

Dear Member,

We take pleasure in welcoming you as a member of Village Square Cooperative. We are sure that you will enjoy your townhouse, and that you will find living in our cooperative a rewarding experience. Cooperative living offers the best alternative to individual home ownership. Ideally, co-ops are friendly neighborhoods where members respect each other's rights and privacy.

As a member, you are NOT renting at Village Square Cooperative. You share ownership of the Cooperative, as represented by your Membership Certificate.

Cooperatives make it possible for people to join together for their mutual benefit. The success of this common endeavor depends upon the interest and participation of the members. Members are encouraged to take part in our cooperative by attending the monthly membership meetings, and by serving on co-op committees, or serving on the Board of Directors.

As a member, your responsibilities are defined within this handbook. Our goal is to maintain our cooperative as a beautiful and harmonious residential development. Simply stated, your responsibilities are to respect the rights of neighbors and to uphold the fundamentals by which the Cooperative was formed cooperation among Members.

This policy handbook is designed to provide information about the Cooperative, about your townhouse, and about your community. Please be advised that these policies are subject to change by the Board of Directors when they are necessary for the benefit of the Members.

We hope that your stay here will be a happy one. We are certain that you will find Village Square Cooperative is a community in which we all take pride.

Sincerely,
Village Square Cooperative
Board of Directors

HOW TO USE THIS BOOK

We encourage you to read this book in its entirety. However, it has been assembled so that you may look up whatever it is you may be wondering about. Some headings are merely suggestions for making life easier and more pleasant while living in Village Square Cooperative, gleaned from the experiences of the members who participated in this, the most recent handbook committee.

Other headings are rules that must be adhered to by all for the wellbeing of the cooperative.

Infractions of these rules will have consequences that could endanger your membership.

HOW COMPLIANCE IS DETERMINED

Every page of this handbook has an insertion date in the lower left-hand corner of the page. The rules on that page will prevail from that date forward. Those who are out of compliance before that date are encouraged, for the good of the co-op, to bring their unit into compliance as soon as possible.

Remember, if not in compliance at the time of move-out, you may be charged out of your equity, to bring your unit into compliance.

Installation/Alteration permits must be used for everything you add to your townhouse. They must be signed by management prior to your work being done. That work must be inspected, approved, and once again signed by management when everything is complete. It is up to you, the member, to notify management that you are ready for them to have their inspection. If these steps are not taken, you cannot sell these changes when you move.

Please keep in mind that having signed permits for everything protects you.

NOTE

All fees listed in this handbook are subject to change, please contact the office for updated costs.

ACTIVITIES (NOISE/WEAPONS, ETC.)

No immoral, improper, unlawful, or offensive activity shall be carried on in any townhouse or upon the common grounds, nor shall anything be done which may be or become an annoyance or a nuisance to the members of Village Square Cooperative. No unreasonably noisy activity shall occur in or on the common grounds or in any unit at any time and disputes among members, arising as a result of this provision which cannot be amicably resolved, shall be handled by management and/or the board of directors. No member shall do or permit anything to be done that will increase the rate of insurance to the cooperative. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices.

ADDING A HOUSEHOLD OCCUPANT

Members CANNOT move anyone into their townhouse without PRIOR approval of Village Square. If a member wants to move someone in, they must pick up the required paperwork at the office. Anyone, age 18 years and older, is required by the Board of Directors to have a credit report and criminal background check on file. When the paperwork has been completed and the credit report obtained, approval will be given for the individual(s) to move into the member's townhouse.

ADDING A CO-MEMBER

If a current member wishes to add other individual(s) as a co-member, he/she and the potential new member must contact the office. The potential new co-member must go through the required application and approval process and meet the current criteria for membership. Upon the new co-member being approved, the members will be required to return their membership certificate to Village Square so that a new one, bearing the names of all co-members, can be issued.

ADDRESS PLAQUES

Only the Cooperative approved Address Plaques are allowed.

AIR CONDITIONERS

An Installation/Alteration Permit is Required.

Window Units

If you plan to install a window air conditioner, you must adhere to the following:

1. ***An Installation/Alteration permit must be completed and submitted for approval, PRIOR to the commencement of any work.***
2. The air conditioner CANNOT be placed directly on the window frame. Window frame protection, approved by Village Square, must be used.
3. No structures or objects, other than the back of the air conditioner, may protrude from the window. If bracing is required, it must be on an approved bracket. No broom handle

sticks, or 2x4's may be used as supports.

4. Any space around the air conditioner unit must be tightly filled with clear glass, or Plexiglass. No other fillers will be accepted.
5. Window parts, removed to accommodate the air conditioner, must be stored by the member. If parts are lost or damaged, the member will be responsible for the cost of replacing or repairing them.
6. Window air conditioners may not be installed prior to April 1st of each year and must be removed by October 31st.

Central Air

If you are planning to install central air conditioning, the following must be adhered to and followed:

1. Complete and submit for approval, prior to the commencement of any work, an Installation/Alteration permit, including the installer's mechanical license number and Proof of Insurance. Permits will not be approved without this information. Prior to final approval by Village Square, copies of the city permit, and city's approval must be submitted to the office.
2. The condensing unit must be in an area approved by Village Square. This rule is also applicable for an A/C unit replacement.
3. It is the member's responsibility to ensure that the exterior condensing coil is kept clean and free of debris. Buildup of weeds, leaves, dust, etc. will result in improper refrigerant pressure. This can cause the evaporator coil, which is located inside on top of the furnace, to ice up and water to leak into the furnace.
4. It is the member's responsibility to replace the furnace filter monthly. If this is not done, the evaporator could ice up and cause water to leak into the furnace.
5. Maintenance of the COMPLETE air conditioning unit is the sole responsibility of the member. Village Square has no responsibility regarding any portion of the A/C unit.
6. If the air conditioner is removed, the furnace is to be restored to an acceptable condition, as are the exterior grounds, as approved by Village Square.
7. Any repairs/damage to the furnace caused by the installation or operation of central air conditioning will be the member's responsibility.

ALTERATIONS

For your own protection, permits are required for all work in your unit.

Members may make certain structural, plumbing, and/or electrical changes or additions in the unit, or to the exterior of the unit. However, the member must:

1. First complete and submit to the Village Square office, an Installation/Alteration permit. These permits are available at the office.
2. Be sure that all work is completed in accordance with Village Square requirements and the City of Utica building codes. Copies of city permits, and final approval are required **PRIOR** to Village Square's final approval. All costs associated with city permits are the responsibility of the member.

If either of the above two conditions is not met, the member will be required to immediately restore the unit to its original condition, regardless of the cost for the restoration. **Upon move out, you may be charged for removal or correction of any unauthorized improvements.**

No alteration shall be made to the exterior of the townhouse without following the above two listed conditions. The exterior of the townhouse includes, but is not limited to, the porch, windows, brick, siding, parking lot, sidewalk, etc.

3. Call Miss Dig at 1-800-482-7171 (MISS-DIG) if the type of work you are having done requires their assistance.

No increase in transfer value will be given from Village Square for alterations of any kind. You may, however, attempt to sell any changes/additions directly to the next member as long as there is a dated approval on file.

You must keep all approved permits to show as proof at the time of moving out.

If additions or changes are removed, the member will be responsible for restoring the townhouse to its original condition.

If, at a later date, Village Square undertakes an improvement project which covers items a member has already completed, no reimbursement will be made to the member for the improvements that they have made.

All exterior painting is provided by your cooperative. Interior painting and decorating is the responsibility of the member. Interior painting and/or wall papering does not require a permit.

Any additional electrical wiring or the addition of a 220-volt electrical line requires a permit **prior to the installation**. A permit from the City of Utica is also required. **All electrical wiring must be installed by a licensed electrician.**

The following is a brief explanation as to the rights and obligations of a member in possession of an approved permit:

1. The permit shall remain in effect indefinitely providing that the improvement has been properly maintained to Village Square specifications. Failure to properly maintain an improvement could result in the revocation of the permit, and the removal of the addition at

the member's expense.

2. Article 11, Section (a) 3 and (c) of your Occupancy Agreement states, " The member agrees to repair and maintain his/her dwelling unit at his/her own expenses as follows: Any repairs, maintenance, or replacements required on items not furnished by the Corporation."
3. You are responsible for all improvements in the unit at the time you purchase it.

ANNUAL MEETING

Village Square Cooperative holds its annual meeting on the third Thursday in June of each year to elect board members and to conduct required business. For further information, please refer to the by-laws.

ANTENNAS

TV, FM, and short-wave system antennas, etc. may not be installed outside or in the attic of the townhouse.

Satellite television systems are allowed. The satellite dish must be installed on a post within your 16 x 20-foot backyard and cannot be attached to the white vinyl fence if you have one. It cannot be attached to the building in any manner. The wiring may not run up the siding nor can it go through it or through the windows of your unit.

APPLIANCES

Each townhouse is equipped with a natural gas range (stove) and a refrigerator. Village Square maintenance staff services these appliances. Should a problem arise, notify the office at 586-739-7570.

Members may replace the Cooperative-supplied range (stove) and/or refrigerator with one of their own. Any replaced appliance must be stored in the townhouse; Village Square will not store them. First, an Installation/Alteration permit must be submitted to the office prior to replacing the appliance. Village Square will not be responsible for the maintenance of a member's appliance(s).

If at the time a member moves out, an appliance (upgraded or VSC owned) is missing, the member will be charged for the full replacement cost.

ATTIC

Each townhouse has a ceiling opening to the attic space. It has been heavily filled with blown insulation and should not be entered. You may not store any items in this space.

AUTOMOBILES/PARKING

The parking lots have been striped and numbered so as to guarantee every unit one (1) parking space as close to his or her door as possible.

Each assigned parking space is designated by the member's unit number. Members are permitted to use as many parking spaces as there are licensed drivers in their household, provided that each vehicle is registered with the Village Square office.

Members are responsible for how and where those living in their unit as well as their guests park. They are to inform them to use a "V" space and not to park in someone else's assigned spot or park behind someone so as to block them. Members must also make sure that these rules are followed.

All vehicles are to be parked within the lined spaces. If a vehicle is too large to be parked in one space or has items that extend or overhang the area permitted by one parking space, then it may not be parked on Village Square property.

Driving or parking on Village Square sidewalks or lawn areas is not allowed. All costs incurred by Village Square to make repairs for damage caused by this practice will be assessed to the member.

NOTE: *An exception to driving on the lawns is in the case of a delivery that cannot be brought through the front door of the townhouse (i.e., sand, patio blocks, or building materials for a fence or deck.)*

Motorcycles and/or mopeds must be parked either in front of or behind a member's vehicle in their **numbered space only**

Unlicensed gas or electric motorized scooters are prohibited.

If your four-wheel vehicle, along with your two-wheel vehicle, takes up more of the length of your space than you have available, and/or it impedes a neighbor from easily using their own guaranteed space, then you can't have the motorcycle.

Motorcycles are not allowed inside the townhouse for any reason.

Motorcycles cannot be kept inside the back fenced areas, or on decks, patios, or back yards including the 16x20 directly outside your back door.

Please be advised that the member(s) are responsible for the actions of any household members or visitor(s) regarding our parking regulations.

Variances to parking regulations based on need will require Board of Directors approval.

Please remember to use extreme caution while driving in Village Square's parking lots or streets since there are many children playing throughout our property.

Motor vehicles operated and/or parked on Village Square property must be insured, display current license plates, and be operable.

Vehicles are to be moved for purposes of snow removal and parking lot maintenance and are not to be abandoned or parked without being operated as a daily/regularly driven vehicle.

It is advisable to notify the office if you are going to be away for any length of time.

Excessively loud vehicles, including loud exhaust systems, must be repaired in seventy-two (72) hours or the vehicle will not be permitted on Village Square's property.

Vehicle alarms must be adjusted to prevent them from becoming a nuisance.

Audio systems are not to be played loudly so as to disturb others.

No travel trailers, RV's, PODS, or boats may be left on the property overnight without permission from the office, which will be noted in your file.

Prior to bringing any of these items on the property, it is the member's responsibility to come to the office with the following information:

- a. Name and address of member
- b. Type and length of vehicle
- c. Date the vehicle will be on the premises
- d. License number of the vehicle
- e. Location where the vehicle will be parked

Exception: PODS may be parked in members' parking space for no more than seven (7) days with approval.

Abuse of these rules on trailers, RV's, PODS, and boats will result in:

1st Offense --- Written warning

2nd Offense --- Denial of permit for one month

3rd Offense --- Indefinite denial until appearance before the Board of Directors.

AUTOMOBILE PARKING STICKERS/VEHICLE REGISTRATION

- a. All vehicles must be registered with the Village Square office,
- b. All vehicles on the property must have a Village Square parking sticker,
- c. Only one (1) car per licensed driver in your household is allowed to be parked on the property,
- d. The parking sticker must be placed in the lower left driver's side corner of the inside of the windshield.

REPAIR WORK on a motor vehicle is prohibited if such work involves:

1. Spilling oil, grease, antifreeze, or other substances,
2. Loud noises,
3. Inconvenience to others as determined by the office,

4. Danger to others as determined by the office,
5. Performing any work for more than two days (48 hours),
6. Vehicles may not be left on jacks or ramps overnight.

Only minor repairs may be made on the property. They must be done in the member's assigned (numbered) parking space. If there is asphalt damage, it is the member's responsibility and repair costs will be charged accordingly.

BACK YARDS (see FRONT YARDS, GROUNDS and LAWNS)

Cinder blocks may not be used to build any kind of structure.

Propane fire pits are permitted and must be at least 10 feet away from the building. Wood fire pits/open wood fires are **NOT** permitted.

Rubbermaid type storage sheds are allowed in fenced yards of one-bedroom units only as long as they cannot be seen over the fence.

Deck boxes are permitted as follows:

- Fenced Yards – Within fence.
- Unfenced Yards – On patio area so as not to impede lawn services.
- Dimensions – Not to exceed 57in. Length x 27in. Width x 24in. Height

When trimming bushes or trees, do so only in your immediate front or back yard, not in your neighbor's yard or in common areas. If these other areas need attention, notify the office.

No vegetables are permitted to be grown in the ground or planters in the front of units or beyond the member's back yard area. However, vegetables may be planted in the Member's personal back patio area in the ground or appropriate planters. Vegetables are not to be planted on any portion of the common grounds.

Yards are to be weeded and free of debris.

Members are encouraged to water their lawns, especially during dry spells.

Outdoor furniture is permitted, providing it is kept in good repair.

BALL PLAYING

No games involving the hitting of balls or other objects with bats or clubs will be permitted. No balls or objects of any kind can be thrown or bounced on any portion of the Cooperative buildings.

BARBECUE GRILLS

Barbecue grills are to be used only in the back yard.

Gas grills may not be connected with the inside gas line.

Propane barbecue grills should be 15 feet from the building.

Please do not empty ashes on the lawn.

Do not grill near vinyl fencing due to potential damage/fire.

NOTE: *Under no circumstances are barbecue grills to be used inside any unit.*

BASEMENTS/DRAINS

As with any basement, the basement of your townhouse may be susceptible to drain and sewer backups, as well as wall leaks.

Items stored in the basement should be kept off the floor. Damage to personal items due to a backup or wall/window leak is ***the responsibility of the member, not Village Square.***

If members partition the basement and have carpeting or have painted the floor, they must take into consideration the potential for problems due to possible water damage.

The basement floor drains should not be covered by any item. The drains should have approximately three (3) gallons of water poured into them several times a year. This will help keep odors to a minimum.

Basement window wells have drains. They should be kept clean and free of debris in order to allow them to operate properly. They are not to be used for storage. It is the member's responsibility to keep both the window well and the drain clean and free of debris. All leaks and backups should be immediately reported to maintenance at 586-739-4413.

BATHROOMS

Swanstone (Veritek) Tub and Shower Walls

- Everyday cleaning should consist of liquid cleaners such as Dow or Lysol foaming bubbles, Top Job, Mr. Clean, or liquid Lysol along with a sponge,
- Remove hard water stains, mineral or soap buildup with scale removers such as Lime-Away,
- Protect the finish with any fiberglass wax or automotive past wax,
- **Caution:** Never use abrasive scouring powders, cleansers, or pads. They dull the finish of the product,
- To clean adhesive: May use acetone to clean.

Kohler Cast Iron Tub

- **Do use** only non-abrasive cleaners and a soft sponge to clean the slip resistant surface,
- A Soft nylon brush may be used once a month to clean the Safeguard,
- Follow the cleaner manufacturer instructions very carefully,
- The following cleaners are recommended:
 - Clorox Tilex Soap Scum Remover
 - ScrubFree Soap Scum Remover
 - Mr. Clean Top Job
 - Lysol Foaming Disinfectant
 - Dow Bathroom Cleaner
- **Do Not Use:** abrasive sponge pads, steel wool, wire brushes, or metal scrapers to clean the tub.
- **Do Not Use:** buffing machines on slip-resistant surface.
- **Do Not Use:** high alkaline or strong acid cleaners.
- **Do Not Use:** abrasive cleansers.

Glass Doors

- Care of Aluminum
 - The aluminum in the shower unit is durable and resistant to water damage.
 - It is advisable but not necessary to wipe it dry with a towel.
 - It should be cleaned weekly with a soft damp cloth to remove any buildup.
 - If a cleanser is used, be sure to rinse it off completely.
 - **Never** use an abrasive cleanser of any kind.
 - Many glass cleansers can damage aluminum if allowed to remain on the metal for any length of time.
 - Comet Non-Abrasive Bathroom Cleanser is recommended for safe cleaning of glass and anodized aluminum.
- Care of Glass
 - The glass can be kept clean with Comet Non-Abrasive Bathroom Cleanser, or any glass cleanser used in the home.
 - The glass is tempered safety glass and is much stronger than regular glass but can still break.
 - Avoid striking it with any sharp or hard objects.
- Ceramic Tile
 - Sweep /wipe down tile with a soft bristle brush.
 - Wash with warm water and mild detergent solution using a cotton mop or sponge.
 - All purpose cleaners such as Mr. Clean, Spic n Span or Lysol could be used.
 - Rinse the tiles surface several times with fresh water.
 - **DO NOT** use abrasive or acidic cleaners.
 - To reduce the likelihood of stains or heavy soil buildup, follow these steps:
 - Clean up spills immediately.
 - Place mats/rugs on floor to catch dirt.
 - Routinely sweep and mop tile.

BED BUG POLICY

Policy is available at the Village Square Cooperative office.

BOARD OF DIRECTORS

A five-member Board of Directors sets Village Square's policies. They are elected by the membership and serve without compensation. For a detailed explanation of the Board of Directors' duties and responsibilities, please refer to the By-laws.

BOARD MEETINGS

Board meetings are held monthly at the Community Building. All members are invited to attend open meetings. A portion of the meeting is set aside to allow individual members to voice their opinions on anything affecting Village Square Cooperative. Meetings are held on the third Thursday of the month, with open meetings for membership scheduled for January, March, May, June, August, October, and November.

If a member wishes to discuss a private concern with the Board of Directors, they must submit a written Agenda Item Request to the office. This must be addressed to the Board of Directors, and management will forward the request to them.

Members having concerns that need the Board's attention must submit such in writing and also show up when invited to the executive board meeting in person in order to be heard.

BUSHES (also see GROUNDS AND FRONT YARDS)

Front yards are to have a minimum of three (3) bushes as foundation plantings.

Work orders may be generated to have maintenance help with the removal of old overgrown bushes and the pickup of large, downed tree limbs and/or trimmings. The removal of bushes is done as the maintenance schedule permits.

BY-LAWS

Village Square's By-laws are included in this handbook. They are the rules by which our Cooperative is governed.

CABINETS (also see COUNTER TOPS)

It is advised that you do not use any abrasive products on your cabinets, sink, or faucet.

Using a product such as Pledge is acceptable as long as you do not overdo it.

Wiping surfaces with a damp cloth is sufficient.

Whenever something is spilled on the cabinet surface, dry the surface immediately.

The cooperative supplied cabinet hardware is solid brass knobs. Cleaning with a damp cloth is sufficient.

Painting of cabinets will be considered by submitting an Alteration Permit containing all the requested contractors' information.

CABLE TELEVISION

Cable television may be installed in your townhouse if done by a licensed cable company at the expense of the member.

Wiring CANNOT be visible or attached to, or run along exterior of building surface (i.e., siding). Exposed lines run by the contractor are expected to be buried in a timely fashion. No holes may be made through the exterior building walls by anyone other than the cable company. Holes may only be made in the brick at the base of the building, NOT through the siding or any other area of the building. Maintenance of the system and its components is the responsibility of the member or the cable company.

Satellite television systems are allowed. The satellite dish must be installed on a post within your 16x20 foot back yard and cannot be attached to the white vinyl fence if you have one. It cannot be attached to the building in any manner.

CARBON MONOXIDE DETECTORS

There is a carbon monoxide detector located in each unit. In the name of safety for all Members, Village Square Cooperative will take action against any Member/Household who is determined by management or the Board of Directors to have dismantled, removed, or made inoperable any of the unit's carbon monoxide detectors as follows:

1. First Infraction: A warning letter to the Member specifying the nature of the violation and the possibility of future fines.
2. Second Infraction: \$50.00 assessment per each carbon monoxide detector that is disabled.
3. Third Infraction: \$100.00 assessment per each carbon monoxide detector that is disabled and referral to the Cooperative Board of Directors.

CARRYING CHARGES

Carrying charges are the monthly obligation that each member has to Village Square. Each member is assessed a carrying charge which is based proportionately upon the unit size.

1. Carrying charges are due and payable in full on or before the first (1st) day of each month. Any member who has not paid the carrying charge in full by the 10th of the month (by 5:00 p.m. on the tenth, or 9:00 a.m. the next business day if the 10th falls on a weekend or holiday) will be assessed an administrative late fee of \$30.00.
2. On or about the 11th of each month, a DEMAND FOR POSSESSION will be mailed to any member who has a balance due. A DEMAND FOR POSSESSION is a demand notice to pay all charges due on the account ledger or vacate the townhouse.
3. A DEMAND FOR POSSESSION which is not satisfied within seven (7) days of the date issued, will be sent to Village Square's attorney, and then filed with the courts. Any legal costs incurred will be charged to the member.
4. Payments will be applied to the oldest balance shown on the account ledgers.

5. The management staff does not have the authority to stop legal action. Legal action can only be stopped by an affirmative vote of a majority of the Board of Directors or payment in full, including late fees and legal costs.
6. If Village Square seeks a personal money judgment or possession from the courts, the legal action can be stopped only by full payment within ten (10) days of the judgment.
7. If a member creates a legal expense for Village Square Cooperative because they have remitted their carrying charges late three (3) times within a twelve (12) month period, eviction proceedings will be initiated.

CARPETING

When installing wall-to-wall carpeting, have the installers plane the doors if they rub on the carpeting. The maintenance staff is not responsible for this type of work.

Carpeting is considered an improvement. You do have the opportunity to negotiate a fair price with the incoming member upon the sale of your membership. There must be an Alteration Permit on file in the office dated at the time it was laid in order for this item to be sold as an improvement.

No "place and press" (stick on) carpeting is allowed because the adhesive ruins vinyl and hardwood flooring.

Secured carpeting in bathrooms is not advised as carpet holds water and thus buckles the flooring.

CHILD SUPERVISION POLICY

Minors living with their parents or guardians at Village Square Cooperative, as well as minors visiting a member, are not to be left unsupervised.

Being unsupervised also includes minors who are in the care of other minors (in certain cases), as well as in the care of other unqualified sitters such as incompetent, intoxicated, or uncaring persons.

COMMITTEES

Committees, composed of Village Square members, assist the Board of Directors on various projects. They are responsible solely to the Board of Directors, and the board president appoints the chairperson. Committee recommendations will be given full consideration but are not binding by the Board of Directors.

The board president may make a request for the formation of a committee, or, if member's wish to form a specific committee, it shall be presented to the Board of Directors for consideration.

Members must attend at least three (3) meetings before being considered a Committee Member. A Committee Member is allowed 1 excused absence.

COMMUNITY BUILDING RESERVATIONS

The community building is available for rental use by Village Square members' only. Reservations are made by contacting the office and following the specifications below. Additional guidelines must be followed in order to rent the building for a function. The complete list of those criteria will be presented to the member at the time the reservation is made.

1. A rental fee and all necessary paperwork must be submitted to the Village Square office before any date can be reserved. The non-refundable rental fee is used for the refurbishing of the community building. A \$150.00 security deposit must be paid when the Member picks up the keys. If the member is not present at the function for which they rented the Community Building, they will forfeit the \$150.00 security deposit. The deposit check will not be cashed and will be returned providing there are not damages.
2. Only a member of Village Square Cooperative who is over 18 years of age may rent the Community Building and they must be present at the activity.
3. All carrying charges and account balances must be current at the time of the reservation and when the member picks up the keys.
4. A pre-inspection and post-inspection checklist will be completed before and after the event. Pre-inspection will be completed before receiving the keys to the Community Building.
5. The keys must be returned, and the Community Building cleaned by 8:00 a.m. the next business day following your weekend rental. The post-inspection will be conducted no later than 5:00 p.m. the next business day after the event.
6. If the Community Building is not cleaned by 8:00 a.m. the next business day, the member will be charged for the clean up.
7. The Community Building is **Non-Smoking**.
8. The parking lot is reserved on weekends for Community Building rental.
9. Rentals are only permitted on Saturday and Sunday. Exceptions are made at Management and the Board of Directors' discretion.

COMPLAINTS

While living in a cooperative, members live within a close proximity of their neighbors. From time to time there may be a situation where the quiet and peaceful enjoyment of someone is interrupted.

When that occurs, members are encouraged to attempt to resolve personal issues with their neighbors directly. Should this fail to provide a solution to the problem, or there is a bonafide reason this contact cannot be made, a member may then lodge a formal complaint.

Complaints **MUST BE IN WRITING** before any action can be taken. Complaint forms are available at the Village Square office. All complaints are maintained in strict confidence unless legally required to be disclosed under or in legal proceedings. A member may submit a formal complaint in the following manner:

1. Put the complaint in writing. **No action will be taken on verbal complaints.**
2. When writing a complaint, be as specific as possible. Include items such as dates, times, names, addresses, descriptions, and any other information that will help assess the situation.
3. The complaint form **MUST** be signed by the member(s) submitting the complaint.
No action will be taken on anonymously written complaints.
4. Submit the written, signed complaint to the management office.

Members must be aware that the process of resolving a complaint issue takes time. The typical process is as follows: The "offending" member is provided with an opportunity to correct the problem. If the problem is not corrected, then Village Square needs to be notified again, in writing, that the problem still exists, and then this process repeats itself approximately three times. If after three opportunities to resolve the issue, the "offending" member has not done so, the board will consider what further action will be taken.

CORPORATE DOCUMENTS

A **Member Handbook** is given to each member upon moving into Village Square. It is a 3-ring binder designed to allow you to add or delete pages as policies change.

A **Membership Certificate** is also issued to each new member. This verifies each person's right to ownership, and the privileges that go with being a Cooperative member. This document should be kept in a safe place, as it is necessary to return it to Village Square upon move out.

Village Square's **By-laws** have been included in the back of this handbook for your review. These are the rules that govern Village Square.

The **Occupancy Agreement** is the legal binding agreement between the member and Village Square. It details the rights and responsibilities of both parties.

As per Article III, Section 6 of the By-laws and board motion, there will be a charge for replacement of any or all lost Village Square documents held by the member (i.e., By-laws, membership certificate, member handbook, etc.)

COUNTERTOPS

KITCHENS

Your kitchen countertops are made of Formica. They will burn and blister if hot items are set directly on them. In addition, they should not be used as chopping or cutting blocks, since they will show scratch and cut marks.

Burns, blisters, cuts, or scratches or other member misuse will result in repair or replacement at

the member's expense.

Clean your countertops with a mild dish washing liquid or powdered detergent and warm water, using a soft cloth. Dry the surface with a soft cloth. DO NOT use anything that is abrasive.

NEVER SATURATE THE COUNTERTOP LAMINATE SURFACE with water because it can cause support material to swell and warp. It will also cause the seams to delaminate.

Wipe up spills quickly with a soft cloth.

BATHROOMS

Swanstone Countertop

- Everyday cleaning should consist of liquid cleaners such as Dow or Lysol foaming bubbles, Top Job, Mr. Clean, or liquid Lysol along with a sponge.
- Remove hard water stains, mineral or soap build-up with scale removers such as Lime-Away.
- Protect the finish with any fiberglass wax or automotive paste wax.
- **Caution:** Never use abrasive scouring powders, cleansers, or pads. They dull the finish of the product.
- To clean adhesive: May use acetone to clean.

CULTURED STONE

Nothing can be attached to the stonework that was added during the Building Renovations project.

CURFEWS

The Village Square policy and Michigan state law is as follows:

Dusk is the curfew for youngsters up to 11 years of age.

Up to and including 16 years of age, curfew is 10 p.m. except for Fridays and Saturdays when it is 11 p.m.

CURTAINS (WINDOW TREATMENTS)

Temporary window coverings such as sheets or newspapers may not remain longer than thirty (30) days, at which time neutral colored window treatments are required.

Installation and removal of curtains, drapes, blinds, or other window treatments is the member's responsibility. When you mount hardware on the wall, locate the studs (which are approximately 16" apart). Use wood screws that are at least 1-1/4" long. If hardware is mounted between the studs, toggle bolts, mollies, or similar devices are recommended. If the hardware is removed upon a move out from Village Square, it is the member's responsibility to re-spackle the holes.

DEATH OF A MEMBER - DEATH POLICY

Village Square has available to members a "death policy" available at the office. It is NOT A WILL and DOES NOT circumvent the need to obtain paperwork from the MACOMB COUNTY

PROBATE COURT. However, it does permit a member to indicate, in the event of their death, (and there being no other person residing in the unit age 18 or over), the option to designate a person(s) to sell your membership to or transfer your membership to (if qualified).

When Village Square receives notification that a member of record (name appears on the Occupancy Agreement) has died, the following process will be initiated:

1. The death of the member will be verified.
2. The Property Manager, office staff, and the president of the board MUST be made aware of the death. At this time, it should be determined if anyone else named on the Occupancy Agreement is still legally residing in the townhouse.
3. The locks on the townhouse will be changed EXCEPT:
 - A. The member has a "death of member" form on file with Village Square indicating they do not want the locks changed, or,
 - B. Where an adult, 18 years or over, is still legally residing in the townhouse.

If there are any minor children left residing in the townhouse without an adult 18 years or over, management will first attempt to locate a relative. If a relative cannot be contacted, management will contact the police and appropriate authorities. Once an authorized adult has been contacted, the minor child may be turned over to the custody of that person.

The lock change will be done immediately by maintenance personnel. If the police department is involved, management will coordinate the lock change with them.

4. If the locks are changed, a notice will be posted on the member's door.
5. New keys will be tagged with the names of those persons who are still legally allowed to reside in the townhouse and have access to it; also, if the member has a "death release" form on file, with the names of those persons designated access by the member. Identification of any person desiring entrance into the townhouse will be verified before providing that person with the tagged key
6. Persons desiring entrance into a townhouse that are NOT legally entitled to reside there must obtain a Petition and Order for Assignment form the Macomb County Probate Court located at:

21850 Dunham
Mt. Clemens, MI

This document must designate the person(s) having the right to act on behalf of the deceased. The identity of the designee must be verified.

NOTE: An Occupancy Agreement is not terminated by the death of the member.

NOTE: With the Property Manager's approval, a non-authorized person may be allowed access to the townhouse for obtaining items necessary for the funeral arrangements. The Property Manager must accompany the person entering the townhouse. A receipt listing all items taken must be signed by all parties entering the townhouse.

DECKS

Policy is available at the Village Square Cooperative office.

DELINQUENT ACCOUNTS (small balances)

A delinquent account is defined as an account that has any unpaid balance after the due date. The following procedure is followed:

1. During the first month the delinquency occurs, a notice is sent.
2. On the second month, another notice is sent stating that the member was previously notified of the small balance. If it's not paid by the 10th of the next month, a \$30.00 late fee will be charged.
3. On the third month, if the balance is not paid, a 7-day Notice for non-payment will be issued.

DELIVERIES

Neither the office nor maintenance is responsible for accepting the delivery of parcels. If you do not expect to be home when a delivery is made, arrange for a neighbor to receive it for you. Packages can and will be refused if a delivery person brings them to the office.

DOG HOUSES

Doghouses or other outside structures of any kind for animals are not permitted, even inside of a fenced yard.

DOG RUN

Members must provide up to date immunization records and an applicable license. Contact the Village Square Cooperative office for any additional requirements.

DOORBELLS

Doorbells may not be replaced by the member. These will be replaced by the co-op with lighted ones.

DOORS

No holes are allowed to be put in any exterior or interior door.

Closet doors slide open on tracks. If they become derailed and cannot be put back on track, call maintenance immediately to avoid damaging the door. If a member wishes to replace bi-fold closet doors with their own, an Alteration Permit must be submitted and approved before changing them.

Exterior Doors are to remain white. They have been primed and **FINISHED** (painted) at the factory. A member may change the door lock, but a **KEY MUST be given to the office**, and an Alteration Permit filled out before work is done. The co-op does not supply or install dead bolts.

Only magnetic kick plates and magnetic door knockers may be used. Interior curtain rods or blinds must also be magnetic. There can be no permanent decals or stickers on the doors or glass --- only seasonal decorations that would leave no imprint when removed.

Any alteration to the exterior door (i.e., painting, changing locks, installation of any screws, nails, etc.) requires an **approved** Installation/Alteration permit. No additional holes may be put in the exterior door.

Exterior doors are to be closed in cold weather because we all pay for heat collectively.

Should a member's door become damaged through negligence or abuse, the member will have 30 days to repair the damage, or it will be replaced by the cooperative at the member's expense.

White Masonite Six-Panel Doors come with a factory painted white primer and two coats of white paint. If a member replaces their doors, only a white colored paint may be used. A satin or semigloss is recommended. No holes are to be put in the door. If these doors are planed to allow for easy closing after carpet is installed, the member will be responsible for replacing them if a large gap is left between the floor and bottom of the door when the carpet is later removed.

Storm Doors are equipped with a compressor door closer to prevent slamming. If it closes too quickly or too slowly, adjust the compressor, or call maintenance. If any damage occurs to the door due to it slamming or because wind blows it from your hand, etc. you are responsible for replacement/repair charges.

DRYERS

ALL DRYERS MUST BE VENTED USING A METAL DRYER VENT AND VENT HOSE ONLY FROM THE DRYER TO THE OUTSIDE VENT.

1. You must have an Alteration Permit signed by the Property Manager PRIOR to installing a dryer vent.
2. Your dryer vent, from the dryer to the outside, should be thoroughly cleaned annually.
3. Maintenance is not responsible for venting your dryer.
4. No vinyl accordion style venting is allowed.

Gas Dryer

Your Village Square townhome comes equipped with a gas line in the utility room of the one-bedroom units and the basement of the two- and three-bedroom units for a dryer.

Electric Dryer

An electric dryer requires a 220-volt electrical line. A Village Square Alteration Permit must be signed by the resident and approved by the property manager PRIOR to having this work done. You must also have a permit from the City of Utica, and the work must be done by a licensed electrician.

A copy of the permit from the City of Utica and proof of their final approval must be submitted before Village Square's final approval of the Installation/Alteration Permit.

ELECTRICAL PANELS

The electrical panel is located in the bedroom of the one-bedroom townhouses and in the basement of the two- and three-bedroom townhouses. All circuits are 110-volts. DO NOT store anything against or near or within three (3) feet of your electrical panel for access. There must be three (3) feet clearance and electrical panel must be accessible. Any alterations or additions to the electrical panel must be done in accordance with all electrical and building codes, and an Installation/Alteration Permit (available at the office) must be completed, submitted, and approved by Management before any work begins. Should disruption of electrical service occur, there might be a "tripped" circuit breaker. Call maintenance for assistance

*NO HALOGEN BULBS TO BE USED IN LIGHT FIXTURES DUE TO POTENTIAL FIRE. *

DO NOT REMOVE THE ELECTRICAL PANEL COVER. ELECTROCUTION, SEVERE BURNS, AND EVEN DEATH COULD RESULT.

EMERGENCY MAINTENANCE

If a member has a maintenance emergency, call 586-788-7452. Emergency maintenance calls are taken by an answering service. When calling, leave the number where you can be contacted by the Village Square Maintenance "On-Call" staff person.

Examples of Emergency Maintenance are:

- No heat (if temperature is below 60 degrees).
- No water.
- Flooding from basement floor drains, or water supply main lines or supply lines. (Water coming in the basement window well is NOT considered flooding).
- Broken water supply pipes/lines. (Does not include sink drainpipes).
- Toilet problems in **One-Bedroom units ONLY**. Two- and three-bedrooms units with at least one functioning toilet **do not** constitute an emergency.
- Leaking hot water tank over night. (*No hot water is an inconvenience, but not an emergency*).
It is an emergency over a weekend and holidays.
- Sump pump alarm/not working.
- Lock outs (there is a \$40.00 charge for this service after business hours).
- Major building damage.
- Gas leaks.
- Carbon monoxide (if your carbon monoxide detector goes off, contact Consumers Energy). If there is no actual carbon monoxide problem, the member will be charged by Consumers Energy. If there is a carbon monoxide problem, Village Square will pay the Consumers Energy service charge.
- Police and Fire emergencies -- Call 911 -- and then contact emergency maintenance.
- If you have an electrical power failure, check to see if a circuit breaker is tripped before calling the maintenance department.

There will be a \$50.00 charge for non-emergency calls. Please call after hours for maintenance emergencies only. All other calls will be answered during normal business hours.

ENERGY INFORMATION

Heating costs are included in the carrying charges; energy conservation can help contain those charges. Some basic ways to save heating fuel are the following:

WATER HEATER: Because the water heater uses a gas-fueled flame, energy can be saved here as well:

1. If hot water faucets drip when fully turned off, contact maintenance immediately. The hot water should not run or drip needlessly, not even for a few seconds.
2. Keep the heat setting on your hot water tank turned to average or below 120 degrees to prevent scalding.

ENTRY INTO TOWNHOUSES

The Occupancy Agreement provides that full-time maintenance employees, Property Manager, and Board of Directors may enter your townhouse at reasonable hours for the purposes of repair, replacement, and inspection. When possible, prior notification will be given. However, this is not always possible. Utility service persons and contractors may also enter under the supervision of one of the above-mentioned Village Square representatives. When an entry is made in your absence, a conspicuous tag will be left stating the purpose of the entry. A general notice will announce property-wide maintenance or inspection needs.

EVICCTIONS

In situations that can lead to legal eviction of members, the Board of Directors will examine alternatives to it. However, they will not hesitate to evict a member who continually violates the Village Square Cooperative policies and/or regulations. Some frequent reasons for eviction include, but are not limited to, the following:

1. Delinquent payment of carrying charges,
2. Pet policy violations,
3. Disturbances to neighbors by adults or children,
4. Destruction of Village Square property,
5. Violence or threats of violence to Village Square employees, other members, or their guests,
6. Unlawful acts which include, but are not limited to, threats or acts of violence on the premises, the discharge of a firearm on the premises, drug related criminal activity, destruction, or vandalism to the property, disturbing or annoying other members and guests, etc. "Drug related criminal activity" meaning the felonious manufacture, sale, delivery, or possession with the intent to manufacture, sell, or deliver a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802),
7. Any habitual non-compliance of rules.

EXHAUST FAN (bathroom)

Each bathroom is equipped with a fan in the ceiling. Since moisture is a major source of structural damage in townhouses, **never disconnect the fan in your bathroom.** It is controlled by the same switch plate as the overhead light. The vacuum force of these fans causes them to quickly become covered with dust and lint. Members should clean the fans regularly to ensure that they operate efficiently and properly.

EXTERMINATION

If a member experiences a problem with insects, roaches, or rodents, they are to call the management office at 586-739-7570 for an extermination appointment. There is no charge for this service unless the problem is caused by member negligence.

FENCES

Policy is available at the Village Square Cooperative office.

FILTERS

Furnace – Filters are available in the office and should be replaced on a monthly basis. Damage to the furnace due to a dirty filter is the member's responsibility.

Range - Range filters should be cleaned every 3-6 months. Range hood fans are made of washable material. Simply place the filter in a sink of hot, soapy water and allow it to soak for a few minutes. Then rinse it off and dry. Once dry, place it back in the range hood. You may purchase your own filters and change them as often as needed.

FIREWORKS

Village Square Cooperative does not permit the use of any kind of aerial firework (the type that leaves the ground). This includes aerial tubes, aerial repeaters, aerial cakes, roman candles, mines, missiles, rockets, artillery shells, mortars, festival balls, parachutes, girandolas, etc. Any household found in violation of this policy will receive a \$250.00 fine and may be subject to membership termination.

FLOORS

Kitchen -- The kitchen have vinyl floor covering that should be cleaned on a regular basis. An average vinyl floor has at least a ten (10) year life. Damage to vinyl floors through negligence may result in the floor being replaced.

Hardwood Floors -- The hardwood floors should be cleaned and waxed on a regular basis. Do not wax the steps and landings. The hardwood floors may at some time need refinishing. It is recommended that these floors be dust mopped only. However, in the event that you find it necessary to wash them, it is recommended that you use and follow the directions for Murphy's Oil Soap for hardwood floors.

DO NOT ALLOW WATER TO STAND ON HARDWOODS. THIS WILL CAUSE SEVERE DAMAGE FOR WHICH THE MEMBER WILL BE ASSESSED REPAIR CHARGES.

Ceramic Tile – The ceramic tile floors should be swept or wiped down with a soft bristle brush. Wash with warm water and mild detergent solution using a cotton mop or sponge. All purpose cleaners such as Mr. Clean, Spic n Span or Lysol could be used. The tile should then be rinsed several times with fresh water.

DO NOT use abrasive or acidic cleaners.

To reduce the likelihood of stains or heavy soil buildup, follow these steps:
Clean up spills immediately, place mats/rugs on floor to catch dirt and tile should be routinely swept and mopped.

NOTE: The cleaning and care of vinyl, ceramic tile and hardwood floors are the responsibility of the member.

FRONT YARDS (see also BACK YARDS, GROUNDS and LAWNS)

1. No front yard fencing of any kind.
2. No front yard decks or cement patios.
3. Cinder blocks may not be used to build any kind of structure in the front yard.
4. No items of any type may be stored in the front of your unit, including any items tucked behind or between bushes and/or front porches.
 - A. The only two (2) exceptions are snow shovels in winter and hoses in the summer.
When not in seasonal use, these must be stored inside of the unit.
5. No flowerpots, bikes, toys, or anything else may impede access to any unit.
6. Garbage cans may not be stored in the front yard or anywhere they can be seen from the street.
7. There will be no painting of or attaching carpeting to the front porch.
8. Election signs, announcements, etc. must be removed within 48 hours after the event is over.
9. Children's toys must be neatly stored in the back yard when not in use.
10. Front and back yards are to be kept weeded and free of debris.
11. Flower border edging cannot exceed the height of your porch or ten (10) inches in height if you do not have a porch. Flowers or landscaping cannot be farther than three (3) feet from your unit. A slight allowance will be given for a curved design. No 2x4's, scrap wood (or any wood), metal rods, pipes, roping, or chain may be used. Do not use small stones in landscaping.
12. Edging may not be used to divide the front lawns for any reason.
13. Your front yard should have a minimum three (3) bushes by the porch.
 - A. There is a list of suggested bushes at the office.
 - B. No vegetables are to be grown in the front of the unit.
 - C. Rose bushes are not considered foundation bushes.
14. No artificial flowers in front of the unit. (Exception: holidays)
15. No bird feeders or wind chimes are to be hung from common ground trees.
16. No common ground storage, furniture, or personal items.

FRONT YARD LAWN FURNITURE

Seasonal seating may be used, but not stored, in the front of your unit during the summer. It may not exceed 42" in height and may not infringe on your neighbor's area or impede access to their unit. It must be agreed upon as acceptable by all members who share an area. This seasonal

seating must be on the sidewalk between the porches and not under any windows in an area that is supposed to be landscaped. An exception to this are those units where there is a front porch that connects one unit to another and was built when the cooperative was originally constructed. Units with this porch may have their stationary seasonal furniture placed under their living room window.

FRONT YARD FOUNDATION SHRUBS/BUSHES

No foundation landscaping may be removed without an approved alteration permit to do so. Management must refer all requests to the Grounds Committee before permission may be granted. Members must replace bushes they remove. A list of bushes which grow well in Village Square is available at the office. Rose bushes used alone are not considered to be foundation shrubbery. A minimum fee of \$35.00 will be charged by the co-op to the member for each missing foundation shrub.

FURNACE

1. Your townhome is heated by a gas, forced-air furnace. The hot air registers are standard floor and wall types with adjustable dampers. The cold air returns are standard grills with parallel blades.
2. The amount of heat in each room can be somewhat controlled by adjusting the dampers/louvers on the registers. Adjusting the thermostat, located on the living room wall, can control the total amount of heat to your townhouse.
3. **DO NOT** attempt to make repairs to the furnace. Contact the maintenance staff through the office or in case of an emergency 586-739-7452. Any repairs necessary as a result of member "repairs" will be charged to the member. Members are responsible to change the furnace filters monthly. Filters are available at the office.
4. **DO NOT** store anything against or near or within three (3) feet of your furnace or hot water heater.
5. If you suspect a gas leak, vacate your home as a precaution and contact DTE Energy at 1-800-477-4747 to report a gas leak.
6. Humidifiers may be installed on furnaces only after an Alteration Permit has been approved through Village Square. Village Square does not encourage the installation of add-on humidifiers as they can leak, causing damage to the furnace itself. Damage to the furnace from a humidifier will be charged to the member. Use of a "free standing" humidifier is recommended.

GARBAGE DISPOSALS

1. Each townhouse is equipped with a garbage disposal. This appliance is used to grind and dispose of cooked foods only.
2. If you put rice, noodles, eggshells, potato peels, vegetable skins, etc. down the disposal, do it

in small quantities as these items could lead to a plumbing blockage or disposal damage.

3. Do not attempt to service or replace this appliance. It is maintained by Village Square. If a problem arises, contact the office at 586-739-7570.

The following are DO's and DON'T's for your information:

Do Grind food waste ONLY with a strong flow of COLD water.

Do Flush disposal with cold water while it is running after grinding food or after draining the sink of dishwasher. Some cleaning agents are caustic; flushing will pass such materials into the drain line without damage to the disposal.

Do Grind lemon, lime, or orange peel periodically through the disposal. This will help eliminate odors.

Do Occasionally run ice cubes through the disposal to sharpen blades.

Don't Use HOT water when grinding waste food. However, hot water can be drained into the disposal between grinding periods.

Don't Feed large quantities of fibrous food waste (carrot, potato peels, corn husks, pea pods, eggshells, noodles, etc.) into the disposal.

Don't Misuse your disposal. It is ruggedly built to give you trouble free performance. It will dispose of MOST food waste, but it will NOT grind and dispose of non-food items (metal, glass, paper, string, cloth, etc.) These items should be disposed of in a trash can.

Don't put LYE or other chemical cleaners into the disposal. Makers of some cleaners WARN that their product is injurious. Warranties are VOID when chemical damage is detected.

Don't Become alarmed if a brown discoloration appears on the face of the grinding disc. THIS IS NORMAL. If you should encounter an objectionable odor coming from your disposal, it may be the water itself, which in some areas develops a slight odor at times. It may also be coming from bits of food waste left inside the disposal because it was turned off before food was all ground up and flushed through the drain, or not enough water was used to flush food waste down.

GAS LEAKS

If you suspect a gas leak, vacate your home as a precaution and call DTE Energy at 1-800-477-4747. If one is detected, the maintenance personnel will make the repair. You are not to authorize the gas company to make the repairs. You may call the gas company, but you may not authorize the repairs.

GRAFFITI

No marks or writing of any medium may remain on buildings or fences. You will be charged if maintenance must remove them. Notify the office if you see evidence of graffiti anywhere on the property.

GROUNDS (see BACK YARDS, FRONT YARDS and LAWNS)

Grounds maintenance regularly provided by Village Square includes lawn, tree, and common area shrub upkeep, snow removal, and property clean up. Members are urged to help beautify the property by observing the following ground rules:

1. Do not litter (including cigarette butts).
2. Do not leave toys, sports equipment, lawn tools, etc. on the lawn after use.
3. Be sure your lawn area is completely clear of everything the day it will be mowed. Neither maintenance nor lawn care personnel will move items for you. If you would like the current scheduled lawn service day, please contact the office.
4. Do not empty barbecue grills on the lawn
5. **KEEP YOUR LAWN FREE OF ANIMAL FECES.**
6. Do not damage sod, shrubs, bushes, or trees. Children and pets are the major cause of damage.
7. Do not drive or park on the grass.
8. When trimming bushes and trees, do so only in your immediate front or back yard, not in your neighbor's yard or in common areas. If these areas need attention, notify the office.
9. When trimming, remember that you must bring trimmings to the dumpster at the garage for disposal.
10. Yards are to be kept weeded and free of debris.
11. Members are encouraged to water their lawns, especially during dry spells.
12. Landscaping in common areas must be unfenced and natural. Landscaping may be added in the common ground areas adjoining the units but must be maintained by the members to the cooperative's satisfaction. A Grounds Alteration Permit must be submitted to the office for approval before this work is started.
13. No vegetables will be grown in the ground or planters in the front of units or beyond the member's back yard area. However, vegetables may be planted along the perimeter (approximately three feet in width) of their back yard, whether in the ground or appropriate

planters, but must be kept under control and be maintained by the member to the cooperative's satisfaction.

Follow these same rules in keeping parking lots, sidewalks, and general play areas clean. Please inform your children and guests of the above rules.

Any damage to your lawn area or any other lawn areas due to negligence by you, your children, guests, or pets will be repaired and charged to you. Please remember that the way you maintain the outside of your townhouse is not only a reflection on you, but also of your neighbors and Village Square Cooperative as a whole -- so do your part!

GUEST POLICY

You may have a guest stay with you for up to 30 days. If this guest will be staying with you for more than 30 days, you and they will have to notify the office. Paperwork will need to be filled out about your guest's income, credit history and a criminal background check must be done. Village Square rules apply to guests as well as members and members are responsible for the actions of their guests.

HANDRAILS

Those requesting a porch handrail must submit a Reasonable Accommodation Request and an Alteration Permit. The cost of the handrail will be the members. The rail used will be black, wrought iron, the length of the porch and step, recommended on the side of the storm door handle, and ADA approved. If the handrail and/or porch are damaged, the porch will be restored upon move out at the outgoing member's expense.

HAZARDOUS MATERIALS

1. No flammable liquids, gas cans, propane tanks, or fireworks may be stored on the property,
2. Propane barbecues must be ten (10) feet from the building,
3. No firecrackers are allowed,
4. Disposal of old batteries, air conditioners, and hazardous materials is the member's responsibility. Please contact the county office for proper disposal.
5. Oil may not be poured down a drain, sewer, or poured anywhere on the property. Please contact the county office for proper disposal.

HOSES (See Winter Rules)

Hoses must be on a hose reel or coiled at the base of the water faucet when not in use. Front hose hangers are to be hung inconspicuously -- placed away from the front door to the far side of the unit, preferably behind a bush with a maximum height of three (3) feet.

IMPROVEMENTS/UPGRADES

Any changes or alterations that members wish to make to the townhouse must be approved by Village Square Cooperative PRIOR to the alteration being made. The member must submit an Alteration Permit to the office and obtain preliminary approval. Following initial approval to go forward with the work, and once the work is complete, Village Square must inspect the completed alteration in order to provide final approval. Upon receiving final approval from

Village Square, the information will be placed in the member's file and the improvement can then be utilized as an item for resale in the event the member chooses to move.

When your work is completed and inspected by the manager, he or she will sign the permit designating this to be an improvement. Have the office make you a copy of this for your personal, at home file. This becomes your proof that the improvement/alteration was approved and can be sold with the unit.

NOTE: If alterations to the unit have been made without the approval of Village Square, the member will be required to restore it to its original condition. The member will also be prevented from charging a potential new member for the unapproved improvement.

INSPECTIONS

Village Square management staff will conduct an inspection of each townhouse every other year. The purpose of this preventative maintenance inspection is to locate potential maintenance and/or structural problems. Members should not rely solely on this inspection for maintenance needs. If repairs need to be made to the townhouse, contact the office at 586-739-7570. Normally, members will be notified in advance of any inspection in your townhouse. However, sometimes situations arise when your townhouse must be inspected immediately, and notification is not possible. Examples are during emergencies, fires, health and safety problems, and mortgage inspections. If such an emergency inspection is conducted, members will be notified via a door tag, or a maintenance report being left inside the townhouse.

INSURANCE

The Cooperative requires all Member households to maintain and provide evidence of homeowners insurance with Village Square Cooperative listed as additional certificate holder to the office.

Village Square has insurance on its buildings, grounds, and other property. This insurance policy covers only the structure of the building and not the contents. **The insurance policy DOES NOT COVER MEMBERS' PERSONAL PROPERTY OR IMPROVEMENTS.** *If a townhouse burns -- the member could lose everything. Include an additional umbrella or liability rider to cover the cost of your unit's improvements. The cooperative insurance will only restore to the standard/default style. The amount of contents coverage is at your discretion, and your agent will be able to help you determine what value provides the best protection for your household.*

Village Square's policy carries a \$25,000.00 deductible. The deductible provision states that if a member is responsible for the damage through his/her negligence, then the deductible amount can be charged directly to the member/their insurance company. Members should include an additional umbrella or liability rider to cover Village Square Cooperative's deductible amount.

KEYS (see also LOCKS)

When a member moves into Village Square, they are given two (2) keys. A copy of the key(s) is kept on record with the Cooperative. If a member changes the lock or adds a deadbolt, (an

approved Alteration Permit is required prior to making this change/addition), they are required to give a set to Village Square. All keys to the townhouse must be given back to Village Square upon move out.

LATE FEE (on late carrying charge payments)

The monthly carrying charge is due **on or before the first (1st) day of each month.**

If the carrying charge payment is not received by 5:00 p.m. on the tenth (10th) of the month or 9:00 a.m. on the first business day following the tenth (10th) **if the tenth (10th) falls on the weekend or a Village Square recognized holiday in which the office is closed**, the member will be assessed a \$30.00 administrative late fee and NOTICE TO QUIT FOR NON-PAYMENT DEMAND FOR POSSESSION will be issued.

Each time a payment is received late, a late fee is charged. Any NOTICE TO QUIT FOR NON-PAYMENT DEMAND FOR POSSESSION which is not satisfied within seven (7) days of its issuance will be sent to Village Square's attorney, and a lawsuit will be filed with the courts. Any legal costs incurred will be charged to the member. Management staff does not have the authority to stop legal action, this can only be done by a majority vote of the Board of Directors after having been petitioned by the member in question.

LAWNS (see also BACK YARDS, FRONT YARDS and GROUNDS)

Any damage to or replacement of your lawn due to your abuse or neglect is your responsibility. Free grass seed is available from the co-op. (see GROUNDS)

LIGHTS

Each townhouse has a front and back porch light. End units with side doors have side porch lights. The cost of burning these lights is in the member's individual electrical bills. Additional lighting has been placed throughout the property. These are the lights that are attached to the outsides of the buildings. If you notice any lights not operating properly, please contact the office at 586-739-7570. Motion sensing lights are available for back yards from the co-op for a charge. Check to see how they are aimed so they do not shine on your neighbor's back door or into oncoming traffic if you live near a street. All porch lights must be the Co-op's rear, front, side and sensor lights. Members cannot install their own lights.

LIQUID NAILS

The use of liquid nail on unit drywall is prohibited. Fees for damage because of its use may be assessed upon move out.

LOCKOUTS

If a member, or member of their household, locks themselves out of the townhouse during office hours, management will let them in as long as the person requesting entrance is listed on the "Lockout Policy" form and can verify their identity. If no "Lockout Policy" form is on file with Village Square, then only the member of record will be let into the townhouse. The lock out will

be addressed as time permits. In the event a key is provided to the locked-out individual, it must be returned to the office the same day prior to the close of business or a charge will be assessed to the member.

In the event a lock out occurs after business hours, or weekends/holidays, the member must contact emergency maintenance at 586-788-7452. Again, whoever is requesting entry must be listed on the "Lockout Policy" form and must be able to verify their identity in order to be let into the townhouse. The member will be assessed a lock out fee of \$40.00 any time emergency maintenance is called for a lock out after hours.

NOTE: It is the member's responsibility to make sure that a "Lockout Policy" form is on file that is up to date.

LOCKS (see also Keys)

Each townhouse is equipped with a passage lock set (entry doorknob lock) on the front entry door. Members **MAY NOT** replace these locks with ones of their own unless they have obtained an approved Alteration Permit. In the event of an emergency, management personnel may need to gain entrance. Members may request that their locks be changed by maintenance. All lock changes will be subject to a lock change fee. Village Square is not responsible for member installed locks.

* If Village Square does not have access to your townhome due to the locks being changed, the members will be notified that they must supply a key(s) by the requested deadline date. If a key(s) is not provided by the requested deadline date, a 30-day Notice to Quit will be issued. The notice will be withdrawn if appropriate keys are provided, and all legal costs are paid in full to Village Square within the allotted time.

MAILBOXES

New mailboxes are installed by maintenance when needed. Only the approved cooperative mailbox can be installed, and the location cannot be changed from the co-op's chosen location.

MAINTENANCE

Village Square has a full-time maintenance staff to make repairs to the townhouse. If a member experiences a problem with electrical or plumbing fixtures, appliances, furnace, hot water heater, etc., they are to call the office at 586-739-7570 or stop in the office during normal office hours. A work order request specifying the needed repairs will be generated. Members requesting work to be done need to grant permission for maintenance to enter and perform the work requested. Repairs are usually completed within three (3) business days of the member request.

MANAGEMENT

Village Square is currently managed by a professional management company. It is hired by, and works for you, through the Board of Directors. The responsibilities of the managing agent are set forth in a contract signed by your board. Management can be contacted by telephoning the Community Building office at 586-739-7570.

Office hours are 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. Monday through Friday.

MEMBERSHIP CERTIFICATE

When an applicant moves into Village Square and becomes a member, they receive a membership certificate as evidence that they are a co-owner. It is comparable to a stock certificate given to stockholders of other corporations. It certifies ownership rights in Village Square. This certificate is given to you personally at the first board meeting after you move into Village Square.

When a member withdraws from the cooperative, they must return the membership certificate to the management office and endorse it with their signature on the back as their name appears on the front. This shows that they are surrendering their membership rights.

The membership certificate should be kept in a safe place, as it officially shows your ownership in Village Square Cooperative. If it is not returned upon withdrawal, a signed waiver will be required.

MEMBERSHIP HANDBOOK

A **Membership Handbook** is given to each member upon moving into Village Square Cooperative. It is a loose-leaf binder designed to allow members to add or delete pages as our policies and procedures change. The binder should also be used to store all cooperative documents such as the membership certificate and the occupancy agreement.

The membership handbook must be returned to the office upon moving out. If it is not returned or is damaged, you will be charged a replacement cost of \$20.00.

MOVE IN / OUT AGREEMENT (Also known as "Upgrades As-Is" Agreement)

When a member moves out and sells the improvements in the unit to the incoming member, an "Upgrades As-Is" Agreement **MUST** be completed. The outgoing member, the incoming member, and a representative of Village Square must sign this agreement.

The "Upgrades As-Is" Agreement is filled out by a Village Square representative during the pre-move out inspection. It lists all improvements and/or upgrades made to the unit that the outgoing member is going to pass on to the new member. The "Upgrades As-Is" Agreement cannot be made for damage or uncleanliness.

Only improvements with a permit dated and stamped at the time they were installed may be sold with your unit. When you purchase a membership, you should be told if there are any size or use restrictions on your yard based on where it is in the co-op.

MOVE OUT PROCEDURE

When you decide to move out of Village Square, you must come to the office to complete a move out package. This package consists of a 60-day Withdrawal Notice, Expected Condition of Unit List, an Own Buyer/Waiting List form, and an explanation of the move out procedures. Your membership certificate (with your endorsement on the back), Village Square member

handbook and the signed 60-day withdrawal notice are then returned to the office. At that time, we will schedule a pre-move out inspection. This inspection will inform you of any visible damages you will be responsible for repairing before you move out. Any repairs on the list that are not completed when you move out will be performed by Village Square and charged back to you. At the time of the pre-move out inspection, the Improvement Agreement will be filled out by Village Square personnel. The improvements are paid to you by the prospective member at a cost agreed upon by you both.

You have the option of using the Village Square waiting list or finding your own buyer. All prospective members should contact the office and complete an application and meet the Village Square approval criteria. Prospective members must also pass an interview done by the interview committee and attend orientation.

The day you turn in your keys to the office, Village Square will conduct a final move out inspection. You may be present, but you don't have to be. **Disposal of any items at the time of the move out will be charged to you.**

The incoming member is scheduled for move in as soon as maintenance releases the unit. You will be responsible for the unit until that time. The equity is paid to Village Square by the incoming member. Any damages, repairs, the \$100.00 resale fee, and monies due to Village Square by you, are deducted from your equity. The refund will be mailed to your forwarding address within thirty (30) of receipt of your final DTE invoice and proof of payment. Equity is the value of your membership and is not a security deposit.

Transfer

If you wish to transfer to a smaller or larger townhouse, you must fill out a transfer request, which then must be approved by the Board of Directors. When approved, you will be placed at the top of the waiting list. As soon as a unit is available, you will have the first option to purchase the membership. There is a transfer fee of \$50.00.

*A move in inspection will be conducted by maintenance with the new member. An inspection form will be signed by both, with a copy going to the new member and the other copy into his or her unit file.

PARKING LOTS

There should be no playing in the parking lots because of the danger to both children and cars. In the winter, please be conscience when the plows come through your lot to promptly move your vehicle. Your cooperation is greatly appreciated.

PATIOS

Patios are only allowed in the back yard of your unit. You may use commercially sold patio blocks, bricks, or brick pavers. The patio area can be up to twenty (20) feet out from your unit and the width of your unit across. If you choose to put in a poured cement patio, please go to the office for details. An Alteration Permit is required for the installation of a patio.

PERMITS

You must complete an Alteration Permit application form before making any electrical or

structural changes or improvements within your townhouse. All electrical changes must also have a permit from the city before the work is done. After the work has been completed, management ***will inspect*** your work. Please contact the office when your work is completed to schedule your final inspection. You may not be reimbursed by the incoming member unless this permit is on file with the date of application and Village Square has approved it at the time the work was completed. Upon moving out, you may be charged for removal or correction of any unauthorized improvements. Keep copies of all permits. (See **ALTERATIONS**)

PETS

Domestic pets are allowed in Village Square. While there are no size restrictions, it should be noted that it takes a special commitment to have a large pet in such confined quarters as we have here in Village Square.

All pet rules apply equally to domesticated pets. Pets are not allowed to wander the grounds. Pet rules apply to visitors as well as members.

1. All domesticated pets must be registered at our office when they are obtained and yearly thereafter.
2. Dogs and cats are allowed outside of the unit on a leash held by a responsible owner only.
3. Pets cannot be chained outside of the unit unattended.
4. Feces must be cleaned up immediately, whether in your yard or walking your pet. Lawn areas are to be maintained.
5. Excessive noise by pets is prohibited.
6. Pets are not allowed inside the perimeter of any playground area.
7. Vicious dogs are not allowed.
8. Animals may not be kept or bred for commercial purposes.
9. Sanitary conditions must be maintained inside and outside at all times. Do not have more pets than you can handle.
10. Animals are never to be fed outside of your unit.
11. There is a maximum of two (2) domesticated pets per household.

Remember, the animals can't read the rules; It is the member's responsibility to learn them and abide by them.

PLAY AREAS

Village Square provides seven (7) playground areas for members' children and guests. These are located in the back areas, on both sides of the streets.

Children should be encouraged to play in these areas and not in landscaped spaces. Any damage in these areas or any property damage by your children or guests is your responsibility including any necessary clean up.

Children are not to play in parking lots because of danger to them and to vehicles. Play equipment of a personal nature such as slides and climbers must be confined to your 16x20 yard area (when not in use).

Individual swing sets are not allowed.

PROPERTY DAMAGE

Damage to the property due to neglect or abuse by the member is required to be repaired by the member within thirty (30) days or it will be repaired by the cooperative at the member's expense.

REFRIGERATOR

Your refrigerator is supplied by Village Square. Please follow these commonsense guidelines:

1. Keep the inside of your refrigerator clean,
2. Clean regularly behind and underneath the refrigerator so that it can "breathe", and the needed air can circulate freely,
3. Clean the rubber seals on both the freezer and refrigerator regularly. These seals become damaged if not kept clean.

REPAIRS/REPLACEMENT

When items in your unit need repair or replacement, and you require maintenance to do the work, you will be charged for parts and/or labor if they deem that the item broke because of neglect.

Some Items for Which You Can be Charged

1. Broken pull chain on a basement light,
2. Broken basement window,
3. Screens,
4. Laundry tub,
5. Interior doors,
6. Toilet seat,
7. Medicine cabinet,
8. Bathroom fixtures (towel bar, mirror, etc.),
9. Storm door handle,
10. Storm door pump,
11. Storm door kick plate panel,
12. Storm door glass,
13. All light shades,
14. Broken sill cocks,
15. Furnace switch off,
16. Drywall repair,
17. Plugged toilets (charge is by time, labor, and whether it is plunged, snaked, or the toilet is pulled),
18. Replace toilet,
19. Refrigerator seal,
20. Crisper shelves,
21. Stove knobs,
22. Oven temperature knobs,
23. Lock outs (after hours),
24. Entry lock change

NOTE: MEMBERS WILL BE CHARGED FOR THE REPLACEMENT OR REPAIR OF ANY DAMAGE TO THE APPLIANCE THAT IS THE RESULT OF NEGLIGENCE OR ABUSE.

SCREENS

Screens must be kept in good repair and members will be charged for any repairs.

SEASONAL ITEMS

Seasonal items are to be put away within thirty (30) days of the end of the season or holiday. This includes decorations, shovels, hoses, patio chairs, pools, etc.

SHEDS

Rubbermaid ® type sheds are only allowed within fenced areas of units without a basement, and they can't be seen over the top of the fence.

SIDEWALKS

Members are asked to shovel the approaches to their porch when it snows.

No flowerpots, bicycles, or anything else is to be placed on the sidewalk where it may impede access to any unit.

SIGNS (see also WINDOWS)

Election signs, announcements, etc. must be removed within 48 hours after the event.

SMOKE DETECTORS

In the name of fire safety for all Members, Village Square Cooperative will take action against any Member/Household who is determined by Management or the Board of Directors to have dismantled, removed, or made inoperable any of the unit's smoke detectors as follows:

1. First Infraction: A warning letter to the Member specifying the nature of the violation and the possibility of future fines,
2. Second Infraction: \$25.00 assessment per each smoke detector that is disabled,
3. Third Infraction: \$50.00 assessment per each smoke detector that is disabled and referral to the Cooperative Board of Directors.

SNOW REMOVAL

Maintenance Department Procedure

Maintenance closely monitors the weather forecasts during the winter and when snow is expected, all personnel are placed on snow alert. In the event of snow accumulations of two inches (2") or greater, a snow emergency is considered to exist and snow removal operations begin. During non-business hours, the staff will report to the property as soon as possible to begin clearing snow and ice.

Please Remember: The staff must travel through what are often treacherous conditions to get to the property. So please, be patient.

Snow removal takes priority over all non-emergency maintenance service requests.

Snow removal operations are performed in the following order of descending priority.
(These may be performed concurrently, depending on the severity of the weather conditions).

1. Main streets and parking lot thoroughfares,
2. All main sidewalks,
3. Individual parking spaces (only when the first two (2) items are completed.)

* Please be aware and promptly move your vehicle when you see the plows coming.

All streets, parking lots and main sidewalks are salted as necessary. Extra attention is given to keeping street curves free of ice, so salt spreading may occur in these areas even when the same is not required in other areas of the property.

It is our goal to have the main streets and parking lot thoroughfares cleared, so that cars may pass by 7:00 a.m. during the weekdays. Please be advised that sidewalks and individual parking spaces may still be snow or ice covered during the early morning hours, especially during times of heavy snowfall.

Also, slippery conditions may exist when snow has been removed from walkways, but underlying ice has not yet been salted. Please be aware of the hazards which may exist, and exercise extreme caution as you walk through these areas before they are cleared and/or deiced.

What Do Members Need to Do?

Snow removal is a team effort between maintenance personnel and members. Members can contribute to help by doing the following:

1. **BE AWARE OF YOUR SURROUNDINGS.** Always assume that all streets, parking lots, and sidewalks are slippery, and take appropriate precautions when walking or driving over these areas.
2. Please keep your porch, approach sidewalk, and assigned parking space clear of snow or ice. Ice melter is available free of charge. It can be found in a large container on the front porch of the Community Building. You will need to bring your own container for this.
3. Help your neighbors clear their areas.
4. Be patient. The staff will clear snow and ice in your area as soon as they can. Remember that snow and ice removal takes priority over all non-emergency work requests. Work orders will be addressed as soon as possible once snow removal operations are complete.
5. Stay clear of all snow equipment. **PLEASE WATCH OUT FOR CHILDREN AND KEEP THEM AWAY FROM THE EQUIPMENT.** The truck or tractor operators may not be able to see or hear you, so wait until they acknowledge your presence and wave you past.

PLEASE DO NOT TRY TO GO AROUND THE PLOWING EQUIPMENT UNTIL THE OPERATOR WAVES YOU PAST.

6. Please do not park your vehicle(s) over the sidewalks as it impedes the passage of snow removal equipment. This is especially important if your space is located near a sidewalk handrail.
7. Do not place your trash for pick-up on the sidewalk. Instead, place it on the lawn area. The walks need to remain clear of debris so the machines can pass freely.
8. Please cooperate by moving your vehicle when you see others doing so (or if asked by maintenance personnel). If you expect that you will not be home, please leave keys to your car with a neighbor or park your car in a "V" parking space.
9. When the plows are working to clear your court, please do not park your vehicle **anywhere** in the lot until all plowing is completed.
10. DO NOT DOUBLE PARK YOUR VEHICLE.
11. Do not attempt to stop snow removal vehicles to ask questions or make requests. If you need information, please contact the office.
12. If you wish to clean your assigned parking spot, please do so before the plow truck has cleared the aisle way behind your vehicle. Push the snow into the isle so that the truck can clear it away when it passes.

STORAGE

Cluttered storage or garbage is not allowed inside or outside of a privacy fence. Rubbermaid® type storage sheds are only allowed within the fenced area of units without basements, and they may not be seen from outside the fence.

STREETLIGHTS

No signs or unauthorized decorations can be attached to the street light poles.

TAXES

You may deduct, for Federal Income Tax purposes, the portion of your carrying charge payments that was used for real estate taxes and mortgage interest. In January of each year, we send you the information with the percentages you are allowed. The long form with itemized deductions must be used. The amount you save in taxes will depend on your income, your other deductions, your family status, and the amount of carrying charges paid during the year.

TENTS

No outdoor camping is allowed on Village Square property. You may set up your tent to clean it and air it out, but it may not be for more than eight (8) hours and never over night.

TRASH

1. Household trash, including boxes, must be tied in plastic store bought trash bags only. No trash cans are to set out for garbage pickup. Exceptions to this are large bulky items.
2. Newspapers/Magazines are considered trash and must be put in trash bags.
3. All trash is to be put out on the sidewalk (except when winter rules apply) closest to the main road.
4. Monday and Thursday mornings are the regularly scheduled days for pickup.
5. When an alternate trash pickup day results from a holiday, the alternate schedule will be provided in the monthly newsletter.
6. The earliest trash may be put out is 9:00p.m. the night before collection, the latest is 8:00a.m. the morning of collection.
7. If trash is put out at the wrong date, time, or location and maintenance becomes involved by having to remove it, trash violations will apply. Any clean-up duties are the members' responsibility.
8. Tree branches and any other yard type waste must be in paper lawn bags and set out with regular trash pick-up.
9. If you have large tree branches, please contact the maintenance phone number for assistance.
10. You are responsible for potentially dangerous items, such as old fences with nails left in them. The nails must be pulled or hammered flat before disposing.
11. Bundle items such as fencing pieces in four-foot lengths that are easy to handle.
12. A fine will be given to any member whose trash is found to contain bio-hazardous materials, broken glass, nails, or open knives which have been disposed of in an improper and/or unsafe manner. There will be a fine of \$100 for the first offense, a \$100 fine and required meeting with the Board of Directors for the second offense and a 30-day termination of membership for the third offense.
13. All trash violations will result in a \$50 fine, with the exception of improper disposal of bio-hazardous materials as outlined in item 12 above.

**MEMBERS ARE ALLOWED AT ANY TIME TO PUT THEIR TRASH IN THE COMPACTOR.
THE TRAILER IS AVAILABLE FOR BULKY ITEMS OR IF THE COMPACTOR IS FULL.**

TREES

You may plant a tree in your yard. Small flowering trees must be eight (8) feet from the building. Larger trees must be at least 18 feet from the building. Be aware of the tree's size at maturity as you will be responsible for removing it if it outgrows its space. You may only trim or remove trees within your 16x20 backyard. All tree removals require approval unless you have planted it. A permit is also required to plant a tree.

Poplars or Chinese elms may not be planted anywhere on the property. Due to their size at maturity, silver maples, white pine, and spruce trees may only be planted in large common areas away from building.

VOTING

The annual Board of Directors election is held each year the third Thursday of June.

Voting for local, state, and federal elections is held at Flickinger Elementary School, located on Vanker Street, Utica, MI 48317.

The City of Utica is governed by a mayor who serves a two-year term and six council members who serve staggered four-year terms. The council meetings are held at 7:30 p.m. on the second Tuesday of each month in the city hall meeting room located at 7550 Auburn Rd. Utica, MI 48317.

You are in Precinct 3. Before voting, you must register at the clerk's office at city hall. For additional information on elections and voting call 586-739-1600.

WATER HEATER

Each townhouse is equipped with a 30- or 40-gallon gas water heater. The manufacturer recommends that you drain a bucketful of water from the tank at least once a year to eliminate rust and sediment build-up. The drain valve is located near the bottom of the tank. Contact the maintenance department for service.

Pilot Lighting Instructions

1. Turn the gas cock dial to the "OFF" position.
2. Wait a sufficient length of time to allow gas which may have accumulated in the burner compartment to escape (at least five [5] minutes).
3. Turn the gas cock dial to the "PILOT" position.
4. Depress and hold the reset button while lighting the pilot burner. Allow it to burn for approximately one-half minute before releasing it. If the pilot does not remain lit, repeat the operation, allowing a longer period before releasing the reset button.
5. Turn the gas cock dial to the "ON" position and turn the temperature dial to the desired position.

WATERING (Outdoor Usage)

You may water the lawn by your unit and in the common area as well.

Water early in the day, as watering at night is detrimental to the lawn.

All water should be turned off before nightfall.

Children should be encouraged and taught to water lawns and garden plants. This should be done with a nozzled hand-held hose under parental supervision.

Water is to be shared with your neighbor if you have a faucet and they do not. You may not refuse your neighbor access to water.

Hoses must be on a hose reel or coiled at the base of the faucet when not in use.

Car washing is permitted with a nozzle only.

Swimming pools are to be drained and put away daily. They are also to be moved daily so that grass is not killed. No filtered pools are allowed.

There should be no unsupervised use of water by children.

WASHERS AND DRYERS

You do not need a permit to install a washer or dryer in the basement or utility room of your townhouse. However, if you need a 220-volt line, or if you vent your dryer through the wall, you must have your Alteration Permit application form approved by management before work begins.

WINDOWS (see also SIGNS)

The material in your window is PVC. This substance virtually eliminates conduction of cold or heat. It won't rot or peel, and it doesn't swell. Finally, it is unaffected by salt, air, or pollutants. ***THEY NEVER NEED PAINTING.*** To clean them, simply use soap and water. Other cleaners include turpentine or denatured alcohol. For stubborn stains, don't hesitate to use a common household cleaner.

Double Hung Operation: (How to Tilt)

Lift the bottom sash approximately three inches (3") from the sill. With fingertips, slide latches on both sides of the sash, and tilt it inward. When washing, rest the center of the sash on your knee or on the sill. ***DON'T LAY THE CORNER OF THE SASH ON ANYTHING WHILE LEAVING THE OTHER CORNER UNSUPPORTED.***

Top Sash:

The top sash should be pulled all the way down to the sash stops. Slide the top sash spring latches toward the center and tilt in. After the top sash is cleaned, tilt it back into place. Make sure the latches have sprung back into position by pushing latches with your fingertips toward the outer edges of the sash. Then, push the top sash all the way up. Tilt the lower sash back into place and once again check with your fingertips to be sure latches are engaged. Push the bottom sash down and lock the window.

IMPORTANT: WHEN TILTING IN THE SASH FOR CLEANING, IT IS IMPORTANT THAT YOU KEEP IT PARALLEL TO THE WINDOW SILL TO AVOID BALANCE DISENGAGEMENT.

WINDOW BOXES

Get an Alteration Permit from the office before putting up a window box. Window boxes are to be white in color and they must be kept in good repair. They are to be filled with living plants during the growing season. If they are not used for this purpose, they are to be removed. No window boxes can be attached to the cultured stone or siding. They look best if they are the width of the window.

WINDOW WELLS

It is the Member's responsibility to maintain and clean out the window well area.

WINTER RULES

- * Winter rules are in effect from November 1st through March 31st.
- * Doors and windows should not be left open more than 15 minutes per day, unless the outside temperature exceeds 60 degrees from November 1st through March 31st.
- * All the glass storm doors should be in place. All front storm door screens are to be removed during the winter months if not self storing.
- * All window air conditioners must be removed during the winter months.
- * Cars should be kept from obstructing sidewalks for snow removal.
- * Do not place trash on the sidewalks during the winter months - \$50 trash violation fine will be assessed.
- * Front hoses must be drained, removed, and stored inside, with faucet turned off by October 31st.

WORK ORDER REQUEST

To place a work order request, call the office at 586-739-7570 and leave your name, address, phone number where you can be reached, and a description of the repair needed. PLEASE DO NOT STOP AN EMPLOYEE ON THE GROUNDS AND ASK TO HAVE WORK DONE.

A work order request specifying the needed repairs will be generated. Members requesting work to be done need to grant permission for maintenance to enter and perform the work requested. When necessary, appointments will be set Tuesday's and Thursday's from 9:00 am – 11:00 am and from 1:00 pm – 4:00 pm.

If you are not at home (during your appointment time) when maintenance arrives to perform a *scheduled* repair, your request will be held in abeyance until you call again, unless you have granted access for maintenance to enter and perform the work requested. The member may be held responsible for payment of service contractor(s) fee(s) if no one is home when the contractor arrives to perform *scheduled* repairs.

Services performed by the maintenance professionals are not "free" since they are paid for in your monthly carrying charges. If you make minor repairs and adjustments yourself and help keep the grounds clean, your cooperative costs will be kept to a minimum. Work order requests are usually completed within three (3) business days of the member request.

**Village Square Cooperative
Assistance Animal Policy**

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Members will be required to register their animal and provide a current “Animal Health Record” annually, or at each Annual certification. Animal owners must have a record of inoculation in accordance with state and local laws. As appropriate, animals must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the animal does not have proper vaccinations, the Member will have ten (10) business days to remedy the situation or remove the animal.

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INTRODUCTION

The owner/agent has established Assistance Animal Rules to ensure the community is maintained in a decent, safe, and sanitary manner and that all Members are allowed to live in peace and quiet comfort. The Assistance Animal Rules are considered an attachment to the Occupancy Agreement and apply to families who have been granted a reasonable accommodation request to house an assistance animal.

All assistance animals and/or emotional support animals must be approved and registered before the animal is allowed to live in the unit.

DEFINITIONS

Reasonable Accommodation: A reasonable accommodation is a change, exception, or adjustment to a program, service, building, or dwelling unit that will allow a qualified person with a disability to:

- 1) Participate fully in a program,
- 2) Take advantage of a service,
- 3) Live in a dwelling

To show that the requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, the owner must provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. A fundamental alteration is a modification that is so significant that it alters the essential nature of the provider's operations.

Disability: "Disability" is defined as a physical or mental condition or impairment that is medically cognizable, diagnosable, and substantially limits one or more of a person's major life activities. HUD's definition specifically is as follows: For reasonable accommodation and modification purposes, HUD defines a person as disabled if he or she has at least **one** of the following:

- A physical or mental condition that "*substantially limits*" one or more "*major life activities*"; or
- A record of such a condition; or,
- Is regarded as having such a condition.

Pet: A pet is an animal kept for ordinary enjoyment and companionship. A pet is not considered an assistance animal (service animal or a therapy/emotional support animal).

Service Animal: ADA regulations define "service animal" narrowly as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The revised regulations specify that "the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. Thus, trained

dogs are the only species of animal that may qualify as service animals under the ADA (there is a separate provision regarding trained miniature horses), and emotional support animals are expressly precluded from qualifying as service animals under the ADA.

In the context of housing, a broader term is used. The broader term used in housing is “assistance animal.” An assistance animal is “an animal that works, provides assistance, or performs tasks for the benefit of the person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability.”

This means that, in addition to service animals, emotional support animals and animals that provide some type of disability-related assistance are permitted as a reasonable accommodation in housing. Also, assistance animals can be any type of animal, not just a dog or miniature horse.

Companion Animal: A companion animal (also known as a therapy animal or emotional support animal) is an animal selected to play an integral part of a person’s treatment process. A companion animal may be incorporated into a treatment process to assist in alleviating the symptoms of that individual’s disability. Unlike a service animal, a companion animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. This treatment usually occurs within the person’s residence and therefore may be considered for access to housing.

Assistance Animal: In the context of housing, a broader term is used. The broader term used in housing is “assistance animal.” An assistance animal is “an animal that works, provides assistance, or performs tasks for the benefit of the person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability.” This means that, in addition to service animals, emotional support animals and animals that provide some type of disability-related assistance are permitted as a reasonable accommodation in housing. Also, assistance animals can be any type of animal, not just a dog or miniature horse.

For this document, both service animals and companion animals will be referred to as *assistance animals*.

ASSISTANCE ANIMALS

By the Fair Housing Amendment Act of 1988 (FHAA), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), the owner/agent seeks to accommodate persons with disabilities who require the assistance of an assistance animal.

Under the Fair Housing Amendment Act, Section 504, and comparable state laws, assistance animals may be allowed to accompany individuals in housing as a reasonable accommodation if, and only if, the person requesting the accommodation has a disability or someone is making the request for a person with a disability.

The owner/agent is committed to reasonably accommodate persons with disabilities who require the assistance or presence of an animal. However, the owner/agent is also mindful of the health and safety concerns of all Members.

Thus, the owner/agent must balance the needs of the individual with the disability with the potential impact of animals on other Members. The successful implementation of the policy requires the cooperation of all Members and staff.

VERIFICATION OF THE NEED FOR AN ASSISTANCE ANIMAL

Processing a request for an assistance animal is done by the owner/agent's reasonable accommodation and modification policy and with requirements set forth by HUD and the Department of Justice.

A person requesting an assistance animal must provide the owner/agent with a request for a reasonable accommodation if the Member would like the owner/agent to waive any pet rules or restrictions (e.g., pet deposit, size restriction, etc.). It is preferred that the request is made in writing, but the owner/agent will accept the request in any equally effective format.

If a Member wishes to register an assistance animal, the owner/agent must verify the disability and/or need in compliance with guidance provided by HUD and the Department of Justice. If the disability is not obvious or previously known, the owner/agent will verify, with a licensed medical professional, that there is 1) the presence of a disability and 2) the need for an assistance animal. When the disability must be verified, the owner/agent will request the following:

- 1) The provider's professional opinion that the condition qualifies as a disability under federal law.
- 2) The provider's opinion that the assistance animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the person's condition and/or to help the person use and enjoy the property and its services.
- 3) The provider's professional opinion that the assistance animal is necessary to use and enjoy the property and services.
- 4) The provider's description of what service(s) the animal will provide to establish a nexus (if the nexus is not obvious or previously known).

The owner/agent will process the request as quickly as possible and will respond, in writing, within ten (10) business days after receiving all documentation from the Member and/or the verifier. The owner/agent will respond in an equally effective manner if necessary.

If the request for the assistance animal is denied, the Member has the right to request an appeal meeting. The request must be made within ten (10) business days of the date of the notification of denial. If requested by the applicant/Member or the applicant/Member's representative, the meeting will be conducted by a person who was not involved in the original decision to deny.

Verification supporting the need for the assistance animal will be required on an annual basis. Members must provide the contact information of the physician and sign the release of information. Under no circumstances will the office allow the verification form to be taken to the physician directly or accept hand-delivered verification forms from the member. The verifying physician may provide a written letter, but it must be accompanied by the completed questionnaire with the verifier's signature and contact information.

REGISTRATION

All applicants/Members must register their assistance animals with the owner/agent **before** allowing the animal to live in the unit. The applicant/Member must update the registration at least annually or during the annual certification process. The registration will include:

- 1) A certificate signed by a licensed veterinarian, or a state or local authority empowered to inoculate animals (or designated agent of such authority) stating that the animal has received all inoculations required by applicable state and local law,
- 2) Information sufficient to identify the assistance animal,
- 3) The name, address, and phone number of one or more responsible parties who will care for the assistance animal if the Member is hospitalized, dies, is incapacitated, is incarcerated, or is otherwise unable to care for the animal.

The owner/agent may refuse to register an assistance animal if:

- The animal owner fails to provide complete registration information,
- The owner/agent has documented information that indicates, based on the Member's habits and practices, that the Member will be unable to keep the animal in compliance with the rules or/and other lease obligations,
- The animal poses a threat to the health or safety of other Members, guests, vendors, service providers, or property staff,
- The animal would interfere with other Members' peaceful enjoyment of the property,
- The presence of the animal would change the nature of the program or cause an undue financial and administrative burden,
- The Member has a history of animal neglect or abuse.

The owner/agent will notify the Member if the owner/agent intends to refuse to register an assistance animal. The notice shall state the basis for the action and shall be served on the Member/applicant.

ANIMAL RESTRAINTS/BEHAVIOR

The Member is required to maintain control of the animal at all times.

Animals must be caged or on a leash, if appropriate for the animal unless the animal is within the confines of the Member's unit. This rule will not apply if such restraint would hinder the animals' ability to perform required services.

Animals must not be allowed to jump on, impede or otherwise limit any property staff, vendor, Member, or guest's use of the property including public and common areas.

Unattended animals will not be allowed outside the apartment at any time. All animals must be under the control of a responsible individual while in the public and common areas of the property.

Animals are not permitted to be "penned" or "caged" on porches or patios during the night or while the Member is away from the apartment. No screening, fencing, etc., may be added to any

patio area or the property grounds. Animals may not be leashed or tied to any interior or exterior building fixture at any time.

Animals must not be allowed to make noise that would disturb other Members.

No animal that bites, attacks, or demonstrates other aggressive behavior towards humans or other animals may be kept on the premises.

SANITARY STANDARDS

Assistance animal owners must pick up pet feces immediately and properly dispose of all removable animal waste. Animals are not permitted to urinate/defecate in a neighbor's yard or flower bed. Owners must physically take their animal outside for relief. Animals are not permitted to be let out unattended to eliminate. Any instances where urine and/or feces are deposited in garden beds or neighboring yards will be considered damage to the property and fines will be imposed. Failure to comply is considered a minor lease violation. Three or more instances of minor lease violations may result in additional penalties up to and including termination of tenancy (eviction).

In the case of cats and other assistance animals using litter boxes or kept in cages, the owner/agents require pet and assistance animal owners to change the litter and/or clean cages at least three times per week. Products that are commonly used to houstrain assistance animals must be disposed of daily.

The Member household will be charged a labor fee for the labor for waste removal per occurrence.

DEPOSITS

Members who qualify for an assistance animal **will not** be required to pay a pet deposit for that animal since it is not considered a "pet".

DAMAGES

Owners of assistance animals are solely responsible for any damage to persons or property caused by their animals. Costs to repair damage may be assessed at any time and are due within thirty (30) days of invoice/charge.

Responsibilities of Persons with Assistance Animals

Care and supervision of the assistance animal is the responsibility of the animal owner.

Health, Veterinary Care, and Inoculations

For dogs, cats, and other animals as appropriate, applicants and/or Members will be required to provide a current "Animal Health Record" provided by a licensed veterinarian.

Members will be required to provide a current "Animal Health Record" annually or at each annual certification. Animal owners must have a record of inoculation in accordance with state and local laws.

As appropriate, animals must have current vaccination against rabies and wear a rabies vaccination tag. If it is discovered that the animal does not have proper vaccinations, the Member will have ten (10) business days to remedy the situation or remove the animal.

Neglect or Poor Health

Animals that are ill or in poor health must not be taken into common or public areas. An owner with an ill animal may be required to remove the animal from the property. If an animal appears to be neglected, animal control may be contacted to determine the need for removal.

Spay or Neuter

Members will be required to spay or neuter animals and provide documentation of the procedure at the time of registration. If it is discovered that the animal has not been spayed or neutered, the Member will have ten (10) business days to remedy the situation or remove the animal.

Licensing

Dogs/cats must always wear license tags and comply with state, local, and federal licensing requirements.

Gaming and/or Abuse

Animals involved in gaming (cockfighting, dogfights, etc.) are victims of abuse, and local animal control agencies and law enforcement (as appropriate) will be contacted to investigate any suspected instances of gaming and/or other abuse.

Other Conditions

The owner/agent may place other reasonable conditions or restrictions on the animals depending on the nature and characteristics of the animal.

REMOVAL OF ANIMALS

The owner/agent may exclude or remove any animal from the premises, including an assistance animal, if:

- The animal is out of control and the animal's handler does not take effective action to control it,
- The animal is not housebroken; or,
- The animal's behavior poses a direct threat to the health and safety of others.

If an assistance animal is excluded or removed for being a direct threat to others, the Member has the option of continuing access to common or public areas without the assistance animal.

A Member may be required to remove their animal from the property if the Member fails to comply with this policy.

If the Member fails to remove the animal in accordance with the notice from the owner/agent, the owner/agent reserves the right to contact a local animal control organization to have them remove the animal. The owner/agent is not responsible for the care or return of the animal.

Reasons to remove an assistance animal include, but are not limited to:

Abandonment

Animals may not be left unattended in an apartment for more than a twenty-four (24) hour period. The animal owner must arrange for the animal to be taken out of the unit for exercise. The animal owner must arrange for someone to care for the animal and ensure that the animal does not defecate or urinate in the apartment, on balconies, or in public or common areas. Dogs and cats will be required to be boarded, off the premises, when the owner(s) is/are absent for a period longer than twenty-four (24) hours.

When an owner is absent, animals may be attended to in the animal owner's apartment by other individuals only when prior written approval has been provided. The owner/agent **will not** accept responsibility for providing access to the apartment for this purpose.

Animals found unattended beyond the twenty-four (24) hour period will be removed from the premises and remanded to the documented alternative guardian listed in the animal's registration.

If the alternative guardian cannot assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The owner/agent is not responsible for the care or return of the animal.

Uncleanliness

If an animal is caged or crated, that cage or crate must be kept in a decent, safe, and sanitary manner and must be of the appropriate size for the animal. Animal owners who fail to properly clean up and dispose of the animal's waste may be required to remove the animal from the property. If the presence of the animal or actions of the animal owner causes unsanitary conditions in the unit or any public or common area, the animal may be removed.

Unsupervised Animals

Animals that are allowed outside an apartment without proper supervision or restraints, as outlined in the policy, will be removed and will not be allowed to return.

Aggressive Behavior or Jumping

If an animal jumps on people, the Member agrees to take proper steps to restrain the animal. Multiple reports of such incidences will result in a requirement to restrict access or remove the animal from the property. Removal will be considered if the animal jumps on other Members, property staff, guests, vendors, and service providers. Aggressive animals or animals with a bite history will be removed from the property.

Disruptive Behavior

The Member agrees to immediately remove the animal if its behavior is unruly or disruptive (e.g., barking, growling, running around, or displaying aggressive behavior). The animal may not prevent other Members from living in the community in peace and quiet comfort.

Death, Incarceration, Hospitalization, or Abandonment of the Unit by a Sole Household Member

If the owner/agent discovers that the sole household member has died, been incarcerated, has been hospitalized, or has abandoned the unit, the animal will be removed from the premises to the documented alternative guardian listed in the animal's registration. If the alternative guardian

cannot assume immediate responsibility for the animal, the animal will be placed in the care of a local animal control organization. The owner/agent is not responsible for the care or return of the animal.

Notice of Animal Removal

A property owner will issue a notice for the removal of the animal if:

- The animal owner and property owner are unable to resolve the assistance animal rule violation at the meeting; or
- It is determined that the animal owner has failed to correct the assistance animal rule violation.

Initiation of procedures to terminate an animal owner's tenancy.

The owner will not initiate procedures to terminate an animal owner's tenancy based on an assistance animal rule violation, unless:

- The animal owner has failed to remove the animal or correct an assistance animal rule violation within the applicable time period; and
- The assistance animal rule violation is sufficient to begin procedures to terminate the animal owner's tenancy under the terms of the lease and applicable regulations.

The property owner may initiate procedures at any time in accordance with the provision of applicable state or local laws.

AREAS OFF LIMITS TO ALL ANIMALS

The owner/agent may prohibit animals in certain locations due to health and safety restrictions (e.g., where the animals may be in danger, or where their use may interfere with management).

Restricted areas may include, but are not limited to, the following areas: food preparation areas, custodial closets, boiler rooms, facility equipment rooms, areas where protective clothing is necessary, wood, and metal shops, motor pools, and rooms with heavy machinery.

Exceptions to this rule may be granted on a case-by-case basis by contacting the owner/agent.

REQUIREMENTS FOR STAFF, MEMBERS, AND OTHER MEMBERS OF THE COMMUNITY CONCERNING ASSISTANCE ANIMALS

Members of the community are required to abide by the following practices:

- 1) Do not touch or pet an assistance animal unless invited to do so,
- 2) Do not feed an assistance animal,
- 3) Do not deliberately startle an assistance animal,
- 4) Do not separate or attempt to separate an owner from his or her assistance animal,
- 5) Do not inquire for details about a person's disabilities. The nature of a person's disability is a private matter.

CONFLICTING DISABILITIES

Members with a medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact the owner/agent if they have a health or safety-related concern about exposure to an animal. The individual will be asked to provide medical verification. The owner/agent will resolve any conflict promptly, considering the conflicting needs and/or accommodations of all persons involved.

MEDICAL EXPENSE DEDUCTION

Assistance animals are not considered “pets” and can be treated as an auxiliary aid to offset one or more symptoms or side effects of a disability. The expenses incurred for the upkeep of the animal are considered a medical expense for those families who qualify for such a deduction.

If the family is qualified as a disabled family or an elderly family (using HUD’s definition provided in HH 4350.3 R1), Members may provide documents necessary to verify the expenses for upkeep. Such expenses include but are not limited to:

- Grooming
- Food
- Veterinary Care

Toys, treats, clothes, etc. are considered optional items and are not included as a medical expense. In accordance with HUD requirements, the owner/agent will make the final determination regarding reasonable expenses.

PROCEDURES WHEN ASSISTANCE ANIMAL RULES ARE VIOLATED

If an assistance animal owner has violated an assistance animal rule, the property owner may serve a written notice of an assistance animal rule violation to the assistance animal owner. The notice will contain:

- A description of the assistance animal rule(s) alleged to be violated,
- A brief factual statement of how the assistance animal violation was determined.

The assistance animal owner will have ten (10) days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it.

If an assistance animal owner makes a timely request for a meeting to discuss an alleged assistance animal rule violation, the owner/agent will establish a mutually agreeable time and place for the meeting. The meeting will take place no more than fifteen (15) days from the effective date of the notice unless the owner/agent agrees to a later date.

If the assistance animal owner schedules a meeting, the assistance animal owner is entitled to be accompanied by another person of his/her choice at the meeting. As a result of the meeting, the property owner may give the assistance animal owner additional time to correct the violation.

An assistance animal owner’s failure to correct the violation, request a meeting, or appear at a requested meeting may result in the initiation of procedures to terminate an assistance animal owner’s tenancy.

**Village Square Cooperative
Board Meeting Policy**

**RULES OF CONDUCT AND DECORUM
AT MEETINGS OF THE
VILLAGE SQUARE BOARD OF DIRECTORS**

General Rules and Procedures for Meetings

- These Rules of Conduct and Decorum at Meetings of the Village Square Board of Directors (the “Board”) shall be effective immediately upon adoption by the Board and shall remain in full force and effect until amended or repealed by the Board of Directors.
- All meetings of the Board will be called and conducted in accordance with Robert’s Rules of Parliamentary Procedure when not in conflict with the Village Square Bylaws and Articles of Incorporation.
- The business of the Board at all meetings is conducted by and between the members of the Board and by members of the Cooperative’s invited staff, consultants, experts, and hired professionals. While Village Square Cooperative Members are invited to attend all meetings of the Board (except Executive Sessions), the Member’s participation is limited to that of observers unless a Member is allowed to address the Board on a particular issue if a Member requests in advance of the meeting and in writing, and is granted the right, to speak by the President or presiding officer of the Board.
 1. Cooperative Members who wish to speak may address the Board of Directors during the Member Comment period.
 2. Sign-in Sheets; Order of Speakers. Each Member who wishes to speak at a Board meeting shall first sign in by completing the form provided by the Management Office, in a readable manner, and shall identify which item or items on which the Member desires to speak. The President, or presiding Chair, of the Board shall determine the order of speakers and whether speakers are to be heard during the designated time for Member Comments at the beginning of the Board meeting or during the Board’s consideration of an Agenda Item.
 3. Except as modified by action of the Board, a speaker shall be limited to a maximum of two (2) minutes to make his/her remarks. One speaker may not be given, or donated, time by another speaker. Time for each speaker shall be maintained by a member of the Board of Directors or by another person designated by the Board of Directors. Any written materials must be given to the Secretary, or the Board’s designee, for distribution.

Board Executive Sessions

The Board may meet in executive session if any of the following matters are to be discussed:

- Legal tactics or strategy

- Sensitive contract negotiations or punitive actions contemplated against outside contractors.
- Staff or management performance reports or employee-related matters when requested by the affected persons.
- Other deliberations of a sensitive nature that are neither prohibited nor mandated below.

The Board must meet in executive session if any of the following matters are to be discussed:

- Allegations of illegal activities or co-op policy violations or personal (private) behavior of any sort – if those are made about individual co-op residents or staff members, and any management or police reports or investigations about such allegations, as well as any legal or punitive actions requested or undertaken because of such allegations.
- Manager-performance (evaluation) reviews, or annual budget review of manager salary and merit-bonus amounts.
- Staff-performance reviews or annual budget reviews of staff salaries or merit-bonus amounts if there is any likelihood that knowledgeable co-op residents or staff might be able to identify the individual staff members being discussed.
- Formal staff grievance reviews held in accordance with the co-op personnel policy, and employment-related discussions requested by staff members.

Formal minutes are to be taken of each executive session; one copy circulated to each current Board member. Upon approval the official record will be signed by the President and Secretary. Once approved by a majority of the Board, that copy becomes the sole official record of the meeting and is to be filed in a secure place. An annual subject index to these executive session minutes shall be constructed by the manager (or the Board secretary, or both) and kept in a secure place in the Management office. Some indication of the subjects discussed at executive sessions shall be included in the published agenda and in the public meeting minutes, but the amount of detail made public shall be consistent with the protection of individual privacy rights. Executive Session minutes are confidential in nature and shall not be disclosed to any person who is not seated on the Board of Directors unless approved by the Board after consultation with the Cooperative Attorney. It is a serious violation of co-op policy for any person to divulge the contents of any executive session to another person not authorized by the Board.

Rules of Conduct and Decorum

It is the intention of the Board of Directors to provide open access to the Village Square membership to address the Board of Directors. However, Members are required to conduct themselves with proper respect and decorum in addressing the Board of Directors, in participation in public discussion before the Board of Directors, and in all conduct during a Board of Directors' meeting. Those Members and attendees, including Board members and invited guests, who do not conduct themselves in an orderly and appropriate manner will be ordered by the presiding officer of the Board of Directors to leave the meeting. In addition, failure to comply with any of the below rules may result in cancellation of a speaker's remaining time, if any, a verbal warning of the behavior in violation of the rules, and/or removal from the meeting of the Board of Directors. Repeated violations of these meeting protocols will be considered a material violation of the Occupancy Agreement requirements that all Members act

in compliance with the Cooperative's Charter, Bylaws and rules and regulations and may result in the Board revoking the offending Member's attendance at future Board meetings for an indefinite period of time. The following rules of decorum will be enforced:

1. Profanity, insults, threatening language; racial, ethnic, or gender slurs or epithets; and rude or threatening gestures will not be tolerated. Persons violating this rule will be asked to leave the meeting immediately.
2. Persons speaking will not be permitted to insult the honesty and/or integrity of the Board of Directors, or any member or members of the Board of Directors or any staff member, or any hired professional of Cooperative, individually or collectively.
3. All Members will wear appropriate attire.
4. All Members will, if speaking, refrain from yelling or otherwise raising their voices.
5. All Members will refrain from interrupting others who are designated to speak or from speaking outside of the designated time for them to speak.
6. All Members present will refrain from clapping, cheering, booing, or making any other noise either in favor of or in opposition to any other person's statement(s).
7. T-Shirts, signs, or other paraphernalia advocating for or against any position on any agenda item or which contain profane, insulting, or threatening language; racial, ethnic or gender slurs; or rude or threatening graphics or depictions are prohibited.
8. Cell phones shall be placed on silent or turned-off during all meetings.
9. Anyone who wishes to address the Board during Members Time must sign up prior to the start of the meeting. The topic must also be noted.
10. Anyone who speaks during Member's Time is allowed 2 minutes. The total agenda time allocated for Members Time is 10 minutes.
11. Other Members are not allowed to speak while another Member has the floor.
12. Members are to address the Board, not other members.
13. Once Members Time has been closed, it will not be reopened.
14. Members who wish to approach the Board to discuss specific items must request agenda time. Requests must be in writing to the attention of the Board President. All requests for agenda time must be submitted to the office by 5:00 PM of the Wednesday before the formal Board Meeting.

15. If you are disruptive, you will be asked to leave. If a disruptive Member refuses to leave after being asked to leave, the police will be called, and the Member will be removed, and the Member may not be permitted to attend future Board meetings.

Board Meeting Tape Recordings

A tape recording shall be made of the public portions of each Board meeting, to serve as a reference that may be used by the secretary in preparing the official Board minutes or by Board members who were absent from the meeting. Each tape recording shall be retained for one year. In no event shall such tape recordings be considered to constitute any sort of official record of a Board meeting.

Tape recordings shall not be made of any executive session or of remarks made in public session that violate another person's privacy rights or that should have been made only in an executive session. If during a public meeting the majority of the Board agrees that such remarks have just been made, the tape recording shall be stopped, backed up, and restarted in such a way that those remarks are erased at that point in the meeting by recording over them. But no such erasure of a Board tape recording shall be made once the meeting has ended.

The manager is responsible for the security of the tape recording at all times. No person other than the manager or Board members may have access to the tape recording of a particular meeting until the Board formally approves the written minutes for that meeting. No one other than a Board member may remove a recording from the office. No person other than a co-op resident or employee may have access to a recording and no person shall be permitted to re-record a meeting onto a privately owned tape. The manager must maintain a log concerning any person who has access to a recording, showing the date of access, the date of the recording, and the person's name.

Member Recordation of Board Meetings/Dissemination of Unofficial Board Meeting Minutes Prohibited

Members are reminded that Village Square is a private non-profit housing cooperative corporation and that open Board meetings are not required under Michigan law. Village Square maintains a policy of open Board meetings so that Members may have the benefit of watching the democratic governance of Village Square in an effort to maintain our history of transparency. Members are therefore not permitted to use any recording device, including the use of any cell phone or other electronic device which may record voice or video, during any portion of Board Meetings. The unauthorized recording by any Member will result in the offending Member's immediate ejection from the Board Meeting.

Members are further prohibited from disseminating and/or publishing any portion of Board Meetings. Board Meeting minutes shall be made available for Member inspection only after those minutes have been duly approved by the Board. Members who violate this policy by either recording or publishing unofficial meeting minutes will be subject to censure by the Board and may be prohibited from attending any Board meeting for an indefinite period of time.

**Village Square Cooperative
Harassment and Bullying Prevention Policy**

VILLAGE SQUARE COOPERATIVE HARASSMENT AND BULLYING PREVENTION IN HOUSING POLICY

The Board of Directors has determined that the social injustices of harassment and bullying of Village Square Members and residents by other Village Square Members and residents requires redress through implementation of Policy to (1) provide guidance in recognizing and preventing such behavior from taking place at Village Square; and (2) addressing the issue by making it a material breach of the Member's Occupancy Agreement. This Policy defines bullying, harassment and hate speech and provides a mechanism for a targeted individual to file a verified complaint with the Management Office for further investigation and, if found to be in violation of this Policy, will subject the offending Member to termination of their membership and occupancy with Village Square Cooperative.

Village Square Cooperative defines hate speech as forms of expression (whether words or symbolic actions) that attack or use discriminatory language, or create an atmosphere of intimidation, harassment, or abuse. Village Square affirms the dignity and value of all individuals and does not tolerate hate speech in order to protect the living environment at the Cooperative from violence, harassment, and discrimination. Hate speech is not consistent with the Cooperative Principals of Community and neither does it promote the Memberships' agreement to peacefully possess their cooperative dwelling under Michigan law and the terms of the Village Square Cooperative Occupancy Agreement.

Furthermore, such conduct directed toward Cooperative staff and members of management creates a hostile work environment and will be construed as the offending Member's tortious interference with the Cooperative's employment agreements with those members of staff and management subjecting that Member to additional civil litigation including injunctive relief and assessment of court costs and attorney fees.

Such conduct also unduly interferes with one's mental health and well-being and creates an unstable environment where one cannot enjoy the use of their home for its intended purposes including sanctuary relief from those individuals who create an anxious environment due to work or day-to-day life activities.

For purposes of this Policy, Hate Speech (as a form of behavior promoting violence, harassment, and discrimination whether in person, on social media, or via other electronic medium) is prohibited at Village Square Cooperative.

Bullying is defined as unwanted, recurring aggressiveness that causes psychological and/or physical harm, while at the same time creating a psychological power imbalance between the bully and their targets.

Bullying, hate speech and harassment in the Village Square Cooperative community include:

1. Aggressive Communication

This includes insulting remarks, shouting, angry outbursts, finger pointing, invading someone else's personal space and harsh emails or texts.

2. Humiliation

This includes ridiculing or teasing, spreading rumors or office gossip, ignoring peers, playing inappropriate jokes, and taunting over social media/internet.

3. Harassment

Harassment is unwelcomed conduct that is intimidating, hostile or abusive, (1) interferes with an employee's ability to work; or (2) a Member's ability to enjoy in common their dwelling at the Cooperative and enjoyment of common areas shared with other Members and residents of the Cooperative.

Bullying, hate speech and harassment share some common characteristics. They are both about:

- Power and control
- Actions that hurt another person's physical or emotional state
- An imbalance of power
- The target having difficulty stopping the negative behavior

Members who violate this Code of Conduct Policy are deemed to be in violation of their Occupancy Agreement; specifically, Articles 5, 6 and 14 which read as follows:

ARTICLE 5. PREMISES TO BE USED FOR RESIDENTIAL PURPOSES ONLY

The Member shall occupy the dwelling unit covered by this agreement as a private dwelling unit for himself and/or his immediate family and for no other purpose, and may enjoy the use in common with other members of the corporation of all community property and facilities of the entire cooperative community so long as he continues to own a membership certificate of the Corporation, occupies his dwelling unit, and abides by the terms of this agreement. Any sub-lessee of the Member, if approved pursuant to Article 7 hereof, may enjoy the rights to which the Member is entitled under Article 5.

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

be increased, the Member shall become personally liable for the additional insurance premiums.

ARTICLE 6. MEMBER'S RIGHT TO PEACEABLE POSSESSION

In return for the Member's continued fulfillment of the terms and conditions of this agreement, the Corporation covenants that the member may at all times while this agreement remains in effect, have, and enjoy for his sole use and benefit the dwelling unit hereinabove described, after obtaining occupancy, and may enjoy in common with all other members of the Corporation the use of all community property and facilities of the entire cooperative community.

* * * * *

ARTICLE 14. MEMBER TO COMPLY WITH ALL CORPORATE REGULATIONS

The Member covenants that he will preserve and promote the cooperative ownership principles on which the Corporation has been founded, abide by the Charter, By-Laws, rules and regulation of the Corporation and any amendments thereto, and by his acts of cooperation with its other members bring about for himself and his co-members a high standard in home and community conditions. The Corporation agrees to make its rules and regulations known to the Member by delivery of same to his or by promulgating them in such other manner as to constitute adequate notice. The member hereby ratifies all agreements executed by the cooperative corporation on or before the date hereof.

Additionally, such conduct is considered a default of the Occupancy Agreement and could result in termination of the Member's membership and occupancy with the Cooperative under Article 13(l) which reads as follows:

- (i) In case the Member shall default in the performance of any of his obligations under this agreement.

Complaints that are substantiated by the existence of evidence of conduct violative of Village Square Cooperative governing documents including the Bylaws, Occupancy Agreement and Rules and Regulations, and this Policy, will be considered verified upon Management's receipt of a written, signed and dated complaint. Management will then make a determination as to whether the complaint is substantiated or unsubstantiated and report the findings to the Board and offending Member. All verified complaints will be investigated within ten business days from the date of receipt. Failure to submit the complaint in writing or sign the complaint will result in no action being taken on the complaint. Complaints of Member and resident violations may be made by Members or staff.

Anyone in violation of this Policy may be subject to disciplinary action, including, but not limited to:

- Demand to Cease and Desist; and,
- Public Censure before the Membership during an open Board meeting; and,
- Probation/Conditional Occupancy; and,
- Fining; and
- Legal proceedings.

When complaints are made, the following procedure will be followed by Management and the Board of Directors:

1. Prior to taking any of the actions described above, the Board shall appoint an executive committee to investigate the violation and verify the complaint. The committee shall review the evidence of violation, endeavor to meet with the Member believed to be in violation, confer with the Cooperative's legal counsel, and present its findings and recommendations to the Board for appropriate action.

2. The Board shall endeavor to meet with the Member in executive session prior to imposing disciplinary action and/or termination of that Member's membership and occupancy with the Cooperative.

After issuance of an initial warning letter, repeated violations of this Policy will incur monetary fines for any violations that go against the written Rules & Regulations as follows:

1. FIRST VIOLATION - a Warning Letter in the form of a cease and desist;
2. SECOND VIOLATION – the Member will be subject to a formal censure by the Board of Directors;
3. THIRD VIOLATION -- the Member will be required to appear before the Board of Director's for determination as to why the Member's membership and occupancy should not be terminated and/or the Member may be required to enter into a Last Chance Agreement.
4. FOURTH VIOLATION - The Member's membership and occupancy will be terminated.

Any member in receipt of a "Third Notice" violation must appear before the Board for presentation of an explanation and may be required to enter into a Last Chance Agreement. Eviction proceedings may be initiated simultaneously with the issuance of a Fourth Notice. There will be no additional warnings given, so please adhere to the Village Square governing documents, Policies and rules and regulations carefully.

**Village Square Cooperative
Marijuana Policy**

Village Square Cooperative Marijuana Policy

Under the Michigan Regulation and Taxation of Marijuana Act, (hereinafter "MRTMA" or the "Act"), qualified individuals are authorized to engage in the sale, possession, consumption, and cultivation of marijuana for recreational purposes in certain locations. Furthermore, State law permits the owner of multi-family housing such as Village Square Cooperative ("VSC"), to either allow or disallow the smoking, sale, growing, possession, distribution, processing, display, cultivation and use of marijuana and marijuana products by qualified individuals on its property. Additionally, under existing law, participation in Michigan's Medical Marijuana Act (MMMP) authorizes qualified patients to engage in the consumption of medical cannabis in certain locations. Accordingly, an individual diagnosed with one or more debilitating conditions and otherwise qualified under Michigan law (Compassionate Use of Medical Cannabis Pilot Program Act), is eligible to apply for a medical cannabis registry identification card. Furthermore, State law permits the owner of multi-family housing such as VSC, to either allow or disallow the use of medical cannabis by qualified and registered patients on its property. Accordingly, the Board of Directors for VSC adopts the following Marijuana Policy so that Members and their household members who are qualified under the MRTMA or qualified and registered under the MMMP, to consume medical marijuana/marijuana and medical marijuana/marijuana products (hereinafter jointly referred to as "marijuana" or "marijuana products") on Cooperative property under the following Policy:

1. Whether or not Member is also a consumer of marijuana products on VSC premises, Member acknowledges that he/she is responsible for any non-compliance with this Policy by his/her occupants, guests, and invitees.
2. Member shall not permit the smoking, cultivation, distribution, processing, sale, or display of cannabis on the premises, regardless of whether he/she is authorized under the provisions of the MRTMA or MMMP. Marijuana products consumed through edible form or through use of marijuana or CBD oils is permissible within the Member's cooperative apartment unit. Cultivation, distribution, processing, sale, display of cannabis, or smoking in any form is strictly prohibited. Consumption of any marijuana product in any common area on the premises whether permitted under this Policy or not shall be considered a violation of this Policy. Any violation by a Member, his/her family members or guests shall result in a Warning Notice and/or termination of his/her membership and occupancy and no right of redemption therein.
3. Members shall ensure marijuana products authorized under this Policy are lawfully possessed and used only in his/her dwelling unit and not in any common area, yard areas or any area outside his/her cooperative apartment.
4. Members shall not permit the smoking, cultivation, distribution, processing, sale, or display of marijuana products while in a vehicle, parked or mobile, while on VSC property.
5. It is known that the Cannabis Sativa L. plant is toxic to pets; therefore, marijuana should be treated like a prescription medication.¹ The active chemical in the marijuana plant

(tetrahydrocannabinol, or THC for short) is harmful and sometimes deadly to pets.² Second, marijuana products in edible form can be found in cookies, brownies, soft drinks, and candy and often contain higher dosages of THC making them an attractive and toxic danger for children.³ These items do not have warning labels that would remind adults to keep these products out of reach.⁴ Member shall keep all marijuana products locked and out of reach of both pets and children as a safety precaution whether or not the amount of products possessed meets or exceeds those allowed under the Act.

6. Members shall ensure that unqualified persons do not have access or use of marijuana products and that marijuana products and refuse are discarded responsibly so as to avoid exposure to children, pets and the environment.
7. Member understands and agrees that this Policy does not create any right to smoking, cultivation, distribution, processing, sale, or display of marijuana products on Village Square Cooperative property and that in the event of a violation of this Policy, such permitted use on VSC property may be revoked by VSC or the Member's membership and occupancy may be terminated.
8. Neighboring Members at VSC may be more sensitive to odor and smoke resulting from a Member's smoking marijuana and marijuana products, including allergies and asthma sufferers.⁵ Member understands and agrees that peaceable possession is a covenant and right under his/her Occupancy Agreement with the Cooperative and that marijuana smoke would deprive other Members of their right to peaceable possession. Accordingly, smoking of marijuana products in any form is strictly prohibited. In the event a verified complaint is raised against Member regarding marijuana odor or smoke, VSC will investigate the complaint prior to taking any adverse action. In the event it is determined a Member has violated the restriction on the smoking of marijuana products in violation of this policy, same shall be deemed a material violation of the Occupancy Agreement.
9. VSC is a smoke-free building. Member expressly agrees that he/she will cooperate with VSC by agreeing to consume only marijuana edible products and oils as an alternative to smoking. Member agrees that this alternative will eliminate smoke and odor exposure to other residents conducive to all VSC residents' health and safety. Failure to cooperate will result in VSC issuing a cease-and-desist notice to the Member requiring Member to cease all smoking of marijuana products. Repeated failure to abide by the smokeless provision in this policy will, in the sole discretion of the VSC Board of Directors, result in termination of membership and occupancy with VSC.

Member shall indemnify, defend, and hold Cooperative and/or Cooperative's Agents, Directors, officers, and employees harmless from and against all claims, actions, suits, judgments and/or demands arising from any source in connection with Member's acts/omissions pertaining to his/her use and possession of marijuana products on VSC property. Member agrees to obtain all necessary insurances to cover any excess liability associated with the use of marijuana products.

COOPERATIVE ENFORCEMENT:

Any Member with a complaint against another Member must first submit a written complaint on an authorized complaint form to Management. Management will meet with the responding Member upon the submission of a verified complaint.

Failure to obey a Warning Notice or cease and desist order, or in any other way contravene this Policy, may result in one or more of the following occurrences:

FIRST VIOLATION - Warning Notice issued to the offending Member;

SECOND VIOLATION - Second Warning Notice to the offending Member and the Member will be required to appear before the Board of Directors for determination as to why his/her membership and occupancy should not be terminated and in the discretion of the Board of Directors, entry of last chance agreement;

THIRD VIOLATION - Member's membership and occupancy will be terminated and eviction proceedings shall commence.

Any Member in receipt of a "Second Warning Notice" must appear before the Board for presentation of an explanation. Eviction proceedings may be initiated simultaneously with the issuance of a Third Notice. There will be no warnings given, so please adhere to the VSC governing documents and rules and regulations carefully.

**Village Square Cooperative
Remediation Policy**

VILLAGE SQUARE COOPERATIVE

ADDENDUM TO OCCUPANCY AGREEMENT MOLD REMEDIATION POLICY

Procedures

- The following procedures are to provide general guidance for actions to be taken for various scenarios relating to mold issues.
- In the event of flooding or large water leaks, please notify the management office immediately. Locate and secure the source of the water. An effort will be made to dry wet porous materials (carpeting, furnishings, drywall, etc.) effectively within 24-48 hours by vacuum extraction and dehumidification to prevent mold growth.
- If a musty/moldy odor exists in the building or occupants have any other reason to suspect the presence of mold, but none is visible, contact the management office to investigate and resolve the problem. Maintenance staff will conduct a thorough visual inspection and conduct an assessment of indoor air quality if necessary. A written report will outline findings and recommendations.
- If visible mold is present, action will be based on the mold present, and the type of material contaminated (whether it can be cleaned or discarded). Porous materials from which mold cannot be cleaned must be removed from buildings. Non-porous building materials may be cleaned using detergent, diluted bleach, or cleaners specifically formulated for mold.

Remediation

The goal of remediation is to successfully restore building conditions (repair water damage, eliminate existing mold and odors, etc.) In all situations, the cause of water accumulation must be corrected, or mold will return. Remediation should be conducted to remove or clean contaminated materials while preventing the spread of fungi and dust from the work area to other clean areas.

Remediation consists of three types of activities:

- **Water Damage Clean-up** is performed within 24 to 48 hours of materials being water damaged. The assumption, in this case, is that no mold growth is present. Office management or maintenance staff will determine whether clean-up will be performed by staff or contracted out.
- **Small Scale Mold Remediation** is the response to visible mold on contaminated materials less than 10 square feet. Maintenance staff will perform small-scale mold remediation.
 1. Staff will receive mold awareness training and training on proper cleaning methods.
 2. Office management should be consulted before mold remediation.
 3. Cleaning supplies should consist of water with mild detergent. A solution of water with bleach can be used. (One cup of bleach to one gallon of water.)
 4. Proper ventilation should be used during mold remediation.

5. Personal Protective Equipment (PPE) is to be used during removal. Including rubber gloves that extend to forearms, goggles, and an N95-rated respirator.
 6. Discarded materials, including contents of HEPA vacuum, should be wrapped in plastic containers, and disposed of properly.
 7. The area should be left dry and free of mold contamination and debris.
- **Large-scale mold remediation** is the response to mold-contaminated material greater than 10 square feet. Large-scale mold remediation should be performed by a qualified contractor.
 1. Remediation will be performed by a qualified contractor with training and experience.
 2. The management office will be notified by the contractor, before remediation efforts.
 3. Work area to be properly isolated, including shutting down of ventilation system and sealing off vents.
 4. All activities will be in accordance with the Environmental Protection Agency (EPA)
 5. Discarded materials should be properly disposed of by the contractor.
 6. Contractor will provide a statement of work for the specific remediation.

Evaluating Remediation/Clean Up

- The water or moisture problem should be corrected.
- Mold removal should be complete. Use professional judgment to determine if the clean-up is sufficient. Visible mold, mold-damaged materials, and moldy odors should not be present.
- Revisit the site shortly after remediation and it should show no signs of water damage or mold growth.
- People should be able to occupy or re-occupy the space without health complaints or physical symptoms.

As a reminder, mold is found almost anywhere. Members will not be required to relocate during the abatement/remediation process unless a toxic species of mold is present and identified. In the event this type of mold exists, the cooperative will endeavor to remedy the matter as quickly and efficiently as possible. The cooperative will not be responsible to reimburse members for the loss of food, electric reimbursement, or the cleaning/loss of personal contents. Members must rely on their HO-6 carrier for these expenses. As such, the cooperative requires that members purchase an HO-6 policy, and this information must be submitted to the management office on an annual basis. If there is a change in coverage or carriers, you must notify the management office within 30 days of the change and provide an updated policy to be maintained in your member file.