

# **YORKSHIRE PLAZA**

# **COOPERATIVE**

## **RULES & REGULATIONS, POLICIES & PROCEDURES**

**Adopted by the Board of Directors of  
YORKSHIRE PLAZA COOPERATIVE  
On September 24, 2020**

**YORKSHIRE PLAZA COOPERATIVE**

**RULES & REGULATIONS, POLICIES & PROCEDURES**

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## **IMPROVEMENT & ALTERATION OF UNITS**

### **ALLOWABLE IMPROVEMENT AND ALTERNATION OF UNITS**

Application for Improvements and Alterations must be submitted to the Board of Directors and approved in writing before starting work through the submission of a Modification Request Form. NOTE: The Cooperative townhomes contain aluminum wiring. No modification including replacement of wall receptacles are permitted without Board approval and must be done by a licensed contractor.

The Cooperative is not responsible for repair or replacement of any improvement or alteration. The Cooperative may require a Member to remove any improvement or alteration that becomes a liability. If an improvement or alteration is to be removed because it has become a liability, the outgoing Member is responsible for returning the unit to its original state.

If a Member desires compensation for an improvement when that Member moves out of the Cooperative and that Member is providing his or her own buyer, the Member must agree with the incoming Member on the amount of compensation. NOTE: The Cooperative will have no responsibility for and take no part in the transaction except as selling agent or resale agent.

### **AIR CONDITIONERS**

Installation of air conditioning units requires written permission from the Board of Directors before installation, through the submission of a Modification Request Form. Request for permission to install air conditioning must specify whether it will be central, or window mounted, which would require a separate circuit.

Central air conditioning units may only be installed by a licensed contractor. Permits must be obtained from the City of Roseville. The Member will be responsible for the care and upkeep of the unit including any electrical alterations necessitated by the use of the unit.

When an air conditioning unit is installed in a window mount by a Member or his agent, care must be exercised to prevent damage to the vinyl windows, frames, and exterior siding. The Cooperative has devised a specification which members must abide by in the installation of window air conditioners. Please contact the office for a copy of the specifications for installation. The City of Roseville fire code provides that the window air conditioner will not be installed so that it is permanently affixed or that removal of the air conditioner would require special knowledge or tools to remove it. The window air conditioner must be able to be removed from the window in case of fire for emergency egress. In the event that it is determined that you have not installed the window air conditioner in accordance with the Cooperative's specifications you are subject to a fine and possible ordinance violation by the Fire Marshal and possible eviction. Window air conditioners may be installed after April 1<sup>st</sup> and must be removed no later than November 1<sup>st</sup> of each year. Holes, for mounting and securing the unit, will not be allowed in the windows, frames, windowsills, or exterior siding. Methods have been devised that permit mounting without the use of holes. In no event shall the use of unsightly wood or filler material be allowed. Plexiglass is the only acceptable filler material. No air conditioning units can be positioned above any entranceway. Window air conditioning units are limited to the type that require 110 volts.

## **DRAPERIES**

When attaching drapery hardware, you should attempt to locate a stud and use at least one and one quarter inch "wood" screws. If you attach drapery hardware between studs, you must use toggle bolts, expansion shields or a similar device. Upon removal of the hardware, the holes must be properly patched, sanded and painted. The wall must show little or no evidence of previous hardware. Members are required to hang drapes, mini-blinds, or vertical blinds within 30 days of move in.

## **ELECTRICAL WIRING**

All units are provided with 100amp breaker panels with 110-volt circuits. If a special circuit is needed for any reason, written permission must be obtained from the Board of Directors prior to installation.

## **PAINTING**

All exterior painting is the responsibility of the Cooperative. The Member is responsible for all interior painting and decorating. Woodwork, such as floors, doors, and kitchens cabinets, may not be painted or stained without prior written permission from the Board of Directors. A Member disregarding this regulation may be assessed restoration costs. Wallpapering is allowed only with prior written permission of the Board of Directors. As our buildings age and settle, cracks may appear in the walls and ceiling. This is normal and can usually be filled and covered during repainting. Outgoing Members are responsible for either the cost of or performance of patching, filling holes, removing wallpaper, and repainting upon move out. When repairs are made by the Cooperative to the drywall due to water damage, the Cooperative will prime any drywall replaced or repaired. It will be the Member's responsibility to apply the finish coat of paint to match their existing colors.

## **PLUMBING**

The maintenance staff will perform minor plumbing repairs and preventive maintenance. The Member should have a plunger for clearing minor stoppages. Major stoppages can be expensive and must be charged to the Member if due to the Member's negligence, including placing inappropriate items down the sinks or toilets. It is the Member's responsibility to promptly report leaks, major stoppages, improperly functioning toilets, and other plumbing problems to the Manager. Failure to use a shower curtain and permitting water to accumulate in the bathroom floor can cause water damage. The member will be held responsible for the cost of repairs related to any such water damage.

## **EXTERIOR ALTERATIONS AND ADDITIONS**

No alterations, additions, or changes to the exterior of any building, or attachments thereto, shall be allowed by any Member. Penetrations are not permitted in the brick exterior or siding, including installing video or other exterior antennas, including, for example, satellite dishes, TV antennas, ham radio antennas, wireless cable antennas, and security systems. The Member shall be charged the cost of removal and repair of Cooperative property due to such installation.

## **REPORTING WATER DAMAGE OR LEAKS**

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

## **STRUCTURAL CHANGES**

No alterations, additions, or changes to the exterior of any building, or attachments thereto, shall be allowed by any Member. Any changes to the interior of the unit must receive prior written approval from the Board of Directors. (See Improvement and Alteration of Units on page 1.)

## **WALLS, FLOORING AND INTERIORS**

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

It is the responsibility for members to maintain and replace all their floor coverings. This includes any hardwood floors, carpeting and bathroom and kitchen tile flooring.

## **RESTRICTIONS ON ALTERATIONS**

The Cooperative agrees to provide reasonable accommodation to an otherwise eligible Member's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Cooperative is not required to provide accommodations that constitute a fundamental alteration to the Cooperative's program, or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Cooperative must then allow the Member to make and pay for the modification in accordance with the Fair Housing Act.

## **WORK ORDERS AND MAINTENANCE**

### **MAINTENANCE**

Maintenance service requests must be directed to the Cooperative's Management Company's office (PPS of Michigan, LLC) at 248-644-4650 during normal business hours. Service requested verbally to the Management or maintenance personnel on the grounds are too easily forgotten. Therefore, to ensure prompt attention, you should call your work order into the Management Company's office. Normal working hours for maintenance personnel are 8:00 a.m. to 4:00 p.m. Monday through Friday. If an emergency should arise at any other time, please refer to the entry under Emergencies. The Cooperative has a 24-hour answering service and you are strongly encouraged to call in all maintenance requests as they arise.

Maintenance personnel should not be requested to perform tasks for a Member's personal benefit during working hours. Servicing Member's personal equipment, replacing light bulbs within a Member's unit, and other acts purely for the personal benefit of the Member are not part of the Maintenance duties.

Maintenance personnel will be performing only the work that was requested on the work order. If there is additional work that needs to be completed a new work order must be called into the office.

### **PROCEDURE FOR WORK ORDERS**

Work orders are monitored on a 24-hour basis. When calling in a work order, the following information is necessary:

1. Your name, address, unit number, and telephone number.
2. Whether or not the maintenance staff may enter the unit in your absence; and
3. A clear description of the repair required or problem you are encountering.
4. If you have a service animal you must notify the office when you call in the work order. When the work order is to be performed you must have the service animal in a cage, or you must personally have control of the service animal while maintenance is in your unit completing the work order.

### **EMERGENCIES**

An emergency is a condition that endangers human life or poses a grave danger to property. If an emergency arises, contact the office. Management has someone on duty twenty-four hours a day, seven days a week. Their number is (586) 693-6221. If the situation warrants, contact the police or fire department by dialing 911 in addition to Management. If you smell gas, contact the gas company. The Cooperative reserves the right to enter your unit without notice in the event of an emergency.

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



Maintenance is required to respond to the following situations:

- Smoke and/or carbon monoxide detectors beeping/inoperable,
- Sewer back up,
- Refrigerator not working
- Toilet back up (if only one toilet in unit),
- Lock outs-includes interior doors (\$50 fee). Any damage to screens, locks, windows, doors, etc. that are found in an effort to gain entry will be repaired and charged to the member.
- No heat in winter months
- Plumbing leaks that may cause damage to walls, cabinets or other structures if not immediately repaired,
- Call DTE energy as well as maintenance if you smell gas.
- Broken door locks or windows or anything not allowing you to secure your unit.
- In the event you have no power (other than community outage), we ask that you check your circuit breaker and reset any tripped breaker before calling maintenance. A charge of \$50 will be assessed to your account if maintenance does respond and finds the cause to be a tripped breaker.

After hour services that will be charged at \$50 per hour per man to the member\*:

- No hot water

### **WHO PAYS?**

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

### **OUTSIDE MAINTENANCE**

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

### **OBSTRUCTING MAINTENANCE**

No obstruction or interference that would prevent or prohibit the ordinary maintenance of Cooperative property will be allowed.

### **KEYS AND SECURITY SYSTEMS**

Door locks to individual units are keyed to a master system. It is necessary for Management to have ready access to each unit in case of an emergency. Therefore, if a Member insists on installing additional locks (at his or her own expense), it is necessary to have the new lock keyed to accept the master or to provide the Management with a duplicate key. If a Member is locked out of his unit, the Maintenance Department may be contacted for assistance. A fee of \$10.00 will be assessed to the Member for

business hour assistance, \$50.00 for all other times. All fees will be assessed to the Member's carrying charge account. If screens, windows or doors are damaged in an attempt to gain entry, the Member will be assessed and held liable for the cost of repairs.

Members are forbidden from changing their locks. Member must contact the Cooperative at which time the maintenance department will change the locks.

In the event that you wish to install a security system, you must first gain permission of the Cooperative, use a licensed contractor and provide the Cooperative office with the security codes for entrance. This is required due to the fact that you live in a multi-family development and the Cooperative must have the ability to gain immediate access to your unit in case of an emergency to protect not only your unit, but those of others. Security cameras and ring devices are permitted; however, security cameras must be located inside the townhome.

### **DAMAGE TO COOPERATIVE PROPERTY**

Members are financially responsible and subject to fines for all damage to Cooperative grounds, landscaping, equipment and units that is directly attributable to their negligence, neglect, or malice, or that of their family, friends and guests. This also includes any costs incurred by the Cooperative in removing any debris or litter directly attributable to the Member's household. Examples include, but are not limited to, water damage caused by overflow of basins, tubs, or toilets, and damage to a counter top from cutting or dicing on it, instead of using a cutting board, and damage to wood floors caused by animal waste.

### **HOW THE COOPERATIVE OPERATES**

#### **CORPORATE DOCUMENTS**

You have received Cooperative Documents which must be returned to the Management when you move out. The Cooperative Documents contain a comprehensive guide to cooperative government. You have received a Cooperative Document Binder that contains important corporate documents. The binder and its contents must be returned to the Manager when you move out. There is a \$100.00 charge if the Binder is not returned. For a comprehensive guide to Cooperative governance, read your Cooperative Bylaws.

#### **CARRYING CHARGES**

A Member's carrying charge rate is determined by the funds necessary to provide a balanced budget as determined by the Board of Directors and Management. Monthly carrying charges are due on the first day of each month and may be paid by check or money order only. Carrying charges will not be accepted in the form of a third-party checks or cash.

Carrying charge rates are determined by the Board of Directors based on the funds necessary to effectively operate the Cooperative. Monthly carrying charges are due on the first day of each month and may be paid by personal check, money orders or through Paylease through the Management Company's (PPS of Michigan, LLC) office at 30300 Telegraph Road, Suite #205, Bingham Farms, MI 48025. Personal checks will only be accepted if drawn on the Member's account. Any Member

whose check is returned for non-sufficient funds may be required to pay by money order only. **Note: Third party checks are not accepted for payment of carrying charges.**

If carrying charges are not paid by the tenth day of the month, the Member will be assessed a \$50.00 late fee or amounts determined by the Board of Directors as permitted by Michigan law. If the tenth is a holiday or weekend, carrying charges must be dropped in the office mail slot prior to the office opening on the next business day to avoid the fine. If a check is returned for non-sufficient funds, a \$25.00 NSF check fee and a \$25.00 late fee will be charged. In any instance, if the carrying charges are not received by the 10th of each month the Member will be sent a seven-day notice notifying the Member of his or her delinquencies and possible legal eviction. If it becomes necessary to take a Member to court for delinquent carrying charges, the Member will be assessed court costs and legal fees in addition to the late fees. Once the failure to pay the carrying charges results in court action, carrying charges will be accepted only if paid by certified check or money order.

Members who are late five times in any 12-month period in the payment of carrying charges are subject to review by the Board of Directors for possible terminating the Member for cause.

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

**Application of payments.** Money received by the Cooperative from Members (or in their behalf) shall be applied to Members' account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Members; second to maintenance and repair costs chargeable to Members; third to legal fees and court costs legally chargeable to Members, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Members; fifth to deposits or portions thereof due from Members; sixth to charges, fines, and assessments against Cooperative caused by Members; seventh to rent. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision

**Late fees and dishonored checks.** Members shall pay a late fee of \$50.00 when the carrying charge installment becomes 10 days late. Partial payment of carrying charge installments does not abate late fees. In addition to late fees, Members shall pay the Cooperative \$50.00 for each check that is dishonored. Late fees and dishonored check fees shall be paid by the first of the calendar month following the month in which they accrue and are deemed to be rent as of that date.

**Chronic late payment of carrying charges.** Carrying charges are due on the first of each month. Notwithstanding the above stated paragraph, Cooperative may terminate the Occupancy Agreement because Members are chronically late with carrying charge payments. Chronic late payments means failing to pay rent by the due date on four or more occasions in a twelve month period. Such violation has been determined to be a material violation of the Occupancy Agreement and the Rules and Regulations, providing sufficient grounds to terminate the Members membership and occupancy.

## RESERVES

The Cooperative is required to maintain a General Operating Reserve (GOR).

The GOR is a required fund, the purpose of which is to provide a measure of financial stability during periods of special stress. Normal operating expenses must be budgeted and paid out of the regular monthly carrying charge income.

## TAX BENEFITS

While tax laws are always being changed, the present posture of the taxing authority is as follows; a Cooperative Member is classified as a homeowner, a Member may vote in many elections and may receive income tax benefits only received by real property owners. Your share of the real estate tax and mortgage interest paid by the Cooperative may be listed as expense items on the Itemized Deduction sheet of your Federal tax form. Your state tax may also be affected. Shortly after the end of each year, the Cooperative's Accountant will furnish you with a statement showing the percentage of your carrying charge that went for taxes and mortgage interest.

## INSURANCE INFORMATION

The Cooperative has a policy that protects against losses to the building structures and equipment and losses resulting from bodily injury or property damage on the "common areas" of the Cooperative. ("Common areas" means the recreation areas, common walkways, driveways, etc.)

The policy is written in a blanket amount. "Blanket" coverage simply means that instead of providing a separate amount for insurance on each individual unit, the policy has one total limit. In the event a unit is damaged or destroyed, the insurance company would pay whatever amount was necessary to repair or replace that unit.

In reference to property losses, please note that "building" means the actual structure itself, inside and out, including anything which was a permanent part of the building (including cabinets, light fixture, etc.) when the unit was built. It does not include any improvements or additions you might make in your unit.

Besides the property coverage, the Cooperative's policy also provides a limit of insurance "per person" for bodily injury and property damage liability.

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

A Tenant Homeowner's Policy covers your personal property and improvements made in your unit and also provides liability coverage for the "living" area of your unit. Make sure that your policy contains an "alteration/improvement" rider if you have made any major improvements to your unit.

Also, it is recommended that you review the policy to determine if it contains a clause that indicates "replacement value."

In the event the unit is damaged or destroyed as a result of acts of the Member, their Occupants and/or Guests, the Member will be responsible for all (out of pocket) costs incurred by the Cooperative including insurance deductibles, required code improvements, and any other permits and fees required as a result of the incident.

Lawsuits cause increased insurance which causes increased carrying charges. Members should report problems or hazards when you see them. Do not engage in activity that will cause potential harm to you, your family, or others.

### **INFORMATION DISCLOSURES**

The Members understand that various credit institutions, mortgage lender, governmental agencies, landlords and other persons may contact the Owner from time to time to request information regarding this Occupancy Agreement transaction between the Members and the Owner, and the Members consent and agree that the Owner may freely disclose any information contained in the Owner's files and records.

### **NOTICES**

Unless the Occupancy Agreement or any statute calls for a specific method for notices to be delivered, any notice required to be given by this Occupancy Agreement will be considered to be properly delivered if it is sent by first class mail or personally delivered to the party being notified. Notices to the Owner will be sent or delivered to the address shown on the first page of this Occupancy Agreement, unless the Members are notified of a different Carrying Charges address. Notices to the Members will be sent or delivered to the townhome unless the Owner is notified of a different address. In addition, the Owner may deliver any notice to the Members by attaching the notice to any doors or door frame of the Townhome unless the Members have moved out of the Townhome and notified the Owner of their new address.

### **COOPERATIVE GROUNDS**

The Managing Agent arranges for grounds maintenance. Services include grass cutting, shrub pruning, parking lot sweeping, snow plowing and shoveling, and general cleaning. Members are urged to keep the grounds clean and attractive.

### **PARKING**

Each Member will be assigned a garage in which the Member is strongly encouraged to park one vehicle and each Member will also receive one additional parking spot; all other vehicles must be parked in visitor parking. All visitors must park in available general or visitor parking. Members cannot park in front of their garages. Member's cannot trade or assign an assigned parking spot to another member.

Any marked handicapped parking is not subject to this policy, and is governed by state and local laws, and will require the proper permit issued by the State of Michigan.

In addition, anyone with a proper handicap permit can park anywhere handicap signs are posted on the property, regardless as to whether they are a Member or not.

There is no parking on the Cooperative streets at any time, except as approved by the Board of Directors. Our streets are reserved for emergency vehicles. Vehicles parked on streets are subject to ticketing by the Roseville Police and towing.

All vehicles parked on the Cooperative grounds shall be in running order and have current license plates. Failure to maintain a vehicle in working order or not having a vehicle properly licensed will result in the vehicle being towed away at the owner's expense in accordance with the City of Roseville ordinances.

Other than the garage there is no assigned parking. Members are encouraged to park in spaces adjacent to their garage. Members are prohibited from parking in marked visitor spots.

Only authorized vehicles may park in handicap designated spaces.

Trailers, boats, campers, and commercial vehicles (defined as any vehicle with a commercial plate issued by the Michigan Department of State or any vehicle with signage indicating a commercial use) are not allowed on Cooperative grounds. The parking of campers, boats, snowmobiles, and all other recreation vehicles is prohibited. The parking of commercial vehicles (as reasonable determined by the Board of Directors) or vehicles with company markings and advertisements is expressly prohibited.

### **PROHIBITED AREAS IN THE COOPERATIVE**

Parking in prohibited areas and fire lanes is expressly prohibited and constitutes a health and safety violation. If you or your visitors park in the fire lane and if it can be determined that the vehicle is registered to your unit or the visitor is at your town home, then you will be fined **\$50.00** on the first occasion. In additional parking so as to block access to the dumpsters or to block another vehicle is prohibited, and again parking is prohibited in front of a garage.

The Cooperative also reserves the right to have your vehicle or that of your visitors, towed from the prohibited or fire lane parking, immediately upon discovery, supervised by the Roseville Police Department. You will not only be responsible for the fine, but also all costs incurred for the towing of your vehicle or your visitor's vehicle.

If you repeat this violation on more than one occasion, such repeated violations will constitute a material breach of your Occupancy Agreement and provide the Cooperative with good cause to terminate your tenancy as a Member.

### **UNAUTHORIZED VEHICLES**

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

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

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

**257.252(10)** “Before removing the vehicle from private property the towing agency shall notify a police agency having jurisdiction over the vehicle being removed. The police agency shall determine if the vehicle has been reported stolen and have the vehicle entered into the law enforcement information network as an abandoned vehicle”.

- 2) Unauthorized or abandoned vehicle is hereby defined as:
  - a) A vehicle without a Yorkshire Plaza Cooperative sticker indicating it is an authorized vehicle that is inoperable, vandalized, flat tires, expired plates, leaking fluid or parked at the curb; such vehicles are subject to immediate removal without notice.
  - b) A vehicle which appears to be in working order, however, does not have a Yorkshire Plaza Cooperative sticker indicating it is an authorized vehicle. If such vehicles are on the Cooperative grounds such vehicles shall be stickered by the Cooperative and the sticker shall indicate that the vehicle is unauthorized, and therefore abandoned, the sticker shall indicate the date and time it was placed on said vehicle and that the vehicle will be removed 48 hours from the date of the notice.
  - c) A vehicle with a Yorkshire Plaza Cooperative sticker which is inoperable, vandalized, flat tires, expired plates, leaking fluid. If such vehicles are on the Cooperative grounds such vehicles shall be stickered by the Cooperative and the sticker shall indicate the vehicle is unauthorized, and therefore abandoned, the sticker shall indicate the date and time it was placed on said vehicle and that the vehicle will be removed 48 hours from the notice.
  - d) The Cooperative retains a copy of the sticker and shall maintain a log as evidence of proof of the posting on the vehicle of notice of the violations.
- 3) The Cooperative does not permit the storing of vehicles and such vehicles shall be considered abandoned and subject to removal.
- 4) The owner of vehicles removed from the Cooperative shall be liable for all towing and storage fees. The Cooperative reserves the right to fine Members pursuant to the Rules and Regulations for violating the Parking Rules.
- 5) The Cooperative shall comply with the requirements of 257.252(k) entitled “Towing or removing vehicle without the owner’s consent; notice; requirements” by an owner or lessor of private real property shall post a notice that meets all of the following requirements before authorizing the towing or removal of a vehicle from the real property without the consent of the owner or other person who is legally entitled to possess the vehicle:
  - a) The notice shall be prominently displayed at a point of entry for vehicular access to the real property. If the real property lacks curbs or access barriers, not less than 1 notice shall be posted for each 100 feet of road frontage.

- b) The notice clearly indicates in letters not less than 2 inches high on a contrasting background that unauthorized vehicles will be towed away at the owner's expense.
- c) The notice provides the name and telephone number of the towing serve responsible for towing or removing vehicles from that property.
- d) The notice is permanently installed with the bottom of the notice located not less than 4 feet from the ground and is continuously maintained on the property for not less than 24 hours before a vehicle is towed or removed.

### **HANDICAP PARKING**

Upon presentation by a member of a handicap designation issued by the Michigan Department of State or proof of disability from the member's physician, the Cooperative will designate a parking spot for the exclusive use of the member. Since you are provided a garage that is located close to your unit, this garaged area will act as your designated handicapped parking spot, unless there is a medical reason that would make this impossible.

### **AUTOMOBILE REPAIR**

Servicing of vehicles on the Cooperative grounds is strictly prohibited. This servicing would include maintenance such as oil changes, lubrication of chassis, system flushing or engine repair of any kind. The only permitted repairs or maintenance include repair of flat tires, replacement of wipers or bulbs, jumping or replacement of batteries, refilling of washer fluid, and minor emergency repairs. Vehicles cannot be left on jacks or jack stand unattended. The reasons for not allowing servicing of vehicles are as follows: The parking areas of the Cooperative are congested. Many young children play in the areas around the parking lots. The leaving of tools, lubricants and auto parts becomes a possible hazard for the young children. Material debris left in the parking lot leaves the area slippery which may lead to an individual slipping and falling. The improper disposal of oil also adds to environmental problems.

Further, to allow individuals to engage in auto repair would possibly lead to an injury on the Cooperative premises and would lead to litigation against the Cooperative. Situations such as jacked up cars is a hazard to children playing in the area. This would in turn lead to increased insurance rates for the Cooperative and cause each Member to incur additional carrying charge expenses.

### **EXTERIOR GARAGES**

Each Member of the Cooperative has been assigned a garage. This garage is for the exclusive use of the Member and his/her family. Nothing can be affixed to the exterior of the garage except with the express written approval from the Board of Directors. Members are strongly encouraged **to park one vehicle** which is owned by the Member or one of the authorized residents of the unit in the garage. This vehicle must be properly licensed and in good working order.

Although the garage and attic may be used for storage by the Member, if a proper floor is constructed on existing trusses this require approval of the Board of Directors, the garage must have sufficient free space to permit a vehicle in its interior. Flammable material, explosives, and chemicals may not be stored in the garage. In fact, any item that is considered to be a threat to health and safety is



prohibited from being stored in the interior of the garage. The garage may not be used as living space. The garage door must be in the closed position at all times except for a Member exiting or entering the garage. Members shall be responsible for all damages to their assigned garage.

### **MOTORCYCLES, RECREATIONAL EQUIPMENT & VEHICLE STORAGE**

Motorcycles must be properly parked as detailed in the parking rules. Recreational equipment cannot be parked or stored on Cooperative property. This prohibition includes, but is not limited to, campers, boats, trailers, snowmobiles, and similar equipment. Further, operation and storage of minibikes, go-carts, electric and gas scooters, snowmobiles, hoover boards or similar devices are forbidden on Cooperative property. Vehicles may not be stored on Cooperative property.

### **FLOWERS & SHRUBS**

Suitable flowers may be placed immediately next to your unit. However, no permanent landscaping or alteration of the grounds is allowed without first obtaining written approval from the Board of Directors. Members who plant flowers are responsible for maintaining them, keeping them free of weeds and from growing wild. Members are not allowed to plant any tree or shrub without prior written approval from the Board of Directors. Certain trees will not be approved due to root structure and resulting damage to the common area. No garden hoses, mats, rugs, or anything else may be placed on top of the shrubs.

Cooperative Members may install a trellis. The trellis must be no greater than two feet wide and six feet high. The trellis must be placed at the rear of the Cooperative unit, parallel to the town home, up against, but not attached to, the brick of the Cooperative unit. The trellis must be made of vinyl or a wood material that is suitable for outdoor use. The Member is responsible for the upkeep and maintenance of the trellis.

Flower bed landscaping is limited to no further than the edge of the porch and no wider than the length of the unit. Plantings are limited to perennials or annual flowers. All other plantings must be approved by the Board of Directors. Flower bed edging is limited to red brick or redwood type. However, no permanent landscaping or alteration of the grounds is allowed without first obtaining written approval from the Board of Directors. Members who plant flowers are responsible for maintaining them, keeping them free of weeds and from growing wild. Failure to properly maintain a flower bed will result in the Cooperative's removal of the bed at the Member's cost. Members are not allowed to plant any tree or shrub without prior written approval from the Board of Directors. Certain trees will not be approved due to root structure and resulting damage to the common area.

No garden hoses, mats, rugs, clothing, or anything else may be placed on top of the shrubs. Vegetable gardens are not permitted.

### **FENCES, PATIOS & PORCHES**

Erection of fences or other external structures, including clothesline, requires prior written permission from the Board of Directors. (See Allowable Improvement and Alteration of Units on page 4.) If permission is granted, specific guidelines must be followed. These guidelines are available at the office. The Managing Agent will inspect all completed patio work. If the work is not within the guidelines, it must be removed. Patio fences are intended for privacy of Members. They are not to be

used as storage areas or dog pens. No wire, block, or similar obstruction is allowed at the base of the fence. You must maintain the privacy fences and the interior of your patio and see that it is repaired and repainted. If the fence is not properly maintained, you will have to it removed or the Cooperative will remove it at your expense and assess your carrying charge account. Members will be assessed the cost of removing their fence if they leave it when they move. The specification for installation of fences and patios is available at the office for your review and guidance in requesting a permit for such improvement from the Cooperative.

No carpeting may be installed on the exterior Porches, Patios, Steps and Walks.

## **RUBBISH**

Disposal of all rubbish and/or garbage must be made in accordance with the ordinances of the City of Roseville. Violators will be subject to fines, both from the City of Roseville and the Cooperative. Trash is picked up weekly. Only trash placed in the dumpsters will be picked up. For large objects such as old mattresses or furniture, please contact the Management for special instructions. For health reasons, all trash placed in dumpsters must be securely tied in bags. Failure to use bags is grounds for eviction. If litter is found in the common areas, Members are encouraged to place the litter in the proper receptacle. Members are cautioned to dispose trash in dumpsters, not on the ground or porches, to avoid attracting skunks, raccoons, and rodents.

Disposal of all rubbish and/or garbage must be made in accordance with the ordinances of the City of Roseville and these Rules. Trash must be placed in tied plastic bags and placed in dumpsters only. Trash may not be left on the ground or on top of the dumpster or any place else. Trash receptacles are prohibited outside the units. Boxes must be broken down. Violators will be subject to severe fine and eviction. Trash is picked up weekly. For large objects such as old mattresses or furniture, please contact the Manager for special instructions. If litter is found in the common areas, Members are encouraged to place the litter in the proper receptacle. Any vehicle that is park in such a manner that blocks the dumpster or restricts the pick-up of trash will result in a fine being issued to the member responsible for this due to actions of a member of their household or visitor.

## **SWIMMING POOLS AND SUMMER EQUIPMENT**

Swimming pools may be placed in courtyard only. They must be positioned far enough away from the unit so that water is not left standing by the unit when the pool is emptied. Pools may not be no more than 6 feet in diameter and not more than 15 inches in height. Pools must be supervised whenever in use. Do not leave pool unattended. Pools must be emptied daily and placed in the unit or against the building on the patio. Pools must be placed in different spots each day to prevent damage to the lawn. NO SLIP AND SLIDES are allowed.

Except for barbeque grills and patio furniture, all summer equipment must be removed from patios by November 15 of each year.

## **ANIMAL FEEDERS**

The use of outdoor bird feeders, disbursement of bird or animal food, or disbursement of food scraps for birds, squirrels, and other animals such as skunks and rodents is expressly prohibited. Such activity

causes the gathering of large amounts of birds and other wild animals resulting in damage to vehicles and Cooperative property. In addition, the possession and use of fountains and birdbaths are expressly prohibited in the Rules & Regulations.

### **ABANDONED PROPERTY**

If the Members leave any property or possessions in the Townhome community after moving out of their Townhome, the property will be deemed abandoned. The owner may send the abandoned property to a storage company and charge the Members for the storage costs, or may itself store the abandoned property and charge a reasonable storage fee to the Members or may sell or dispose of the abandoned property in any manner and at any time not prohibited by law. The member may be charged for the sale or disposal of the abandoned property.

### **RESTRICTIONS OF GROUP LIVING**

#### **COOPERATIVE LIVING**

Group living requires constant vigilance on your part so that you do not violate the rights of your neighbors. Too many of us worry about our rights being violated while we should be more concerned about the rights of others.

#### **SMOKE DETECTORS**

The Cooperative is required by Federal Law and local City Ordinance to install and maintain smoke and CO detectors on each floor and in each bedroom of every unit. It is the Members responsibility to test their smoke detectors and report any defect or inoperable smoke detectors. In addition, the townhome can be inspected for damage caused by abuse and health hazards at any time within reason. You are expressly prohibited by both Federal and local Ordinances from tampering with the smoke detectors in your unit. If you tamper with the smoke detectors in your unit, you are in violation of the Rules and Regulations of the Cooperative and are subject to immediate eviction from the Cooperative. Tampering includes removal of batteries from the smoke detectors to render the detectors inoperable. In the event you discover an inoperable or damaged smoke detector, you are obligated to call and report this immediately to the Management. The Cooperative is required by City Ordinance to report all violators of the Smoke Detector Ordinance to the Fire Marshall for further action.

#### **CLOTHES DRYER EXHAUST SYSTEMS**

Michigan Residential Code, Chapter 15, Section M1501 requires dryer exhaust systems shall be independent of all other systems, shall convey the moisture to the outdoors and shall terminate on the outside of the building. Exhaust duct termination shall be in accordance with the dryer manufacturer's installation instructions. Screens shall not be installed at the duct termination. **Exhaust ducts shall not be connected with sheet-metal screws or fastening means which extend into the duct.** Exhaust ducts shall be equipped with a backdraft damper. Exhaust ducts shall be constructed of minimum 0.016 inch thick (0.406 mm) rigid metal ducts, having smooth interior surfaces with joints running in the direction of air flow. Flexible transition ducts used to connect the dryer to the exhaust duct system shall be limited to single lengths, not to exceed 8 feet in and shall be listed and labeled in accordance with UL 215A. Transition ducts shall not be concealed within construction.

## **ENERGY CONSERVATION**

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

## **STORAGE**

No outside building will be allowed on Cooperative property for storage or any other purpose. The Cooperative grounds may not be used for storage of any kind. Additionally, all personal property must be stored within a Member's unit. By way of illustration, toys, wading pools, bicycles, lawn chairs, garden equipment, etc.; must be stored within the Member's unit when not in use. Patio areas must be free of all debris and accumulation of materials. Storage of patio furniture and barbecue grills is allowed on the Member's patio area or garage.

## **NOISE**

Members must refrain from creating unnecessary, objectionable noises. An overly loud radio or television set, running the disposal or washer and dryer at night, excessively loud talk, dropping objects on bare floors in the middle of the night bouncing a ball at inappropriate times and other objectionable noises can be very annoying to your neighbors. Because our walls are not completely sound proof, it behooves each of us to consider our neighbors. Such activity can constitute a violation of the Rules and Regulations and may constitute a breach of City Ordinances.

It is a violation of the Rules and Regulations to engage in conduct that violates the residential noise ordinance for the City of Roseville. It is a violation for any person to make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace, or safety of others. Rules violations include, but are not limited to the following:

- a. The sounding of horns. Any unreasonably loud or harsh sound and the sounding of any device for any unreasonable and unnecessary period of time.
- b. Radio, phonograph, and musical instruments. The playing of any radio, phonograph, television set, amplified or un-amplified musical instrument, loudspeaker, tape recorder or player, or any other electronic sound producing devices, in such a manner or with such a volume at any time or place so as to annoy or disturb the quiet, comfort or repose of persons residing in the Cooperative.
- c. Shouting and whistling. Yelling, shouting, hooting, whistling, singing, or the making of any other loud noise on the grounds of the Cooperative, or the making of such noise at any time or place so as to annoy or disturb the quiet, comfort or repose of persons at the Cooperative.
- d. Engine exhaust. The discharge into the open air of the exhaust of any internal combustion engine, except through a muffler or other device which effectively prevents loud or explosive noise there from.
- e. Powered equipment and hand tools. Powered equipment and hand tools cannot be used prior to

the hours of 8:00 a.m. and after 8:00 p.m. in accordance with the City of Roseville ordinances.

f. During the period of 10:00 p.m. and 6:00 a.m. members shall refrain from activities which would interrupt or infringe on the rest time of their fellow members including, but not limited to, loud TV or stereo systems, loud conversations, running up and downstairs, and vacuuming.

### **DELIVERIES**

The Management is not responsible for accepting delivery of merchandise or parcels. If you cannot be home when delivery is to be made, you might try to contact a neighbor to receive delivery ~~it~~. If merchants or service people are calling on you, it is your responsibility to make sure they park their vehicle in the appropriate parking area. (See Parking).

### **SIGNS**

You are expressly prohibited from exhibiting signs on the Cooperative lawns and common areas. This prohibition includes, but is not limited to, garage sale advertisements, political advertisements, and commercial advertisements. Signs of support for political purposes may be placed inside your windows. In a Cooperative, your rights end where your neighbors begin. No private garage sales signs may be posted except for Coop sponsored garage sales.

### **BARBECUE GRILLS/OUTSIDE BURNING**

Barbecue grills may only be used on rear patios. Barbecue grills are not allowed in front of Cooperative town homes. Barbecue grills must be attended to at all times by an adult or totally extinguished. No lighting fluids are to be left outside the Cooperative unit any time.

All outside burning on Cooperative grounds is hereby forbidden with the exception of the use of a barbecue grill, which uses charcoal as a means of fire or a propane gas barbeque grill. All other devices, including fire pits, containers, receptacles are hereby forbidden.

### **CHRISTMAS DECORATIONS**

All outside decorations must be removed by the 31st of January. Outside Christmas decorations may not be displayed prior to Thanksgiving. The presence of live Christmas trees in your Cooperative unit is, unfortunately, prohibited by the City Fire Code. Presence of a live Christmas tree in your unit is not only a violation of a local City Ordinance, but it is also a violation of the Rules and Regulations of the Cooperative and will result in the termination of your Membership at the Cooperative.

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

1. Trees must be substantially supported so they cannot be easily tipped or knocked over.
2. Trees shall be located in a remote area of a room or lobby and kept away from all paths of exit.
3. Flammable materials such as cotton batting, straw, dry vines, leaves, trees, artificial flowers, or

shrubbery and foam plastic materials shall not be used for decorative purposes in show windows or other parts of buildings in such a quantity as to constitute a fire hazard, unless such material is flameproof in an approved manner.

4. Electric light bulbs shall not be decorated with paper or other combustible materials unless such materials have been rendered flameproof.

5. Electrically operated or lighted tree stands must be labeled and listed by a nationally recognized testing laboratory.

6. Electric lights used shall be those bearing the label of a nationally recognized testing laboratory and shall be checked for defects prior to use.

7. When electrical lights are used, they shall be lighted only when under the supervision of a responsible person.

### **CABLE INSTALLATION**

No holes are allowed in the brick or exterior siding. Cable wire for second floor use must be run on the interior of units only. Cable should be run through cold air ducts. Cable may only be run through cold air ducts, interior walls or closets. Outside cable lines must be buried underground by the cable provider following proper protocol. Outside cable boxes are not allowed in the cooperative. This rule was established for the protection of the buildings and property of the townhome community.

When having cable installed, please reinforce this rule with your cable provider. Failure to do so can result in being fined and you will be responsible for the cost of any potential building repair.

### **INSTALLATION OF DIRECT BROADCAST SATELLITE ANTENNAS**

Yorkshire Plaza Cooperative hereby prohibits the installation of low power C-band satellites which require larger dishes in order for the subscriber to receive their signals and also the installation, maintenance, or use of antennas to receive distant TVBS signals.

Members who wish to install TVBS [television broadcast satellite service], MMDS [multipoint distribution service], DBS [direct broadcast satellite service], MDS [multipoint distribution service], ITFS [instructional television fixed service], LMDS [local multipoint distribution service], VSAT [very small aperture terminals], including all high-power and medium-power satellite services using reception devices of one meter or less in diameter **must have the approval of the Cooperative through a Property Improvement Permit and are required to notify Miss Dig.** Should you change provider, the satellite dish must be removed.

Installation of such devices shall only be allowed on a pole not to exceed 4 feet in height or be located 2 feet from the building or other such device at the rear of the unit; however, Member shall not be able to affix it to the building or other Cooperative property. There shall be a limit of one such device per unit.

This Rule and Regulation is intended to comply with the provisions of the Telecommunications

Act of 1996 as amended as subject to modification pursuant to rulings of the Federal Communications Commission which governs the regulation of such devices.

### **FIREWORKS/DECORATIVE PATIO TORCHES**

The use of fireworks of any kind is expressly prohibited. The use of patio torches or similar devices such as kerosene lights are also expressly forbidden. Patio candles such as citronella candles are allowed.

### **SPORTS, IN-LINE SKATING, SKATEBOARDING, AND BICYCLE RIDING**

Sports which includes, but is not limited to, basketball, baseball, golf, and street hockey, is not allowed in any courtyard, around any of the buildings or in the streets or parking lots. Portable basketball units are similarly prohibited.

In-line skating, skateboarding, bicycle riding and similar activities are expressly prohibited in the parking lots of the Cooperative. The Cooperative bears no responsibility or liability to those Members, their children, or guests who engage in these activities on the grounds of the Cooperative. Those who engage in these activities are prohibited from engaging in the activity at a high rate of speed and must take care to avoid pedestrians, especially young children and senior citizens. The Cooperative retains the right to prohibit an individual from engaging in these activities if there are verified complaints that the individual has acted in a dangerous manner so as to create a potential harm to other Members, their children, or guests.

### **FIREARMS AND WEAPONS**

Use of firearms, bows and arrows, knives, BB guns, air soft gun, rifles, paint ball gun, fireworks, and similarly dangerous weapons or explosives is expressly prohibited on or near the Cooperative grounds. Any such weapon or explosive is subject to immediate confiscation. Any use of a weapon, brandishing of a weapon, or explosive on or near Cooperative grounds will be reported to the Roseville Police and will result in eviction. In particular the brandishing of such a weapon is strictly prohibited and constitutes a material violation.

### **CURFEW**

The curfew in the City of Roseville for children up to the age of 15 years is 10:00 p.m. The curfew for children from the age of 16 to 17 years is midnight. These curfews are also applicable to the Cooperative.

### **FLAMMABLE LIQUIDS AND GAS-POWERED MACHINES**

Flammable items, gasoline, and gasoline cans may not be stored in a Cooperative unit. Gas powered machines of any kind, including snow blowers, motorcycles, minibikes, and generators may not be stored in a Cooperative unit.

## **WATER BEDS**

Water beds are not allowed in a Cooperative unit.

## **SLEEPING QUARTERS/BELOW GRADE OR BASEMENTS**

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

## **CONDUCTING BUSINESS**

Members are not allowed to use their Cooperative units for any business purpose or cause any disturbance that detracts from another Member's peaceful occupancy of his/her Cooperative unit. This should not be construed as to prohibit Avon and newspaper deliveries or other non-disturbing activities. Business requiring traffic in and out of units, creating noise, creating debris, causing excessive wear and tear on the unit such as day care, auto repair, drug dealing, and mail order are targeted. No commercially licensed vehicles are allowed at the Cooperative overnight.

## **CRIMINAL ACTIVITY**

As part of the responsibilities of the Member in continuing to occupy premises at the Cooperative, the Member must maintain a certain standard of moral conduct on and off the premises, so as not to impair the good name and creditability of the Cooperative to the community in which it is located. It is also a moral duty to the Cooperative to protect its other Members against association with any person who might be participating in any criminal activities. Therefore, the following rules and regulations are now effective:

A. Neither Member nor any of Member's family occupying premises at the Cooperative shall engage in, or permit unlawful activities in the Member's unit, in the common areas, or on or off the Cooperative grounds.

B. It shall be a violation of the Rules and Regulations and shall subject a Member to eviction and loss of membership, if the Member engages personally in any unlawful activity in the dwelling unit, in the common area, on or off the Cooperative premises. Such activities include, but are not limited to, those items here and after listed:

1. No Member, Members of the household, or guest invited on the premises shall engage in any act intended to facilitate criminal activity including drug related activity, and/or violence or threats of violence, and include, but are not limited to, the unlawful discharge or possession of firearms on or off the Cooperative premises.



2. The Member shall not knowingly permit any Member of that Member's household or family or guest or any other person under the Member's invitation to engage in any drug related criminal activity engaged in on the premises by any other person under the tenant's control;
3. If a determination is made by the Cooperative that a household Member is illegally using a drug;
4. If a determination is made by the Cooperative that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
5. For criminal activity by a tenant, any Member of the tenant's household, a guest or another person under the tenant's control:
  - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
  - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
6. If the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
7. If the tenant is violating a condition of probation or parole under Federal or State law;
8. If a determination is made by the Cooperative that a household Member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
9. If the Cooperative determines that the tenant, any Member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any Member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

The Cooperative pursuant to the terms of MCLA 600.7514(1)(b) may when a Member holds over after a Member is terminated pursuant to a clause in the Occupancy Agreement providing for termination because the Member, a member of the Member's household, or other person under the Member's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Cooperative premises, the Cooperative may terminate the tenancy by giving the tenant a written 24-hour notice to quit. This subsection applies only if a formal police report has been filed alleging a person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Cooperative premises.

C. The Cooperative pursuant to 600.5714(1)(e) may when a person holds over premises for 7 days following service of a written notice to quit for termination of the lease after the tenant, a

member of the tenant's household, or a person under the tenant's control, on real property owned or operated by the tenant's landlord, has caused or threatened physical injury to an individual. This subdivision applies only if the police department with jurisdiction has been notified that the person, on real property owned or operated by the tenant's landlord, caused or threatened physical injury to an individual. This subdivision does not apply in either of the following cases: (i) *The individual who was physically injured or threatened is the tenant or a member of the member's household;* (ii) *Application would result in a violation of federal housing regulations.*

### **PROHIBITION TO THE USE AND CULTIVATION OF MARIJUANA**

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

### **RELEASE FROM OCCUPANCY AGREEMENT AS A RESULT OF DOMESTIC VIOLENCE**

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

### **MEMBERS RIGHT TO PEACEFUL POSSESSION**

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

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

## **ANTI-BULLYING POLICY**

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

Discriminatory harassment and intimidation are violations of the fair housing laws and are specifically prohibited. Harassment and intimidation include abusive, foul or threatening language or behavior.

Members who experience or witness such conduct are strongly encouraged to report it to the Police.

Staff who witness or learn of possible discriminatory harassment or intimidation or receive a complaint from a member must take it seriously and respond promptly according to the procedures outlined in this policy.

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

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

## **PET POLICY**

Other than fish, caged birds, and customarily home-caged animals such as hamsters, **NO PETS ARE ALLOWED AT THE COOPERATIVE INCLUDING BUT NOT LIMITED TO CATS, DOGS, AND EXOTIC ANIMALS. Visiting animals are prohibited.** The Board of Directors will allow the member to keep an animal needed as a reasonable accommodation to the tenant's disability and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disability.

## **CHANGES IN FAMILY OR HOUSEHOLD COMPOSITION**

Subsequent to the Member's initial occupancy, any changes in family composition must be reported to the Cooperative office. In addition, you must provide a birth certificate, Driver's License or Michigan Identification, Social Security Card, and if necessary, proof of immigration status. In the event the individual is a minor, you must provide a birth certificate and proof of custody by a divorce Judgment, Court Order, or Guardianship Letters of Authority from the Probate Court. Any adult over 18 that resides in the Cooperative unit is subject to a criminal background search. The Cooperative reserves the right to reject an adult who is requesting to be added to the recertification based on prior criminal records. Failure to advise the Cooperative of changes in family composition constitutes a material violation of the Occupancy Agreement and Rules & Regulations and subjects the offending member to termination of tenancy. The Member may not add additional residents so as to over utilize the townhome; limit of 2 person's per bedroom plus one additional individual

If a member permits any person(s) to spend overnights on an ongoing continual basis exceeding 30 days, the person(s) shall be deemed unauthorized occupant(s) and a material violation of this agreement; unless you have notified Management of a person(s) visiting and such visit will exceed 30 days and Management and/or the Board of Directors authorizes the visit.

## **FINES AND PROCEDURAL MATTERS**

### **COMPLAINT PROCEDURES**

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

The second and more serious class of complaints should be directed to the Management. Included in this class are complaints regarding the Management or other Cooperative employees, services expected but not received, complaints about our Cooperative (hopefully constructive), and complaints about other Members. If Management fails to respond, the Board of Directors may be petitioned as a last resort. Complaints to Management or the Board of Directors must be in writing and signed. It is suggested that you attempt to verify the complaint with additional witnesses.

**No request or complaint will be acted upon by the Board of Directors unless submitted in writing and placed in a sealed envelope addressed to Board of Directors.**

Complaints and Complainants are held in strict confidentiality. However, should it become necessary to proceed with litigation, it will then be necessary to divulge the name of the complaining Member to the court. Minor complaints will be dealt with a letter and/or fine. Repeated complaints will result in a meeting with the Board of Directors and may result in eviction. More serious life-threatening complaints of criminal activity will result in the institution of eviction proceedings without a meeting with the Board of Directors.

### **FINES FOR VIOLATIONS OF THE RULES AND REGULATIONS**

1st Offense A written warning at the discretion of the Board of Directors

2nd Offense \$50.00

3rd Offense \$100.00

4th Offense Termination of Membership and Occupancy

At the discretion of the Board of Directors, fines are assessed for each violation and/or written warning, and/or termination of Membership and occupancy.

Members are responsible for violations of these Rules and Regulations by their family members, other household members, and guests and are subject to fine, written warning and termination of Membership and occupancy for these violations.

In the event that you wish to protest the violation and fine imposed, you must submit in writing an explanation concerning why you do not believe you are guilty of the violation. Unless the Board hears

from you within seven days of the written notification of rule violation, the fine or other penalty will become final. In the event the fine is affirmed or modified, your carrying charge account will be assessed and you will have thirty days to pay in full.

### **PROCEDURE FOR IMPOSITIONS OF FINES**

The Board of Directors has the ultimate decision regarding the imposition of fines as outlined above. There are three methods by which the Board will investigate and, if necessary, impose fines. These methods are first, verification of a complaint by a Member of the Cooperative concerning a violation of the Rules & Regulations, second, observations of the Management or maintenance staff concerning violations by Members, and third, observations by the Board of Directors regarding such violations.

After investigation of a complaint, the Board of Directors will issue written notification that a fine is being imposed and specify which Rule and Regulation was violated. Unless the Board hears from you within 7 days of the written notification of rule violation, a fine or other penalty will be imposed upon you. In the event that you protest the violation and fine imposed, you must submit in writing an explanation concerning why you do not believe you are guilty of the violation. You may also request a meeting with the Board of Directors to discuss your explanation. After the Board has reviewed your written explanation or has met with you, you will again receive a written notification from the Board of Directors that the fine will be imposed upon you or that your explanation has been sufficient and the fine will not be imposed. In the event the fine is affirmed, your carrying charge account will be assessed and you will have thirty days (30) to pay in full.

The Board of Directors has the ultimate decision-making authority concerning giving warnings and issuing fines. If a particular case warrants, (i.e. criminal conduct, etc...) the Board of Directors may bypass the violation procedure and immediately issue a notice to terminate for the violation of the Rules and Regulations. Further, repeated violation of different parts of these Rules and Regulations shall provide sufficient grounds for termination of Membership and occupancy.

NOTE: You are also bound by your Occupancy Agreement. A material violation of that agreement alone may warrant the issuance of a termination notice and subject you to termination of Membership and occupancy.

### **LIMITED CANCELLATION RIGHTS**

A Member who has occupied the Premises for more than 13 months may terminate the Occupancy Agreement upon 60 days written notice to the Cooperative if (i) Member has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Cooperative with written proof thereof or (ii) Member becomes incapable during the occupancy of living independently, as certified by a physician in a notarized statement.

If a Member executes the Occupancy Agreement while in military service, or enters military service after the Occupancy Agreement has been executed by that Member, and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, he/she may terminate the Occupancy Agreement at any time after the Members entry into military service or the date of the Members military orders described in the Servicemembers Civil

Relief Act, 50 USC 3955(b).

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

### **FUTURE MODIFICATION**

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

### **REVOCATION OF ALL PRIOR RULES AND REGULATIONS**

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

### **INCORPORATION OF THE RULES AND REGULATIONS TO OCCUPANCY AGREEMENT**

Your rights and responsibilities as a Member of the Cooperative are governed by the By-Laws of the Corporation, your Occupancy Agreement, and these Rules and Regulations. Conflicts between the Bylaws and these Rules and Regulations should be resolved in favor of the Bylaws. That in the event there is a difference or discrepancy between the Occupancy Agreement and the Rules and Regulations, the provision in the Rules shall prevail.