

OAKDALE RESIDENTS COOPERATIVE
Rules and Regulations
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INTRODUCTION TO COOPERATIVE LIVING

Living in a cooperative is pretty much what you make it. Harmony with your neighbors is a seldom accomplished without mutual desire and effort. Thousands of people from every walk of life live in U.S. housing cooperatives, from the most modest to the most pretentious.

But the very basic democracy of a cooperative encourages expression of opinion and individuality...and sometimes there may be a little trouble in paradise! There is a rock and roll enthusiastic whose musical appreciation reaches a crescendo about midnight or later.

Nor can we overlook the family with the three kids who have a carriage, toy auto, and bicycle forming a perfect obstacle course on the sidewalk.

Perhaps the pattern of shortcut paths to the parking area, to the neighbor's back door or to the street goes across the space where grass, flowers and shrubs are intended to grow.

A cross-section of membership includes each of us. All have a variety of likes and dislikes. Each has ideas that he believes worthy of mature consideration. Each individual is eager for recognition, respect, and dignified acceptance. Each is entitled to be treated with consideration, which means that ultimately the cooperative member develops a deep sense of responsibility.

It is apparent that if people are to live happily in a cooperative, they must respect each other's rights. Members of successful cooperatives learn early that their rights end where the other fellow's begin.

Experience demonstrates that cooperative common sense pays off in cooperative dollars and cents! The acceptance of responsibility for the maintenance of building and grounds not only reduces the need for costly repairs and accelerated maintenance, but results in a more attractive cooperative and actually increases its dollars.

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

WHO'S WHO AT OAKDALE RESIDENTS COOPERATIVE

Mission Statement: To provide an affordable cooperative housing development owned and operated through the voice of its membership.

Members - The member's ownership in a cooperative is evidenced by their membership certificate. Members elect the Board of Directors. Officers are elected by the Board of Directors.

Board of Directors - The Board of Directors consist of nine (9) members elected by the general membership who derive their authority from the By-Laws, and establish the policies of the cooperative and enforcement of these policies.

Committees - Cooperative committees are set up to advise policy questions and respond directly to the Board.

Michigan Association of Housing Cooperatives (MAHC) - MAHC is an organization that provides information, services to the cooperative, and education and training to the Board of Directors and staff.

United Cooperative Housing Association (UCHA) – UCHA is an organization founded and organized by cooperators to further the housing cooperative concept of cooperative ownership and management.

Consultants, Attorney, Accountant - These professionals are hired by the Board of Directors.

Managing Agent - The Board of Directors hires a managing agent to handle the daily operational needs of the cooperative, including enforcement of policies, contracted services, supervision of employees, handle membership concerns, and report with the Board of Directors.

COMMUNITY SERVICES

SCHOOLS

Oak Park School District	13900 Granzon	Oak Park	248-336-7700
Einstein Elementary School	14001 Northend	Oak Park	248-336-7640
Oak Park Preparatory Academy	23261 Scotia	Oak Park	248-336-7620
Pepper Elementary	12901 Church	Oak Park	248-336-7680
Key	23400 Jerome	Oak Park	248-336-7610
Oak Park High School	13701 Oak Park Blvd.	Oak Park	248-336-7740

SUPERMARKETS & DRUG STORES

Ferndale Foods	600 W. 9 Mile	Ferndale, MI	248-543-3090
Krogers	8 Mile & Wyoming	Ferndale, MI	248-414-3790
CVS	23001 Coolidge	Oak Park, MI	248-547-8230
Walgreens	9 Mile & Coolidge	Oak Park, MI	248-548-4251

BANKS

CHASE	23063 Coolidge	Oak Park, MI	800-935-9935
PNC	13401 W. 9 Mile	Oak Park, MI	248-691-3694
Comerica Bank	25555 Coolidge	Oak Park, MI	248-547-6401

UTILITY COMPANIES

DTE			800-477-4747
Consumer Energy	4600 Coolidge Hwy	Royal Oak, MI	248-549-5000
Consumer Energy	Emergency Service Bill Information	Royal Oak, MI	800-477-5050
AT & T	30254 Woodward Ave	Royal Oak, MI	248-5492245

AUTO PARTS

O'Reily Auto Parts	22110 Coolidge		248-584-4828
Auto Zone	8888 W. 8 Mile		248-544-1135

AREA POST OFFICES

College Park - Detroit	20501 Livernois (South of 8 Mile) Zone Office		313-863-9079
Oak Park Ferndale	14200 W. 8 Mile 22681 Woodward		248-968-3044 248-542-1226

CHURCHES

<i>(Churches of your choice are located in the area)</i>			
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MISCELLANEOUS

Charter TWP Administration Office	21131 Garden Lane		248-547-9800
Township of Royal Oak Library Pearl Wright Senior Center	21131 Garden Lane		248-542-9205
State Police	14350 W. 10 Mile Rd	Oak Park, MI	248-584-5740
Emergencies		248-858-4951 or	911
Recreation Center	21272 Mendota		542-1452

TRANSPORTATION

Smart Bus/ Fannie Adams Trans.	21131 Garden Lane		248-547-9800 Ext 224 or 225
Taxi Cab (Township Cab)			248-648-7444

OAKDALE RESIDENTS COOPERATIVE

MEMBER PLEDGE

I, _____, a member of Oakdale Residents Cooperative agree to the following pledge:

- ❖ I will preserve and promote the cooperative ownership principles on which the corporation has been founded;
- ❖ I will abide by the charter, by-laws, rules and guidelines of the corporation, and any amendments thereof;
- ❖ I will, by acts of cooperation with other members, bring about high standards in home and community conditions;
- ❖ I acknowledge and agree that the monthly carrying charge is due on the 1st of each month. I also agree to pay my carrying charge on or before the 7th of the month, and I understand that a late fee will be assessed if payment is not received by the 7th, and a 7-Day Notice to Quit will be issued. I further understand that the late fees may be changed by resolution of the Board of Directions from time to time.
- ❖ I am aware and will cooperate in the annual unit inspection required by Oakdale Residents Cooperative. Such inspections would consist of checking the condition of the walls, railing, floors, stairways, stoves and refrigerators (which are to be cleaned on a regular basis), basements, and general housekeeping practices.

Carrying charges are due on the first of the month, with a grace period until the 7th of the month. If the 7th falls on a weekend or a holiday, and the business office is closed, payment is due the next business day before 5:00p.m.

Anyone paying their carrying charge after the 7th, will be assessed a \$40.00 late charge **per delinquent carrying charge per month**. In addition, a 7-Day Notice for Non Payment of Rent will be issued. All late payments must be in the form of a money order, cashiers check, personal check or certified check. Late charge may be changed by resolution of the Board of Directors.

On the 15th of the month, anyone who has not paid their carrying charge with late fee will be sent to our attorney to be filed in court. The Member will be responsible for all legal fees incurred, including filing, service and attorney fees.

Once you are placed in court, the Board of Directors will not interfere with the court's decision.

Oakdale Residents Cooperative will accept personal checks for your carrying charges payment. If two (2) checks are returned on your account for insufficient funds, we will no longer accept a personal check on your behalf for one (1) year. During the year, payments must in the form of a money order, cashiers check, or certified check only. After the one (1) year penalty period, you will be required to formally request (from the Board of Directors) to have your check writing privilege reinstated. A member is required to notify the Board of Directors in writing of any financial difficulty that arises that would effect the timely payment of the monthly charges. This notification/request must be received prior to the 1st day of the month in which you cannot make a timely payment. The board will review each request.

INSURANCE:

Homeowners Insurance - As a Member of Oakdale Residents Cooperative, we strongly recommend that you obtain a H06 - (Homeowners/Condo) Insurance policy.

Oakdale Residents Cooperative has a broad range of insurance protection to protect its property, but your personal assets are protected only if you carry your own insurance. Our fire insurance does not protect your personal belongings or furniture, and you can be held liable for any deductible Oakdale Residents Cooperative has for payments made by it, if you or your family were responsible for the fire. The cooperative's insurance does not cover the cost of temporarily living elsewhere if your unit is extensively damaged. Assistance may be received from the local Red Cross office. You should protect yourself for these contingencies, as well as theft, malicious mischief, etc. To cover such items, you should obtain a Home Owner's Policy from your own insurance agent.

Again, please consider the strongest coverage for yourself and your valuables.

DEATH OF A MEMBER

Please refer to Death of a Member in your Bylaws.

Occupancy Life Insurance: Effective September, 2009

It is our pleasure to inform you of the valuable Occupancy Life Insurance Program for all our cooperative members.

July 14, 2009

Membership
Oakdale Residents Cooperative

Re: Occupancy Life Insurance Program

Dear Membership,

As many of you are aware you currently are provided with an Occupancy Life Insurance Program that pays one full year of carrying charges in the event the Head of Household member dies under the age of 70. The cooperative currently pays a monthly premium to a third party company to administer this program.

Effective September 1, 2009 Oakdale Residents Cooperative will no longer utilize a third party insurance company and begin a self insured program to better serve the cooperative.

The new program will provide the same benefits as the existing plan with the difference being that the cooperative will have its own separate bank account in the name of Oakdale Residents Cooperative Occupancy Life Insurance Program which will be funded directly by the cooperative monthly with the funds that would have been paid to the other insurance company and will no longer attach an age limit associated with the benefit. The new program will also provide the cooperative better control over the premium funds and timely processing of claims.

Attached is a copy of the guidelines developed for the cooperatives insurance program and a copy of the claim worksheet for your records. Please take time to review these documents and place them with your other important cooperative documents. There are additional copies always available in the management office.

Should you have any questions please contact the management office or you are welcome to attend the monthly meetings with the Board of Directors, on every second Wednesday for membership complaints and every fourth Wednesday for regular business.

Thank you for your continued support of the Cooperative and your Board of Directors.

Respectfully submitted,
Oakdale Residents Cooperative

Cassandra Robinson
President, Board of Directors

Occupancy Life Worksheet:

**OAKDALE RESIDENTS COOPERATIVE
OCCUPANCY LIFE INSURANCE**

WORKSHEET

This form is to be used by the Management Office to facilitate determination of the Occupancy Life Insurance Benefit.

Step 1. Identity of the deceased Head of Household & status of Member:

Name of Member(s) on Occupancy Agreement:

Attach Death Certificate to this form: Attached _____ Not attached _____

Is the Deceased the Head of Household? Yes _____ No _____

Note: This is the first name listed on the Occupancy Agreement. If the deceased is not the Head of Household, there is no benefit available.

Is the deceased a Member in good standing? Yes _____ No _____

Note: If the Member is delinquent in paying carrying charges over thirty (30) days or delinquent in any other payment to the Cooperative as of the date of death, no benefit is available.

Step 2: Calculate the Benefit:

How many years has the Head of Household resided in the Cooperative: _____ years.

Note: Refer to the chart in the Procedure. If the Member resided less than one year, only one month of benefit is available. If more than 12 years of residency, the maximum benefit is 12 months. In the case of a person who has resided in the unit but not as Head Household for the full time – such as a widow of a earlier deceased Head of Household – who has become the Head of Household – the calculation is based upon the length of time that the person has been the Head of Household.

*Additional: If Head of House hold members change not due to the death of a member the benefit time begins as of the effective date of the change of Head of Household and is not based on the length of time the member has resided in the unit previously.

Step 3: Immediate Family’s Intentions:

Does Immediate Family plan to occupy the unit: Yes _____ No _____

If the answer is “Yes” the immediate family designee must:

- Submit to a background check for financial worthiness and criminal history;
- Surrender the Membership Share Certificate;
- Execute a new Occupancy Agreement;

- Request a new Membership Share Certificate issued in the designees name _____ below:

Does the proposed immediate family member qualify: Yes _____ No _____

Has the new Occupancy Agreement been signed: Yes _____ No _____

Has the Old Membership Certificate been surrendered: Yes _____ No _____

Has new Membership Certificate been issued: Yes _____ No _____

Note: If the immediate family does not wish to continue to occupy the unit, fails to qualify, or does not surrender the Old Membership Share Certificate (or file an affidavit of stolen or lost certificate), it is necessary to complete the rest of this Step 3.

What document designates the legal authority of the person seeking the benefit possess:

Letter of Authority from Probate Court: _____

Trustees of the Decedent’s Trust: _____

Other: _____

Attach a copy of the Form of Authority to this form.

Step 4: Determination of Benefit:

What is the number of months determined in Step 2: _____ Months

What is the current monthly carrying charge for this Unit: \$ _____

Multiply the months times the monthly carrying charges: \$ _____

Deduct any amounts presently due the Cooperative: \$ - _____

Amount of net benefit due: \$ _____

Note: The Management Office will either issue a credit to the account towards the monthly carrying charges due on the unit if the immediate family designee elects to remain in the unit and has fulfilled all the requirements in Step 3 for doing so, or a check in the amount of net benefit due will be prepared and delivered to the person with designated authority.

Form completed by:

Print Name: _____ **Signature:** _____

Date: _____

The Occupancy Life Insurance Program is designed to provide payment of the basic dwelling charge for your family in case of your death. It assures you that your survivors will be able to keep their home during the difficult readjustment period.

MOVE-IN CHECKLIST

A move-in checklist is provided for the new Member to note the condition of the unit upon acceptance. The checklist is to be returned within seven (7) days of the signing of the Occupancy Agreement. A copy will remain in the unit file, and a copy will be

returned to you for your records.

Any alterations or additions will be the responsibility of the member of record and not the responsibility of the cooperative. Member will be required to sign an acknowledge form of any alterations and additions made to the unit.

EMERGENCY WORK ORDERS

Listed below are items which are considered to be emergency work orders:

- _ Furnace out - no heat
- _ Broken water pipe - causing flowing of water
- _ Broken primary window - causing outside exposure.
- _ Plumbing - backed up basement main drain and overflowing toilets
- _ Electrical malfunction - no electricity in the entire unit
- _ No water in the entire unit** - call Oakland County Water Department
- _ Building damage - major damage to the building
- _ Gas leak - call Consumers Energy 1-800-942-5571
- _ Fire - call 911, and then Maintenance
- _ Busted hot water tank and water leaks

**No hot water is not considered an emergency. This can be taken care of during normal business hours the next day.

The number to contact for such emergencies is (248) 541-6870. The Board of Directors should not be contacted, as this is the responsibility of the on-site management staff.

TRANSFER POLICY

A member must be in good standing, not shown on the books and records of the Corporation as being delinquent 30 days or more, late paying carrying charges with late fee included, have no confirmed complaints filed against member and or occupants of the household, have no damages to the unit, have no notices of poor housekeeping and violations of any policies and/or rules and regulations and must comply with a mandatory inspection which is conducted at time of request and prior to actual transfer.

Member will be notified in writing when a unit type requested becomes available. If a member fails to accept a unit after being notified of an available unit the member's name will be placed at the end of the transfer waiting list. If a member is requesting a transfer to Single Ranch Home the same procedures are required.

An Itemized List of Damages will be mailed to you 30 to 45 days after the unit transfer is completed and painting and repairs have been completed in the out going unit. If a refund is applicable, a check will be included with the Itemized List of Damages.

Member is responsible for paying all transfer costs applicable at time of transfer in

full prior to transfer. Keys from prior unit must be returned within seven (7) days of transfer date.

LOCKOUTS

Our office or maintenance staffs do not have master keys for any units in the cooperative; therefore, it is the Member's responsibility for lockouts. Simply stated...call a locksmith.

MOVE-OUT POLICY

A 60 day notice in writing on the cooperative approved form must be turned into the on-site management office. (See Approved Withdrawal Notice).

Procedures for purchaser:

Where the cooperative has a waiting list, prospective purchasers will be selected from the waiting list.

Any **major alterations or improvements** made in the unit must have had the written approval of the Board of Directors, and a copy on file in the on-site management office. Major alterations would include the following: burglar alarms, basement renovations etc. (Blinds and carpet are not considered major improvement.) Any negotiations on alterations or improvements will be between Member and Buyer. Oakdale Residents Cooperative will not be involved.

Outgoing member is responsible for the removal of all alterations and additions to the unit if they cannot sell them to the new purchaser.

There is a **resale fee** on all move-outs of \$50.00. This amount, in addition to any carrying charge balance and/or reconditioning charges, will be deducted from your membership fee and remaining balance issued as a refund.

Upon termination, vacating, or in any way moving out of the unit, the interior walls shall be restored to the color of white. Further, it shall be the responsibility of Oakdale Residents Cooperative to retain a contractor for said repairs and repainting at the expense of the vacating member.

Oakdale Residents Cooperative will endeavor to issue your membership refund within 60 days of your departure from the cooperative.

In the event that charges (i.e., carrying charges, reconditioning charges, etc.) exceed the membership fee, a 'due bill' will be issued to you for the amount due to the Cooperative. The amount of the bill must be paid in full upon notice of charges due, or the matter will be turned over to a **collection agency**.

A representative from the management office will schedule a Pre-Move Out inspection of your unit to determine repairs or reconditioning needed. Upon your return of the keys and documents a final inspection with you and a representative from the

management office will be conducted. An estimate of final charges to you will be determined.

Your Cooperative Membership Certificate should all be turned in with your keys at the time you move out. You could be charged \$25.00 for not returning these items.

Items considered on move-out inspection by the Residential Manager

Site Manager will be inspecting the unit for damage and cleanliness in the following areas:

- Wood and metal doors
- Water heater
- Walls .
- Light fixtures
- Locks .
- Basement
- Window and screens .
- Cabinets
- Kitchen sink and fixtures .
- Countertops
- Bath(s), sink, tub, fixtures .
- Drawers
- Range (stove) .
- Closets
- Refrigerator .
- Shelves
- Vanity(ies) .
- Boarders, Wall Paper
(Charged for Removal)

The above list is intended as a **guideline only**.

PROPER TRASH DISPOSAL

There are two (2) scheduled trash collection days. Trash will be collected every Tuesday and Friday. On Tuesday only, all trash must be placed on Fitzgerald Boulevard for pick up. Members must place all household garbage and trash in the trash container which may be kept inside unit in proper garbage containers or on your patio until trash collection day. Trash may be

put out the night before trash pick up after dark the night before, provided that it is placed in a trash container.

All trash containers must be placed at Fitzgerald Blvd. curb by 7:00am Tuesday or Friday Morning for pick up. Containers may be placed out the day prior to pick up after 5:00pm.

If you have any large items such as sofas, chairs, appliances, dryers/washers, etc., They are to be set out for **Friday Pick Up only**. All trash containers must be placed at Fitzgerald Blvd. Curb by 7:00a.m. Tuesday and Friday mornings for pick up. **Friday Pick Up only:** Compost items (i.e., grass clippings, leaves, small bushes, tree limbs 2" in diameter and security trees, and flowers. This waste must be placed in large brown paper bags, (which can be purchased at a local Hardware store) on Fridays only.

Oakdale Residents Cooperative has provided each Member with a 30 Gallon plastic trash container. Following trash pick up, these containers must be removed from your front curb or the Boulevard. Failure to do so will result in a fine assessed to your account.

We ask that you please be aware when parking vehicles on the Blvd to not block any trash containers for pickup.

PEACEABLE POSSESSION OF UNIT

Cooperative housing, Members must be especially aware of the rights of their neighbors. Therefore, each Member must be conscious, not only of their own acts, but also the actions of their children or other dependents, guests, visitors etc.

Noises

Members, family members, and guests must refrain from creating unnecessary loud, offensive, or objectionable noises. It behooves each of us to consider our neighbor's rights to **peaceful possession**. Members are responsible for their family members, guests and the guests of their children. An overly loud radio, stereo or television set, excessively loud conversation, group congregations, domestic arguments, blaring car horns, blaring car or truck stereos, fighting, excessive traffic in and out of a Member's unit, and other similar activities are strictly prohibited.

PARKING

Each unit is assigned one (1) numbered parking space. Unnumbered spaces are for visitors or second family vehicles. It is each Member's responsibility to see that their guest(s) park in an unnumbered parking space. The second or third car cannot be in the unnumbered parking space for more than 24 hours, and

additional parking is available on Fitzgerald Blvd. All vehicles that do not fit the width and length of the parking space provided, must park on Scotia. Tractor Trailers and/or its cab, and Semi Trucks are not allowed to be parked on the Cooperative Grounds at any time. All motorcycles must be parked in a parking space.

THERE IS TO BE NO REPAIRS MADE TO VEHICLES ON THE PROPERTY OF OAKDALE RESIDENTS COOPERATIVE (Parking Lots, Driveways and Fitzgerald), EXCEPT THE CHANGING OF FLAT TIRE(S), AND BATTERY JUMP(S). ANYONE FOUND REBUILDING MOTORS, TRANSMISSIONS, CHANGING THE OIL, ETC., WILL BE FINED.

Unlicensed (no plates), and abandoned vehicles will be towed immediately without notice. Vehicles with expired plates, inoperable vehicles and vehicles with flat tires will be tagged, and the member will be fined. The vehicle infraction must be corrected or vehicle moved within 48 hours after tagging. If vehicle is not removed after 48 hours, the vehicle will be towed off the property. All cost associated with this removal of the vehicle will be at the expense of the member not the cooperative.

Parking of vehicles in another members parking space without approval will subject you to an Administrative Fine.

ONLY VEHICLES OWNED BY MEMBERS OF OAKDALE RESIDENTS COOPERATIVE ARE PERMITTED TO BE WASHED ON THE PROPERTY.

The speed limit through the cooperative is 5 m.p.h. at all times, and must be obeyed.

CHILDREN AND GUEST(S)

Because there are many children living within such close proximity to one another, the behavior of children is of the utmost concern. Parents should be aware that they are directly responsible for the behavior and actions of their children, other dependents, their guest(s), and themselves.

Exceptional misbehavior by these persons will result in legal action against the Member. Children are to be taught to obey signs such as **NO BALL PLAYING**; not to jump fences; writing on buildings; swinging on the trees; do not short cut across lawns, etc. The parents of identified children will be subject to fines. Curfew for children under 17 years of age is 10:00p.m. Mopeds, trail bikes, etc., are not to be ridden within the cooperative or fines will be assessed. Please review the attached Township Ordinance Number 62 regarding curfew.

Congregating on corners and the Boulevard is not allowed. This will be enforced through law enforcement. If you are ticketed or arrested by any law enforcement officer, the family is subject to termination of occupancy and membership.

In addition, members should be aware that they are directly responsible financially for any damages caused by their children, dependents, or guest(s). This includes,

but is not limited to, damage to trees, shrubs, lawns, street sign(s), parking surfaces, buildings etc.

Toddlers must not be allowed to roam the Cooperative. Toddlers under three (3) years of age must be supervised at all times and in all areas.

PET POLICY

Oakdale Residents Cooperative has a **NO PET POLICY**.

PET POLICY ENCLOSED

LAWN AREA MAINTENANCE

Each Member is responsible for maintaining the outside area of their unit, front and rear, free of litter and other items. Lawn must be watered on a regular basis. All personal property must be stored within the Member's unit or neatly stored at the rear of the unit. These items include, but are not limited to: toys, bicycles, or other personal items. No other outdoor clotheslines are to be used other than the rotary clothes drying post, which must be inserted in the yard or on the patio. Member is not permitted to hang laundry over the fences. Barbequing is permitted on patios or back areas. **NEVER IN FRONT OF THE UNIT**. Fines will be assessed if caught doing so.

During the snow season, Members are responsible for shoveling snow from their front door to the common area sidewalk. The Maintenance staff will clear the common area sidewalks, parking areas; empty driveways and the main streets. Members are asked to move their cars when cleaning snow from the parking areas. Members are not to back or have the front bumpers hanging over the sidewalk areas or parking areas on Fitzgerald Blvd. This will allow for proper snow removal and lawn cutting.

PATIOS

The following items may be stored on your patio: patio furniture, barbeque pit, toys, trash container and garden hose. No outdoor carpet allowed on outdoor patios, porches, steps or sidewalks. Removable rugs are acceptable.

ALTERATIONS/INSTALLATION

All draperies, blinds, shades, etc., on windows and doors must be hung and kept in a neat and orderly manner. Only proper window treatments are acceptable.

Members are not allowed to alter and/or paint any portion of the exterior of their unit. Alterations or improvements to the interior of the units may not be done without prior written approval of the Board of Directors. (Alteration requests are available at the on-site management office.)

Members are responsible for painting the interior of their unit at least every five (5) years.

The use of contact paper on the walls or shelves on the unit is not allowed. Members will be charged for the removal of contact paper, and for the cost to repair any damage caused to the walls or shelves upon the removal of contact paper, mirror(s), non-strippable wallpaper, etc.

Exterior security door must be black or white in color and must have a turn bolt lock -locking mechanism **not a dead bolt**. The alteration must be approved prior to installation by the Board of Directors on the authorized alteration form.

Electrical or structural installations must be done by a licensed and insured contractor with the prior written approval of the Board of Directors.

Security doors must be black or white and an alteration permit must have a turn bolt lock (key dead bolt).

WINDOW AIR-CONDITIONERS

If the Member plans to install a window air-conditioning unit, it must be installed and finished as follows:

Prior to installing air-conditioners, Member must receive approval by the Board of Directors. An air conditioner of the proper type for sliding windows must be used;

The installation must be finished with either clear plexiglass, or the sliding panel that is furnished with the air-conditioning unit.

Cardboard, plywood, regular wood, sheet metal or other such materials may not be used to finish the window installation.

Maintenance of air-conditioners is the responsibility of the Member. This includes, but is not limited to tripped breakers, and blown fuses. In late fall & winter months, members should unplug a/c unit from wall outlet and tape a/c plug, to prevent fire and electrical surge.

ENFORCEMENT OF Rules and Regulations

It is the responsibility of each Member to **observe** these Rules and Regulations, and make the rules known to their family members and guest(s). If a Member, Member's family, or guest violates the Rules and Regulations, the Member may receive written notification of the infraction. In addition to other remedies available to the cooperative, if the violation can not be remedied, and is not within a reasonable period of time on such terms as the cooperative establishes, or the infraction is a serious breach jeopardizing the rights of the cooperative or other Members, **Legal proceedings will be initiated including and up to the**

termination of membership and occupancy.

NON-COMPLIANCE TO Rules and Regulations

If, at any time, it becomes apparent to the Board of Directors that a Member is in non-compliance of these Rules and Regulations, the following actions may be taken, but are not conditions precedent to any remedies available to the cooperative.

Warning Notice

A warning notice may be issued for either 1) minor infractions of Rules and Regulations, or 2) for actions not generally covered in the Rules and Regulations contained herewith or addendum to said rules.

If a Member is called before the Board and does not respond, the Member may be evicted by reason of default.

Fines

A fine may be issued for the first infraction of stated rules and regulation contained herewith or made a part hereof.

An additional fine may be issued for any related violation to the Rules and Regulations of which a Member has been previously warned and fined.

See the section on Non-Compliance Fines.

Damage to the Cooperative

Members are responsible for all glass breakage in their units. Work orders will be written for glass and screen replacement, and the Member will be charged.

Members are not responsible for screen repairs in their units. Work orders will be written for screen repairs.

Members are financially responsible for all damages to the cooperative grounds, and units that are attributable to Members, Member's children or other dependents, visitor's negligence, misuse, or abuse.

Members should not flush personal hygiene products (sanitary napkins/tampons, rags, paper towel, disposal diapers, toys, rocks, cigarette butts, etc., down the toilets. Members will be charged if such items are found.

There will be a charge for removal of improper findings in garbage disposal, tub drains, and or floor drains, such as bones, excessive grease and hair, nails, etc., when making repairs.

COOPERATIVE LIVING

Cooperative living requires constant awareness on your part that you do not violate the

rights of your neighbors. Too many of us worry about our rights being violated, while we should be equally, if not more, concerned about the rights of others. In your Occupancy Agreement, you are promised peaceful possession and you in return promise to possess your unit peacefully.

PROCEDURES FOR FILING GRIEVANCES

Each Member within the cooperative has the right to the peaceable possession of their unit. All Members must show some tolerance to their neighbors for minor disturbances and irritations, due to the nature of cooperative living. However, Members will not be asked nor expected to sacrifice the enjoyment of their home because of inconsiderate actions of their neighbors.

For this reason, there has been procedures implemented which allows each Member to file a grievance in complaint of other Members who take from them the peaceable enjoyment of living within the cooperative.

This grievance procedure requires that:

The complaint is in writing and signed by the initiating party; if the complaint is not signed, no action will be taken.

The complaint be forwarded to the Board of Directors, and they will carry the complaint to the ultimate disposition;

All complaints are confidential, unless legal actions are required;

The Board of Directors will take the appropriate action including all remedies available to the cooperative;

The complaining Member will be required to cooperate, where necessary, as to the enforceability of the complaint.

OCCUPANCY TERMINATION (INVOLUNTARY)

The Board of Directors may request its attorney to issue a notice to a Member to terminate their membership if repeated violations to the Rules and Regulations are received. The Board of Directors may request termination if the violation warrants immediate action.

LIST OF NON-COMPLIANCE FINES

- | | | |
|-----|---|--|
| (1) | Leaving rubbish container out 24 hours after rubbish pick up - | \$25.00 |
| (2) | Setting rubbish container out before pick-up days -
(after 5:00 pm the night before) | \$25.00 |
| (3) | Storing rubbish container in front of the unit - | \$25.00 |
| (4) | Leaving garden hose, toys, BBQ pits etc. out on lawn areas the night before
lawn cutting day - | \$25.00 |
| (5) | Unclogging toilet as a result of member neglect. | \$50.00 and/or Contractor Service Costs |
| (6) | Replacement of toilet. | Actual cost of toilet |
| (7) | Barbecuing in the front | of the unit |

\$50.00

- (8) Storing barbeque pit in the front of the unit **\$50.00**
- (9) Leaving outside water running all day or night **\$100.00**
- (10) No Working on cars in the parking lots, driveways or Fitzgerald Blvd. **\$100.00**
Exceptions: Flat tire, battery
- (11) Washing cars other than a Member's car **\$50.00**
- (12) Failure to install improper window covering will subject to the noncompliance fines listed in Number 13.
- (13) Noncompliance Fines **1st \$50.00, 2nd double charge, 3rd triple charge, 4th Eviction**
- (14) Gambling in public areas on property **Eviction**
- (15) Not keeping the patio clean **\$25.00**
- (16) Items on fence and bushes **\$25.00**
- (17) Drug and/or criminal activity on property **Eviction**
- (18) Children playing ball in areas indicated **NO BALL PLAYING** **\$25.00**
- (19) Children climbing or playing in the trees and on the fences **\$25.00**
- (20) Missing scheduled appointment with outside contractor **Contractor's Service Fee**
- (21) Missing appointment with pest control services **Contractor's Service Fee**
- (22) All maintenance repairs, due to negligence - **Actual cost of material(s) and / or Contractor's Service Fee**
- (23) Removal of trees or shrubs without the written approval of the Board of Directors - **Actual replacement cost**
- (24) Improper disposal of large items - **\$20.00 per item please refer to Trash Policy.**
- (25) Garbage Disposal - Unable to dislodge Objects - **Actual Replacement Cost of Garbage Disposal**
- (26) Failure to move cars during snow plowing and/or street repairs – **1st offense (car is not moved) \$50.00. 2nd offense \$75.00, 3rd offense \$100.00 4th offense car will be towed.**
- (27) Improper installation of a Satellite Dish and Removal **\$100.00**
- (28) Entry and Patio Keys – None return at move out charge. **Cost of replacement**

PLEASE NOTE: THIS LIST MAY BE REVISED FROM TIME TO TIME BY THE BOARD OF DIRECTORS.

COMMUNITY ROOM RENTAL PROCEDURES

The Community Building at Oakdale Residents Cooperative is available for rental by **MEMBERS ONLY** of the cooperative for showers (baby/bridal), receptions, family dinners, birthday parties, etc. Members must be in good standing which means member cannot be shown on the books and records as being delinquent at the time of rental which includes the late paying of carrying charges with late fee included. Reservations are made on a first-come first-served basis, with the completion of all required written Building Rental Agreement documents and appropriate deposit fee. All rental fees must be paid in full two (2) weeks prior to the scheduled rental date and incompliance with the current rental/deposit fees. Any rental reservations made less than two (2) weeks prior to the rental schedule date must include the Building Rental

agreement, deposit and rental fee at time of rental reservation.

The rates are as follows: Please check with the Management Office for Building availability.

Daytime Rates (11am to 7pm)

\$125.00 - rental
\$ 50.00 - deposit

Evening Rates (8pm to 2am)

\$375.00 - rental
\$150.00 - deposit
\$150.00 – security

Refer to Community Building Rental Agreement

ELECTRICAL WIRING

All provided circuits are 110 volts. If a special circuit is needed for any reason, an alteration permit must be submitted and **written permission** must be obtained from the Board of Directors prior to installation. Installation will be performed only by a licensed contractor and license number must be provided.

MUNICIPAL LAWS AND ORDINANCES

Members, family members, and guest(s) must comply with all laws and ordinances enacted, including Building Code, Life and Safety Code, curfew hours, as well as City, State & Federal & Local Government.

Charter Township of Royal Oak curfew is 10:00p.m. for children 12-16 years of age, and 9:00p.m. for children 11 years of age or under. Parents will be held responsible for any violation of curfew hours, and could be subject to loss of membership and occupancy.

PAINTING

All exterior painting is the responsibility of the cooperative. The Member is responsible for all interior painting and decorating. Woodwork, such as doors and kitchen cabinets may not be painted or stained without prior written permission from the Board of Directors on such terms as the Board deems appropriate. A Member disregarding this regulation may be charged restoration or replacement cost, and face eviction, as well. As our buildings age and settle, cracks may appear in the walls and ceilings. This process is normal, and the cracks can usually be filled and covered during repainting. Outgoing Members are responsible for the cost of patching, filling holes, removing wallpaper, and repainting upon move-out to the extent the law so permits and the Board so determines.

UNIT INFORMATION

Members are required to notify the cooperative and provide all requested information for all individuals residing in the unit.

SMALL BALANCES

Due to an abundance of small balances remaining monthly on the cooperative's financial records, if all balances are not paid in full by the 7th of each month, late fees will be assessed. No partial payments will be received on carrying charges.

STORM DOORS

Members, family members, and guest(s) will be held responsible for any costs due to damage to storm doors, resulting from causes other than damage due to ordinary wear and tear. This includes damaged kick panels or any other damage caused by Members, family members, and guest(s). Any Member, whose storm door will not close properly, should contact the on-site management immediately.

STRUCTURAL CHANGES

A Member may not make an alteration, physical addition, or change the exterior or basic interior of any building, or attachment thereto. Any changes to the unit, interior or exterior, must receive prior written approval from the Board of Directors. Installation of security bars is **STRICTLY PROHIBITED**. **Security alarm systems are at members' expense.**

Members may have a swimming pool no larger than 2'x2' and it must be located in the rear of the unit.

TAX BENEFITS

While tax laws are always changing, the present posture of the tax laws is as follows: Because a cooperative Member is classified as a Homeowner, a Member may vote in many elections restricted to property owners, and may receive income tax benefits only receivable by real property owners. Your share of the real estate tax and mortgage interest paid by the cooperative may be listed as expense items on the Itemized Deduction sheet of your Federal tax form. Your State tax may also be affected. Shortly after the end of the year, the cooperative's CPA should furnish you with a statement stating the percentage of your carrying charges that applies to taxes and mortgage interest, so that you can take advantage of those special considerations given cooperators by the government.

EVICTION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Refer to Occupancy Agreement Addendum.

UNAUTHORIZED OCCUPANTS

Only those people certified to Oakdale Residents Cooperative as accepted occupants are allowed to reside within a Member's unit in the cooperative. The presence of an unauthorized occupant in a Member's unit shall constitute a breach of the Occupancy Agreement and violation of the membership rules, and shall provide a basis for termination of membership and occupancy by the cooperative. An unauthorized occupant is defined as follows: An individual who resides in the member's unit for a period in excess of thirty (30) continuous days, and uses the unit for sleeping purposes. If a Member wishes to have a family member or friend not listed on their membership records visit the unit, and such a stay will exceed thirty (30) days, the individual Member must notify the on-site management office in writing of the presence of the unauthorized occupancy or guest(s). The Board of Directors reserves the right to reject any such special occupancy if in its sole discretion; such occupancy would be contrary to the best interest of the cooperative.

VACATING

Upon permanently vacating, your unit, your unit must be left in good broom clean condition. All windows and screens that have been removed must be reinstalled. The stove, refrigerator, cabinets, floors, tub, tub walls, etc., must be thoroughly cleaned. Floor covering provided by you or your predecessors not acceptable to the cooperative must be removed. The premises must be left neat and clean. The final decision as to the condition of the unit will be that of the cooperative, and any expense incurred for restoration will be borne by the vacating Member. An incoming Member is under no obligation to buy any items, and will be so advised by the cooperative. If the incoming Member is interested, however, the price and terms are strictly between the parties concerned. Oakdale Residents Cooperative will not become a party to, or participate in,

any such agreement. An acknowledgement form must be signed prior to occupancy regarding responsibility acceptance of all upgrades to the unit.

VIOLATIONS

Violation of any Rules and Regulations will subject Members to the termination of their membership and occupancy with the cooperative. Should the Board of Directors resolve to terminate a membership with the cooperative the matter will be turned over to the cooperative attorney for legal processing.

AMENDMENTS AND MODIFICATIONS

The Board of Directors may, from time to time, add to, amend, change or modify these Rules and Regulations. However, any additional, amendments, changes or modifications shall be properly communicated to the membership in accordance with the Occupancy Agreement and By-Laws.

The corporation agrees to make its Rules and Regulations known to the Members by delivery of same to them or by publishing those in such a manner as will constitute adequate notice in accordance with the By-Laws and the Occupancy Agreement.

Members will be required to sign as proof of receipt of the Rules and Regulations.

Signature of Member

Date

Signature of Member

Date

Signature of Management/Authorized Party

Date