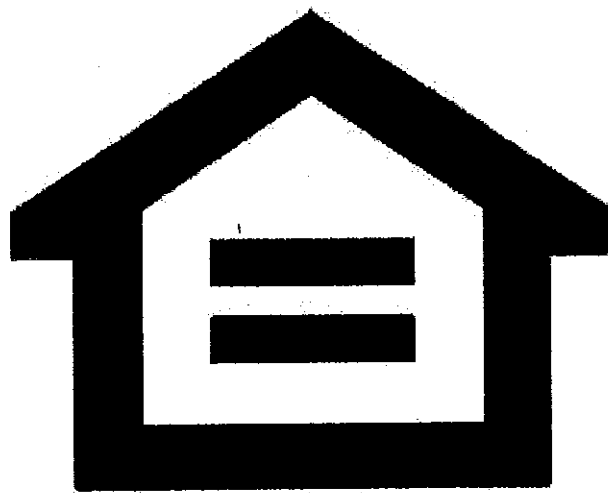


LANCASTER VILLAGE COOPERATIVE



ORIENTATION HANDBOOK

Revised: March 2012

**Please do not write on folders
Thank you...**

Lancaster Village Cooperative
Rules and Regulations
Index

Rule	Description	Page Number
1	Accountability	02
2	Complaints	02
3	Community Building Rental	02
4	Decorations	02
5	Draperies	02
6	Drugs/Firearms	03
7	Emergencies	03
8	Enforcement of rules and regulations	04
9	Grills	04
10	Grounds	05
11	Interior of Dwelling Units	06
12	Insurance	07
13	Keys	07
14	Maintenance	07
15	Motorcycles, Mopeds, Snowmobiles, Go-carts, A.T.V.'s	08
16	Move in/Move out	08
17	Local, State, & Federal Laws and Ordinances	09
18	Noise	09
19	Painting	10
20	Parking and Vehicle Registration	10
21	Pets	11
22	Plumbing	11
23	Rubbish/Recycling	11
24	Satellite Dishes	12
25	Structural Changes	12
26	Tax Benefits	12
27	Vacating	13
28	Violation	13
29	Who pays?	13
30	Miscellaneous Rule	14
31	Other Documents You Should Know	15

1. Accountability

The individual member(s) shall be responsible for the actions of themselves, household occupants, visitors and /or guests of their unit. Including but not limited to, destruction of the property inside or outside and violations of any of the governing documents of the cooperative. A violation of civil or criminal law or any violation of the rules and regulations on the part of a member, the members family / occupants, or the members' guests / visitor is a breach of the occupancy agreement and membership responsibilities and shall subject the member to loss of membership and occupancy rights. Further, a violation of the criminal laws of Pontiac, Oakland County, or the State of Michigan by a member, the members' family / occupants, or the members' guest / visitors that is an act of moral turpitude or is an endangerment to persons or the property shall be subject to loss of membership and occupancy.

2. Complaints

Written complaints should be directed to the attention of the Site Manager and / or Board of Directors. The cooperative is responsible to take the necessary steps to correct a given situation. The Site Manager is not a Police Officer and should not be asked or expected to act in a manner as such to settle disputes between members. If complaints directed to the Site Manager have not resulted in a satisfactory conclusion, the Board of Directors may be petitioned directly. All complaints to the Managing Agent and/or the Board of Directors must be in writing, signed and dated.

3. Community Building Rental

The Community Building is available for use by all members. Use of the facility will be contingent upon the rules and regulations drafted by the Cooperatives elected Board of Directors. Rental Applications and copies of the regulations will be available in the Management Office. No non-members are eligible to rent the building.

4. Decorations - Holiday

All exterior holiday decorations must be removed within 30 days following the holiday. This includes decorations inside of windows, doors, etc.

5. Draperies

Each member is required to have appropriate window treatments installed within 30 days of their move in date. Window coverings must be kept in acceptable condition as viewed from the exterior of the building. Sheets, Blankets, Paper

in addition to, management. The maintenance staff will respond to following emergencies after normal business hours:

- Furnace problem, no heat
- Broken water pipe
- Broken front or rear window on first floor causing outside exposure
- Plugged services (sink, toilet and basement drain)
- Flood
- No hot or cold water
- An electrical malfunction
- Building damage
- Gas leak (also call Consumer Energy at 800-477-5050)
- Fire (Call fire department first then notify maintenance)
- Natural disaster
- Lock-outs (Adult members of household only) There is a fee associated with this service.

8. Enforcement of Rules and Regulations

It is the responsibility of each member to observe these Rules and Regulations and to make the rules known to his/her family members and guests. If a member, member's family / occupant, or guest / visitor violate the Rules and Regulations or governing documents, the member may receive written notification of the infraction. If the violation can not be remedied and is not within a reasonable period of time that is established by the Cooperative, or the infraction is a serious breach jeopardizing the rights of the Cooperative or other members, legal proceedings may be initiated to evict the member from the Cooperative. A violation of these Rules and Regulations constitutes a breach of your Occupancy Agreement and your duties as a member, and is a basis to terminate your membership and occupancy.

Fines may be assessed for violations of the Rules and Regulations and governing documents which are subject to the governing Board of Directors approved fine schedule which may change from time to time.

9. Grills

Barbecue grills must be confined to the backyard/patio area only. Grills/pits must be in safe operable condition. Grills must be five (5') feet away from building when operating grill.

No cable lines or satellite dishes are to be placed on the exterior of any building, or attached to the building or roof in any fashion. Have the provider contact the office for proper installation requirements.

No signs are permitted to be affixed to the exterior of the building in any way or be allowed on property.

11. Interior of Dwelling Units

Members must maintain their units in a safe, decent and sanitary condition at all times.

The Cooperative reserves the right to periodically inspect each unit with prior notice to the member of such inspection. Any damage to the unit due to abuse or neglect will be repaired at the member's expense.

Members may not leave windows and doors open during winter months. The cooperative has a large expense in providing all members with gas and heating service and cannot absorb the cost associated with the wasteful and careless acts of members. Members found in violation will be subject to termination of their membership and occupancy immediately.

Any member with a security alarm system must provide access to the unit upon request or provide the necessary access code for entry.

No combustible materials (i.e. gasoline, kerosene, etc.) are permitted to be stored anywhere on the premises of the Cooperative. This includes any type of motorized vehicles such as motor scooters, motorbikes, etc.

No live Christmas trees are allowed in the units.

No items are to be placed within three (3') feet of the hot water heater and furnace. All members are requested and encouraged to check their smoke detectors at least once a week to ensure that they are working properly. Under no circumstances should the battery be removed from the smoke detector with the exception of replacing the battery with a new one. Replacement batteries are available at the management office.

The Cooperative retains the right to exterminate all units with or without the consent of the member. It is the member's responsibility to properly prepare his/her unit for extermination. Any member who refuses service or fails to have his/her unit properly prepared for extermination may be subject to the cost of the service

attention to requests, and management's accountability, you must contact the management office to place a work order request. When a request is called in, you will be given a work order number for tracking purposes. If your request has not been completed within Forty-eight (48) hours, please contact the Site Manager and provide your work order number for follow up to occur. If your work order is not addressed after contacting the Site Manager you should contact the Board of Directors in writing.

The Cooperative has a 24-hour Answering Service to handle all after hours calls 248-373-8280. If an emergency should arise, please contact the management office and a maintenance person will be dispatched to your unit. (See 7. Emergencies)

The maintenance personnel should not be requested to perform tasks for a member's personal benefit during normal business hours. These tasks are the type that are customarily assumed to be capable of performance by the member personally, such as servicing personal equipment of the member, replacing light bulbs within a member's unit, and other similar acts purely for the benefit of the member. The managing agent and the board of directors do not encourage members to hire the cooperative staff for any after hours/personal work and will not be held responsible if problems should arise. The Lancaster Village Cooperative Board / Management will not be responsible for jobs done by outside contractors.

15. Motorcycles, Mopeds, Snowmobiles, Go-Carts, A.T.V.'s and Commercial / Oversized Vehicles

Motorcycles, mopeds or motorized scooters are not permitted on the property.

Members, family members, and guests are strictly prohibited from the operation or storage of any motorcycle, moped, motorized scooter, snowmobile, go-cart, semi's, RVs or A.T.V. or commercial / oversized vehicles on the Cooperative grounds.

16. Move-In/Move-Out

Each new member who moves into Lancaster Village Cooperative will have a walk through at the time of move-in and will note the condition of the unit on the Move-In checklist provided. Move-in cannot occur without this inspection. You are responsible for completing and returning the move-in checklist. This list must be returned to the Management office within 7 days of their actual move in date. If any member fails to return this checklist, it will be irrefutably presumed that the unit is in good condition, free from any defects, and that any repairs reported thereafter were not the result of another's actions or inactions.

19. 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, or altered in any way without the prior written consent of the Board of Directors on such terms that the Board deems appropriate. No unusual colors may be used in the painting of walls. All walls must remain white or light beige and be returned to the cooperative approved color upon move-out. For information on the Cooperative approved paint/color, please contact the Management Office. A member's disregard of this regulation may be charged restoration or replacement costs.

20. Parking

- Vehicles that are inoperable, abandoned, or without current license plates will be towed at the owner's expense.
- Double parking, blocking cars or parking spaces is prohibited.
- One family will acquire no more than two (2) parking spaces.
- **Parking in the fire lanes is prohibited.**
- Parking in front of the dumpster is prohibited.
- No parking of vehicles on lawns, sidewalks, or entrance and exit ways to parking lots.
- Vehicles parked in designated visitor (V) parking spaces must move every twenty-four (24) hours or risk being subject to immediate towing.
- Commercial vehicles (i.e. tractors, trailers, labeled commercial vehicles, oversized vehicles, semi's, RV's, boats, etc.) belonging to or used by members / occupants / guest / visitor shall not be parked on Cooperative property.
- Members are permitted to wash only the vehicle in which they own. No other vehicles are permitted to be washed on these premises. No washing of vehicles is permitted on the lawns of the Cooperative.
- No servicing or maintenance of vehicles is permitted on these premises. This includes installing brakes, oil changes, tire rotations, tune ups, etc.

24. Satellites Dishes

The Cooperative allows installation of satellite dishes per the following guidelines:

- A. Satellite dish must be professionally installed through the basement wall and must be properly caulked.
- B. The dish will be no larger than eighteen (18") inches in diameter, no higher than three (3') feet.
- C. The satellite dish cannot be installed on the roof or any other part of the building.
- D. Satellite dish must not be any more than three (3) feet from your unit.
- E. It is understood that Lancaster Village Cooperative and /or Maintenance will not be responsible for any repairs and/or damages to the satellite dish.
- F. No cables are allowed on the exterior of the building above the basement wall area.

25. Structural Changes

A member may not make an alteration, physical addition or change the exterior or basic interior of any building or attachment thereto. The installation of security bars is strictly prohibited. Any changes or replacements of any property of the cooperative must receive prior written authorization and approval from the Board of Directors. Violators will be subject to restoration costs and / or termination of membership and occupancy.

26. 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 may 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 an expense item on the Itemized Deduction sheet of your Federal tax form. In addition, your state tax may also be affected.

By January 31st, each year, you will receive a statement listing the percentage of your carrying charges that applied to taxes and mortgage interest from the Cooperative's CPA. This information will then be itemized by your tax preparer so

No cooperative unit will be used for anything other than a single-family residence. Only those persons listed in your approved application or family composition will be permitted to reside in the unit.

30. Miscellaneous Rules

No signs, advertisement, notices, or any form of soliciting will be permitted on the co-op property this includes the island and around the main entrance Lancaster Village Cooperative sign. Failure to comply will result in a fine and / or damage restoration cost.

Individual members are not permitted to hold yard sales on Lancaster Village Cooperative property. The cooperative may hold an annual yard sale in which all members may participate but are not obligated to hold one.

No gummed stickers will be permitted on any interior doors, including kitchen cabinets, wood doors, and bi-fold doors.

Members requesting to put up tents in their back yards must make the request in writing stating for what purpose and for how long tent will be up. If approved they must register at the office prior to putting up tent.

Disconnecting or tampering with the smoke detectors for any reason will result in a fine of \$250.00 and/or termination of your occupancy. If a problem arises with the smoke detector call the management office.

Members under the cooperative documents are required to maintain Electric Service to your unit during your occupancy. Any member in violation by not maintaining service may be subject to termination of membership and occupancy and the costs associated with any damages to the unit while electric service was interrupted.

The Cooperative is not responsible for personal affects of the member. It is the member's responsibility to insure his/her personal belonging against loss, theft, fire, water damage, or other circumstances that may arise.

IT IS EVERY MEMBERS RESPONSIBILITY TO BECOME ACQUAINTED WITH THE ABOVE RULES AND REGULATIONS OF THE COOPERATIVE. YOU SHOULD ALSO MAKE YOUR CHILDREN / OCCUPANTS AND GUESTS / VISITORS AWARE OF THESE RULES AND REGULATIONS. FAILURE TO ABIDE BY THESE RULES AND REGULATIONS MAY RESULT IN EVICTION FROM LANCASTER VILLAGE COOPERATIVE AS SET FORTH IN THE OCCUPANCY AGREEMENT.

Other documents you should know:

Bylaws

Occupancy Agreement and Addendums

Transfer Policy

Snow Removal Policy

Community Rental Agreement Policy

Withdrawal Notice

Service Animal Pet Policy

Revised 6/15/11

**BY LAWS
OF
LANCASTER VILLAGE COOPERATIVE**

ART I. NAME AND LOCATION OF CORPORATION

ART II. PURPOSE

ART III. MEMBERSHIP

- Sec. 1. Eligibility
- Sec. 2. Application for Membership
- Sec. 3. Subscription Funds
- Sec. 4. Members, Authorized Memberships,
And Occupancy Agreements
- Sec. 5. Membership Certificates
- Sec. 6. Lost Certificates
- Sec. 7. Lien
- Sec. 8. Transfer of Membership
 - (a) Death of Member
 - (b) Option of Corporation
to Purchase
 - (c) Procedure Where Corporation
Does Not Exercise Option
 - (d) Transfer Value
 - (e) Equity Increments Through
Rent Supplement Payments
- Sec. 9. Termination of Membership for cause
- Sec. 10. Sales Price

ART IV. MEETING OF MEMBERS

- Sec. 1. Place of Meetings
- Sec. 2. Annual Meetings
- Sec. 3. Special Meetings
- Sec. 4. Notice of Meetings
- Sec. 5. Quorum
- Sec. 6. Adjourned Meetings
- Sec. 7. Voting
- Sec. 8. Proxies
- Sec. 9. Order of Business

ART V. DIRECTORS

- Sec. 1. Number and Qualifications
- Sec. 2. Powers and Duties
- Sec. 3. Election and Term of Office
- Sec. 4. Vacancies
- Sec. 5. Removal of Directors
- Sec. 6. Compensation
- Sec. 7. Organization Meeting
- Sec. 8. Regular Meetings
- Sec. 9. Special Meetings
- Sec. 10. Waiver of Notice
- Sec. 11. Quorum
- Sec. 12. Fidelity Bonds
- Sec. 13. Safeguarding Subscription Funds

ART VI. Officers

- Sec. 1. Designation
- Sec. 2. Election of Officers
- Sec. 3. Removal of Officers
- Sec. 4. President
- Sec. 5. Vice President
- Sec. 6. Secretary
- Sec. 7. Treasurer

ART VII. REGULATORY AGREEMENT OF FHA

Rights of Federal Housing Administration

ART VIII. AMENDMENTS

Bylaw Amendments

ART IX. CORPORATE SEAL

ART X. FISCAL MANAGEMENT

- Sec. 1. Fiscal Year
- Sec. 2. Books and Accounts
- Sec. 3. Auditing
- Sec. 4. Inspection of /books
- Sec. 5. Execution of Corporate Documents
- Sec. 6. Association with Other Cooperatives

ARTICLE I. NAME AND LOCATION OF CORPORATION

Section 1. The name of this corporation is Lancaster Village Cooperative. Its principal office is located in the City of Pontiac, Oakland, County, Michigan.

ARTICLE II. PURPOSE

Section 1. The purpose of this Corporation is to provide its members with housing and community facilities, if any, on a nonprofit basis consonant with the provisions set forth in its Articles of Incorporation.

ARTICLE III. MEMBERSHIP

Section 1. Eligibility:

Any natural person approved by the Board of Directors shall be eligible for membership, provided that he or she executes a Subscription Agreement and Occupancy Agreement in the usual form employed by the Corporation covering a specific unit in a particular mortgage area of the housing project.

Section 2. Application for Membership:

Application for membership shall be presented in person on a form prescribed by the Board of Directors, and all such applications shall be acted upon by the Board of Directors.

Section 3. Subscription Funds:

All Subscription Funds (which term includes the funds collected from each subscriber on account of the Subscription Price and the Initial Payment under the Occupancy Agreement, but excludes the funds required for credit reports) received from applicants prior to the insurance endorsement of the mortgage note by the Federal Housing Administration (hereinafter sometimes referred to as the "Administration") shall be deposited promptly without deduction in a special account or accounts (savings or checking) of the Corporation as escrows or trustee for the Subscribers to Membership, which monies shall not be general corporate funds, but shall be held solely for the benefit of the Subscribers until transferred to the account of the corporation as hereinafter provided. Such special account or accounts shall be established with such bank or banks or savings and loan association or associations (whose deposits are insured by an agency of the Federal Government) as may be approved by the Administration. Such account or accounts may be interest bearing, with the interest earned to be retained and owned by the Corporation. Such funds shall be subject to withdrawal, or transfer to the account of the Corporation or disbursed in a manner directed by the Corporation only upon certification (which certification shall appear on the face of any check, if such funds have been deposited in a checking account) by the President or Vice President and Secretary or any Assistant Secretary of the Corporation to the above-named institution or institutions that:

- (a) The Subscription Agreement of a named applicant has been terminated pursuant to its terms and such withdrawal is required to repay the amount paid by him under such agreement; or
- (b) Applicants for at least 90% of the dwelling units to be covered by the mortgage have not been procured within the effective period of the FHA Commitment, or any extension thereof, and such withdrawal is required to repay to the applicants the amount paid by them; or
- (c) Applicants for at least 90% of the dwelling units to be covered by the mortgage (or such lesser number as may be approved by the Administration) have signed Subscription Agreements, have been approved as to their credit by the Administration, and have paid the subscription price in full. If these requirements have been met and the mortgage loan has been scheduled for closing with the approval of the Administration, the entire amount of the funds in the subscription escrow account may be members.

If more than one mortgage is to be executed by the corporation, this section shall be deemed to be applicable to the specific subscription fund received from applicants with respect to the specific dwelling units to be covered by each mortgage and to require the creation of separate and specific escrow accounts with respect to each mortgage.

Section 4. Members, Authorized Memberships, and Occupancy Agreements:

- (a) The members shall consist of the individuals comprising the first Board of Directors, as identified in the Articles of Incorporation, or their successors and such subscribers as have been approved for membership by the Board of Directors and who have paid for their membership and received membership certificates. The status of the Directors named in the Articles of Incorporation (or their successors elected by them) as members shall terminate at the first annual membership meeting, unless they have executed Subscription Agreements and,

approved by the Corporation as a member and occupant. If the Corporation agrees at the request of the member, to assist the member in finding a purchaser, the Corporation shall be entitled to charge the member a fee it deems reasonable for this service. When the transferee has been approved for membership and has executed the prescribed Occupancy Agreement, the retiring member shall be released of his obligations under his Occupancy Agreement, provided he has paid all amounts due the Corporation to date.

(d) **Transfer Value:** Whenever the Board of Directors elects to purchase a membership, the term "transfer value" shall mean the sum of the following:

- (1) The consideration (i.e. Subscription Price) paid for the membership by the first occupant of the unit involved as shown on the books of the Corporation; plus
- (2) The Value of Occupancy Agreement; plus
- (3) The value, as determined by the Directors, of any improvements installed at the expense of the member with prior approval of the Directors, under a valuation formula which does not provide for reimbursement in an amount in excess of the typical cost of the improvements; plus
- (4) The amount computed in accordance with the following table of annual increases applicable to the membership and to the Occupancy Agreement appurtenant to such membership, which annual increases shall be based on full years commencing with the fourth full year after the Corporation has made its first principal payment on the application section mortgage:

Membership and Designation of Occupancy Agreement and Unit	Increase Per Year from the 4 th Through the 10 th Year	Increase Per Year from the 11 th through 20 th Year	Increase Per Year from the 21 st through 30 th Year	Increase Per Year from the 31 st Through 40 th Year
A 1 BR, 1 Bath	\$ 80.00	\$120.00	\$200.00	\$400.00
B 2 BR, 1 Bath	\$100.00	\$150.00	\$250.00	\$500.00
G 2 BR, 1 Bath	\$100.00	\$150.00	\$250.00	\$500.00
C 3 BR, 1-1/2 Bath	\$110.00	\$165.00	\$270.00	\$545.00

(e) **Equity Increments Through Rent Supplement Payments:** Any equity increment accumulated through rent supplement payments will not be made available to the member, but will be (1) retained by the Corporation, in the event the Corporation elects to exercise its option to purchase the membership; or (2) paid to the Corporation, prior to the Corporation's release of such member's obligations under his Occupancy Agreement, in the event the Corporation does not exercise its option to purchase the membership and the member sells his membership to a person who has been duly approved by the Corporation for membership and occupancy. The equity increment which will not be made available to the member will be determined by multiplying the total equity increment (which will not exceed the amount computed in accordance with the table of annual increases set out in paragraph (d) (4) of this Section) by the quotient of

- (1) the total rent supplement assistance to the member,

Divided by

- (2) the total amount of the monthly housing charges the member was obligated to pay under his Occupancy Agreement (taking into account his annual family income and the benefit of the interest reduction payment to which he was entitled) and would have paid if he had not been the beneficiary of rent supplement assistance.

Section 9. Termination of Membership for Cause:

In the event the Corporation has terminated the rights of a member under the Occupancy Agreement, the member shall be required to deliver promptly to the Corporation his membership certificate and his Occupancy Agreement, both endorsed in such manner as may be required by the Corporation. The Corporation shall thereupon at its election either (1) repurchase said membership at its transfer value (as hereinabove defined) or the amount the retiring member originally paid for the acquisition of his membership certificate, whichever is the lesser, or (2) proceed with reasonable diligence to effect a sale of the membership to a purchaser, and at a sales price acceptable to the Corporation. The retiring member shall be entitled to receive the amount so determined, less the following amounts (the determination of such amounts by the Corporation to be conclusive):

- (a) any amounts due to the Corporation from the member under the Occupancy Agreement;

Section 6. Adjourned Meetings:

If any meeting of members cannot be organized because a quorum has not attended, or a meeting has been ended because the number of members at said meeting has dropped below the quorum, the members who are present, either in person or by proxy may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which subsequent meeting the quorum requirement shall be ten (10%) percent.

Section 7. Voting:

At every meeting of the regular members, each member present, either in person or by proxy, shall have the right to cast one vote on each question and never more than one vote. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation or of these By Laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or to be elected to the Board of directors who is shown on the books or management accounts of the Corporation to be more than 30 days delinquent in payments due the Corporation under his Occupancy Agreement.

Section 8. Proxies:

A member may appoint as his proxy only a member of his immediate family (as defined by the Board of Directors) except that an unmarried member may appoint any other member as his proxy. In no case may a member cast more than one vote by proxy in addition to his own vote. Any proxy must be filed with the Secretary before the appointed time of each meeting.

Section 9. Order of Business:

The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting
- d. Reports of officers.
- e. Reports of committees.
- f. Report of manager or managing agent.
- g. Election of inspectors of election.
- h. Election of directors.
- i. Unfinished business.
- j. New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meeting.

If present, a representative of the Administration will be given an opportunity to address any regular or special meeting.

ARTICLE V. DIRECTORS

Section 1. Number and qualification:

The affairs of the Corporation shall be governed by a Board of directors composed of five (5) persons, a majority of whom shall be members of the Corporation.

Section 2. Powers and Duties:

The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include but not be limited:

- a. To accept or reject all applications for membership and admission to occupancy of a dwelling unit in the cooperative housing project, either directly or through an authorized representative;
- b. Subject to the approval of the Administration, to establish monthly housing charges as provided for in the Occupancy Agreement, based on an operating budget formally adopted by such Board;
- c. Subject to the approval of the Administration, to engage an agent or employees for the management of the project under such terms as the Board may determine;

notice shall be required and any business may be transacted at such meeting. Where all of the Directors unanimously approve and sign a corporate resolution or authorization (which is to be included in the minute book), this shall be recognized as proper corporate action taken at a duly authorized meeting, without proceeding under the provisions hereof that would otherwise be applicable for calling and holding Directors meetings.

Section 11. Quorum:

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds:

The Board of Directors shall require that all officers and employees of the Corporation handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

Section 13. Safeguarding Subscription Funds:

It shall be the duty of the Board of Directors to see to it that all sums received in connection with membership subscriptions prior to the closing of the mortgage transaction covering the housing project of the Corporation are deposited and withdrawn only in the manner provided for in Article III, Section 3 of these By Laws.

ARTICLE VI. OFFICERS

Section 1. Designation:

The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, and Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint assistant treasurers and assistant secretaries, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers:

The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new board and shall hold office at the pleasure of the board.

Section 3. Removal of Officers:

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President:

The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the membership from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President:

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary:

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation; he shall have the custody of the seal of the Corporation; he shall have charge of the membership transfer books and of such other books and papers as the Board of directors may direct; and he shall, in general perform all the duties incident to the office of secretary.

Section 6. Association with Other Cooperatives:

The Corporation may become a member of an association of cooperatives who join together for purposes of mutual aid and of advancing the cooperative movement as a means of providing housing for consumers.

OCCUPANCY AGREEMENT
Lancaster Village Cooperative
Section One
FHA Project No. 044-44005-MAN-SUP

THIS AGREEMENT, made and entered into this 1st day of March 2012 by and between Lancaster Village Cooperative----- (here in after referred to as the Corporation), a corporation having its principal office and place of business at Pontiac, Oakland County, Michigan-----, and Jane Doe hereinafter referred to as Member):

WHEREAS, the Corporation has been formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Dudley and Bay streets, Pontiac, Oakland County, Michigan-----, with the intent that its members shall have the right to occupy the dwelling units thereof under the terms and conditions hereinafter set forth; and

WHEREAS, the Member is the owner and holder of a certificate membership of the Corporation and has a bona fide intention to reside in the project; and

WHEREAS, the Corporation proposes to develop LANCASTER VILLAGE COOPERATIVE in four sections all of which sections are hereinafter collectively referred to as the "entire cooperative community", which will involve a total of approximately 300 dwelling units, which Section One thereof involving 60 of such dwelling units (Section One is hereafter referred to as the "project"); and

WHEREAS, the Member has certified to the accuracy of the statements made in his application and family income survey and agrees and understands that family income, family composition and other eligibility requirements are substantial and material requirements of his initial and of his continuing occupancy;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to each of the parties paid by the other party, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the Corporation hereby lets to the Member, and the Member hereby hires and takes from the Corporation, dwelling unit number 000 located at 633 Palmer.

TO HAVE AND TO HOLD said dwelling unit unto the Member, his executors, administrators and authorized assigns, on the terms and conditions set forth herein and in the corporate Charter and By Laws of the Corporation and any rules and regulations of the Corporation now and hereafter adopted pursuant thereto, from the date of this agreement, for a term terminating on

March 2015 renewable thereafter for successive three-year periods under the conditions provided for herein.

ARTICLE 1. MONTHLY HOUSING CHARGES AND SUBSCRIPTION PRICE AND INITIAL PAYMENT UNDER OCCUPANCY AGREEMENT

Prior to the execution of this Occupancy Agreement, the Member has paid to the Corporation: (1) the membership Subscription Price of \$ 0,000 and (2) the Initial Payment under the Occupancy Agreement in the amount of \$0.00

(which Initial Payment under the Occupancy Agreement is referred to in the By Laws of the corporation as the "Value of Occupancy Agreement").

Commencing at the time indicated in ARTICLE 2 hereof, the Member agrees to pay to the corporation a monthly sum referred to herein as "Monthly Carrying Charges" equal to one-twelfth of Member's proportionate share of the sum required by the corporation, as estimated by its Board of Directors to meet its annual expenses, pertaining to the Project and to the community or other facilities which the Member is entitled to utilize including but not limited to the following items:

- (a.) The cost of all operating expenses of the project and services furnished.
- (b.) The cost of necessary management and administration.
- (c.) The amount of all taxes and assessments levied against the project of the Corporation or which it is required to pay, and ground rent, if any.
- (d.) The cost of fire and extended coverage insurance on the project and such other insurance as the Corporation may effect or as may be required by any mortgage on the project.
- (e.) The cost of furnishing all utilities, if such utilities are furnished by the Corporation. (See Article 9 for a listing of those utilities which are furnished by the Corporation.)
- (f.) All reserves set up by the Board of Directors including the general operating reserve and the reserve for replacements.
- (g.) The estimated cost of repairs, maintenance and replacements of the Project property to be made by the Corporation.
- (h.) The amount of principal, interest, mortgages insurance premiums and other required payments on the hereinafter-mentioned insured mortgage.
- (i.) Any other expenses of the Corporation approved by the Board of Directors including operating deficiencies, if any, for prior periods.

Agreement shall continue notwithstanding the fact that he may have sublet the dwelling unit with the approval of the Corporation and the Member shall be responsible to the Corporation for the conduct of his sublessee. Any unauthorized subleasing shall, at the option of the Corporation, result in the termination and forfeiture of the member's rights under this Occupancy Agreement. Nonpaying guest of the Member's unit under such conditions as may be prescribed by the Board of Directors in the rules and regulations.

ARTICLE 7. TRANSFERS

Neither this agreement nor the Member's right of occupancy shall be transferable or assignable except in the same manner as may now or hereafter be provided for the transfer of memberships in the By Laws of the Corporation.

ARTICLE 8. MANAGEMENT, TAXES AND INSURANCE

The Corporation shall provide necessary management, operation and administration of the project; pay or provide for the payment of all taxes or assessments levied against the Project; procure and pay or provide for the payment of fire insurance in the Project, and such other insurance as required by any mortgage on property in the Project, and such other insurance as the Corporation may deem advisable on the property in the Project. The Corporation will not, however, provide insurance on the Member's interest in the dwelling unit or on his personal property.

ARTICLE 9. UTILITIES

The Corporation shall provide gas, water and heat ----- in amounts which it deems reasonable. The Member shall pay directly to the supplier for all other utilities.

ARTICLE 10. REPAIRS

(a) By Member. The Member agrees to repair and maintain his dwelling unit at his own expense as follows:

- (1) Any repairs or maintenance necessitated by his own negligence or misuse;
- (2) Any redecoration of his own dwelling unit; and
- (3) Any repairs, maintenance or replacements required on items not furnished by the Corporation.

(b) By Corporation. The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article. The officers and employees of the Corporation shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day and in the event of emergency at any time.

(c) Right of Corporation to Make Repairs at Member's Expense. In case the Member shall fail to effect the repairs, maintenance or replacements specified in clause (a) of this Article in a manner satisfactory to the Corporation and pay for same, the latter may do so and add the cost thereof to the Member's next month's Carrying Charge payment.

ARTICLE 11. ALTERATIONS AND ADDITIONS

The Member shall not, without the written consent of the Corporation, make any structural alterations in the premises or in the water, gas or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.

If the Member for any reason shall cease to be an occupant of the premises he shall surrender to the Corporation possession thereof, including any alterations, additions, fixtures and improvements.

The Member shall not, without the prior written consent of the Corporation, install or use in his dwelling unit any air conditioning equipment, washing machine, clothes dryer, electric heater, or power tools. The Member agrees that the Corporation may require the prompt removal of any such equipment at any time, and that this failure to remove such equipment upon request shall constitute a default within the meaning of Article 12 of this agreement.

ARTICLE 12. DEFINITION OF DEFAULT BY MEMBER AND EFFECT THEREOF

It is hereby mutually agreed as follows: At any time after the happening of any of the events specified in clauses (a) to (1) of this Article the Corporation may at its option give to the Member notices that this agreement will expire at a date not less than (10) days thereafter. If the Corporation so proceeds all of the Member's rights under this agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property therefrom, either by summary dispossess proceedings or by suitable action or proceeding at law or in equity or by any other proceedings which may apply to the eviction of tenants or by force or otherwise and to repossess the dwelling unit in its former state as if this agreement had not been made;

- (a) In case at any time during the term of this agreement the Member shall cease to be the owner and legal holder of a membership of the Corporation,
- (b) In case the Member attempts to transfer or assign this agreement in a manner inconsistent with the provisions of the By Laws.

renewals thereof and to any mortgage or deed of trust made in replacement thereof and to any mortgage or deed of trust which may at any time hereafter be placed on the Project or any part thereof. The Member hereby agrees to execute, at the Corporation's request and expense, any instrument which the Corporation or any lender may deem necessary or desirable to effect the subordination of this agreement to any such mortgage, or deed of trust, and any future officer, his irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member does hereby expressly waive any and all notices of default and notices of foreclosure of said mortgage, which may be required by law.

In the event a waiver of such notices is not legally valid, the Member does hereby constitute the Corporation his agent to receive and accept such notices on the Member's behalf.

ARTICLE 17. LATE CHARGES AND OTHER COSTS IN CASE OF DEFAULT

The Member covenants and agrees that, in addition to the other sums that have become or will become due, pursuant to the terms of this Agreement, the Member shall pay to the Corporation a late charge in an amount to be determined from time to time by the Board of Directors for each payment of Monthly Carrying Charges, or part thereof, more than 10 days in arrears.

If a Member defaults in making a payment of Monthly Carrying Charges or in the performance or observance of any provision of the Agreement, and the Corporation has obtained the services of any attorney with respect to the defaults involved, the Member covenants and agrees to pay to the Corporation any cost or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Member shall also pay the cost of the suit, in addition to other aforesaid costs and fees.

ARTICLE 18. NOTICES

Whenever the provisions of law or the By Laws of the Corporation or this agreement require notice to be given to either party hereto, any notice by the Corporation to the Member shall be deemed to have been duly given, and any demand by the Corporation upon the Member shall be deemed to have been duly made if the same is delivered to the Member at his unit or to the Member's last known address; and any notice or demand by the Member to the Corporation. Such notice may also be given by depositing same in the United States mails addressed to the Member as shown in the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of giving of such notice.

ARTICLE 19. ORAL REPRESENTATION NOT BINDING

No representations other than those contained in this agreement, the Charter and the By Laws of the Corporation shall be binding upon the Corporation.

ARTICLE 20. REMEDIES

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or different defaults, or for the same or different failures of the Member to perform or observe any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed the day and year first above written.

LANCASTER VILLAGE COOPERATIVE

By _____ (SEAL)

Member

Date _____

NOTE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO A RENTAL AGREEMENT. THIS AGREEMENT AND STATEMENT IS REQUIRED TO COMPLY WITH THE "TRUTH IN RENTING ACT" IF YOU HAVE A QUESTION ABOUT INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON(S)

ADDENDUM TO OCCUPANCY AGREEMENT

In consideration of the execution or renewal of an Occupancy Agreement of the dwelling unit identified in the Occupancy Agreement, the Owner and Resident agree as follows:

1. Resident, any member of the residents household, or guest or other person under the residents control shall not engage in criminal activity, including drug-related criminal activity on or near the project premises. "Drug-related criminal activity" means the illegal manufacture, sales, use, or possession with intent to manufacture, sale, distribution, or use, of a substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802).
2. Resident, and member of the residents household, or guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug criminal activity, on or near the project premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Resident, any member of the residents household or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on or near the project premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE OCCUPANCY AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of the addendum shall be deemed a serious violation and a material noncompliance with the Occupancy Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Occupancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of the addendum and any other provisions of the Occupancy Agreement, the provision of the addendum shall govern.
8. The Occupancy Agreement Addendum is incorporated into the Occupancy Agreement executed or renewed this day between Lancaster Village Cooperative and member.

Date: _____

Date: _____

For Lancaster Village Cooperative

Member

Co-adult Occupant

Lancaster Village Cooperative
COOPERATIVE OCCUPANCY AGREEMENT ADDENDUM #2
SUBSIDIZED PROGRAMS

15. Regularly Scheduled Recertification:

Every year, one hundred and twenty (120) days prior to the anniversary date of the member's occupancy agreement, the Landlord will request the tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

(1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.

(2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:

a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.

(1) Any household member moves out of the unit.

(2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

(3) The household's income cumulatively increases by \$200 or more a month.

(4) Any increase in the size of the member's household

c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

23. Termination of Tenancy:

a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. **

b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.

c. The Landlord may terminate this Agreement for the following reasons:

1. The Tenant's material noncompliance with the terms of this Agreement;
2. The Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
3. Drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
4. Determination made by the Landlord that a household member is illegally using a drug;
5. Determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
6. Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
7. If the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a

- state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

25. Penalties for Knowingly Submitting False information:

Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

Signatures:

TENANT
BY:

1. _____ /_____/_____
Date Signed

2. _____ /_____/_____
Date Signed

3. _____ /_____/_____
Date Signed

LANDLORD
BY:

_____ /_____/_____
Date Signed

Occupancy Agreement

Addendum Number 3

Unit Size and Transfer Requirements

At the time of each member's initial occupancy, the cooperative shall assign the member a unit in accordance with the following unit size standards:

Unit shall be assigned based upon the number of persons in the household and the relationship and sex of those persons. In selecting unit size, the usual rule shall be no more than two (2) persons per bedroom and generally two (2) children of the same sex will share a bedroom. However, if a family requests that two (2) children of the opposite sex or a parent and a young child be permitted to occupy the same bedroom in order to avoid the additional cost of a larger unit, the cooperative may honor the family's request.

If the number of composition of the household changes after initial occupancy so that the unit size no longer meets the standards set forth above, upon request by the member, a larger or smaller unit will be assigned when one becomes available.

(***)However, in the case that the member should qualify for and receive a tenant based subsidy, either Rent Supplement of Section 8, it is understood that all HUD regulations relative to these tenant-based subsidies will apply including the provisions set forth in those subsidy contracts relative to unit size and transfer requirements.)

Should the member request a transfer to a larger or smaller unit in the cooperative the following procedures shall be implemented:

Prior to the date of transfer, the member shall pay to the cooperative a Transfer Deposit in the amount of \$500.00. This transfer deposit shall be considered a temporary deposit and is refundable to the transfer member after the final move-out inspection is made. This deposit is established as a measure of security against any damages which may be which may be in the unit and against any monies which the transfer member may owe to the cooperative under the terms of their occupancy agreement.

If the member is transferring to a larger unit, then the member shall also be required to pay the cooperative prior to the date of transfer, the difference in the transfer Value (Equity) between the smaller and larger unit. If the member is transferring to a smaller unit, then the member shall be refunded the difference in the Transfer Value (Equity) between the larger and smaller unit.

A non-refundable Transfer Fee in the amount of \$50.00 shall be paid to the Cooperative to compensate the Cooperative for processing the transfer, such transfer Fee may be deducted from the Transfer Deposit described above.

TERMINATION OF ASSISTANCE

If during the term of the member's occupancy, the member may qualify for an receive a member-based subsidy, then the member understands that assistance made available on his/her behalf may be terminated if any of the following events happen. Termination of assistance means that the Cooperative may make the assistance available to another member and the member's carrying charges will be recomputed. In addition, if the member's assistance is terminated because of criteria (1) or (2) below, the member will be required to pay the HUD approved market rate for the unit.

1. The member deliberately submits false information on any application, certification, re-certification, or request for interim adjustment for the purpose of obtaining a higher assistance payment or lower carrying charge payment and HUD approve the termination.
2. The member does not provide the Cooperative with the information or reports scheduled or interim re-certifications within ten (10) calendar days after receipt of the Cooperative's notice of intent to terminate the member's assistance payment.
3. The amount the member would be required to pay towards carrying charges and utilities under HUD rules and regulations equals the Family Gross Contribution.

The Cooperative agrees to give the member written notice of the proposed termination. The notice will advise the member that, during the ten (10) calendar days following the date of the notice, he/she may request to meet with the Cooperative's representative to discuss the proposed termination of assistance. If the member requests a discussion of the proposed termination, the Cooperative agrees to meet with the member.

Termination of assistance shall not affect the member's other rights under the Occupancy Agreement, including the right to occupy the unit. If assistance is terminated pursuant to (1) or (2) above, assistance may subsequently be reinstated if the member submits the income or other data required by HUD procedures, the Cooperative determines the member is eligible for assistance and assistance is available.

PENALTIES FOR SUBMITTING FALSE INFORMATION

If the member deliberately submits false information regarding income, family composition or other data on which the member's eligibility or carrying charge is determined, the Cooperative may, with HUD approval, require the member to pay the higher, HUD approved market rate for as long as the member remains in the Cooperative. In addition, the member could become subject to penalties available under Federal Law. Those penalties include fines up to \$5,000.00 and imprisonment for up to two (2) years.

Member: _____ Date: _____
Member: _____ Date: _____
Witnessed: _____ Date: _____

Lancaster Village Cooperative
633 Palmer Drive
Pontiac, MI 48342
Telephone (248) 373-8280 Fax (248) 373-4249

UNIT TRANSFER POLICY

All unit transfers must be approved by the Cooperative Board of Directors, unless it is required due to HUD program requirements. The waiting list will be maintained in chronological order by date of application. The order of Selection is as follows:

- (a.) An available unit will be offered to a member who is waiting to be transferred to the appropriate sized unit due to a change in family size, change in family composition, deeper subsidy, medical, etc.
- (b.) In the event the available unit is accessible it will be offered first to a member who is waiting to be transferred to an accessible unit.
- (c.) Unit transfers will alternate between in house members and qualified outside applicants.
- (d.) To retain subsidy if a family is in an inappropriate size unit for their family composition.

UNIT TRANSFER

Unit transfer as herein provided shall reference an existing member of the Cooperative moving from one unit within the complex to another.

ELIGIBILITY

All members of the Cooperative are eligible to transfer as conditions change their requirements for bedroom sizes. However, in order to be considered for transfer a member must:

- (a.) Be current in carrying charge payments to the Cooperative.
- (b.) Have demonstrated a willingness and ability to meet the Rules and Regulations of the Cooperative.
- (c.) Meet the occupancy requirements as set forth by the Department of HUD and the Cooperative.

COST OF TRANSFER

The cost of the transfer to the member shall consist of the following:

- (a.) Cost of redecorating existing unit. This shall include the cost of painting, re-sanding and/or re-varnishing floors and the cost of any normal maintenance items, which were caused by the members abuse or mis-use.

These costs shall be estimated by the site Manager and remitted prior to the occupants move. These costs shall be held until renovation is complete. A complete accounting of costs will then be ascertained with overages being

**LANCASTER VILLAGE
COOPERATIVE
SNOW REMOVAL POLICY**



GOALS & PRIORITIES:

It is the goal and intent of the Cooperative to have all roads in the Cooperative plowed within a 12 hour period, and all parking lots and sidewalks cleared within a 24 hour period. In case of snowfall long in duration, the streets will be plowed every 12 hours. The snow plowing procedure varies with the depth of snow fall as follows: Trace to 1" = Ice Control; 1+" = Plowing of roads.

The above amount is a benchmark only, used to signal when plowing efforts typically begin. Other conditions such as wind or icy rain may warrant an earlier response. Other maintenance, such as salting, may begin earlier than plowing or as road conditions dictate, even when plowing is unnecessary.

- *Priority 1 – Main Roads
- *Priority 2 – Main Walks
- *Priority 3 – Handicapped or senior individual walkway & porches
- *Priority 4 – Parking Lots
- *Priority 5 – Other individual walkways & porches.

*Snow will be piled from the streets and parking lots in designated areas throughout the Cooperative. In such instances this might require that snow be piled in such a way as to utilize a visitor or designated parking space. At no time will piles of snow be allowed to accumulate so as to become a hazard or impede the normal flow of traffic. In the event the snow build up is such that this hazard takes place the Cooperative will hire an outside contractor to move the snow into better locations.

*Snow and ice control operations will proceed as long as weather conditions do not endanger the safety of employees. Other conditions, such as equipment breakdown, or shortage of equipment operators, may necessitate changes from normal operations.

MONITORING WEATHER CONDITONS: The Manager and the Maintenance Supervisor will monitor weather conditions during regular operating hours via the Weather Channel and on the computer via state and national weather links. During off hours for the Maintenance Supervisor will be responsible to monitor the streets, parking lots & sidewalks and if slippery or hazardous conditions develop that warrant immediate attention. The Maintenance Supervisor will notify the other maintenance employees and other casual part time employees during off-hours if snowfall accumulations reach one-half to .75 inches or of freezing rain. This notification will allow time to begin salting or snow removal before the snow becomes too thick or ice develops.

ACCIDENTS DURING SNOW REMOVAL OPERATIONS: Should an employee have an accident of any type during snow removal operations, they must immediately notify their supervisor stating the type of accident and the conditions that created the accident. If the accident involves personal injury or a vehicle accident, the operator must remain on the scene of the accident until the police arrive. After the operator has informed the police of conditions and other pertinent data concerning the accident, the supervisor will determine whether the operator will continue with plowing operations. In the event of a very minor accident that does not involve another vehicle or personal injury, the supervisor will determine if the accident warrants calling the Police Dept. This is done to insure that the police are not contacted for insignificant accidents such as bent sign posts, etc. and the plow truck may continue its plowing.

POLICY REVIEW: In an effort to evaluate the effectiveness of snow removal operations and in consideration of equipment improvements, technological advances, changes in manpower, and plowing routes this policy will be reviewed annually each fall by the Management and the Board of Directors.

LANCASTER VILLAGE COOPERATIVE

SERVICE ANIMAL POLICY

Other than fish, caged birds, and customarily home-caged animals such as hamsters, no animals are allowed within the Cooperative without having the animal registered.

Members having an approved service animal permit must follow the rules and regulations as follows:

1. Service animals registered with the Cooperative must be registered at the Cooperative office between January 1st and January 31st annually by presenting certification of immunization and a current license from the City of Oakland. This applies to both cats and dogs. Members not registering their service animal during this registration period will be subject to a \$100.00 assessment fee. Failure to pay the charge within 30 days and continued failure to register the service animal may result in revocation of service animal permit requiring the immediate removal of the pet as well as loss of membership and occupancy.
2. Cats are not permitted outside the unit for any purpose other than to transport from place to place unless on a leash. For no reason whatsoever are they permitted to roam the property not even within a Member's privacy fence. When transporting they must be secured inside a pet carrier. Dogs are permitted outside the unit for purposes such as exercise, play, etc; however, must be on a leash or a chain not to exceed 10 feet in length. They must never be left unattended as this poses a hazard to both the dog and fellow members. Leashes/chains must not be attached to trees, shrubs, meter boxes, utility poles, etc.
3. Service animals are not permitted to make loud or unreasonable noises that may be disturbing to fellow Members of the Cooperative. Should a warning be issued and the disturbance continues the Member will be directed to remove the pet permanently.
4. Members are financially responsible for any and all damages and/or injuries caused by their service animal. By registering, they agree to indemnify and hold the Cooperative harmless from any liability. Members agree to reimburse the Cooperative for damages, judgments, costs and/or attorney fees incurred by the Cooperative as a result of damages/injuries. Service animals found to have injured anyone must be removed from the property within 24 hours of incident. Pet owners promise to reimburse fellow members for any costs due to damages caused by their pet.

LANCASTER VILLAGE COOPERATIVE

Lancaster Village Club House is available for rental to Cooperative Members **Only**. Only money orders or cashier checks will be accepted in the amount of \$125.00. The Clubhouse can be rented in 4-hour blocks only. The \$50.00 deposit for the kitchen will be refunded as long as it is placed back into its original condition. The Renter must be out of the Club House by the time agreed, or will incur an additional charge to be determined by Management. **Applications for rental must be submitted two-weeks in advance to be considered.**

<i>Rental Fees:</i>	\$125.00
	\$ 75.00 Club House
	\$ 50.00 Kitchen (Refundable)
<i>Club House Hours:</i>	Saturday (10:00am – 10:00pm)
	Sunday (10:00am – 10:00pm)
<i>Office Hours:</i>	Monday - Wednesday - Friday (1:00 - 5:00pm)
	Tuesday & Thursday (9:00am – 5:00pm)

Please indicate the date(s) and time(s) for rental of clubhouse below:

Date: _____ Time: _____

APPLICATION

Name: _____ Contact Number: _____

Address: _____ Unit#: _____

Type of Event: _____ Number of Guests: _____

Time In: _____ Time Out: _____

Signature: _____ Date: _____

Approved By: _____ Date: _____

Lancaster Village Cooperative Withdrawal Notice

Please be advised that on or about _____ I am vacating
Lancaster Village Cooperative.
Unit Number _____ Address _____

I hereby notify the cooperative that I wish to withdraw from membership in the Cooperative and understand that once this notice is accepted, signed and dated by a Cooperative Representative, I must move from the Cooperative and upon vacating have no further membership rights. This is a legal binding agreement to vacate the unit and withdraw membership.

I CHOOSE THE FOLLWING OPTION:

- _____ I choose to ask the Cooperative to assist me in the sale of my membership using the cooperative's waiting list.
- _____ I choose to find a purchaser for my unit. I understand that the purchaser must complete an application for membership. Any person I choose must meet current income and family composition guidelines set forth by HUD and/or Lancaster Village as well as screening criteria for any application set forth in the tenant selection plan. I further understand that I will be financially responsible for the unit until the new purchaser moves in.

The net proceeds from the sale of my membership will be first applied towards amounts due (if any) to the cooperative, under my Occupancy Agreement for such things as monthly charges, attorney fees, service charges and unit reconditioning in placing my unit in suitable condition for another occupant. The remaining balance of membership transfer value after deduction of the above charges, as determined by the cooperative will be paid to me after the new purchaser has executed an occupancy agreement, and taken possession of the unit.

I understand that I must give a 30-day notice. Upon receipt of this withdrawal a representative will sign and date the document. The 30-day notice must be submitted to the site management office by the 5th day of the month. If the 30-day notice is received after the 5th day of the month the 30-day notice will be effective the 1st day of the following month. If I fail to vacate (receipt of keys to Lancaster Village Cooperative office constitutes vacating) by the 30th day I understand the Board of Directors may at its discretion, charge me \$40.00 per day to recover expenses or damage it may incur because of my failure to move.

covering provided by you or your predecessors not acceptable to the Cooperative must be removed. All walls, ceilings, closets etc. are repaired and painted in accordance with the provisions listed. Failure to do so will result in the unit being painted by the Cooperative hired contractor at their price and such cost will be deducted from the membership fee/equity. The final decision as to the condition of the unit will be that of the Cooperative, and any expenses incurred for restoration will be borne by the vacating member.

If all of the above items have been checked and are in a suitable and acceptable condition, the cooperative will not have to perform any services in your townhouse.

The cooperative will repair or replace any item listed if required. Any repair or replacement to be performed that has been caused by negligence or misuse will be made at the vacating member expense.

For any additional information that you may desire please contact the Site Manager.

Refund

Your membership refund will be paid on completion of the sale, reconditioning and occupancy of your unit. Any reconditioning costs, carrying charges owed, work order expenses, legal fees, late fees, etc will be deducted from your Membership fee/equity.

I have read and understand all of the above.

HEAD OF HOUSEHOLD SIGNATURE
(Please sign as on the Occupancy Agreement)

CO-HEAD SIGNATURE

Money due you from membership fee will be mailed to the address you provide below.

Forwarding Address: _____

Withdrawal Notice accepted by: _____
(Cooperative Representative)

Date



Lancaster Village Cooperative

633 Palmer Drive
Pontiac, MI 48342
248-373-8280
Fax: 248-373-4249

Re: Service Animal Request

Dear Member:

You have made a request for a service animal. Although pets are not allowed at Lancaster Village Cooperative if the circumstances warrant it, the individual may be allowed to have a service animal pursuant to the terms of the Fair Housing Act. In order to qualify the individual must show that they have an illness or condition that limits one or more of their major activities of daily living; that the individual has a disability that qualifies under the law; and that the treating physician has determined through that individual's medical records how the person's condition limits such activities.

We have provided a verification form, which the Cooperative requires be completed and returned. Unless this form is completed and returned, the Cooperative will not act on the requested accommodation.

Until such time as you present sufficient evidence that you qualify for a service animal under the fair housing act; and you currently have an animal then *you are in violation of your Occupancy Agreement*. The Cooperative reserves the right to terminate your tenancy.

Sincerely,

Lancaster Village Cooperative