverage for personal liability, personal property and/or other similar pet liability insurance and indemnify Colonial Townhouses Cooperative and its directors, officers, employees and agents against pet-related litigation and/or attorney's fees. Member shall provide a copy of his or her certificate of insurance to Management and same shall be kept in the Member's file. Member shall provide a copy of his or her certificate of liability insurance thereafter on an annual basis or at such different times as may be requested by Management. Failure to maintain proper insurance coverage may subject the Member to a fine and/or revocation of pet privileges. Continuous and repeated violations may result in termination of membership and occupancy.

COOPERATIVE ENFORCEMENT:

Any Member with a complaint against another Member/pet owner must first submit a written complaint to Management. Management will notify the offending Member upon the submission of a complaint.

Failure to pay fines, obey a removal order, or in any other way contravene the pet policy, rules and regulations, Occupancy Agreement and Bylaws of the Cooperative may result in revocation of pet privileges or termination of membership and occupancy where determined by the Board of Directors.

RECYCLING

Recycling in the City of Lansing is mandatory as of November 15, 1992. Lansing City residents who refuse to comply with this law are subject to a fine of five hundred dollars (\$500.00) or imprisoned not more than ninety days, or both, for each offense per City of Lansing Multi-Family Recycling, 202.00 GENERAL CODE PENALTY.

All Members are provided with a recycling bin at the time of move-in. All recycling bins are to be stored inside the townhouse, and not on the front or back porch or yard. New Members are provided with a list of items that are recyclable and how to prepare them for pick-up. Plastic jugs and containers, cans, newspaper and magazines should be set out for recycling (no glass and no plastic grocery bags).

Recycling bins are to be put on the curb in front of your town home every Monday before 6:00 a.m. Recycling bins are not to be placed out on the curbs the night before and are to be picked up and stored inside your home after pick-up.

SATELLITE DISH POLICY
(Page 1 of 3)

Satellite Dishes are allowed to be installed, providing the Member follows **all** policies and guidelines set by the Board of Directors. Members who wish to install a satellite dish must apply for installation first by filling out an alteration permit at the Cooperative office, and then follow all items that are required in the Satellite Dish Policy. Members who do not follow the Policy will be subject to the remedies set forth in the Occupancy Agreement.

Due to the direction needed to receive a signal, not all Members may have the ability to install a satellite dish.

1. An Installation/Alteration permit must be submitted and approved **prior** to the installation of a satellite dish.
2. A site inspection will need to be done by the Property Manager and or maintenance staff prior to the approval of the Installation/Alteration permit. The Property Manager will determine the location of the satellite dish. The Cooperative prefers that satellite dishes to be located in the rear of the townhouse whenever possible.
3. Miss Dig must be contacted **prior** to installation and the reference/job number must be written on the Installation/Alteration permit. (1-800-482-7171).
4. A professional installer must be used to ensure that the satellite dish is installed properly.
5. The dish will **not** be allowed to be attached to the building, roof, porch, porch railings, railings or barriers of any kind or Cooperative owned privacy fences.
6. The location of the satellite dish must be in a flowerbed within the width of the installing Member's townhouse. The dish may **not** be installed behind, beside, or in front of another Member's townhouse.
7. All components of the satellite dish including the reflector, cone or reception arm must be contained within the flowerbed area. No portion may extend beyond the flowerbed border.
8. The hole for the wiring to enter the building must be in the mortar, not the brick. It must go through the sill plate. The size of the hole can only be large enough to accommodate the wiring. The hole needs to be sealed with silicone caulk after the installation of the wiring to prevent water damage to the building.
9. Any exposed wire running up the building must be in conduit and secured to the building.
10. The dish must be properly grounded.
11. A maximum of two stationary non-rotating dishes per pole dish will be allowed per townhouse. To preserve the aesthetics of the property, the size of the dish (reflector) cannot exceed 40 inches.

12. Members are required to carry liability insurance to cover full claims that may be made against the Cooperative as a result of any damage or injury caused by the satellite dish. Documentation must be provided with the Installation/Alteration permit and Colonial Townhouses must be listed as a Certificate Holder and Additional Insured.
13. Management must do a final inspection once the dish has been installed.
14. The location of the dish **cannot** be changed without another site inspection.
15. Trees, shrubs, or landscaping of any kind may **not** be removed or altered in any way to accommodate satellite dish installation or reception.

DISHES LOCATED IN FLOWERBED

- a. The flowerbed area may not exceed 48 inches from the building, including border material.
- b. The flowerbed area must be a clearly visible and defined flowerbed, i.e. plastic border, landscape timbers, bricks, or rocks, etc.
- c. The flowerbed border must be installed prior to, or immediately upon installation of the satellite dish.
- d. The pole must be driven down into the ground at least 24 inches.
- e. The wiring from the dish to the building must be buried under ground, mulch, stone, etc.
- f. To prevent damage to the root system of the shrubs, no holes can be dug around the shrubs.
- g. The top of the dish may not extend above the lowest windowsill on the townhouse.
- h. The Member will need to landscape in front of the pole to help preserve the building's aesthetic appearance.

SATELLITE DISH POLICY

(Page 3 of 3)

NOTE: If a satellite dish is placed in any flowerbed, the Member will become responsible for all maintenance to the flowerbed and shrubs. If access to the flowerbed area is required by maintenance or contracted services, the dish will have to be removed at the owner's expense.

REMOVAL: Members who choose to install a satellite dish are responsible for the removal of the dish, the pole, the wiring and patching of holes in the building upon move out. Members are also responsible for restoration of Cooperative grounds. A \$100.00 charge will be deducted from the Membership refund if removal or any portion of removal is done by the Cooperative.

SIDEWALKS

The sidewalks, entrances and passages shall not be obstructed or encumbered. Repair costs for damage caused by Member (paint, excessive salt, etc.) will be charged to the Member.

SIGNS, ADVERTISEMENTS, NOTICES, AWNINGS, ETC.

No signs, advertisements, notices, awnings, or projections shall be exhibited, inscribed, painted, or affixed by any Member on any part of the outside or inside of the premises.

SMOKE DETECTORS

Smoke detectors will be checked by staff when annual inspections are conducted. The smoke detector in your basement and upstairs are 10-year lithium battery smoke detectors. The one located in your living room is an electric smoke detector.

If your smoke detector is found missing or disabled, the Member will be charged the cost of a new smoke detector. In addition to the cost of replacing it, if it is found that the Members or anyone living with the Member or a visitor of the Member has tampered with, disabled, or removed the smoke detectors from the wall the Member will be fined (refer to Fines in this Member Handbook).

If a Member suspects that their smoke detector is inoperable, they should call the Cooperative office to request a Maintenance Service Request immediately at 517-882-4716 or call Emergency Maintenance Service at 517-202-7820 if it is an evening, weekend or holiday.

SNOW PLOWING
(Page 1 of 3)

Plowing of the lots will not begin until there has been an accumulation of two or more inches of snow on the parking lot surface. All centers of the lots will be done first, with the parking spaces being plowed later in the day, weather permitting.

When Maintenance is ready to start plowing the parking spaces, an Instant Alert will be sent as a signal for Members to immediately move their vehicle(s) out of the parking lot. The Instant Alert will inform you what time the section your parking lot is located will be plowed. A section map will be provided to each household.

If a Member is not signed up for Instant Alert notification, the only notice given will be the sounding of the horn. Between the time you hear the horn and the plow truck arrives to begin plowing the parking spaces, Members will have as little as 10 minutes to remove their vehicle(s) from the parking lot. **Once the plow truck starts plowing the parking spaces in your lot, any vehicles left in the lot will be charged a fine. Any vehicles without a Parking Permit sticker will be towed.**

Once a parking lot is empty an orange cone will be placed in the middle of the parking lot entrance. Once the cones are removed, you are encouraged to move your vehicle back to the lot to provide empty spaces for vehicles from other lots to be cleared.

If all vehicles are not removed from the parking lot, it could result in areas not being cleared. Plowing will not be done between any vehicles that does not provide multiple spaces for easy maneuvering. The ease of maneuvering is at the discretion of the driver. **Any vehicles in the parking lot once the plow truck begins moving snow will be charged a fine. This applies to the entire parking lot and is not determined by the location of your vehicle.** The Cooperative will not be responsible for any damages to vehicles left in the parking lot.

If a Member and/or occupant will be out of town for any amount of time during the winter months (October through April) they are encouraged to 1) make arrangements with neighbors to move their vehicle, 2) contact the Office to make arrangements to park the vehicle in the alternative parking lot with permission given by the office, space permitting or 3) make arrangements to park the vehicle off-site.

Colonial staff is not allowed to move, push or jump-start any Member, occupant, or visitors' vehicles.

Primary and secondary sidewalks may be plowed after an accumulation of two or more inches of snow has occurred on the sidewalk surface, depending on weather conditions. Members are not to obstruct sidewalks with toys or personal property. Likewise, Members are not to park their vehicles over the curb/sidewalk that prevents the sidewalk from being properly cleared. Colonial is not responsible for damage to any vehicle that is parked over the curb/sidewalk. Approach walks and porches will not be shoveled or salted by employees of the Cooperative. These are the Member's responsibility.

Do not shovel snow into the center of the parking lots. If it freezes, it could prohibit plow trucks from being able to move snow in the future. Doing so is a violation of this Snow Removal Policy and is subject to Fines.

Those Members physically challenged or possessing a medical condition that prevents shoveling may contact the Office to have their name placed on the list for shoveling of the approach walk and porch/steps (salting or spreading sand remains the responsibility of the Member). Any Member with a disability or medical condition that prevents him or her from shoveling will be required to provide a completed Request for Reasonable Accommodation Form before the Member is placed on the list. Any household with an able-bodied person listed as living in the townhome will not be eligible to be placed on the list. This task will be done once all other snow removal tasks are completed by staff. Colonial Townhouses Cooperative, Inc., CANNOT guarantee a time during the day this can be done.

Enforcement procedure:

- 1st Offense \$35 per vehicle
- 2nd Offense \$50 per vehicle
- 3rd Offense \$65 per vehicle
- Any further Offenses \$75 each time per vehicle

When determining the amount of the charge, it will be based on the number of vehicles (not a specific vehicle) and the of total offenses per townhome. These charges will start over each year in October.

Failure to move any vehicle due to inoperable conditions (dead battery, flat tire, lost/unavailable keys, etc.), owner of vehicle out of town, owner of vehicle not home at the time, etc. will not prevent a fine being charged to the Member. It is the Member's responsibility to ensure arrangements are made to move all vehicles out of the parking lot when requested.

Carpooling

If you are carpooling with another Member or non-Member, your vehicle will still need to be removed from the parking lot when requested.

If a non-Member is parking their vehicle in the parking lot, they must be available to move the vehicle when required or the vehicle will be subject to immediate towing.

Unregistered vehicles (without a parking sticker)

Any vehicle without a parking sticker not moved when required will be towed immediately at the owner's expense and if it is later determined who the owner of the vehicle was visiting, that Member will be fined as laid out in this policy.

Ultimately it is the Member's responsibility to make sure all occupants and visitors comply with the requirements of this policy.

Parking between orange markers

Orange markers are placed by the Colonial Staff to indicate where the snow will be pushed when plowing. Any vehicle that obstructs clear access to these designated areas will be towed at the owner's expense. Colonial is very limited in the areas that allow for piling of snow moved from lots.

SUBLETTING

Subletting is not allowed.

Revised 08/17

TRANSFER POLICY

A member will be allowed to transfer only to those units that they qualify for under the cooperative's occupancy guidelines. All transactions regarding the purchase of a new membership and the sale of the current memberships are to follow all move-in and move-out procedures. Transferring members must pay Base Membership Amount for the new membership upon closing.

The current guidelines for unit and household size are as follows:

One Bedroom	One to three persons
Two Bedrooms	One to six persons
Three Bedrooms	Two to seven persons
Four Bedrooms	Three to nine persons

To transfer the Transferring Member must:

- Have 1 year or longer continued occupancy.
- Be current in all financial obligations to the Cooperative and no more than one late payment in the past 12 months.
- Be a member in good standing, example; no more than 1 unresolved complaint within the past 12 months your current townhouse must be in good condition, you are current in all financial obligations to Colonial, must not have been late in carrying charge payments more than 2 times in the last year and there are no significant complaints filed against you or anyone in your household (example, numerous parking complaints, pet complaints, noise etc. in the past 24 months).
- Be within the minimum income limits set at that time of transfer. All income must be verified to assure Member is within current guidelines.
- Complete a new application and submit a \$10.00 application fee for each person 18 and older for the cost of a criminal background check. Turn in all necessary/requested paperwork.
- Make townhouse transferring out of in resale condition in accordance with the attached "Required Condition of Unit Move-Out and Transfer." At the time the transfer paperwork is turned in, a pre-inspection will be scheduled with Management and Member to determine Member's responsibility to bring townhouse up to resale condition.

VIOLATIONS, FINES AND NOTICES

In order to enforce rules and inform violators of infractions, the Cooperative has a designed Compliance/Violation Notice. The Compliance/Violation Notice will be sent to violators and will become a part of the offending Member(s) permanent record. Violators may receive a written letter in place of a Compliance/Violation Notice. The Compliance/Violation Notices will be attached to windshields or doors or mailed and will serve as reminders to the recipients to improve the situation for the betterment of the Cooperative community. If the situation is not properly remedied and the member is cited repeatedly for the same offense(s), the Board of Directors will notify the Cooperative's attorney for appropriate action up to and including eviction.

WATERBED POLICY

The following regulations apply regarding waterbeds:

Renters, Cooperative, Condo or Homeowners Insurance **shall** be obtained by the Members with a waterbed. The insurance policy must cover potential waterbed damage. Colonial Townhouses Cooperative, Inc. shall be named as “Additional Insured” and as “Certificate Holder”. A copy of the Renter’s Insurance policy shall be provided to the Cooperative office on an annual basis (at a minimum).

The Member is totally responsible for any damage and associated costs that may be caused to the Member’s townhouse or other Cooperative property by the waterbed. Damages include, but are not limited to, structural damage and water leakage.

WEAPONS

The discharge/brandish of guns of any kind, including BB guns, pellet guns, slingshots, and air rifles on Cooperative property is strictly prohibited at Colonial Townhouses Cooperative. All firearms shall be properly registered and stored in accordance with state and local licensing and permit laws, including local ordinance requirements for the City of Lansing.

Fee Schedule

Clubhouse Rental Fee	\$30.00	
Clubhouse Deposit	\$150.00	
Late Fee	\$40.00	
Returned Funds Fee/NSF Fee	\$35.00	
On-Call Fee	\$40.00	Charged if a lockout or deemed not an emergency
Resale Fee	\$100.00	
Transfer Fee	\$100.00	

Updated: 06/2018

MEMBER ACKNOWLEDGEMENT

This “*Member Rules and Regulations*” handbook is for your use and a source of information about Colonial Townhouses Cooperative. It merely sets forth rules, regulations and guidance methods for the policies of Colonial Townhouses Cooperative.

Your signature below acknowledges your receipt of a copy of this Manual and that you understand the guidelines reflected herein and accept that:

I understand and agree that violations of Colonial Townhouses Rules and Regulations shall be deemed to be a violation of the Occupancy Agreement. Appropriate actions for violation of the Cooperative’s Rules and Regulations, and Occupancy Agreement can and will be taken against the violating member. Actions may include, but are not limited to, fines and/or eviction from the cooperative.

I am responsible for reading, understanding, and adhering to the policies outlined in the Guidelines, Procedures, and Policies Reference Guide.

The provisions of the book are guidelines, statements of policy, and procedures that may be changed by the Colonial Townhouses Board of Directors at any time.

The Board of Directors reserves the right to revise, modify, delete, or add to any and all policies, rules, procedures, or guidelines stated in this Member Rules and Regulations handbook with 30 days’ notice to Members.

Address: _____

Signature of Member _____

Date _____

Signature of Member _____

Date _____

Witness: _____

Date _____