

MOVE-OUT PROCEDURES

The steps outlined in the Move-Out Procedures must be followed when a Member decides to sell their Membership and move from Colonial Townhouses Cooperative, Inc. Please read through this entire packet. We suggest that you write down your questions as you read through the information. When you submit your Withdrawal Notice, your questions can be answered at that time. The following procedures are listed in order of occurrence during the move-out process.

1. WITHDRAWAL NOTICE

A signed Withdrawal Notice must be received by the Cooperative's Office from the Member(s) at least 60 days prior to the Member's intent to vacate. A Withdrawal Notice can be obtained from the Cooperative's office. The signed notice can be hand delivered, emailed to colonialoffice@colonialtownhouses.com or mailed to the Cooperative's office at 3818 Pleasant Grove Rd., Lansing, MI 48910.

The Withdrawal Notice states that Cooperative has the option to, but not the obligation to, purchase a selling Member's Membership. At the present time, the Cooperative **IS NOT** exercising this option. The selling Member is responsible for all carrying charges and utilities until the Membership is sold and a closing takes place.

2. MEMBERSHIP AMOUNT (Transfer Value)

The maximum amount for which the Membership can be sold for is established by the Cooperative's bylaws in Article VII Section 3. The first page of the *Move Out/In General Information* states the maximum amount the Membership can be sold for which is based on unit size. This is for the Membership only, not approved improvements. The seller **MUST** complete the Membership Sale Price Disclosure Form and submit it to the office at the time the Withdrawal packet is obtained.

The following should be considered when establishing this Membership Sale Price:

- The established Membership Amount for Colonial Townhouses Cooperative, Inc.
- Interior decoration (wallpaper, carpet, blinds, upgraded light fixtures, etc.) that will be sold with the Membership.
- Exterior decoration (flowers, shrubbery, planters, decks, patios, fences, etc.) that will be sold with the Membership.
- The value of any personal items (refrigerator, washer, dryer, microwave, etc.) which the Member intends to sell with the Membership.

- The value of any other item(s) which the selling Member has purchased or done for the improvement of the unit.

3. SELLING TO YOUR OWN QUALIFIED BUYER

You can elect to sell your own Membership to a qualified buyer. The buyer must submit an application and all required documentation to the office to verify that they meet the requirements for Membership.

4. SELLER'S ACKNOWLEDGEMENT OF DISCLOSURE STATEMENT

When a Member turns in a Withdrawal Notice to the Office, the Seller's Acknowledgement of Disclosure Statement must accompany it. This is the selling Members' acknowledgment that they have received a copy of the Seller's Disclosure Statement from the Office pursuant to the Seller's Disclosure. An Acknowledgment of Disclosure Statement can be obtained from the Cooperative Office.

5. PRE-MOVE OUT INSPECTION

When a Member turns in the Withdrawal Notice to the Cooperative Office, a pre-move out inspection must be scheduled with Management. The purpose of this inspection is to alert Management and the outgoing Member to what their responsibilities may be concerning repairs, cleaning, damages, etc., that may be necessary upon final move out.

This inspection is scheduled for completion in the Member's presence unless the Member waives this right in writing. The Member and inspector both sign the inspection form, and a copy is provided to the Member via email or other agreeable form. The original is placed in the Member's file. If the Member is unable to be present during the inspection, a copy of the inspection form will be emailed or mailed if email is unavailable. It is the Member's responsibility to contact the office for an explanation.

The amount of total Membership Sale Price and the portion that will be required for the Base Membership Amount will be determined at this inspection based on anticipated repair costs and other financial obligations due the Cooperative (see item 9).

6. ON THE MARKET

Once the pre-move out inspection has been completed, the Membership is placed on the selling market unless you have obtained your own QUALIFIED buyer (see item 5). This means any prospective buyer will be contacted and given the name, address, and telephone number(s) for the selling Members. It is the selling Member's responsibility to schedule appointments for buyers to see the unit and discuss the Membership sale amount.

While showing or discussing the sale of the Membership, the seller CANNOT USE DISCRIMINATORY PRACTICES. Federal, State, County and local laws prohibit discrimination in the sale of Real Estate. It is your responsibility to know and understand the laws and protected classes in your area.

7. SELLING THE MEMBERSHIP

Once an agreement has been reached, it is recommended that the terms of the agreement be put in writing and signed by both parties and a good faith deposit is negotiated and provided to the seller. Suggestions to include in this agreement should be: the full selling amount, good faith deposit terms, a move-out date, and any other terms agreed upon by both parties. It is the sellers' responsibility to advise the Cooperatives' office of any sales agreements immediately and provide a copy of the agreement signed by both the seller(s) and buyer(s). The Cooperative will continue to contact applicants until an agreement has been reached and the Cooperative has been notified of this agreement in writing.

8. SIGNS

According to Cooperative Rules: 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.

You can display a For Sale sign in the window of the townhouse, the sign must be obtained from the office.

9. BASE MEMBERSHIP AMOUNT

The Membership Sale Price is deposited into the selling Members Colonial account in the form of certified funds or money order. The Membership Sale Price is collected from the buyer at the closing. The exact amount of this fund is determined after the Pre-move out Inspection is performed. The average Membership Sale Price amount is \$1,500.00. However, the Membership Sale Price amount may be higher to offset any maintenance charges, contractor charges and any unpaid carrying charges or other Sale Prices. This Sale Price is deposited into the seller's Cooperative account in accordance with the Bylaws & is applied as follows:

- A. Any amount due to the Cooperative for unpaid carrying charges, late Sale Prices, legal Sale Prices, etc. will be deducted first.
- B. The Resale Sale Price of \$100.00 will be deducted.
- C. Any costs due for repairs to the unit and/or landscape areas as noted on the Final Inspection.
- D. Any cleaning charges rather inside or outside will be deducted from the Membership Sale Price as noted on the Final Inspection.
- E. The cost for utility service (not provided by the Cooperative) if service was terminated before closing date of Incoming Member (note; this could significantly delay your refund if the Cooperative must wait for the billing notice from the utility provider).

- F. Any other monies due to the Cooperative by the selling Member will be deducted from the Membership Sale Price.

Any balance of the Membership Sale Price will be mailed, according to the forwarding address given on the Withdrawal Notice, to the selling Member 30-45 days after the have moved out and the closing has been held. An Itemized List of Charges detailing all charges against the Membership Sale Price will precede any refund.

If the outgoing Member should owe the Cooperative money after all of the deductions have been made, the outgoing Member must pay the difference to the Cooperative. Should the owed amount not be paid, legal action can be taken by the Cooperative against the outgoing Member.

10. SALE DOCUMENTATION

Once a seller and a buyer have come to an agreement, the following documents will need to be completed and returned to the office.

- Move out/Move-in “As-Is” Agreement** that details what items/improvements are being sold to the purchaser along with the Membership.

****Must be signed by the buyer and seller****

- Seller’s Acknowledgement Disclosure Statement** - the seller discloses to the buyer any known defects or deficiencies as far as the entire property is concerned.

****Must be signed by the buyer and seller****

- MEMBERSHIP SALE PRICE DISCLOSURE STATEMENT & DATE KEYS TO BE SUBMITTED TO MANAGEMENT** - the seller provides the actual selling price, amount of Good Faith Deposit (if any), and the date the keys will be submitted to Management.

- Membership Certificate and Handbook** – both of which were received by the seller at the time of their purchase. The certificate must be signed on the back by the selling Member(s) as their name appears on the front.

11. RETURN KEYS AND FINAL INSPECTION

Management requires a minimum of 20 days written notice when the keys for the unit will be turned into management. Management will then schedule with the contractor the work to be done in the unit. If the keys are not turned in on time, the condition of the unit does not allow the work to be completed or keys are given to management without any notice, the Member will be responsible for the carrying charges for the delay in completing this work. In addition, if the contractor charges a cancellation Sale Price this charge will be added to the

outgoing Members account. However, if the Cooperative elects to complete any work in the unit that was not caused by the outgoing Member, the Member will not be charged after the seventh full working business day after receipt of keys to unit. Any work needed in the unit that was caused by the Member, occupant(s) or guest(s), the Member will be charged for the day(s) that it takes to complete the work.

Once any work needed in the unit is complete and the seller is notified by management that the closing can take place, it is the Members' responsibility to confirm a closing date with management and the buyer. If the buyer cancels the scheduled closing for any reason, the carrying charge and the electric utility bill for the unit will be the responsibility of the buyer from that point on.

It is recommended that the outgoing Member be present during the Final Inspection. The Final Inspection will be completed upon the Members' date the keys are to be submitted to management. Keys submitted after 3:30 p.m. will result in the inspection being completed the next working business day.

12. OUTGOING MEMBER RELEASE OF OBLIGATION

Once the closing has occurred and the Incoming Member has paid all amounts due according to the agreement between them and the outgoing Member and met all property requirements, the outgoing Member shall be released of any obligations under the Occupancy Agreement, provided all monies owed by them to the Cooperative to date have been paid and the unit has been turned over to the Cooperative in the required condition.

13. MEMBERSHIP OF INCOMING MEMBER

In no event will an incoming Member be processed for Membership and occupancy unless this move-out procedure, as outlined, is followed and the Membership Sale Price is paid to the Cooperative.

Definitions

Board of Directors: Five individuals who are elected by the members pursuant to the corporation's Bylaws, to direct all business of the Association. The Board of Directors is the final arbiter of all disputes with the cooperative.

By-Laws: The rules by which Highlands Cooperative Association has agreed to govern the affairs of the Association. To review a copy of the Bylaws, you will need to make an appointment with the Sales Manager.

Carrying Charge: This is the amount each member is assessed monthly to be paid to the Association, pursuant to Occupancy Agreement signed by the member and the Association. The carrying charge is determined by the budget requirements to run the Association.

Closing: A meeting with the out-going member, in-coming member, and a representative of Highlands. This meeting is designed to finalize the purchase of the outgoing member's membership.

Discriminatory Practices: Federal, state, and local laws prohibit discrimination in selling because of race, religion, national origin, age, sex, weight, marital status, color, or familial status.

Holding Agreement: An agreement between you and your buyer to hold a particular townhome in consideration for a Base Membership Amount until the day of your move-in. The document should have a provision allowing you or the buyer three days to rescind the agreement.

Improvements: Decorating such as carpet, wallpaper, light fixtures, central air conditioning, decks, patios, finished basements, etc.

Incoming member: Approved applicant wishing to purchase a membership, also referred to as the Buyer.

Inspections: Pre-inspection: when an outgoing member signs a withdrawal notice (form is provided by the Association), a pre-inspection is scheduled within 10 workdays. This inspection details the member's obligation and the Association's obligations. It also lists any improvements that the out-going member intends to leave when they move out. You may be responsible for these improvements. Final Inspection: Once the out-going member has fully vacated the townhouse and relinquished the key, a final inspection is required. This inspection will assist the Association in determining any damage charges that would be the responsibility of the outgoing member.

Keys: UNDER NO CIRCUMSTANCES ARE KEYS TO BE GIVEN TO THE INCOMING MEMBER BY THE

OUTGOING MEMBER.

Management: The Board of Directors hired Legacy, LLC to conduct the day-to-day business of the Association. All personnel working at Highlands are employees of Legacy, LLC and are supervised by the Property Manager.

Membership: is referred to in Article III of the Bylaws. A complete copy of the By-Laws can be reviewed by contacting the Sales Manager.

Membership Amount: The amount for which the Cooperative Membership and any improvements to the unit can be sold for is established and negotiated by the selling Member. If the Association exercises its option to purchase the membership, (Article III of bylaws) the bylaws will be followed re: transfer value. If the Association opts not to purchase the membership, the resale procedure will be followed. NOTE: There is no guarantee that what you agree to pay for a membership will be equal/to or greater/than what you sell the membership for in the future.

Membership Handbook: A loose-leaf binder that contains the policies and procedures of the Association. To review a copy of the Handbook, you will need to make an appointment with the Sales Manager.

Move-in/out Agreement As/Is Agreement: This agreement is between the seller (outgoing member) and the buyer (incoming member). The agreement includes 1) any personal items sold or given to the incoming member and 2) any approved items/condition allowed by the Association. To review a copy of the Agreement for the townhome you are interested in, you will need to make an appointment with the Sales Manager.

Move-in Date: The day the incoming member takes possession of the townhome.

Move-out Date: Last day the outgoing member is responsible for carrying charges and utilities.

Occupancy Agreement: An agreement between the member and the Association. This agreement outlines the rights and responsibilities of both parties. If you would like to review this document contact the Sales Manager for a sample copy.

Outgoing member: Member wishing to sell their membership. Also referred to as the seller.

Personal Property: Items such as carpet, blinds, appliances not owned by the Association, etc.

Potential Buyer: A qualified applicant who has met all the required qualifications of the Board of Directors. The buyer is known as the incoming member.

Pre-approved: A credit report has been obtained and meets our criteria. You will be notified in writing along with a list of current memberships for sale that you are qualified for.

NOTE: This process must be completed through the Association Office.

Resale Fund: This fund is paid by the incoming member to assist in paying for the resale office cost and charges due to the Association by the outgoing member. This fund is applied pursuant to the resale procedure. A minimum of \$1,200 will be required. The amount of the resale fund can be increased if it is determined that current charges on the account and possible repairs charges could exceed \$1,200. The Association pending any damages, fees, and/or outstanding charges holds the fund. The balance of the resale fund is returned to the out-going member within 60 days after the scheduled move-out date.

Seller: The current member moving out. The seller is also referred to as the out-going member.

Selling Price: The amount the outgoing member and incoming member have agreed to for the transfer of the membership and reimbursement of improvements and/or personal property.

NOTE: The selling price can vary due to the market. The selling price set may not be obtainable. This may necessitate lowering the selling price.

Transfer Value: The transfer value is the dollar amount of the membership or share in a housing cooperative as set by the bylaws in event the cooperative re-purchases the membership/share. In a limited equity co-op, the transfer value is the maximum amount at which a member's share in the co-op may be sold according to the co-op's limited equity formula.

Waiting List: An approved list of potential buyers kept by the Association to assist in selling an outgoing member's townhome. There is never a guarantee that the waiting list will produce a buyer.

Colonial Townhouses Cooperative

REQUIRED CONDITION OF UNIT ON MOVE-OUT AND TRANSFER

1. Unit must be thoroughly clean, including floors, walls appliances and toilet fixtures, etc. All windows are to be cleaned and screens to be in good repair.
2. All light fixtures, switches and wall outlets to be in original condition and working light bulbs to be left in all sockets. All light globes are to be cleaned. All switches and outlets are to be cleaned.
3. Vinyl floors must be clean; stained, cracked and torn vinyl must be replaced if caused by gross negligence, at the outgoing member's expense.
4. Wood floors must be thoroughly clean; marks, scratches, stains and discoloration may require them to be sanded and refinished, to be charged to outgoing Member (depending on date last refinished). Member is not to attempt to refinish wood floors. The floors can only be done by a trained professional contractor.
5. Walls must be clean and free from holes, marks, scratches and patches of discoloration. Paint job or wallpaper must be acceptable and free from streaks and smears.
6. Holes in wall for curtain rod brackets may be left for the next Member to use if there is not an excessive amount. Other nail holes may require spackling of walls in that room, which is the outgoing members responsibility.
7. Molding - scratches to be retouched or painted - cracked or damaged to be replaced if caused by negligence and if necessary.
8. Stair risers must be painted or cleaned.
9. Stoves must be thoroughly clean with all grease and dirt removed and all burners in good working condition.
10. Range hood filter and hood to be degreased and clean. **DO NOT** use oven cleaner on range hood. This will cause paint to bubble and peel and the outgoing member would be charged for the damages.
11. Refrigerators must be thoroughly cleaned with no broken or cracked shelving/drawers (the outgoing member would be charged for the damages).
12. Cupboards/Vanities - scratches to be touched up, dented and damaged parts to be replaced if not caused from natural wear. Cupboards/Vanities to be cleaned and washed inside and out, and all grease removed. Shelves and drawers must be cleaned out and free from liners and free of any paint or contact paper.
13. Kitchen and bathroom fixtures to be thoroughly clean. Any chipped, cracked or broken fixtures to be replaced if caused by gross negligence.
14. Doors - damaged doors to be replaced if necessary, to be charged to outgoing member.

15. Basement floor to be swept and washed. All cob webs are to be swept from ceiling area.
16. Garden areas must be clear of weeds and debris.
17. Any sod damaged by Member to be replaced with new sod.

Move out inspection will be made in presence of outgoing Member unless out-going member waives that right.

Disagreement over repair cost will be arbitrated by the Board or their designated person.

TRANSFERS

On receiving notice of transfer, Property Manager will inspect unit and estimate cost of refurbishing before their transfer request is accepted.

Any cost of refurbishing your unit must be paid for ***in advance*** of transfer.

NOTE: EACH MEMBER IS RESPONSIBLE FOR ELECTRICITY UNTIL THE DAY THE NEW MEMBER ASSUMES RESPONSIBILITY FOR THE UNIT. IF ELECTRICITY IS TAKEN OUT OF YOUR NAME BEFORE THAT DATE, BOARD OF WATER AND LIGHT WILL ACCESS A CHARGE THAT YOU WILL BE RESPONSIBLE FOR.

**SELLER'S ACKNOWLEDGMENT
OF DISCLOSURE STATEMENT**

NOTE: To be signed by the **OUTGOING** Member/Seller.

I, _____, the outgoing Member/Seller who resides at _____, acknowledge that Colonial Townhouses Cooperative has advised me of my obligations under the "Sellers Disclosure Act" (attached).

I also acknowledge that the Cooperative has furnished to me the "Seller's Disclosure Statement" (4 pages), which I must: (1) complete and sign, (2) deliver in person or by Certified Mail, to the incoming Member/Buyer or to the Cooperative office, (3) receive back with the incoming Member/Buyer's signature and date, and (4) see that the Cooperative receives a signed copy (by both parties).

I further understand that the incoming Member/Buyer has 72 hours to terminate the purchase of Membership after the "Seller's Disclosure Statement" is delivered in person to them or 120 hours if delivered by Certified Mail.

I understand the following:

1. I am **NOT** selling the townhouse.
2. I am selling a share of stock, i.e., my Membership.
3. I am **NOT** selling appliances, fixtures or anything else which belongs to the Cooperative or should imply that I am doing so.

I acknowledge and understand that should the incoming Member/Buyer terminate the purchase of my Membership for any reason, the Membership reverts back to me which continues in full my Membership responsibilities, i.e. to pay the monthly carrying charges, and adhere to the Cooperative Documents (Holding Agreement, Regulatory Agreement, Bylaws, Occupancy Agreement, and the Rules and Regulations).

Signature of Outgoing Member/Seller

Date

Signature of Outgoing Co-Member/Seller

Date

Revised 01/2020

**Must be turned in with Withdrawal Notice along
with completed Seller Disclosure Act form**

**SELLER'S DISCLOSURE STATEMENT
REGARDING COOPERATIVE MEMBERSHIP**

- NOTE: This document must be read, filled out and signed by the Outgoing/Selling Member and the Incoming/Buying Member.**
- NOTE: The Cooperative office must receive a copy with original signatures prior to the sale being finalized.**

Purpose of Statement:

This statement is a disclosure of the condition of the property which the member (hereinafter "Seller") occupies in compliance with the Sellers Disclosure Act. This statement is a disclosure of the condition and information concerning the real property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the real property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by and agent acting on behalf of the Seller in the transaction and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure:

The Seller discloses the following information with the knowledge that even though this is not a warranty; the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Cooperative is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes the Cooperative to provide a copy of this statement to any prospective Buyer of his/her membership in connection with any actual or anticipated sale of Seller's membership rights and concomitant right of occupancy of the unit set forth above. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE COOPERATIVE.** This information is a disclosure only and is not intended to be a part of any contract between the Buyer and Seller or between the Buyer and the Cooperative.

Instructions to the Seller:

- (1) Answer **ALL** questions; (2) Report known conditions affecting the property; (3) Attach additional pages with signatures(s) if additional space is needed; (4) Complete this document yourself; (5) If some items do not apply to your unit, check N/A (non-applicable). If you do not know the facts, check UNKNOWN. **FAILURE TO PROVIDE THE PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT AND CAUSE YOU TO REMAIN LIABLE FOR OCCUPANCY CHARGES ACCRUING UNTIL A NEW PURCHASER IS FOUND.**

Appliances/Systems/Services:

The items below are in working order:

	Yes	No	Unknown	N/A
Range/Oven	—	—	—	—
Refrigerator	—	—	—	—
Range hood/Fan	—	—	—	—
Garbage Disposal	—	—	—	—
Water heater	—	—	—	—
Sump pump	—	—	—	—
Furnace	—	—	—	—

Explanations (attach additional pages if necessary):

Unless otherwise agreed in writing by the Cooperative, all household appliances are not part of the sale as they are leased to the Buyer as part of the Occupancy Agreement. Household appliances, which are being sold lawfully, are identified as:

Property conditions, improvements, & additional information:

1. Basement: Has there been evidence of water? Yes ___ No ___
If yes, explain: _____
2. Insulation: Describe if known _____
Is Urea Formaldehyde Insulation (UFFI) installed? Yes ___ No ___
3. Roof: Leaks? Yes ___ No ___
Approximate age of roof if known _____
4. Well: Type of well (depth/diameter, age, and repair history if known) – No well. City of Lansing water system
Has water been tested? Yes ___ No ___
If yes, results – No lead was found
5. Septic tank & drain fields: None
6. Heating system: Type and approximate age if known: Forced Air _____
7. Plumbing system: Type ___ Copper ___ Galvanized ___ Other ___ (PVC)
8. Electrical system: Any known problems? Yes ___ No ___
If yes, explain: _____
9. History of infestation, if any (termites, ants, roaches, mice, etc.) _____
10. Environmental problems: Substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks, and contaminated soil on the property. Yes ___ No ___ Unknown ___
11. Are you aware of any features of the property shared in common with the adjoining landowners such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? Yes ___ No X
12. Are you aware of any encroachments, easements, zoning, violations or non-conforming uses? Yes ___ No X Unknown ___
13. Are you aware of any “common areas” (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner’s association that has any authority over the property? Yes ___ No X Unknown ___
14. Are you aware of any structural modifications, alterations, or repairs made without necessary permits or licensed contractors? Yes ___ No ___ Unknown ___
15. Are you aware of any settling, flooding, drainage, structural, or grading problems? Yes ___ No ___ Unknown ___

16. Are you aware of any major damage to the property from fire, wind, floods, or landslides?
 Yes ___ No ___ Unknown ___
17. Are you aware of any underground storage tanks? Yes ___ No X Unknown ___
18. Are you aware of any environmental concerns (i.e. proximity to landfill, airport, shooting ranges, etc.?) Yes ___ No X Unknown ___
19. Flood Insurance: Do you have flood insurance on the property? Yes ___ No ___ Unknown ___
20. Mineral Rights: Do you own the mineral rights? Yes ___ No ___ Unknown ___

If the answer to any of the above questions is yes, please explain. Attach additional pages if necessary.

The Seller has lived in the residence on the property from _____ (date) to _____ (date). The Seller has occupied the property since _____ (date) to _____ (date) and makes representation only since that date. The Seller has indicated above the history and condition of all the items based upon that information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to the Purchaser. In no event shall the parties hold the Cooperative liable for any representations not directly made by the Cooperative or the Cooperative's agent.

Seller certifies that the information in the statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY, PROVIDED HOWEVER, THAT THE COST OF SUCH ADVICE OR INSPECTION SHALL BE BORNE EXCLUSIVELY BY THE BUYER.

Buyer has read and acknowledges receipt of this statement.

 Buyer signature

 Date and Time

 Buyer signature

 Date and Time

 Seller signature

 Date and Time

 Seller signature

 Date and Time

**DISCLOSURE STATEMENT
ACKNOWLEDGEMENT OF RECEIPT**

NOTE: To be signed by Incoming/Buying Member.

By law, Colonial Townhouses Cooperative is required to provide you with the attached Seller's Disclosure Statement. However, because the transaction involved in the purchase of a share of stock or membership at a housing cooperative is in many ways different from the purchase of a house or condominium unit, to which the provisions of the Seller's Disclosure Act most accurately apply, Colonial Townhouses Cooperative wants you to clearly understand the following points:

1. You are not purchasing any townhouse unit at Colonial Townhouses Cooperative when you purchase a share of stock or acquire a membership.
2. You are not purchasing any appliance, fixtures, or anything else found inside the townhouse unit when you purchase a share of stock or acquire a membership.
3. With the purchase of a share of stock or acquisition of a membership, you have the right to occupy a townhouse unit in accordance with the Subscription Agreement, Regulatory Agreement, Bylaws, Occupancy Agreement, and the Rules and Regulations of Colonial Townhouses Cooperative. You must review each of these documents for a full and complete understanding of what your rights are.

I/we, _____, the Incoming/Buying member, acknowledge that I/we have received the Seller's Disclosure Statement.

I/We received this statement from/by:

Outgoing/Selling member) _____ (name)
 A Cooperative Representative _____ (name)
 Certified Mail

I/We received the Seller's Disclosure Statement on _____ (date) at _____ (time).

I/We are aware that I/we have 72 hours to terminate the purchase of Membership if I received the Disclosure statement by personal service and that I/we have 120 hours to terminate the purchase of Membership if I/we received the Disclosure Statement by Certified Mail.

Buyer signature

Date and time

Buyer signature

Date and time

Colonial Townhouses Cooperative

REQUIRED CONDITION OF UNIT ON MOVE-OUT AND TRANSFER

1. Unit must be thoroughly clean, including floors, walls appliances and toilet fixtures, etc. All windows are to be cleaned and screens to be in good repair.
2. All light fixtures, switches and wall outlets to be in original condition and working light bulbs to be left in all sockets. All light globes are to be cleaned. All switches and outlets are to be cleaned.
3. Vinyl floors must be clean; stained, cracked and torn vinyl must be replaced if caused by gross negligence, at the outgoing member's expense.
4. Wood floors must be thoroughly clean; marks, scratches, stains and discoloration may require them to be sanded and refinished, to be charged to outgoing Member (depending on date last refinished). Member is not to attempt to refinish wood floors. The floors can only be done by a trained professional contractor.
5. Walls must be clean and free from holes, marks, scratches and patches of discoloration. Paint job or wallpaper must be acceptable and free from streaks and smears.
6. Holes in wall for curtain rod brackets may be left for the next Member to use if there is not an excessive amount. Other nail holes may require spackling of walls in that room, which is the outgoing members responsibility.
7. Molding - scratches to be retouched or painted - cracked or damaged to be replaced if caused by negligence and if necessary.
8. Stair risers must be painted or cleaned.
9. Stoves must be thoroughly clean with all grease and dirt removed and all burners in good working condition.
10. Range hood filter and hood to be degreased and clean. **DO NOT** use oven cleaner on range hood. This will cause paint to bubble and peel and the outgoing member would be charged for the damages.
11. Refrigerators must be thoroughly cleaned with no broken or cracked shelving/drawers (the outgoing member would be charged for the damages).
12. Cupboards/Vanities - scratches to be touched up, dented and damaged parts to be replaced if not caused from natural wear. Cupboards/Vanities to be cleaned and washed inside and out, and all grease removed. Shelves and drawers must be cleaned out and free from liners and free of any paint or contact paper.
13. Kitchen and bathroom fixtures to be thoroughly clean. Any chipped, cracked or broken fixtures to be replaced if caused by gross negligence.
14. Doors - damaged doors to be replaced if necessary, to be charged to outgoing member.

15. Basement floor to be swept and washed. All cob webs are to be swept from ceiling area.
16. Garden areas must be clear of weeds and debris.
17. Any sod damaged by Member to be replaced with new sod.

Move out inspection will be made in presence of outgoing Member unless out-going member waives that right.

Disagreement over repair cost will be arbitrated by the Board or their designated person.

TRANSFERS

On receiving notice of transfer, Property Manager will inspect unit and estimate cost of refurbishing before their transfer request is accepted.

Any cost of refurbishing your unit must be paid for ***in advance*** of transfer.

NOTE: **EACH MEMBER IS RESPONSIBLE FOR ELECTRICITY UNTIL THE DAY THE NEW MEMBER ASSUMES RESPONSIBILITY FOR THE UNIT. IF ELECTRICITY IS TAKEN OUT OF YOUR NAME BEFORE THAT DATE, BOARD OF WATER AND LIGHT WILL ACCESS A CHARGE THAT YOU WILL BE RESPONSIBLE FOR.**

